

GALES REWARDS PROGRAM TERMS AND CONDITIONS

1. The Gales Rewards program is a loyalty reward program that is operated by Gales Gas Bars Limited ("Gales"). The loyalty reward program operates only through participating Gales and Bobs Mini Mart Inc. ("Bobs") locations. By activating the Gales Rewards card (the "Gales Reward Card" or the "Card") or downloading and registering your participation in the program via the Gales Reward app, you are deemed to agree to the Terms and Conditions of the Gales Rewards program contained herein and accept that these Terms and Conditions represent the entire agreement between yourself and Gales with respect to the Gales Rewards program.

HOW TO ENROLL IN THE PROGRAM

2. Membership in the Gales Rewards program is free. To participate in the Gales Rewards program, you must be a resident of Ontario, be 16 years of age or older, and must obtain the consent of a parent or legal guardian if you are under the age of majority.
3. A customer can initiate their participation in the Gales Rewards program by obtaining a Gales Rewards Card and/or by downloading the Gales Rewards app.
 - a. **Gales Rewards Card** - Customers that wish to initiate their participation in the Gales Rewards program using a Gales Rewards Card may obtain a Card at any participating Gales or Bobs location by requesting a Card from on-site personnel. The Gales Rewards Card may only be used after the employee activates the Card by electronically "reading" the Card into the Gales point of sale terminal, which will occur when the customer makes their first purchase in association with the Card. Once activated, Gales Rewards will begin to accrue to that specific Gales Rewards Card and the account associated with such Card, and the customer in receipt of the Card will become a rewards program participant ("a Program Participant"). However, a Program Participant will not be able to redeem Gales Rewards until the Program Participant registers the Gales Rewards Card online. Gales Rewards Cards can be registered by visiting www.gales.ca and following the appropriate online links to an external web address, as directed.
 - b. **Gales Rewards app** – Customers that wish to initiate their participation in the Gales Rewards program using the Gales Rewards app may download the Gales Rewards app to their mobile device from Apple's App Store or Google Play, as the case may be. After downloading and opening the app, the customer must then select the 'Sign Up' option and follow the appropriate prompts. After the 'Sign Up' process is complete, the customer will receive an email message with a request to validate their email address. The customer must first validate the email address as instructed, following which they will be able to 'Log In' to their Gales Rewards app account for the first time. Upon the initial 'Log In' to the Gales Rewards app, the customer will become a Program Participant and will be able to accrue and redeem Gales Rewards from that point onward. Customers using the Gales Rewards app can only change an original email address used to sign up for the Gales Rewards App via Gales online portal at www.gales.ca.

- c. **Card & App Participation** – Customers can earn and redeem Gales Rewards by using a Gales Rewards Card and the Gales Rewards app. If a customer participates in the Gales Reward program through the use of the Card and the Gales Rewards app, the Program Participant will have separate accounts through which to earn and redeem Gales Rewards. However, rewards can only be earned in or redeemed from one account (i.e. the Gales Reward Card account or the Gales Rewards app account) in any single transaction at a participating Gales or Bobs location. Through use of the Gales Rewards app, a Program Participant can move their reward balance from one account to another (i.e. from the Card account to the app account or vice versa). A Program Participant with a Card account and a Gales Rewards app account, can review their Card account reward balance and/or the app account reward balance through use of the Gales Rewards app.
4. The Gales Rewards Card is not a credit card or debit card but only a Gales Rewards reward accumulation card. The Gales Rewards Card is the property of Gales and it may be revoked at any time by Gales in its sole discretion. Gales reserves the right to cancel the Card and/or account of any Program Participant and cause all rewards associated with such Card and/or account to become forfeited and/or expire, without notice and without compensation, in the event that a Program Participant does not follow, or otherwise abuses, the Gales Rewards program and/or its Terms and Conditions. All of the foregoing is at the sole discretion of Gales.
5. Only individuals may become Program Participants. Corporations, businesses, charities, partnerships, associations, entities or anyone other than an individual are not eligible to become Program Participants. Gales Rewards will not be earned and are not redeemable by customers completing purchases of products or services using a Gales Commercial Card or any other credit card issued by Gales.
6. Individuals who are employed by Gales and/or Bobs (“employees”) are not eligible to become Program Participants or otherwise participate in the Gales Rewards program. For greater certainty, employees may not enroll in the Gales Rewards program, nor accrue, redeem, or otherwise deal in Gales Rewards in any manner whatsoever.
7. Program Participants are responsible for notifying Gales at www.gales.ca or <https://gales.ackroo.net> of any changes in the member profile information that is collected in relation to their participation in the Gales Rewards program such as, but not limited to, the Program Participant’s mailing address, telephone number, and e-mail address. Gales shall not be held responsible or liable for any misdirected communication such as mail, telephone, or email communications, nor for any other consequences resulting from a Program Participant failing to update their profile or contact information, including the unauthorized use of the Program Participant's Card and/or account associated therewith.

