

The Mr Gas Cash Plus Program is a loyalty reward program that is operated by Mr Gas Limited and our loyalty program provider, ACKROO Inc. The loyalty program operates only through participating Mr Gas Limited service stations. In using Mr Gas Cash Plus card, you are agreeing to the Terms and Conditions of the Mr Gas Cash Plus Program. How to Register in the Program You can get Mr Gas Cash Plus card at any participating Mr Gas Limited station by requesting one from our station personnel. The Card may only be used once the attendant at the station activates it by electronically "reading" it into the Mr Gas Limited point of sale computer, which will occur at the same time the card recipient makes their first purchase. Once activated, Mr Gas CASH PLUS rewards will begin to accrue to that specific card. However, a cardholder will not be able to redeem Mr Gas CASH PLUS rewards until the cardholder registers the card online. The Mr Gas CASH PLUS Card is not a credit card or debit card but merely a Mr Gas CASH PLUS rewards accumulation card. The Mr Gas CASH PLUS Card is the property of Mr Gas Limited and it may be revoked at any time by Mr Gas Limited in its sole discretion. Mr Gas Limited reserves the right to cancel the card of any member (revoking all accumulated cash rewards) should a participant not follow/or abuses the Program and/or its Terms and Conditions. Only individuals may become participants of the program (therefore corporations, businesses, or partnerships cannot become a Participant nor anyone other than an individual). It will be at the sole discretion of Mr Gas Limited if anyone other than an individual can obtain an account as a "registered entity" (i.e, a business, partnership or corporation). Participants are responsible for notifying Mr Gas Limited of any changes in their member profile information such as mailing address, telephone numbers and e-mail address. Any failure to notify Mr Gas Limited of any such changes shall be held at the responsibility of the Participant. Mr Gas Limited shall not be held liable for misdirected communication such as mail, telephone or email communications, or any consequences resulting from a Participant not updating their contact information. Collecting Mr Gas CASH PLUS Rewards Once a Card is activated, each time an eligible purchase at a participating location is made, the Participant will earn Mr Gas CASH PLUS rewards according to the Mr Gas CASH PLUS rewards schedule contained in these Terms and Conditions and at the rate posted on the Mr Gas Limited website. Only one Mr Gas CASH PLUS account number is issued per customer and only one Mr Gas CASH PLUS Card is permitted per customer. Please note that anyone may use a Participant's primary card, and in so doing all Mr Gas CASHG PLUS rewards accrued through any such usage will accrue in the name of the Participant associated with the card number being used. Customers are required to present their Mr Gas CASH PLUS card before the final transaction payment is taken by the store clerk. If a participant does not present their card at the time of purchase, no retroactive accumulation of Mr Gas CASH PLUS rewards will occur. Thus, the only opportunity to collect Mr Gas CASH PLUS rewards is at the time of an actual purchase in coordination with Participant presenting their card. Mr Gas CASH PLUS rewards will be awarded in accordance with the Reward Schedule posted on the Mr Gas website. (in the case of any difference between the set reward schedule posted on the Mr Gas website ([www.mrgasltd.ca](http://www.mrgasltd.ca)) and reward schedules published elsewhere, the reward schedule posted on the Mr Gas website shall be taken as accurate. In the case of purchased merchandise or services other than gasoline or diesel fuel, Mr Gas CASH PLUS rewards will be awarded before any taxes, Mr Gas CASH PLUS rewards will be awarded on the gross pre-tax price of an item after any discounts. In the case of special offers that award additional Mr Gas CASH PLUS rewards based on a multiplier of the base reward schedule, selected in-store merchandise and/or services already subject to earn Additional Mr Gas CASH PLUS rewards may or may not be excluded from any additional offers. Mr

