Triangle Rewards[™] Program

This page sets out important information about the Triangle Rewards program (the **Program**) – the program that rewards you with electronic Canadian Tire Money when you shop at participating Canadian Tire[®] stores, on-line at <u>canadiantire.ca</u> and at Canadian Tire gas bars. The Program is made available by Canadian Tire Corporation, Limited (referred to as **Canadian Tire** or **we**) on the following terms and conditions.

Participating in the Program

In order to collect and redeem electronic

Canadian Tire Money (**eCTM**[®]), you must become a member (a **Member**). Membership is open to you if you are an individual, you reside in Canada and you are of the age of majority in the province in which you reside.

You can become a Member by (i) completing the registration process online at canadiantire.ca (the **Program Website**) or (ii) by downloading the Program application to your mobile phone or device (the **Program App**) which you can receive information on by calling Program customer service at 1-800-226-8473 or by visiting the Program Website, or (iii) by applying for a credit card issued by Canadian Tire Bank that is designated as being linked to the Program or by being issued a debit card connected to a bank account from Canadian Tire Bank that is designated as being linked to the Program (a **Program Credit Payment Card**), or (iv) by calling customer service at 1-800-226-8473 after you have picked up a Triangle Rewards Card in store.

If you apply for a <u>credit card that is a</u> Program Gredit Payment Card and are not approved you will still become a Member of the Triangle Rewards Program if you provided all of the necessary information unless, at time of application for the Program Credit Card such credit card, you were advised that you would have to enroll separately in the Triangle Rewards Program in the event your credit card application was declined or unless we otherwise notify you in writing.

Triangle Rewards Cards

Each Member may receive a Triangle Rewards Program card (a **Triangle Rewards Card**) that is linked to a **Triangle Rewards Account**. Your eCTM will be stored in that account. If you do not receive a Triangle Rewards Card you will need to use a **Cardless Method** (see below) when you collect or redeem eCTM.

Any Program Credit Payment Cards that are issued to a Member will also be linked to that Member's Triangle Rewards Account. If a Member has multiple Program Credit Payment Cards they cannot be linked to the same Triangle Rewards Account.

A Member can request the issuance of additional Triangle Rewards Cards that have the same account number as that Member's Triangle Rewards Account.

Collecting electronic Canadian Tire Money

eCTM can be collected when you purchase **Eligible Merchandise** (see below) at participating Canadian Tire stores or on-line at <u>canadiantire.ca</u> (or such other web site as may be designated by Canadian Tire from time to time). eCTM is calculated on the pretax, purchase amount (or eligible portion thereof) and is rounded to the nearest cent. To collect eCTM you must present a Triangle Rewards Card (or use a **Cardless Method** described below). You can also collect eCTM on that portion of a purchase charged to a Program Credit Payment Card. The Program Credit Payment Card must be linked to a Triangle Rewards Account at the time the purchase is made in order to collect eCTM.

eCTM can also be collected when you purchase fuel (gasoline or diesel) at participating Canadian Tire gas bars and present a Triangle Rewards Card (or use a Cardless Method described below) and use a qualifying form of tender or if you pay for the purchase with a Program Gredit Payment Card. The amount of eCTM collected on fuel purchases depends on the number of litres purchased. A minimum fuel purchase may be required before eCTM can be collected. The rate of collection may vary from time to time and by location and by type of tender used for payment so check at your local Canadian Tire gas bar. eCTM can only be collected at Canadian Tire gas bars on fuel purchases.

You can also collect eCTM on purchases that you make at other merchants that are charged to a Program Gredit Payment Card. eCTM that you collect at other merchants will also be rounded to the nearest cent.

The rate at which eCTM can be collected may vary from time to time and by location and is subject to change by Canadian Tire without notice. In addition, you may collect eCTM at a different rate if you pay with a Program Credit Payment Card than you would if you use a Triangle Rewards Card (or Cardless Method) or based on the type of Program Payment Card that you use. Please call 1-800-226-8473 for current rates.