EARNING GALES REWARDS

8. Once a Gales Rewards Card or app account is activated, the Program Participant will earn Gales Rewards according to these Terms and Conditions each time that an eligible purchase is made at a participating location. Please note that anyone may use a Program Participant’s

Gales Rewards Card or Gales Rewards app and, in so doing, all Gales Rewards accrued through any such usage will accrue in the name of the Program Participant associated with the Card account number or app account being used. Gales Rewards are not transferrable from one Program Participant to another, except as otherwise provided herein.

9. Program Participants are required to present their Gales Rewards Card or their unique 4-Digit Paycode (available through the Gales Rewards app) before any final transaction payment is taken by the store clerk. Gales Rewards can only be earned to a single account (i.e. a Gales Reward Card account or a Gales Rewards app account) in any single transaction at a participating Gales or Bobs location. If a Program Participant does not present their Card or 4-Digit Paycode at the time of purchase, no retroactive accumulation of Gales Rewards will occur. The only opportunity to collect Gales Rewards is at the time of an actual eligible purchase and prior to payment, in coordination with the Program Participant presenting their Gales Rewards Card or 4-Digit Paycode, as the case may be. Gales Rewards will not be granted on previously completed purchases where a valid Gales Reward Card or 4-Digit Paycode was not presented prior to payment.
10. Except as otherwise herein provided, Gales Rewards will be awarded at the rate of 1.0% for each full or part dollar spent on each separate purchase of eligible products or services (including gasoline and diesel products) at all participating Gales and Bobs locations. Gales Rewards will be calculated with reference to the purchase price of eligible products and services excluding applicable taxes and any applicable discounts as shown on each purchase receipt. If a Program Participant pays for a purchase of eligible products partly by way of redemption of Gales Rewards and the balance by way of cash, credit or debit, no Gales Rewards will be earned by the Program Participant on the cash, credit or debit portion of such a transaction. If a Program Participant earns Gales Rewards in a manner not permitted in these Terms and Conditions, or any offer, Gales may deem, in its sole discretion, any such Gales Rewards to be invalid and cancel them, resulting in the removal of such Gales Rewards from the Program Participant's account.
11. Gales Rewards will not be earned and are not redeemable with respect to the purchase of the following products and services: (a) tobacco products, electronic cigarettes and other vaping products; (b) gift cards; (c) lottery tickets (d) wireless and long distance phone cards and prepaid phone cards; (e) gifts with purchase; (f) items excluded by law; and (g) any other items specified as exclusions from time to time. Gales Rewards will not be earned and are not redeemable by customers completing purchases of products or services using a Gales Commercial Card or any other credit card issued by Gales.
12. Gales Rewards earned on a transaction will be shown on the purchase receipt that is issued at the time of purchase. In the event that the servers used to record the accrual of Gales Rewards are unavailable, no Gales Rewards will accrue in relation to any transaction that occurs during the course of such unavailability. Redemption of Gales Rewards will not be available to Program Participant's if the servers used to redeem the Gales Rewards are unavailable.
13. Program Participants may only earn and/or redeem Gales Rewards on eligible transactions that are completed via an in-store point of sale system, operated by an attendant at Gales and Bobs

locations. Program Participants cannot earn Gales Rewards on any transaction that is completed via the sales terminals affixed to fuel pumps at Gales locations.

