

## TEMPO GIFT CARD TERMS AND CONDITIONS

### 1. Introduction

Tempo Gift Cards (“**Gift Card**”) are issued by Federated Co-operatives Limited (“**FCL**”) for use at participating Tempo locations (“**Participating Tempo Locations**”) across Western Canada. Participating Tempo Locations may include locations owned by FCL or locations that are independently owned and operated by Tempo dealers (“**Tempo Dealers**”).

**Tempo** is a registered trademark of FCL.

### 2. Agreement to Terms and Conditions

The following Gift Card Terms and Conditions (“**Terms and Conditions**”) describes the terms and conditions that apply to the use of any Gift Card. By buying, loading or otherwise using a Gift Card you agree to be legal bound by, and comply with, the Terms and Conditions which constitute a legal agreement between you and FCL. Please read these Terms and Conditions carefully before buying, loading or using a Gift Card. Do not buy, load, accept or otherwise use a Gift Card if you do not accept the Terms and Conditions.

The Terms and Condition may change from time to time without notice as indicated below. The last revision date for these Terms and Conditions is **June 26, 2023**.

You also agree to be legally bound by, and comply with the following:

- (a) The Tempo-Canada website site terms and conditions available at [www.Tempo-Canada.ca](http://www.Tempo-Canada.ca) which for clarity govern your access to and use of the Tempo-Canada website including any online features, services and platforms (“**Site Terms and Conditions**”);
- (b) The applicable Privacy Policy (defined below); and
- (c) Any other applicable additional terms incorporated by reference within these Terms and Conditions and the Site Terms and Conditions.

### 3. Purchase and Authorized Use

Gift Cards may be purchased at Participating Tempo Locations and may be paid for with a valid debit card, credit card or cash. Notwithstanding the foregoing, the applicable payment methods available for Gift Cards purchased from a Participating Tempo Location may be changed by FCL, in its sole and absolute discretion, at any time.

Gift Cards may only be used in Canada at Participating Tempo Locations for making authorized purchases of eligible products and services, including fuel, convenience store items, and car washes at Participating Tempo Locations. Without limiting the generality of the foregoing, Gift Cards cannot:

- (a) Be used to purchase lottery, other Gift Cards, other third-party gift cards, or other ineligible products or services as determined by FCL in its sole and absolute discretion, at any time;
- (b) Be resold, transferred for value and cannot be used to make a payment on a credit account.

Gift Cards do not expire. No dormancy fees for inactivity or service fees apply.

Except as otherwise explicitly provided herein or required by law, no refunds will be provided on any Gift Cards and Gift Card balances cannot be redeemed for cash. You may not return or cancel your Gift Card after it is purchased. Purchases made using a Gift Card may not be cancelled, returned or refunded and neither FCL nor a Participating Tempo Location has any obligation to provide refunds or credits for such purchases. FCL and the Tempo Dealers reserve the right to refuse to honor a Gift Card which FCL or a Tempo Dealer reasonably believes has been obtained fraudulently.

FCL, its subsidiaries, affiliates, members, related entities, operators and independent Tempo Dealers, or any other entity or person involved in the organization, administration or fulfillment of Gift Cards, and each of their respective officers, directors, shareholders, franchisees, employees, representatives, agents, successors and assigns (collectively, the “**Released Parties**”) are not responsible for lost, stolen or damaged Gift Cards or any unauthorized Gift Card use. The value of your Gift Card will not be replaced by FCL or any other Released Party if your Gift Card is lost, stolen or damaged. You should treat your Gift Card like cash and should safeguard your Gift Card at all times.

Gift Cards may be used as personal or business gifts but may not be used in connection with any marketing, advertising, or other promotional activities (including without limitation via websites, internet advertisements, email, telemarketing, sweepstakes/contests, direct mail, newspaper and magazine advertisements, and radio and television broadcasts) unless you obtain FCL’s prior written approval. Use of FCL’s name, logo, trade names or trademarks including Tempo (or those of any Released Party) in connection with the purchase or use of Gift Cards is strictly prohibited. Furthermore, the use of Gift Cards in any manner that states or implies that any person, website, business, promotion, product or service is endorsed or sponsored by, or otherwise affiliated with, FCL or any other Released Party is prohibited.