When shopping at Canadian Tire stores or gas bars, if you forget your Triangle Rewards Card or choose not to use it, you may still be able to collect eCTM on a qualifying purchase if you provide the telephone number that you gave when you enrolled as a Member or you scan at a compatible point of sale device your mobile phone or other mobile device on which you have downloaded the Program App (each of these is a **Cardless Method**).

Purchases made in a foreign currency with a Program Credit Payment Card are first converted into Canadian currency (as set out in the cardmember agreement) prior to calculating the amount of eCTM that you have collected.

eCTM can only be collected on one Triangle Rewards Account for each purchase transaction.

If you use a Triangle Rewards Card or Cardless Method, it must be swiped or scanned or your phone number provided, as the case may be, before you make your purchase. When shopping online at <u>canadiantire.ca</u> (or other website as designated by Canadian Tire), you must enter your Triangle Rewards Account number at check out to collect eCTM.

Members are also eligible to collect bonus eCTM, or to collect eCTM at a promotional rate offered from time to time on the purchase of select items, upon the occurrence of certain events or as part of a promotion or offer, but unless otherwise indicated, bonus eCTM or eCTM awarded at a promotional rate is awarded only once for a transaction, or for the occurrence of an event, as the case may be.

You cannot use a Triangle Rewards Card (or Cardless Method) together with a Program Credit Payment Card. If you charge a purchase to a Program Credit Payment Card, you will only earn eCTM at the applicable Program Credit Payment Card rate then in effect, even if you also present your Triangle Rewards Card (or Cardless Method). However, if you redeem eCTM to pay for part of a transaction and pay for the balance of the transaction with a Program Credit Payment Card that is linked to a different Triangle Rewards Account than the account from which the redemption is occurring, all eCTM collected in respect of that transaction will be

credited to the Triangle Rewards Account from which redemption is occurring.

You will not be able to collect eCTM on that portion of a transaction in respect of which you redeemed eCTM. However, we may, from time to time and at our discretion, have special offers or promotions that would allow you to collect eCTM on that portion of a transaction in respect of which you redeemed eCTM.

If you use more than one Program Credit Payment Card to make a purchase (e.g. split the cost between two or more cards), all eCTM collected on that purchase will be credited only to the Triangle Rewards Account linked to the first Program Credit Payment Card that is presented.

If you make payment using a Program Credit Payment Card in combination with some other form of tender, only that portion of the purchase charged to the Program Credit Payment Card will earn eCTM at the then applicable Program Credit Payment Card rate. That portion of the purchases made with the other form of tender may be eligible to earn eCTM at a different rate.

Delays may occur in recording eCTM to a Triangle Rewards Account. You cannot collect paper Canadian Tire Money[®] and eCTM on the same transaction.

If you are the holder of a Program Credit Payment Card and you fail to keep your credit card account, or bank account to which your debit card is linked, in good standing, any eCTM that you might have collected as a result of transactions with that Program Credit Payment Card, may, in Canadian Tire's sole discretion, be cancelled.

Eligible Merchandise

All merchandise sold at Canadian Tire stores, or on-line at canadiantire.ca, is **Eligible Merchandise** <u>except the following</u>: gift cards, lottery tickets, hunting and fishing licences, tire disposal fees, tire taxes, Rug Doctor® rental charges, refundable deposits, environmental fees, repair charges, delivery or assembly charges, other store services (other than automobile service), inter-store sales, other store labour (other than labour for automobile repairs), donations at a discount, house account charges, towing charges, prepaid cards, phone cards, tobacco products or alcohol, Pit Stop® parts/labour charges, Canadian Tire Roadside Assistance® memberships that are purchased over the phone or on-line, premiums for credit card balance insurance or for insurance or extended warranties on items purchased with a Canadian Tire branded credit card, premiums for other Canadian Tire branded insurance products, cash advances, transactions using a convenience cheque, balance transfers and other cash transactions, any fees charged on a Program Gredit Payment Card, payments made to a Program Gredit Card credit card account, the value of any part or item traded-in in connection with a purchase, any item that we are legally precluded from awarding eCTM in respect of and such other goods or services as we may determine from time to time in our sole discretion. In addition, individual Canadian Tire stores may exclude additional items sold in that store from being Eligible Merchandise. We reserve the right, at any time without notice, to change what constitutes Eligible Merchandise.