14. A Program Participant's Gales Rewards account is accessible online via the portal at www.gales.ca or as otherwise directed in the Gales Reward app. Program Participants are able to access their online cardholder portal by using the Program Participant's own unique password. Account profiles using the Gales Reward app can be updated using the Program's Participant's app password. It is the responsibility of the Program Participant to ensure that the passwords associated with their participation in the Gales Rewards program are adequately protected at all times. **GALES & BOBS ASSUME NO LIABILITY FOR THE UNAUTHORIZED USE OF ANY PASSWORD REGARDLESS OF THE CIRCUMSTANCES.**
15. In the event of a discrepancy between the Gales Rewards earned, the balance on a purchase receipt, the awards posted online in a Program Participant's account or within the Gales Rewards app, and/or as contained in Gales' internal database, the information appearing in Gales' internal database will be deemed as accurate. The information appearing online is initially generated from point of sale transactions as they occur at Gales and Bobs locations, and for this reason the information appearing online may not accurately reflect data contained in Gales' internal database.
16. If a Program Participant believes that there is a discrepancy concerning the Gales Rewards earned, redeemed, or returned on a particular transaction, the Program Participant has 30 days from the date on their purchase receipt to contact Gales and report the matter. After 30 days has passed following the date of a transaction, the Gales Rewards earned as appearing in relation to that transaction in Gales' internal database will be deemed to be correct and accepted by the Program Participant. If it is discovered that any Gales Rewards were not properly issued, returned, or redeemed, Gales, in its sole discretion, reserves the right to make any adjustments to the Gales Rewards in question in order to correct any discrepancies.
17. When a Program Participant makes a return and/or exchange in relation to a prior transaction for which Gales Rewards were accumulated, the corresponding Gales Rewards will be deducted from the Program Participant's account. The amount of Gales Rewards deducted will equal the amount of Gales Rewards that were issued for the returned eligible product or service. If the return and/or exchange relates to an item or service that was acquired through the redemption of Gales Rewards, all redeemed Gales Rewards will be returned to the Program Participant in their original format.
18. The accumulation of Gales Rewards does not entitle the Program Participant to any financial stake or vested right of any kind, as all Gales Rewards remain the sole property of Gales at all times and in perpetuity.
19. Gales may from time to time offer extra Gales Rewards on selected products and/or services. In such cases the amount of extra Gales Rewards advertised in-store will be awarded in addition to the Gales Rewards awarded pursuant to these Terms and Conditions. Items which are made eligible for the accrual of extra Gales Rewards are subject to a limited purchase of one item per transaction, unless otherwise stated.

HOW TO REDEEM GALES REWARDS

20. Subject to these Terms and Conditions, Gales Rewards are redeemable at the rate of 1¢ of Gales Rewards has a redemption value of 1¢ towards eligible purchases or services. To “redeem” your Gales Rewards means to use Gales Rewards to pay or partially pay for eligible purchases or services by using your Gales Rewards Card or unique 4-Digit Paycode at the point of sale at participating Gales and Bobs locations.
21. Gales Rewards are redeemable on the full purchase price of eligible products and services, inclusive of all taxes payable thereon, at participating Gales and Bobs locations.

In accordance with applicable laws, sales taxes (including, without limitation, goods and services taxes, harmonized sales taxes, provincial sales taxes and any other taxes) are calculated and payable by the Program Participant on the full amount of the purchase price for an eligible product or service before any reduction for redeemed Gales Rewards.

