

# Pizza Hotline / Café 22 Gift Card Terms and Conditions

## Pizza Hotline / Café 22 Gift Card Terms of Use Agreement

IMPORTANT - PLEASE READ: The following agreement describes the terms and conditions that apply to the pre-paid account of your Pizza Hotline / Café 22 Gift Card in Canada between you and Hotline International Pizza Systems Ltd., which carries on business through its affiliates and franchisees as Pizza Hotline and/or Café 22 (hereafter collectively, "Pizza Hotline / Cafe22").

By using your Pizza Hotline / Cafe 22 Gift Card, you agree to the terms and conditions of this agreement. Please keep a copy of this agreement for your records. The terms and conditions of this agreement will govern the use of the Pizza Hotline / Cafe 22 Gift Card by you or anyone else who holds or uses the Pizza Hotline / Cafe 22 Gift Card.

## About Your Pizza Hotline / Cafe 22 Gift Card Account: Pizza Hotline / Cafe 22 Purchases Only

The Pizza Hotline / Cafe 22 Gift Card allows you to load a dollar value on to your Pizza Hotline / Cafe 22 Gift Card for future purchases at participating Pizza Hotline / Cafe 22 stores. The dollar value that you load onto your Pizza Hotline / Cafe 22 Gift Card is a pre-payment only for the goods and services at participating Pizza Hotline / Cafe 22 stores. No credit card, credit line, overdraft protection, or deposit account is associated with a Pizza Hotline / Cafe 22 Gift Card. Unless otherwise required by law or permitted by this agreement, any amount on your Pizza Hotline / Cafe 22 Gift Card is non-refundable and may not be redeemed for cash at Pizza Hotline / Cafe 22 stores. No interest, dividends, or any other earnings on funds deposited onto a Pizza Hotline / Cafe 22 Gift Card will accrue or be paid or credited to you by Pizza Hotline / Cafe 22. The value associated with the Pizza Hotline / Cafe 22 Gift Card is not insured by either the Canadian Deposit Insurance Corporation (CDIC) or the Federal Deposit Insurance Corporation (FDIC).

Use of Pizza Hotline / Cafe 22 Gift Card is limited to participating Pizza Hotline / Cafe 22 locations. We reserve the right not to accept, load, re-load or re-issue any Pizza Hotline / Cafe 22 Gift Card or otherwise limit the use of a Pizza Hotline / Cafe 22 Gift Card if we reasonably believe that the use is unauthorized, fraudulent, or otherwise unlawful.

## Loading and Reloading Value on Your Card

You can load (or reload) a dollar value on the Pizza Hotline / Cafe 22 Gift Card at participating Pizza Hotline / Cafe 22 stores using cash, an approved credit card or debit card (where available). All Pizza Hotline / Cafe 22 Gift Cards must be activated at a participating store (no activation can take place online). The loaded amount will appear on your Pizza Hotline / Cafe 22 Gift Card immediately. Currently, you may not load more than \$200.00 worth of value to your Pizza Hotline / Cafe 22 Gift Card and there is no minimum amount that must be loaded onto your Pizza Hotline / Cafe 22 Gift Card. The maximum online amount that can be charged to a credit card is \$200 per day Pizza Hotline / Cafe 22 may change the maximum or minimum amount that may be loaded onto your Pizza Hotline / Cafe 22 Gift Card at any time in its sole discretion, and we will post such changes online at <http://www.pizzahotline.ca>.

## Fees and Expiration of Card Balances

Pizza Hotline / Cafe 22 does not charge any fees for the issuance, activation, or use of your Pizza Hotline / Cafe 22 Gift Card and your Pizza Hotline / Cafe 22 Gift Card has no expiration date. Pizza Hotline / Cafe 22 Gift Cards with a zero balance will be deactivated after two (2) years from the date of last use. Pizza Hotline / Café 22 Gift Cards issued as part of a promotional or charitable purpose, or as part of a reward or loyalty program are subject to an expiry date at our discretion.

## Receipts and Statements

Cardholders are not sent statements of itemized transactions from a Pizza Hotline / Cafe 22 Gift Card account. You can check the balance of your Pizza Hotline / Cafe 22 Gift Card in store, online at our website. The account balance for a Pizza Hotline / Cafe 22 Gift Card also will appear on your receipt from a point-of-sale register. When you use your Pizza Hotline / Cafe 22 Gift Card, you will be offered a receipt but will not be asked to sign the receipt. The receipt will indicate that the purchase was made using a Pizza Hotline / Cafe 22 Gift Card and will provide the remaining balance of your Pizza Hotline / Cafe 22 Gift Card. You should retain your receipts from each transaction in order to ensure that your account balance is correct. You will need to produce your receipt in the event of a balance dispute.