#### **4. Gift Card Balance, Reloads and Purchases**

Gift Cards have no value until they are processed through a point-of-sale device at a Participating Tempo Location and a specific value is loaded on to the Gift Card as indicated below. To view your Gift Card balance present your Gift Card to the cashier at a Participating Tempo Location in order to receive a printed receipt. Further, the balance of each Gift Card is printed on a customer’s receipt for every transaction made using the Gift Card.

To purchase a Gift Card, visit a Participating Tempo Location or other retailer authorized to sell Gift Cards as determined by FCL from time to time. Gift Cards are not valid and will not be honored, and neither FCL or the Tempo Dealers will be liable, if obtained from unauthorized sellers, including through Internet auction sites.

A Gift Card may be loaded with a maximum value of two hundred and fifty hundred dollars (\$250) CAD and minimum of five dollars (\$5) CAD. Any attempt to load funds in excess of the maximum value or below the minimum value will not be permitted. You may reload your Gift Card at any Participating Tempo Location subject to the maximum and minimum values noted.

To make an authorized purchase using your Gift Card, at the time of purchase present your Gift Card to the cashier at a Participating Tempo Location and the Gift Card's available balance will be applied toward the total purchase amount (including applicable taxes) of the authorized purchase. You will be responsible for any difference between the balance of your Gift Card and the total purchase amount. In most cases, the balance on a Gift Card is adjusted automatically and immediately when you make a purchase.

## 5. **Limitation of Liability**

THE RELEASED PARTIES MAKE NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO GIFT CARDS, INCLUDING WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN THE EVENT THAT A GIFT CARD IS NON-FUNCTIONAL, YOUR SOLE REMEDY, AND THE RELEASED PARTIES' SOLE LIABILITY, SHALL BE THE REPLACEMENT OF SUCH GIFT CARD. CERTAIN PROVINCIAL/TERRITORIAL LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

To the maximum extent permitted by applicable law, by buying, loading or using a Gift Card, you hereby: (i) release the Released Parties from any loss, liability, claim, demand, damage or expense that arises in connection with your Gift Card; and (ii) agree to accept all responsibility for, and hereby agree to indemnify, defend and hold harmless the Released Parties from and against any loss, liability, claim, demand, damage or expense asserted by any entity or person relating in any way to your breach of any of these Terms and Conditions or that may arise from actions taken by you or for any unauthorized access to use or misuse of your Gift Card. Without limiting the generality of the foregoing, the Released Parties are not responsible for: (a) late, lost, misdirected, delayed, incomplete or incompatible Gift Card-related Information; (b) any failure of a Gift Card; (c) any technical malfunction or other problems of any nature whatsoever, including, without limitation, those relating to the telephone network or lines, electronic transmission, computer on-line systems, servers, access providers, computer equipment or software, any inability to access an on-line service, the failure of any information to be received, or for any other technical or non-technical error or malfunction; (d) incorrect or inaccurate transcription of information or any human error or printing error; and/or (e) any combination of the above.

## 6. **Additional Terms**

- (a) **Privacy.** Gift Cards do not contain any credit card or personal information. Any collection, use, and disclosure of personal information in connection with Gift Cards is governed by FCL's Privacy available at <https://www.fcl.crs/contact-us/app-privacy> ("**Privacy Policy**"). By buying, loading, or using a Gift Card, you agree that FCL and the Tempo Dealers may collect, use and disclose your personal information that may be necessarily required to administer and fulfill your Gift Card, or otherwise use your personal information with your consent or at your direction, as set out in the Privacy Policy. This section does not limit any other consent(s) that you may provide FCL or a Tempo Dealer or others in relation to the collection, use and/or disclosure of personal information, or alter in any way the terms or conditions of any other agreement you may have with FCL, a Tempo Dealer or others for other products or services.

