

# Terms and Conditions



## 1. Sweláps Market Rewards Program Overview

The Sweláps Market Rewards Program (“**Rewards Program**”) is a frequency reward program offered by Sweláps Market to customers. The Rewards Program allows persons who have been issued a Sweláps Market Rewards Program card (“**Rewards Program Card**”) (hereinafter referred to as “**Rewards Program Members**”) in accordance with these terms and conditions (the “**Terms and Conditions**”) to collect points (“**Points**”) when making purchases of goods as Sweláps Market may determine from time to time (“**Eligible Goods**”).

## 2. Rewards Program Terms and Conditions

Your acceptance of these Terms and Conditions constitutes your agreement to all of the Terms and Conditions of the Rewards Program.

## 3. Rewards Program Members – Registration and Participation

Membership is free and no purchase is required to become a Rewards Program Member. To participate in the Rewards Program as a Rewards Program Member, you must be a legal resident of Canada and must be the legal age of majority in the Province in which you reside. Rewards Program membership is only available to individuals and is not available to corporations, businesses, charities, partnerships, enterprises, schools or anyone other than an individual. Points will not be awarded if in Sweláps Market’s reasonable opinion the Eligible Goods purchased will be used for resale or commercial use and Points awarded in such purchases will be forfeited.

The Sweláps Market Rewards Program only operates at the Sweláps Market location in Kamloops, BC Canada where Points may only be earned and redeemed. Complete an application form available in store or online at [swelapsmarket.ca](http://swelapsmarket.ca) to request a Rewards Program Card.

Enrollment in the Rewards Program is subject to verification and will be deemed invalid if any information provided is not accurate and/or is incomplete. At minimum, you must provide your full name, valid email address, postal code and location of residence (including city/town). Only one Rewards Program Account is permitted per person and no more than one Rewards Program Member is permitted to register under the same email address.

It is a Rewards Program Member’s responsibility to continue to ensure that the information provided is accurate and complete at all times. You must advise Sweláps Market immediately of any changes to your information by contacting us at [info@swelapsmarket.ca](mailto:info@swelapsmarket.ca). Sweláps Market will not be responsible or liable for misdirected email or mail communications not received, including any notices under these Terms and Conditions. If Sweláps Market believes that some of its records are inaccurate, we may contact you to verify our records.

By using the Rewards Program Card you acknowledge and agree to be bound by, and consent to the collection and use of your personal information in accordance with these Terms and Conditions. Sweláps Market reserves the right, at any time, to request proof of age from any Rewards Program Member or in connection with any Rewards Program Account. If such proof is

not provided, or if it is provided and is false, or discloses that a Rewards Program Member is under the age of majority in the Province in which the Rewards Program Member resides, all personal information regarding that individual will be deleted from Sweláps Market’s systems and the Rewards Program Account terminated including the immediate forfeiture of all Points.

The Rewards Program Card is not a credit card, debit card or gift card and at all times remains the property of Sweláps Market. Points are not transferable from one Reward Program Account to another Reward Program Account.

A Rewards Program Card may be revoked and Rewards Program Account suspended or terminated (which may include the suspension of all Points redemptions or the forfeiting of any Points awarded) by Sweláps Market at any time and without notice where Sweláps Market determines in its sole discretion that:

- (a) a Rewards Program Member has violated these Terms and Conditions;
- (b) the information associated with a Rewards Program account is invalid, incomplete or inaccurate. Without limiting the generality of the foregoing, the submission of false or fictitious information will result in all the Points accumulated on a Rewards Program Account being forfeited; or
- (c) a Rewards Program Member has or is attempting to misuse or abuse the Rewards Program or commit fraud, including an unauthorized reproduction of a Rewards Program Card.

## 4. Collection of Rewards Program Points

To collect Points you must make and complete the purchase of Eligible Goods at Sweláps Market as follows:

Reward Program Member must present the valid Rewards Program Card to the cashier before the purchase of the Eligible Goods transaction is completed.

