

YUMMY POINTS[®] PROGRAM TERMS AND CONDITIONS

Membership Enrollment

1. To participate in the *Yummy Points*[®] Program (the “Program”), a customer must become a Member of the Program, which is offered by Yummy Market Inc. (“YMI”, “our”, “we” and us”) under these terms and conditions (“Terms and Conditions”). Membership is absolutely free and no initial purchase is required. To participate, you must be an individual who is a Canadian resident, 18 years of age or older. Simply fill out a Program Enrollment Form accurately, completely and legibly inside the store. Upon completion, the Member will receive his/her own *Yummy Points*[®] card, and the Terms and Conditions will form an agreement between YMI and the Member.
2. Only one *Yummy Points*[®] card is available per customer.
3. The *Yummy Points*[®] card is not a credit card. The *Yummy Points*[®] card is the property of YMI and may be revoked at any time by YMI in its sole discretion.
4. Each Yummy Market Member (“Member”) will be issued a *Yummy Points*[®] card that has a unique number ascribed to it registered in the Member’s name. *Yummy Points*[®] Members cannot share their account number and account information with anyone else. Account information should be protected and kept secure.
5. *Yummy Points*[®] Members must advise YMI immediately of any changes of Personal Information (as hereinafter defined) including name, address, telephone numbers and e-mail address by completing a new Yummy Points Program Enrollment Form as per paragraph 1. YMI may contact the Member to verify its records. YMI reserves the right to cancel any *Yummy Points*[®] Card for which it has incomplete or inaccurate Personal Information and all Yummy Points redemptions on that account may be blocked. The submission of false or fictitious Personal Information will result in all the *Yummy Points*[®] accumulated on an account being forfeited.
6. YMI reserves the right to refuse issuance of a *Yummy Points*[®] card to any customer who does not follow the prescribed enrollment procedures.
7. Members must present their personal valid *Yummy Points*[®] card to collect points and earn rewards. Any unauthorized reproduction of the *Yummy Points*[®] card may lead to legal prosecution and forfeiture of all Yummy Points and membership in the Program.

Collection of Yummy Points[®]

9. To collect Yummy Points, a Member must make eligible purchases using their personal valid Yummy Points Card. The Member’s personal *Yummy Points*[®] card must be presented to the cashier before the purchase transaction is completed. A valid **original** *Yummy Points*[®] card must be presented prior to payment. No electronic version, facsimile or just the account number will be accepted. *Yummy Points*[®]

will not be granted on previously-completed purchases where a valid card was not presented prior to payment.

10. *Yummy Points*® will be awarded at the rate of 100 *Yummy Points*® for each full \$1.00 (One Dollar) spent on each separate purchase. *Yummy Points*® will be calculated by reference to the net (purchase price less discounts) pre-tax total of each cash register receipt. Any promotional points offered on certain products from time to time shall form part of the Member's total points balance, but such offers are time limited and may be subject to further terms and conditions.

11. *Yummy Points*® cannot be earned or redeemed for the following items: (i) third party gift card products, pre-paid credit cards and wireless or long distance phone cards (*Yummy Points*® will be awarded when a *Yummy Points*® Member: (a) buys or loads a Yummy Market Gift Card or (b) *Yummy Points*® also can be redeemed or used to buy or load a Yummy Market Gift Card) (ii) event tickets (iii) bottle deposits/returns, (iv) purchases made through non-participating licensed merchants located within or adjacent to Yummy Market stores (including without limitation the Rosarium) (v) alcohol and lottery tickets (vi) cash back (vii) any other products or services that we may specify from time to time or where prohibited by law.

12. All *Yummy Points*® are shown on the cash register receipt for each purchase when a *Yummy Points*® card is presented before the completion of the purchase transaction. In the event that *Yummy Points*® do not appear on a receipt due to a technical failure, they will be updated on the cash register receipt at a later purchase transaction date. *Yummy Points*® Members may also inquire about their *Yummy Points* balance at the Customer Service Counter.

13. Returns will be honoured only if the original cash register receipt is presented at the time of the return together with the *Yummy Points*® card. If you return a purchase, your account balance will be reduced by the number of *Yummy Points*® earned for that purchase. If a refund or correction is applied to your account, your account balance will be adjusted up or down by the number of *Yummy Points*® related to the refund or correction, as applicable, and your account balance may become negative.

14. All *Yummy Points*® totals, as shown in YMI's records and on the cash register receipts, will be deemed correct unless the Member contacts YMI at the Customer Service Counter and provides relevant evidence within 90 days from the relevant transaction date satisfactory to YMI in its sole discretion. If YMI does not hear from the Member about discrepancies within 90 days, the Member agrees with YMI about *Yummy Points*® totals. Yummy Market reserves the right to restrict redemption or put a "hold" on *Yummy Points*® for up to 45 days from the date the points are posted to an account.