- (b) **Gift Card Program.** The FCL Tempo Gift Card Program (“**Program**”) has no predetermined termination date and may continue until such time as FCL decides to terminate the issuance of the Gift Cards. FCL reserves the right to restrict, suspend or otherwise change any aspect of the Program in its sole and absolute discretion at any time, with or without notice.
- (c) **Amendments to Terms and Conditions and Notice.** FCL reserves the right, to the fullest extent permitted by applicable law and in its sole and absolute discretion, to suspend and/or amend all or any portion of the Terms and Conditions and any other information relating to Gift Cards at any time and without notice. If these Terms and Conditions are updated or amended, the amended version will be posted on this site and will be effective immediately upon posting. It is your responsibility to revisit the Terms and Condition periodically to check for such updates as they will be binding on you. To the fullest extent permitted by applicable law, you waive any right you may have to receive specific notice of such amendment.

Notwithstanding the above, and only where required by applicable law or at FCL’s sole discretion, FCL will provide written notice of a proposed amendment to these Terms and Conditions at least 30 days (or such longer period as may be required by applicable law) before the amendment comes into effect by posting a written notice on the Tempo-Canada website. If you do not agree with a proposed amendment, you may request a refund of the remaining balance of a Gift Card, at no cost or penalty, by sending FCL a notice to that effect: (a) at any time in the 30 day period prior to the amendment coming into effect; or (b) if the amendments increases your obligation or decreases FCL’s obligation under these Terms and Conditions, no later than 30 days after the amendment comes into effect.

To the fullest extent permitted by applicable law, your continued use of the Gift Card following an amendment, suspension of notice period, as applicable, constituted your full acceptance of, and agreement to be legally bound by these Terms and Conditions as revised. This section shall not limit the Site Terms and Conditions or any applicable additional terms incorporated by reference with the Site Terms and Conditions.

- (d) **Gift Card Information.** All Gift Card-related information is and remains the sole and exclusive property of FCL. The decisions of FCL with respect to all aspects of these Terms and Conditions are final and binding without right of appeal.
- (e) **Disputes and Jurisdiction.** As a condition of use of a Gift Card, you agree that except where prohibited by law: (a) any and all disputes, claims, and causes of action arising out of or connected with the Gift Card, shall be resolved individually, without resort to any form of class or representative action as further detailed below; (b) any and all claims, judgments and rewards shall be limited to actual out-of-pocket costs incurred, including costs associated with purchasing the Gift Card, but in no event legal fees; and (c) under no circumstances will you be permitted to seek recovery for, and you hereby waive any and all rights to claim or seek recovery of punitive, incidental and/or

consequential damages, other than for actual out-of-pocket expenses, and waive any and all rights to have damages multiplied or otherwise increased.

All issues and questions concerning the construction, validity, interpretation and enforceability of these Terms and Conditions, or the rights and obligations of you and the Released Parties in connection with the Gift Card shall be governed by, and construed in accordance with, the laws of the province of Saskatchewan and the Federal laws of Canada applicable therein, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of the laws of any other jurisdiction. As applicable, you hereby irrevocably submit to the exclusive jurisdiction of the courts of the Province of Saskatchewan in the City of Saskatoon in relation to all disputes arising from or related to these Terms and Conditions, and any related matters.

- (f) **Severability.** If any provision of the Terms and Conditions is found to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be severed from the remainder of these Terms and Conditions, which will otherwise remain in full force and effect.
- (g) **Conflict.** In the event of any discrepancy or inconsistency between these Terms and Conditions and any disclosures or other statements contained in any Gift Card-related materials, including, but not limited to a website, app and/or point of sale, print or online advertising, these Terms and Conditions shall prevail, govern and control to the fullest extent permitted by law.