## Billing Errors, Corrections

We reserve the right to correct the balance of your Pizza Hotline / Cafe 22 Gift Card account if we believe that a clerical, billing or accounting error occurred. We shall have no liability for any billing error unless you provide us notice within sixty (60) days of the date of the transaction in question. You should monitor your transactions and account balances closely.

## Liability for Unauthorized Transactions

Because your Pizza Hotline / Cafe 22 Gift Card is used like cash for purchases from Pizza Hotline / Cafe 22, you are responsible for all transactions associated with your Pizza Hotline / Cafe 22 Gift Card, including unauthorized transactions.

## Privacy Statement

For information concerning how we collect, use and disclose information concerning the Pizza Hotline / Cafe 22 Gift Card, you should refer to our privacy statement <http://www.pizzahotline.ca>.

## Amendments to this Agreement

We may amend the terms or conditions of this agreement at any time, including any rights or obligations you or we may have. We will post the terms and conditions of the amended agreement on our web site at <http://www.pizzahotline.ca>. As permitted by applicable law, any amendment will become effective at the time we post the amended agreement on our web site or as otherwise stated in our notice to you. Unless we state otherwise, the amendment will apply to your future and existing Pizza Hotline / Cafe 22 Gift Cards. You are deemed to accept the amendments if (1) you do not notify us to the contrary in writing within twenty (20) days of the date of our notice or such other time specified in the notice, or (2) you use your Pizza Hotline / Cafe 22 Gift Card after such notice period. If you do not accept the amendments, upon written request, your Pizza Hotline / Cafe 22 Gift Card will be cancelled and any amounts remaining on your Pizza Hotline / Cafe 22 Gift Card will be refunded to you.

## Suspension or Termination of this Agreement

We may suspend or terminate this agreement in whole or in part at any time and for any reason or no reason without notice or liability to you, including in connection with the termination of the Pizza Hotline / Cafe 22 Gift Card program. If we terminate this agreement without cause, we will refund or issue store credits equal to the balance held in your Pizza Hotline / Cafe 22 Gift Card account.

## Governing Law

This agreement shall be governed by and construed in accordance with the laws of the Province of Manitoba, Canada, notwithstanding any conflict of law rules.

## Arbitration

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS RIGHTS THAT YOU MAY OTHERWISE HAVE. IT PROVIDES FOR RESOLUTION OF MOST DISPUTES THROUGH ARBITRATION INSTEAD OF COURT TRIALS AND CLASS ACTIONS. ARBITRATION IS FINAL AND BINDING AND SUBJECT TO ONLY VERY LIMITED REVIEW BY A COURT. THIS ARBITRATION CLAUSE SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

## Binding Arbitration

This provision is intended to be interpreted broadly to encompass all disputes or claims arising out of our relationship. Any dispute or claim made by you against us (or against any of our subsidiary, parent or affiliate companies) arising out of or relating to this agreement or your use of the Pizza Hotline / Cafe 22 Gift Card (whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory) will be resolved by binding arbitration except that (a) you may take claims to small claims court if they qualify for hearing by such a court, or (b) you or we may choose to pursue claims in court if the claims relate solely to the collection of any debts you owe to us. However, even for those claims that may be taken to court, you and we both waive any claims for punitive damages and any right to pursue claims on a class or representative basis.

## Arbitration Procedures

You must first present any claim or dispute to us by contacting our Customer Service Department to allow us an opportunity to resolve the dispute. You may request arbitration if your claim or dispute cannot be resolved within sixty (60) days. The arbitration of any dispute or claim shall be conducted in accordance with the Arbitrations Act (Manitoba) as modified by this agreement. Unless you and we agree otherwise, any arbitration will take place in Winnipeg, Manitoba, and will be conducted in the English language. An arbitrator may not award relief in excess of or contrary to what this agreement provides, order consolidation or arbitration on a class wide or representative basis, or award punitive damages or any other damages aside from the prevailing party's actual damages, except that the arbitrator may award on an individual basis damages required by statute and may order injunctive or declaratory relief pursuant to an applicable consumer protection statute. Any arbitration shall be confidential, and neither you nor we may disclose the existence, content or results of any arbitration, except as may be required by law or for purposes of enforcement of the arbitration award. Judgment on any arbitration award may be entered in any court having proper jurisdiction. If any portion of this arbitration clause is determined by a court to be inapplicable or invalid, then the remainder shall still be given full force and effect.