Redeeming electronic Canadian Tire Money

eCTM can only be redeemed for merchandise (including applicable taxes) at participating Canadian Tire stores or at other locations designated by Canadian Tire.

eCTM cannot be redeemed for alcohol, tobacco, gift cards, pre-paid cards, other stored value cards or products, items that we designate on the Program Website and those items which the law does not permit to be purchased this way, or used to make a payment on any Canadian Tire Bank issued credit cards or on loans or for financial or insurance products <u>or in respect of fees or overdraft on any Canadian Tire Bank provided bank account</u>.

To redeem your eCTM you must present your Triangle Rewards Card (or Cardless Method) or Program Credit Payment Card to the cashier with your purchase. Please note that in some Canadian Tire stores it may not be possible to simply provide your phone number when redeeming eCTM; presentation of your Triangle Rewards Card or Program Credit Payment Card or scanning of the Program App may be required instead. eCTM can be used in combination with paper Canadian Tire Money and/or in combination with any other form of tender.

eCTM collected on a purchase transaction cannot be redeemed on the same transaction.

You may not redeem eCTM from more than one Triangle Rewards Account for the same transaction.

You must have enrolled in the Program, or have activated your Program Credit Payment Card, in order to redeem eCTM.

What Happens When an Item is Returned?

If you return an item for a refund and had received eCTM when you purchased such item, such amount of eCTM will be deducted from your Triangle Rewards Account.

Merchandise that was purchased either in whole or in part by redeeming eCTM may not be returned for cash, rather, the connected Triangle Rewards Account will be credited with the same amount of eCTM used to make the original purchase.

Expiration of Electronic Canadian Tire Money

We may expire the eCTM in your Triangle Rewards Account in the event that there has been a period of inactivity of 18 months or more. For the purposes of this section, "inactivity" means that there has been neither a transaction in which you have collected eCTM, nor a transaction in which you have redeemed eCTM during the period in question.

Termination of Membership and Cancellation of the Program

Membership may be terminated by Canadian Tire if any of the following events occur: (A) the Member has failed to comply with any of these terms and conditions, or Canadian Tire determines that the Member has abused the Program or has made any misrepresentation or false statement to Canadian Tire; (B) the Member dies; (C) the Member becomes bankrupt or insolvent or any bankruptcy or insolvency proceedings are commenced by or against the Member, (D) the Member is charged with a "designated offence" (as defined in the Criminal Code (Canada)), (E) the Member's Program Credit Payment Card is terminated by Canadian Tire Bank, or (F) Canadian Tire suspects the Member of any fraudulent activity in connection with the Program or the use of a Program Credit Payment Card.

A Member may choose to cancel his or her membership by written notice sent to the address below or by calling Program customer service.

Termination or cancellation of membership in the Program will result in the immediate closing of the Member's Triangle Rewards Account and the cancellation of all eCTM in such Triangle Rewards Account without any compensation or other liability to the Member. Termination of a Member's Triangle Rewards Account will also result in the Member no longer being able to use a Program Credit

Payment Card linked to the Program.

Canadian Tire may, in its sole discretion and at any time without prior notice either (i) cancel the Program or (ii) <u>except if you are a</u> <u>Member residing in Quebec, Ontario or such other province where prohibited by law</u>, establish a date upon which eCTM will expire and may no longer be used.

Merging Triangle Rewards Accounts

At Canadian Tire's discretion, Members may be able to merge their Triangle Rewards Accounts into a single account. That merged account will bear the Triangle Rewards Account number of one of the accounts being merged and one Member will be designated as the holder of that account with full power and authority to deal with the account, including closing it, and will become the "Member" hereunder. All Members wishing to merge their Triangle Rewards Accounts will need to consent to the merger and agree on which account number will be designated as the number for the newly merged Triangle Rewards Account and who the accountholder will be. All remaining Triangle Rewards Account numbers will be cancelled and the persons who are not designated as the accountholder will no longer be Members in the Program.

Donating electronic Canadian Tire Money

Members may be able to donate their eCTM to select charities or community groups. Please visit the Program Website for details about donating eCTM.