Unless otherwise determined by Sweláps Market in its sole discretion, Points will be awarded on all completed Eligible Goods purchase transactions as follows:

The number of Points earned on an Eligible Goods purchase transactions will be calculated separately on the subtotal, before tax, of the Eligible Goods purchase.

From time to time, Sweláps Market may offer special promotions offering additional Points (“**Bonus Points**”). Such Bonus Points, once awarded, shall form part of the Rewards Program Member’s Points balance. These Terms and Conditions shall apply to such offers, along with any additional terms and conditions that accompany the offer, unless you are notified otherwise.

All Points awarded for an Eligible Goods purchase as well as a Rewards Program Member’s current Points balance are shown on the in-store Rewards Program terminal and receipt for each purchase when a Rewards Program Card is presented in-store at Sweláps Market, upon completion of the Eligible Goods purchase transaction. If Points do not appear on a receipt due to a technical failure, they will be updated on the in-store Rewards Program terminal at a later purchase transaction date.

If a Rewards Program Member returns or exchanges an Eligible Good on which Points were previously earned in accordance with an applicable return or exchange policy, any such Points, and if applicable, Bonus Points, will be deducted automatically from the Rewards Program Member's Account. The Rewards Program Member will be reimbursed for the Eligible Goods shown on the receipt in accordance with the terms and conditions of an applicable return or exchange policy.

In the case of a discrepancy between a Reward's Program Member's records and Sweláps Market's internal records, Sweláps Market's records shall govern. Discrepancies must be addressed with Sweláps Market by emailing [info@swelapsmarket.ca](mailto:info@swelapsmarket.ca) within thirty (30) days of the date on which the discrepancy occurred. Sweláps Market reserves the right to restrict or void Points accumulations and redemptions for up to ninety (90) days from the date the Points are posted to a Rewards Program Account if Sweláps Market reasonably believes that fraud has occurred or if there is an actual or suspected breach of these Terms and Conditions.

The following will apply in the event of an inactive or closed Rewards Program Account or the death or bankruptcy of a Rewards Program Member:

- (a) If Rewards Program Member's Reward Program Account has no activity (accumulation or redemption of Points) for 12 consecutive calendar months, the Rewards Program Account will be deemed "inactive" and all accumulated Points will be suspended. Suspended Points will be maintained in the Rewards Program Account for a period of 365 days from the date that the Rewards Program Account is deemed inactive ("Hold Period"). The Rewards Program Account will be reinstated to "active" status if the Rewards Program Member completes an Eligible Goods purchase transaction or redeems Points during the Hold Period. If, following the Hold Period, the Rewards Program Account has not been reinstated back to active status, accumulated Points will be reduced to zero and the Rewards Program Account will be closed. To confirm, the activity of Sweláps Market adding Bonus Points to a Rewards Program Account under any promotion or offer in existence from time to time does not qualify as Rewards Program Account activity for the purpose of reinstating a Rewards Program Account to active status;
- (b) Points are reduced to zero upon the closure of a Rewards Program Account;
- (c) Upon the death of a Rewards Program Member, Points remaining in the Rewards Program Account can be transferred to a designated beneficiary upon their request. To begin this process, please email [info@swelapsmarket.ca](mailto:info@swelapsmarket.ca). Proof of death and authorization will be required.

## 5. Redemption of Rewards Program Points

Points may be redeemed for Eligible Goods, at Sweláps Market for purchases made in-store only and in accordance to the current points redemption schedule posted on the Sweláps Market website. The points redemption schedule is subject to change at the discretion of Sweláps Market management team.

Eligible Goods will be identified in store and will change frequently. Eligible Goods will be determined by the Sweláps Market management team and can be added or removed at any time at their discretion.

To confirm, Points may only be redeemed and rewards used for the purchase of Eligible Goods. Without limiting the generality of the foregoing, Points may not be redeemed for tobacco products, liquor, lottery tickets or payment for any outstanding account balances.