## Costs of Arbitration

All administrative fees and expenses of an arbitration will be divided equally between you and us. In all arbitrations, each party will bear the expense of its own counsel, experts, witnesses and preparation and presentation of evidence at the arbitration.

## Waiver of Punitive Damage Claims and Class Actions

By entering into this agreement, both you and we are waiving certain rights to litigate disputes in court. If for any reason this arbitration clause is deemed inapplicable or invalid, you and we both waive, to the fullest extent allowed by law, any claims to recover punitive or exemplary damages and any right to pursue any claims on a class or consolidated basis or in a representative capacity.

## Disclaimers and Limits of Liability

HOTLINE INTERNATIONAL PIZZA SYSTEMS LTD. MAKE NO REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE PIZZA HOTLINE / CAFE 22 GIFT CARD, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT, OR ANY WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE. SOME STATES/JURISDICTIONS DO NOT ALLOW THE LIMITATION OF IMPLIED WARRANTIES, SO THIS MAY NOT BE APPLICABLE TO YOU. HOTLINE INTERNATIONAL PIZZA SYSTEMS LTD. DOES NOT REPRESENT OR WARRANT THAT YOUR PIZZA HOTLINE / CAFE 22 GIFT CARD WILL ALWAYS BE ACCEPTED OR THE PIZZA HOTLINE / CAFE 22 GIFT CARD PROGRAM WILL ALWAYS BE ACCESSIBLE.

IN THE EVENT THAT HOTLINE INTERNATIONAL PIZZA SYSTEMS LTD. OR ITS AFFILIATES ARE FOUND LIABLE TO YOU, YOU SHALL ONLY BE ENTITLED TO RECOVER ACTUAL AND DIRECT DAMAGES AND SUCH DAMAGES SHALL NOT EXCEED THE LAST BALANCE HELD ON YOUR PIZZA HOTLINE / CAFE 22 GIFT CARD PRIOR TO THE TIME AT WHICH SUCH DAMAGES AROSE. HOTLINE INTERNATIONAL PIZZA SYSTEMS LTD. AND ITS AFFILIATES SHALL HAVE NO LIABILITY FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION LOSS OF PROFIT, REVENUE, USE OR DATA) ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, WHETHER IN CONTRACT (INCLUDING FUNDAMENTAL BREACH), WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), PRODUCT LIABILITY, STRICT LIABILITY OR OTHER THEORY, EVEN IF WE OR OUR AUTHORIZED REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL HOTLINE INTERNATIONAL PIZZA SYSTEMS LTD. OR ITS AFFILIATES HAVE ANY LIABILITY FOR UNAUTHORIZED ACCESS TO, OR ALTERATION, THEFT OR DESTRUCTION OF A PIZZA HOTLINE / CAFE 22 GIFT CARD THROUGH ACCIDENT, MISUSE, OR FRAUDULENT MEANS OR DEVICES BY YOU OR ANY THIRD PARTY, OR AS A RESULT OF ANY DELAY OR MISTAKE RESULTING FROM ANY CIRCUMSTANCES BEYOND OUR CONTROL. SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

## Assignment

We may assign all or part of this agreement without notice to you. We are then released from all liability. The assignee shall have the same rights and obligations as the assignor and shall agree in writing to be bound by the terms and conditions of this agreement.

## Entire Agreement

This agreement is the complete and exclusive statement of agreement between you and HOTLINE INTERNATIONAL PIZZA SYSTEMS LTD. AND IT'S AFFILIATES, and supersedes and merges all prior proposals and all other agreements. In the event that any provision of this agreement shall be determined to be illegal or unenforceable, that provision will be eliminated to the minimum extent necessary so that this agreement shall otherwise remain in full force and effect and enforceable. Headings herein are for convenience of reference only and shall in no way affect interpretation of this agreement.

## Questions or Notices

If you have any questions or wish to send us any notice regarding this agreement or your Pizza Hotline / Cafe 22 Gift Card, please visit our web site at <http://www.pizzahotline.ca/> or call us at 1-800-805-5444.