15. *Yummy Points*® are not transferable from one Member to another and reduced to zero upon closure of a *Yummy Points*® membership.

16. Should any *Yummy Points*® Member not acquire *Yummy Points*® for 24 consecutive calendar months, the Member will be deemed to be inactive and all accumulated *Yummy Points*® will be forfeited. At that time the *Yummy Points*® balance may be reduced to zero at Yummy Market's sole discretion.

Redemption of Points

17. *Yummy Points*® may be redeemed on subsequent purchases consisting of a predetermined discount of \$0.01 (One Cent) for every 100 points redeemed up to the amount of the pre-tax purchase.

18. In accordance with Federal legislation, GST and HST, all applicable taxes are calculated and payable by the Member on the full amount of the purchase price before any reduction for redeemed rewards.

To the extent permitted by law, YMI accepts no liability for errors in the *Yummy Points*® balance. If any *Yummy Points*® are awarded to your account in error, YMI reserves the right to deduct the number of *Yummy Points*® awarded in error without notice to you. YMI is not obliged to redeem *Yummy Points*® added to an account in error.

19. YMI reserves the right to limit *Yummy Points*® awarded to reasonable household quantities. If a Member was awarded *Yummy Points*® for purchases in excess of reasonable household quantities, the *Yummy Points*® awarded may be forfeited without prior notice.

20. In case of a lost or stolen *Yummy Points*® card and upon presentation of proper identification, redemption capabilities for that card will be turned off and a new Member number will be provided to the Member at the Customer Service Counter. The accumulated unredeemed *Yummy Points*® balance shall remain intact. You are responsible for all redemptions on your account, including any redemptions made on your account before you turn off redemption capabilities on the card that was lost or stolen, and all redemptions made on your account as a result of unauthorized access to your account.

21. Yummy Market will not be liable or responsible in any manner for any tax consequences which may flow from any participation in the *Yummy Points*® Program.

22. *Yummy Points*® have no cash value and are not exchangeable for cash. *Yummy Points*® cannot be assigned, exchanged, purchased or given by gift.

23. *Yummy Points*® will not be awarded on the redemption portion of the transaction.

Changes to the Program

24. We reserve the right to restrict, suspend or otherwise change any aspect of the Program. We may modify all or one or more parts of these Terms and Conditions at any time, including the following elements:

- The eligibility conditions for participating in the Program,
- The manner in which a Program member participates in the Program,
- The manner and rate at which *Yummy Points*® are earned, and
- The manner and rate at which *Yummy Points*® are redeemed.

25. Changes to the Program may be posted to our website or be sent to you electronically, and you are deemed to consent to such changes unless you close your account and cancel your membership within

30 days of the notice, in which case you will have a further 30 days thereafter to redeem your remaining Yummy Points[®] before they are forfeited.

Privacy of Information

26. YMI shall maintain the privacy, security and integrity of all personal information collected from Yummy Points[®] Members, such as but not restricted to: name, address, telephone numbers, date of birth and e-mail (“Personal Information”). This information will be used to credit the correct membership number account, to communicate with the Member, and to offer the Member relevant information, products, services and rewards. By providing the foregoing information to YMI, you consent to YMI using the information for the uses specified herein.

27. YMI will not give, rent or sell its Yummy Points[®] Member lists to any organization or individual. YMI will allow limited and secured access to customer information by authorized entities under its strict supervision solely for the purposes of assisting YMI in processing customer information. Access to this information will be restricted only to authorized personnel of YMI.

28. YMI’s general Privacy Policy applies to the Program and is available on YMI’s website. By agreeing to these Terms and Conditions, you also agree to YMI’s general Privacy Policy.

General

29. We may suspend or cancel your membership if, in our view, you have breached these Terms and Conditions, including making a misrepresentation to us. Illegal behavior within the store may lead to forfeiture of all Yummy Points[®] and membership in the Program. If your membership is cancelled, all Yummy Points[®] in your account may be forfeited.

30. By enrolling in the Program, you agree to be bound by these Terms and Conditions as may be amended from time to time.

31. To the extent permitted by law, by enrolling in the Program, you release and discharge YMI, its affiliates, and its employees from any loss, liability, claim, demand, damage or expense asserted by anyone or any entity regarding the Program.

32. We reserve the right to withdraw or temporarily change or suspend all or part of the Program in any way.

33. YMI’s non-exercise of any rights or remedies herein or at law, or any delay in doing so, does not constitute a waiver of same.