Points may only be redeemed at the redemption level as indicated above. A Rewards Program Member's Rewards Program Account will be reduced by the number of Points redeemed. Unredeemed Points plus Points earned on the Eligible Good purchase transaction, if any, will remain in the Reward Program Account and can be applied to subsequent Eligible Goods purchase transaction. A Reward Program Member may be limited to no more than 2 redemptions per day, based on the product or offer available. This will be up to the discretion of the Sweláps Market management team, Sweláps Market will make all efforts to post signage when limitations apply.

Points may not be collected or redeemed by any person other than the Reward Program Member. A Reward Program Member must present his/her Reward Program Card when redeeming Points to protect the integrity of the Reward Program Member's Reward Program Account and Points balance. Proof of Reward Program Card ownership may be required at the request of Sweláps Market.

In accordance with applicable law, GST, PST and HST and any other applicable taxes are calculated and payable by the Rewards Program Member on the full amount of the purchase price of the Eligible Goods subject to the dollar discount reward applied at the time of the Eligible Goods transaction.

Sweláps Market will pay all applicable taxes on the rewards redeemed (except for environmental taxes, or as otherwise advised by Sweláps Market), however you may be required to pay additional fees such as but not limited to deposits, or other costs.

Points have no cash value and are not exchangeable for cash. Except as permitted from time to time by Sweláps Market, Points cannot be assigned, exchanged, sold, transferred, traded, bartered, purchased, given by gift or otherwise sold. Any Points so acquired are void. The accumulation of the Points does not entitle any Rewards Program Member to any vested rights, and Sweláps Market does not guarantee in any way the continued availability of any reward, redemption level, rebate, or any other benefit. Sweláps Market assumes no liability to Reward Program Members with respect to the addition or deletion of Eligible Goods for which Points can be collected and/or redeemed.

## 6. Privacy

View Sweláps Market's Privacy Policy online at [www.swelapsmarket.ca/privacy-policy](http://www.swelapsmarket.ca/privacy-policy).

## 7. General

A Rewards Program Member must notify Sweláps Market immediately in the event the Member's Reward Program Card is lost or stolen. If a Rewards Program Member reports their Rewards Program Card stolen immediately as required herein, any redemptions of Points after such notification will not be charged to the Rewards Program Member's Rewards Program Account. Sweláps Market does not assume liability or responsibility for Points redeemed by any person(s) prior to the notification to Sweláps Market that the Rewards Program Card has been stolen. Any Points redeemed prior to the notification will be at the Rewards Program Member's risk.

A Rewards Program Card must remain with a Reward Program Member at all times and cannot be left at Sweláps Market for ongoing use.

Sweláps Market is not responsible or liable for any tax consequences or any charges by or with the authority of any government, which may flow from any participation in the Rewards Program.

The Rewards Program begins on **July, 2024**, and will continue to run, and except as otherwise stated herein, a Rewards Program Member's Rewards Program Account will continue to be maintained, until:

- (a) Sweláps Market gives notice by email or regular mail to the Rewards Program Members, at least thirty (30) days before the date of termination ("**Termination Date**") that the Rewards Program will terminate ("**Notice of Termination**"). In such situation, and unless otherwise indicated herein, all Points collected by a Rewards Program Member will be redeemable for a minimum of sixty (60) days after the Date of Termination as indicated in the Notice of Termination; or
- (b) The Rewards Program Member notifies Sweláps Market that he/she no longer wishes to be a Rewards Program Member. A Rewards Program Member may notify Sweláps Market at **info@swelapsmarket.ca** Alternatively a Rewards Program Member may notify Sweláps Market via registered mail at 100-302 Yellowhead Hwy, Kamloops BC, V2H 0E8 Attn: Sweláps Market Rewards Program

If Sweláps Market gives notice of termination of the Rewards Program, Sweláps Market may in its sole discretion, but is not obligated, to establish a replacement rewards program.

If events beyond Sweláps Market's reasonable control materially affect Sweláps Market's ability to operate the Rewards Program, as determined in the sole and absolute discretion of Sweláps Market, the Rewards Program may be suspended or terminated without notice.