Lost or Stolen Triangle Rewards Cards

If a Triangle Rewards Card is lost, stolen or destroyed, Canadian Tire will issue a new card on presentation of proper identification, and the balance in the Member's Triangle Rewards Account will be transferred to a new Triangle Rewards Account.

Canadian Tire assumes no responsibility if eCTM has been used by anyone who presents a lost or stolen Triangle Rewards Card, Cardless Method or Program Credit Payment Card before Canadian Tire is notified of such loss or theft.

Partner Locations

We may, from time to time, designate certain other merchants as locations at which you can collect or redeem eCTM (a Partner). The names of Partners, the rates at which eCTM can be collected and redeemed and any items that will not be considered eligible for collecting eCTM or in respect of which you will not be able to redeem eCTM will be designated by us and will be posted on the Program Website and may be amended by us from time to time. eCTM that you collect at a Partner may not be recorded, or, if recorded, may be cancelled or may not be redeemed by us if that Partner does not provide all necessary information to us, if we cannot confirm that the eCTM was properly collected, or if that Partner is in default under its agreement with us respecting the eCTM. If you redeem eCTM at a Partner we are not responsible for any loss, damage, injury, death or expense as a result of any item or service you acquired at such Partner.

General

e-CTM is not exchangeable and cannot be redeemed for cash or made subject to any security interest. eCTM cannot be transferred from a Member to any other Member or other person without the consent of Canadian Tire.

These terms and conditions, as amended by Canadian Tire from time to time, constitute the entire agreement between the Member and Canadian Tire with respect to eCTM.

On occasion, Canadian Tire, our various businesses within the Canadian Tire family of companies and any Partners may communicate special offers, information and services to Members by email, text message (standard text messaging and data rates may apply) or other communication preferences selected by you using the contact information you have provided. Any Member who does not wish to receive these offers may so indicate on the Program Website or by calling Program customer service at 1-800-226-8473. Please note that even if you have opted out of receiving marketing communications, we may still contact you for the purposes of administering your account and sending you transactional or operational messages.

Any waiver by Canadian Tire of any of these terms and conditions at any time does not mean that Canadian Tire cannot rely on these terms and conditions at any subsequent time. No delay or omission by Canadian Tire in exercising any right or remedy hereunder shall operate as waiver thereof or of any other right or remedy.

All Triangle Rewards Cards remain the sole property of Canadian Tire and, if requested by Canadian Tire, must be returned to Canadian Tire upon the cancellation of a Member's membership in the Program.

The Member is responsible for informing Canadian Tire of any change to his or her personal information (e.g. name, address, email, etc.), by visiting the Program Website or by calling Program customer service. Canadian Tire reserves the right to terminate a Member's participation in the Program or to block a Member's ability to use the Member's eCTM if Canadian Tire has inaccurate or incomplete information respecting the Member.

Enrolment in the Program constitutes acceptance of these terms and conditions and each applicant for membership in the Program consents to the collection and use of personal information in accordance with the Canadian Tire Privacy Charter, as amended from time to time. If any provision of these terms and conditions is invalid or unenforceable, such provision will not affect the validity and enforceability of any of the remaining terms and conditions. Participants are responsible for any taxes, duties or other charges associated with their participation in the Program.

Any written notice to Canadian Tire may be sent by ordinary mail to: Triangle Rewards Program PO BOX 2000, Station Main Welland, ON L3B 5S3

We may cancel any eCTM that has not been properly issued or that we believe has been issued due to fraudulent conduct or conduct that is inconsistent with these terms and conditions or the spirit of the Program.

For Members resident outside of Quebec only: Canadian Tire may amend these terms and conditions at any time without notice. The version of the terms and conditions that is posted from time to time on the Program Website will govern the Program.

These terms and conditions are governed by the laws of Ontario and the federal laws of Canada applicable in Ontario.

For Members resident in Quebec only: Canadian Tire may unilaterally amend any of these terms and conditions and, subject to the following paragraph, the version of the terms and conditions that is posted from time to time on the Program Website will govern the Program.