22. In order to redeem Gales Rewards, the Program Participant must have completed the ‘Sign Up’ process associated with the Gales Rewards app or have registered their Gales Rewards Card online, as the case may be. Additionally, in order to redeem Gales Rewards, a Program Participant must present their registered Card or unique 4-Digit Paycode at the time of redemption. At that time, the Program Participant’s Gales Rewards balance on their Card account or their app account (as applicable) will be reduced by the amount of Gales Rewards redeemed. Rewards can only be redeemed from one account (i.e. a Card account or an app account) in any single transaction at a participating Gales and Bobs location. Subject to Section 24 below, Gales Rewards can be redeemed in any amount, provided that the required amount of Gales Rewards exists in the Program Participant’s account prior to a purchase/redemption taking place. There is no minimum number of Gales Rewards that need to be redeemed at one time in order to claim a Program Participant's awards. By way of example, if a Program Participant spends \$100.00 (exclusive of applicable taxes) on eligible products or services, the Program Participant will earn \$1.00 in Gales Rewards which can be redeemed to pay or partially pay for eligible purchases or services at any time. Gales Rewards can only be redeemed by the Program Participant who is the registered Program Participant of the account associated with the Gales Rewards Card or Gales Rewards app 4-Digit Paycode that is presented for the redemption. Gales will not be held liable for any unauthorized purchases and/or redemptions made by anyone other than the registered Program Participant. Redemption of Gales Rewards can only take place if the servers that process the transaction are fully operational and available, and if the Program Participant has an account which is in good standing with the program.
23. Gales Rewards may be redeemed at any participating Gales or Bobs location for any eligible product or service. Gales may add or delete products and services eligible for Gales Rewards redemption at any time. In addition, Gales may substitute products and services eligible for redemption with those of equal or greater value at its sole discretion, at any time.
24. The maximum value of Gales Rewards that can be redeemed in one transaction is \$250.00, or such higher amount as may be set by Gales from time to time. Gales Rewards are not earned

on any portion of a transaction that is being paid for by redeeming Gales Rewards. Gales Rewards that are earned by making a purchase cannot be redeemed for the same purchase and can only be redeemed on a subsequent eligible purchase. Gales Rewards will not be earned on the purchase of eligible products or services where the Program Participant pays for such a transaction partly by way of redemption of Gales Rewards and the balance by way of cash, credit or debit or pays for such a transaction using a Gales Commercial Card or any other credit card issued by Gales.

USE OF THE GALES REWARDS APP

25. Program participants may choose to accumulate and redeem Gales Rewards through the use of their Gales Rewards app and/or their Gales Reward Card. However, in any single transaction, at participating Gales and Bobs location, a Program Participant may accumulate and redeem Gales Rewards in association with only one account (i.e. a Gales Rewards Card account or the Gales Rewards app account). A Program Participant may transfer any Gales Rewards balance associated with their Gales Rewards app to a Gales Reward Card, or from their Gales Reward Card to their Gales Rewards app using the Gales Rewards app.
26. In the event that a Program Participant is unable to accumulate or redeem Gales Rewards via the Gales Rewards app due to technological, connectivity, or other issues at the time that an eligible transaction takes place, no Gales Rewards will accumulate or be redeemable in relation to the relevant transaction. Gales assumes no responsibility for a Program Participant's inability to deal with Gales Rewards in such circumstances.
27. Gales & Bobs assume no responsibility for Gales Rewards that are accumulated, redeemed, or otherwise dealt with by any third party that has gained access to a Program Participant's Gales Rewards app and/or the Program Participant's mobile device, either with or without the Program Participant's consent. It is the responsibility of the Program Participant to ensure that access to their Gales Rewards app is adequately protected by a password or other means.

GENERAL

28. Gales Rewards have no monetary or other value, except as applied towards the purchase of eligible products and services offered for sale at participating Gales and Bobs locations in accordance with these Terms and Conditions. Gales Rewards are not exchangeable for cash or credit other than as herein specified, Gales Rewards are non-transferrable. Gales Rewards cannot be sold or purchased and may not be exchanged, gifted, bartered, mortgaged, or made subject to any security interest or charge. Any Gales Rewards that are dealt with in contravention of the foregoing will be deemed void immediately upon the occurrence of such dealing.
29. Gales reserves the right to sell or transfer all or part of the Gales Rewards program to a related company or to a third party, to merge with another entity, or to engage in any form of corporate reorganization or financing transaction.

