

# TERMS AND CONDITIONS VELOFORTE RE-FUEL REWARDS

## Article 1 GENERAL

### 1.1 OVERVIEW

The Veloforte Re-Fuel rewards program (the “**Program**”) is a loyalty reward program offered by Veloforte Ltd (the “**Company**”, “**us**”, “**our**” or “**we**”) to certain customers of the Company. The Program is accessible through <https://veloforte.cc> (the “**Program Website**”) and any other related sites and applications referred to on the Program Website including without limitation <https://veloforte.cc/pages/refuel-rewards> (the “**Explainer Page**”).

The Program allows persons who have completed the membership enrolment steps (each, a “**Program Member**” or “**Member**”) in accordance with the present Terms and Conditions to collect points when making purchases on items identified from time to time by the Company (“**Eligible Purchases**”), and to redeem these points for rewards, benefits and/or rebates offered by the Company from time to time.

Members acquire no vested right or entitlement to the continued availability of any particular reward, benefit or redemption level.

### 1.2 TERMS AND CONDITIONS

The terms and conditions set forth herein (the “**Terms & Conditions**”, and together with any terms set forth on the Program Website, the Explainer Page and any other terms accessible through any of the foregoing, collectively the “**Program Terms**”) govern the Program. The Company in its sole discretion can, restrict, suspend, amend, extend or otherwise alter the Program Terms at any time and without prior notice. If the Program Terms have been updated, the Company will post the new Program Terms on the Program Website and note the date that they were last updated, and no change will be effective until such change has been posted for at least ten (10) days. We encourage Members to review the Program Terms each time they use the Program.

### 1.3 ACCEPTANCE

By using or enrolling in the Program, you accept and agree to be bound by these Terms and Conditions.

## Article 2 PROGRAM MEMBERSHIP

### 2.1 MEMBERSHIP ENROLLMENT

Membership is free and no initial purchase is required in order to become a Member. To become a valid Member, you must complete the enrolment process by providing complete and accurate information and indicating your acceptance of the Program Terms. After completion, you will receive a rewards member number (“**Member Number**”).

## **2.2    PASSWORDS AND SECURITY**

In order to enroll in the Program, you will have to register and create an Account with us and provide one or more names, email addresses, login usernames and passwords (together, “**ID**”). You are responsible for maintaining the confidentiality of your ID. You agree not to use the ID of any third party or disclose your ID to any third party. You are responsible for any and all activity that occurs on your Account. If you suspect any unauthorized use of your Account, you must notify us immediately. You agree to provide us with correct and complete Account information at all times and inform us of any changes to the information you have provided. We will keep your ID confidential. Only one Re-Fuel rewards account (“**Account**”) is permitted per person.

## **2.3    SUSPENSION RIGHTS; CAPACITY**

If the Company determines that a Program Member has abused any of the Program’s privileges, fails to comply with any of the Program Terms, or makes any misrepresentation to the Company the Company may, in its sole discretion, take such actions as it deems appropriate, including without limitation, suspending such Member’s privileges under the Program, revoking any or all of the points in such Program Member’s Account, and/or revoking the Program Member’s membership in the Program, in each case, with or without advance notice to the Member and without liability to the Company.

Points will not be awarded if in the Company’s reasonable opinion the merchandise purchased will be used for resale or commercial use and any points awarded on such purchases will be forfeited. If a Member was awarded points for an offer or promotion in which a Member purchased product(s) in excess of reasonable quantities, the points awarded as a result of that offer or promotion may be forfeited without prior notice and the Account may be suspended or closed.

Unless further restricted elsewhere in the Program Terms, Membership is only available to (i) individuals above the age of majority and who have legal capacity, and (ii) corporations, businesses, charities, partnerships, enterprises, schools or anyone other than an individual, provided that such entity has legal capacity and has duly authorized such Membership. If a Member does not meet the capacity requirements set out above, all points awarded to such Member may be forfeited without prior notice and the Account may be suspended or closed.

## **2.4    CHANGE IN INFORMATION**

Program Members are responsible to advise the Company immediately of any change to their address or other contact information. The Company will not be responsible for any communication not received by a Program Member, provided that the Company sent such communication to the address or other contact information then on file from such Program Member.

## **2.5    INACTIVE ACCOUNTS**

A Program Member Account is deemed to be inactive if points are not earned in connection with such Account for 12 months. Once an Account is deemed to be inactive, all points in such Account may, in the Company’s sole discretion, be deemed to have been forfeited by such Member, with or without notice.

## **ACCOUNT CLOSURE**

Points are reduced to zero upon closure of a Membership.

### **2.6 SECURITY**

If a Membership Number is used by any other person, all points relating to purchases made by such other person will be credited to the Member's Account. The Company assumes no liability or responsibility for points redeemed by any person(s) prior to a notification to the Company's Customer Service Centre that the Membership Number has been compromised. Any points redeemed prior to notification shall be at the Member's risk.

## **Article 3 REWARD POINTS**

### **3.1 COLLECTION; REDEMPTION**

Points can be earned by Program Members in connection with purchases of goods and/or services made through the Company (whether online and/or from physical locations) as set forth on the Explainer Page, regardless of method of payment, provided that the Membership Number is presented/entered at the time of purchase.