Sweláps Market reserves the right to restrict, void or otherwise change any aspect of the Rewards Program or these Terms and Conditions. Sweláps Market may modify in whole or in part the Rewards Program or these Terms and Conditions at any time. In the event these Terms and Conditions, or any aspect of the Rewards Program is restricted, suspended or changed, Sweláps Market will provide advance notice by posting these Terms and Conditions on the Rewards Program website at **www.swelapsmarket.ca**. Your continued participation in the Rewards Program following such notice will constitute your express consent to any amendments to these Terms and Conditions, or any other aspect of the Rewards Program.

Any abuse of the Rewards Program privileges, any failure by a Rewards Program Member to follow the Rewards Program Terms and Conditions, or any misrepresentations by a Rewards Program Member may subject the Rewards Program Member to expulsion from the Rewards Program, including voiding all accumulated Points.

Every effort has been made by Sweláps Market to ensure that the information herein is correct. Sweláps Market, is not responsible or liable for any errors or omissions in printed copies of these Terms and Conditions nor those published from time to time on the Rewards Program website.

Any waiver by Sweláps Market of the strict observance, performance or compliance with any of the Terms and Conditions, either expressly granted or by course of conduct, shall be effective only in the specific instance and shall not be deemed to be a waiver of any rights or remedies of Sweláps Market as a result of any other failure to observe, perform or comply with the Terms and Conditions. No delay or omission

by Sweláps Market in exercising any right or remedy hereunder shall operate as a waiver thereof or of any other right or remedy.

These Terms and Conditions shall be governed by the laws of the Province of British Columbia and the laws of Canada applicable therein, notwithstanding the principles of conflict of laws. All Rewards Program Members attorn to the jurisdiction of the Province of British Columbia. Sweláps Market has the final authority as to the interpretation of these Terms and Conditions and as to any other questions or disputes regarding the Rewards Program.

Rewards Program Members agree that Sweláps Market will not be responsible for any reward, rebate or other benefit provided by a Member Co-op or individual Independent Dealer participating in the Rewards Program and as such releases Sweláps Market and all other Independent Dealers, administrators, suppliers, affiliates, subsidiaries, Member Co-ops and their respective affiliates, divisions, officers, directors, owners and employees (collectively the "**Releasees**") from any and all liability and claims arising from or connected to such reward, rebate or benefit, including collection, redemption and use thereof as well as any loss or damage caused by such reward, rebate or benefit. Sweláps Market or any of the above Releasees shall not be responsible for any delay in the redemption of Points or any other reward or benefit offered by the Rewards Program. TO THE EXTENT PERMITTED BY LAW, ALL ASPECTS OF THE REWARDS PROGRAM ARE PROVIDED "AS IS" WITHOUT ANY CONDITIONS, REPRESENTATION OR WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

By participating in the Rewards Program, Rewards Program Members agree that:

- (a) TO THE EXTENT PERMITTED BY LAW, UNDER NO CIRCUMSTANCES WILL Sweláps Market BE LIABLE FOR, AND REWARDS PROGRAM MEMBERS HEREBY WAIVES ALL RIGHTS TO CLAIM, PUNITIVE, INCIDENTAL AND CONSEQUENTIAL DAMAGES AND ANY OTHER DAMAGES OTHER THAN FOR ACTUAL OUT OF POCKET EXPENSES, AND ANY AND ALL RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED;
- (b) any and all disputes, claims and causes of action arising out of or connected with the Rewards Program shall be resolved individually, without resort to any form of class action. Further, in the event of a dispute, you will contact Sweláps Market directly and give Sweláps Market the opportunity to try and resolve the dispute before taking any action in court or otherwise;
- (c) any and all claims, judgments and awards shall in no event include legal fees.

In the event that any provision in these Terms and Conditions is determined to be invalid, illegal or unenforceable, such determination shall not affect the validity and enforceability of any other remaining provisions of these Terms and Conditions.

Sweláps Market believes in maintaining a safe and respectful work environment for their employees, agents and representatives. Physical or verbal abuse, including the use of profanity, is not acceptable. Disrespectful conduct may result in the termination of a Rewards Program Member's Rewards Program Account and voiding of accumulated Points.