30. Gales Rewards are deemed to become forfeited and/or expire at the time that the Program Participant's accounts are closed and/or terminated for any reason, except as otherwise provided herein. No credit of any kind will be given to a Program Participant for unredeemed Gales Rewards that remain in any of the Program Participant's accounts at the time of their forfeiture and/or expiry.
31. Gales reserves the right to terminate the Gales Rewards program (or any part of it) at any time on 45 days' prior written notice. Notice of termination of the Gales Rewards program may be provided at Gales' website (www.gales.ca), at participating Gales and Bobs locations, or through other communications to Program Participants, including via email. If the Gales Rewards program is terminated, a Program Participant will have up to 45 days after the effective termination date to use the Program Participant's Gales Rewards. After the 45-day period, any Gales Rewards that have not been redeemed will be forfeited.
32. Gales reserves the right to restrict, suspend, or otherwise change any aspect of the Gales Rewards program. Gales may modify all or any one or more of these Terms and Conditions, including, without limitation: (a) the manner and rate at which Gales Rewards are earned; (b) the manner and rate at which Gales Rewards are redeemed; (c) eligibility conditions to the Gales Rewards program; and (d) the manner in which a Program Participant may participate in the Gales Rewards program. In the event that these Terms and Conditions, or any aspect of the Gales Rewards program, is restricted, suspended, or amended, Gales will post the amended terms and conditions online at www.gales.ca. A Program Participant's continued participation in the Gales Rewards program following such notice will constitute the Program Participant's consent to any amendments to these Terms and Conditions, or any other aspect of the Gales Rewards program. Should a Program Participant not agree to any such amendment, the Program Participant can cancel their participation in the Gales Rewards program without penalty. The Program Participant will then have 45 days to redeem any Gales Rewards on the Program Participant's account and any rewards not redeemed after 45 days from closure of the Program Participant's account will be forfeited.
33. If there is no activity (i.e. no accrual or redemption of Gales Rewards) on a Program Participant's account for twelve (12) consecutive calendar months, Gales reserves the right to terminate the inactive account. Upon such termination, all Gales Rewards associated with the inactive account will immediately become forfeited and/or expire and no credit of any kind will be given to the Program Participant.
34. In the event that a Program Participant becomes deceased or bankrupt, all Gales Rewards associated with such Program Participant's Gales Rewards accounts and Gales Rewards Cards will be deemed to be void immediately prior to the Program Participant's time of death or bankruptcy, as the case may be.
35. Gales Rewards are not divisible in the case of legal disputes, including marital disputes such as divorce, separation, or equalization of net family property.
36. A Program Participant can choose to end their participation in the Gales Rewards program by notification through the portal provided at www.gales.ca. Should a Program Participant choose

to end their participation in the Gales Rewards program, the Program Participant will have 45 days in which to redeem any Gales Rewards and any rewards not redeemed after 45 days from the closure of the Program Participant's accounts will be forfeited.