Points can be redeemed for rewards. When enough points have been accumulated to obtain the reward(s) desired, redemption may occur through online and/or physical locations as set forth on the Program website or Explainer Page. The redemption schedule, available rewards and other information is available on the Explainer Page.

A Member must provide his/her Membership Number when redeeming points to protect the integrity of the Member's points balance. Each Member is responsible to ensure that all Personal Information is correct and up-to-date and the Company reserves the right to block redemptions where the Member information is inaccurate or incomplete. Members are solely and entirely responsible for keeping their Account secure. If a purchase price is lower than the redemption value of the points, the remaining dollar value associated with all utilized points will be forfeited.

### **3.2 VALUE**

Points have no cash value and are not exchangeable for cash. The accumulation of points does not entitle the Program Members to any vested rights, and the Company does not guarantee in any way the continued availability of any reward, redemption level, rebate or any other benefit. The Company assumes no liability to Members as regards the addition or deletion of items from or for which points can be collected and/or redeemed.

### **3.3 TRANSFERABILITY**

Except as permitted from time to time by the Company, points cannot be assigned, exchanged, traded, bartered, purchased or given by gift or otherwise sold. Any points so acquired are void. For the avoidance of doubt, such prohibited transfers include transfers upon operation or law upon the death of a Member.

### **3.4 RETURN/EXCHANGE POLICY**

In the event of a return/exchange of any eligible purchase that initially earned points, such points will be deducted automatically from the Account that was used for the eligible purchase (whether or not the Membership Number is presented at the time of return and/or exchange). Points will be deducted at the same rate as they were earned.

Upon the return and/or exchange of products awarded through the redemption of points, all redeemed points will be forfeited.

### **3.5 PROMOTION**

From time to time, the Company may advertise or offer exclusive offers to select Members to redeem points for items other than a discount reward, or receive other benefits or discounts.

## **Article 4 PRIVACY**

### **4.1 CONFIDENTIAL INFORMATION**

We are committed to protecting your privacy. We will maintain the privacy and security of all personal information collected from Members, including, but not limited to: name, address, email address, telephone numbers, date of birth, account number and purchasing information (“**Personal Information**”).

You understand that through your use of the Program, you consent to the collection and use of this information. As part of providing you the Program, we may need to provide you with certain communications, such as service announcements and administrative messages. These communications are considered part of the Program and your Account.

### **4.2 UNSUBSCRIBE**

By sharing your email address and as an active customer and Program Member, we and/or our service providers may communicate to you special offers, services, promotions and program information. You can unsubscribe from receiving such messages at any time by updating your online account, by contacting customer service of the applicable entity, or by clicking unsubscribe at the bottom of any promotional email.

## **Article 5 GENERAL**

### **5.1 ACCEPTANCE**

By enrolling in the Program, each Member (i) certifies that he or she is over the age of majority in the province in which he or she resides (or is supervised by a parent or legal guardian who agrees to the Program Terms) and of mental capacity (or is supervised by a legal guardian who agrees to the Program Terms), (ii) consents to the company’s collection and use of certain personal information, except as he or she may otherwise notify the Company and (iii) agrees to the Program Terms, as they may be amended from time to time.

## **5.2 OTHER TERMS**

These Terms & Conditions are in addition to any other Program Terms, and shall be read together with such other Program Terms as one and the same instrument; provided, that if there is a conflict between any terms set forth in these terms and conditions, the Program Website, the Explainer Page and/or any other Program Terms, such conflict shall be resolved as follows: first, the Explainer Page shall prevail, thereafter these Terms & Conditions, thereafter the Program Website and finally any other Program Terms. For the avoidance of doubt, in the event of any action, proceeding or other dispute arising from or relating to any Program Terms, such dispute shall be settled in accordance with the provisions and procedures set forth in these Terms & Conditions.

## **5.3 ABUSE**

Any abuse by a Member of the Program's privileges, any failure by a Member to follow these Terms and Conditions, or any misrepresentation by a Member may subject the Member to expulsion from the Program, including forfeiture of all accumulated points.

## **5.4 WAIVER**

Every effort has been made to ensure that the information herein is correct. The Company is not responsible for any errors or omissions in printed copies of these Terms and Conditions nor those published from time to time on its website.

Any waiver by the Company of the strict observance, performance or compliance by a Member with any of the Terms and Conditions contained herein, either expressly granted or by course of conduct, shall be effective only in the specific instance and shall not be deemed to be a waiver of any rights or remedies of the Company as a result of any other failure to observe, perform or comply with the Terms and Conditions. No delay or omission by the Company in exercising any right or remedy hereunder shall operate as waiver thereof or of any other right or remedy.

In the event that any provision in these Terms and Conditions is determined to be invalid, illegal, or unenforceable, such determination shall not affect the validity and enforceability of any other remaining provisions of these Terms and Conditions.

## **5.5 CONTACT**

If you have any questions about these Terms and Conditions or if you wish to provide any feedback with respect to the Program, please contact us at: [team@veloforte.cc](mailto:team@veloforte.cc).