You will be provided with written notice of any amendment to these terms and conditions (setting out the new clause only or the amended clause and how it read formerly and the date that the amendment will take effect) at least <u>30</u> <u>60</u> days, <u>but not more than</u> <u>90 days</u>, before it is to take effect. Upon receipt of the notice, you may choose to reject the amendment and rescind these terms and conditions. If you want to do this you must send us notice in writing to the address specified above no later than <u>30 days after the</u> <u>amendment takes effect</u>. Please take note that if you reject the amendment and rescind the terms and conditions you will no longer be able to collect eCTM but, you will be able to redeem any eCTM in your <u>Triangle</u> Rewards Account for a period of 30 days from the date of your rejection notice following which it will be cancelled.

These terms and conditions are governed by the laws of Quebec and the federal laws of Canada applicable in Quebec. It is your express wish that these Program terms and conditions be written in the English language. C'est à votre demande expresse que les modalités du Programme sont rédigées en anglais.

PRIVACY

Canadian Tire is committed to protecting the privacy and security of your personal information. All Canadian Tire companies have adopted the Canadian Tire Privacy Charter (Privacy Charter). A list of frequently asked privacy questions (FAQs) is available to provide you with examples and instances of how your personal information may be collected, used and disclosed. Our policies and practices have been designed to comply with the Personal Information Protection and Electronic Documents Act and provincial private sector privacy acts. Our Privacy Charter may be amended from time to time. A copy of the most current version of our Privacy Charter and our FAQs can be obtained online at triangle.com or by calling 1-800-226-8473.

The Privacy Charter describes how we collect, use and disclose personal information in order to: (i) process and administer your payment for the purchase of products or services, if you purchase online or use a debit or credit card for the purchase in one of our stores; (ii) process your application for a product, provide a service or administer the Canadian Tire loyalty reward program or other loyalty or preferred customer programs that may exist from time to time (each a "**Loyalty Program**"); (iii) better understand your needs and offer you relevant information, products, services, rewards and programs, including sending you (and others on your behalf) communications by way of postal mail, email, facsimile, telephone, text message or other type of electronic message; (iv) determine your interest and eligibility for, and where appropriate provide you with, products, services, rewards and programs; (v) track and analyze your purchases, other transactions, shopping patterns, account activity, and payment history for marketing analysis purposes or tailoring promotional offers to you; (vi) track and analyze website use to provide a better customer experience such as customized offers and advertisements; (vii) verify your identity and protect against error and fraud; (viii) manage and assess our risk; (ix) assess and update your credit worthiness on an ongoing basis; (x) conduct research and analysis (de-identified to the extent possible); (xi) process, service, analyze and audit your relationship with us, including collecting any money you owe us; (xii) comply with applicable legal, regulatory and self-regulatory requirements; (xiii) respond to your questions, comments or requests to customer service; and (xiv) achieve other purposes as may, from time to time, be permitted by law.

We may provide your personal information to Canadian Tire affiliates or to other third party Marketing Partners, including under a Loyalty Program, so that they can notify you directly of products, services, rewards and special offers that may be of interest to you. These notices may be given to you by postal mail, e-mail, facsimile, telephone, text message or other form of electronic messaging using the contact information that you provide to us.

By providing your information to Canadian Tire, you consent to Canadian Tire using your personal information for the uses described above. Withdrawal of consent to collect, use and disclose your personal information may restrict our ability to provide you with some products and services, such as the privileges and opportunities of being a member of the Loyalty Program. You may always withdraw or refuse your consent by clicking on the unsubscribe link in our email communications or by contacting us at 1-800-226-8473. Your request will be promptly processed but may not be in time to remove you from promotions already in progress. Please note that even if you have opted out of receiving marketing communications, we may still contact you for the purposes of administering your account and sending you transactional or operational emails.

We do not sell or rent personal information. We may transfer your personal information to entities outside Canadian Tire, such as our vendors, suppliers and agents who assist us in serving you ("**Service Provider**"). Our Service Providers may be located in or outside of Canada and may be required to disclose your information under the laws of their jurisdiction.

For complete details as to how we collect, use and disclose your personal information, please see our Privacy Charter and FAQs.