37. In the case of a lost or stolen Gales Rewards Card, a new Card will be provided to the Program Participant upon request at any participating Gales or Bobs location. Any accumulated/unredeemed Gales Rewards balance relating to the lost or stolen Card can be transferred to the new Card via the online portal provided at www.gales.ca, following the Program Participant's online registration of the new Card. The balance of Gales Rewards can only be transferred if the lost or stolen Card was registered and if Gales can verify the authenticity/identity of the Program Participant. A lost or stolen Card that is reported will be deactivated once the Program Participant registers a new Card and transfers their Gales Rewards balance from the former account to the new account number. Gales & Bobs assume no liability for Gales Rewards that are redeemed or otherwise dealt with by any person(s) prior to a customer registering a replacement Gales Rewards Card online. If any Gales Rewards are redeemed or otherwise dealt with prior to such registration, any unauthorized redemption of, or dealing with, Gales Rewards will not be reinstated nor otherwise credited to the Program Participant's new Card.
38. Gales & Bobs are not responsible or liable for any errors or omissions of any kind, whether in these Terms and Conditions, as the result of any mechanical or technological failure, or as the result of any human error whether by Gales, Bobs, their loyalty program provider or their respective agents, employees, contractors, licensees, or others for whom they may be responsible in law.
39. Failure to comply with any of the Terms and Conditions detailed herein or any violation, fraud, theft, or abuse of the Gales Rewards program in any way may result in the forfeiture and/or expiry of all Gales Rewards and the possible suspension and/or cancellation of a Program Participant's Gales Rewards account without notice and without compensation, as deemed necessary and appropriate by Gales, in its sole discretion.
40. Gales & Bobs will not be liable or responsible in any manner for any tax consequences arising from a Program Participant's involvement or participation in the Gales Rewards program.
41. Any waiver by Gales of the strict observance, performance, and/or compliance of the Terms and Conditions contained herein, whether explicitly or by course of conduct, shall be effective only in the specific instance and shall not waive any other rights of Gales.
42. Gales, at its sole discretion, reserves the right to take any action or make any decision which, in its sole opinion, preserves the integrity of the Gales Rewards program.
43. To the extent permitted by law, by participating in the Gales Rewards program, the Program Participant (and a parent or legal guardian on their behalf, if the Program Participant is under the age of majority) agree to release and discharge Gales, Bobs and any other third party that may from time to time participate in the Gales Rewards program (whether as a participant or in an administrative, operational, or other capacity), and their respective officers, directors, agents, representatives, successors, and assigns, from any loss, liability, claim, demand,

damage, or expense asserted by any person or entity relating in any way to the Gales Rewards program, participation in the Gales Rewards program or the redemption and use/misuse of any item obtained through the redemption of Gales Rewards or otherwise in connection with the Gales Rewards program.

44. In the event that any clause or term within these Terms and Conditions is held to be invalid, unenforceable, or otherwise contrary to law: (i) such clause or term shall be modified to the minimum extent necessary to cure such defect and make such clause or term valid, enforceable, or otherwise compliant with the law; and (ii) the remaining provisions of these Terms and Conditions will nevertheless be binding upon the parties and will not in any way be affected or impaired.

GOVERNING LAW

45. The Gales Rewards program shall be governed by the laws of Ontario and the laws of Canada applicable therein. Any disputes regarding the Gales Rewards program, or in any way arising out of participation in the Gales Rewards program, shall be submitted to the courts of Ontario, whose courts shall have exclusive jurisdiction to hear such disputes.

PRIVACY

46. Much of the information provided by participants through the online registration form will constitute personal information, as defined under the *Personal Information and Protection of Electronic Documents Act*, S.C. 2000, c. 5 (“*PIPEDA*”). Examples of such personal information include, among other things, the Program Participant’s name, gender, mailing address and email address. Although Gales is collecting such personal information for the purposes of administering the Gales Rewards program, this personal information may also be used by Gales for marketing purposes and/or to notify participants of special promotional offers, unless the Program Participant chooses to opt out of receiving promotional material.
47. Gales will not sell any personal information to any third party, however Program Participants’ personal information may be provided to associated third parties for the purpose of administering the Gales Rewards program.
48. Program Participants in the Gales Rewards program can choose not to be included in Gales’ marketing database and/or not to be contacted for promotional reasons by selecting the appropriate response during the online registration process or signing up for the program using the Gales Rewards app. Any Program Participant whose online registration is received without the exclusion check-off boxes properly marked off, will be deemed to have consented to the use of their personal information for the purposes described above. Gales & Bobs assume no responsibility or liability in the event that a Program Participant’s personal information is accessed unlawfully and/or without authorization by a third party due to the Program Participant not taking the necessary steps to ensure that their information is secure (i.e., a lost or stolen password, dissemination of a password in a public sphere, etc.).