Gas CASH PLUS rewards will not be issued on the purchase of the following items/services tobacco purchases, gift cards, prepaid long distance cards, prepaid cellular phone cards, lottery tickets (except where special offers apply), items excluded by law and other items specified as exclusions from time to time. Mr Gas CASH PLUS rewards issued on a transaction will be shown on the cash register receipt issued at the time of purchase. In the event of communication loss with the server that records the accrual of Mr Gas CASH PLUS rewards, a customer will be awarded automatically when the system regains communication with the server and the new balance will be printed on the next customer receipt). A Participant's Mr Gas CASH PLUS account will also be accessible online from the car holder portal by visiting [my.ackroo.com](http://my.ackroo.com) which a Participant is able to access by using the Participant's own unique password. In the event of a discrepancy between the Mr Gas CASH PLUS rewards issuance and/or balance on a receipt and/or those posted online and/or as contained in Ackroo Inc's internal database, the information appearing in Ackroo Inc's database will be taken as accurate. The information appearing online is initially generated from point of sale computer transactions as they occur at Mr Gas Limited stations and for this reason the information appearing online may not accurately reflect data contained on Ackroo's internal database. If a Mr Gas CASH PLUS program participant has an issue or feels there is a discrepancy with the value of Mr Gas CASH PLUS rewards earned on a particular transaction, the participant has 30 days from the date of the transaction on their receipt to contact Ackroo Inc and report on the matter; after 30 days from the date of a respective transaction, any respective amount of Mr Gas CASH PLUS rewards appearing in relation to that transaction in Ackroo Inc's database that has not been questioned by a program participant will be deemed not to be contested and no adjustments will be made. If it's discovered that Mr Gas CASH PLUS rewards were not properly issued or redeemed, Mr Gas Limited, in its sole discretion reserves the right to make any adjustments the Mr Gas CASH PLUS rewards to correct any discrepancies. When a participant makes a return and/or exchange, the Mr Gas CASH PLUS rewards will be deducted from the participant's account. The amount of rewards deducted will equal the amount of Mr Gas CASH PLUS rewards issued for the returned item or service. If the return and/or exchange relates to an item/service acquired through the redemption of Mr Gas CASH PLUS rewards, all redeemed Mr Gas CASH PLUS rewards will be returned in their format. If there is no activity on a participants account for 12 consecutive calendar months, Mr Gas Limited reserves the right to terminate the account and no credit of any kind will be given to the participant. The accumulation of Mr Gas CASH PLUS rewards does not entitle the participant to any financial stake hold as Mr Gas CASH PLUS rewards remain the property of Mr Gas Limited in perpetuity. Mr Gas Limited may from time to time offer extra Mr Gas CASH PLUS rewards on selected in-store merchandise and/or services. In these cases the amount of extra Mr Gas CASH PLUS rewards advertised in-store will be awarded in addition to the base amount awarded pursuant to rewards schedule posted on the Mr Gas website (in the case of any difference between the rewards schedule posted on the Mr Gas Limited website and reward schedules posted elsewhere, the Mr Gas Limited website shall be taken as accurate). Items which are made eligible for earning extra Mr Gas CASH PLUS rewards pursuant to the rewards schedule are subject to a limited purchase of one item per visit/transaction unless otherwise stated. HOW TO REDEEM MR GAS CASH PLUS REWARDS Mr Gas CASH PLUS rewards are redeemable, pursuant to the terms contained in these Terms and Conditions, at the rate of 1 ¢ per Mr Gas CASH PLUS reward (for example, 10 ¢ of Mr Gas CASH PLUS rewards has a redeemable value of 10 ¢ towards eligible products). As per applicable tax legislation, GST, PST, HST and

any other taxes are calculated and payable by the Participant on the full amount of the purchase price before any reduction for redeemed rewards. In order to redeem, Mr Gas CASH PLUS rewards, the card must be registered. Additionally, to redeem Mr Gas CASH PLUS reward, a Participant must present their registered card at the time of redemption. At that time, the Participant's Mr Gas CASH PLUS rewards balance will be reduced by the amount of MR Gas CASH PLUS rewards redeemed. Mr Gas CASH PLUS rewards can be redeemed in any amount, granted the required amount of Mr Gas CASH PLUS rewards exists in the Participant's account prior to a purchase/redemption taking place. Mr Gas CASH PLUS rewards can only be redeemed by the Participant who is the registered Participant of the account holding the Mr Gas CASH PLUS card. Mr Gas Limited will not be held liable for any unauthorized purchases/redemptions made by anyone other than the registered Participant. Redemption of Mr Gas CASH PLUS rewards can only take place if the Mr Gas CASH PLUS rewards server (operated by Ackroo Loyalty Inc) is fully operational and the Participant has an account which is in good standings with the program. Mr Gas Limited may add or delete products and services eligible for Mr Gas CASH PLUS redemption at any time without notice. In addition, Mr Gas Limited may substitute products and services eligible for redemption with those of equal or greater value at its discretion. Mr Gas CASH PLUS rewards have no value except as applied towards the purchase of goods and services offered for sale at participating Mr Gas Limited locations. Nor are they exchangeable for cash and cannot be used to make card payment. Mr Gas CASH PLUS rewards cannot be sold or purchased and are void if sold for cash or any other consideration. By redeeming their Mr Gas CASH PLUS reward, the Participant shall at that time be deemed to have automatically released Mr Gas Limited from any and all liabilities and/or claims regarding the redemption and the use of the reward and any loss or damage caused by goods and services supplied as a reward.

#### **GENERAL TERMS AND CONDITIONS.**

Mr Gas Limited may make changes to these Terms and Conditions, the Mr Gas CASH PLUS program or any program procedures at any time by posting a revised Mr Gas CASH PLUS program Terms and Conditions on its website, and once posted the revised set of Terms and Conditions shall immediately apply. In case of a lost or stolen Mr Gas CASH PLUS card, a new card will be provided to the participant upon request at any participating Mr Gas Limited station. Any accumulated/unredeemed Mr Gas CASH PLUS rewards balance relating to the old card can be transferred to the new card when a participant registers their new card. The balance of Mr Gas CASH PLUS rewards can only be transferred if the old card was registered and Mr Gas Limited and Ackroo Inc can verify the authenticity/identity of the old card participant. A lost or stolen card that is reported will be deactivated once a participant registers a new card and transfers there Mr Gas CASH PLUS rewards balance from their old account to their new account number. Mr Gas Limited assumes no liability for Mr Gas CASH PLUS rewards that are redeemed by any person(s) prior to a customer registering a replacement card by visiting [www.mrgasltd.ca](http://www.mrgasltd.ca) or [my.ackroo.com](http://my.ackroo.com) (If any Mr Gas CASH PLUS rewards are redeemed prior to such notification, any unauthorized redeemed Mr Gas CASH PLUS rewards will not be reinstated to the participant's new card. If circumstances beyond Mr Gas Limited or Ackroo Inc.'s control affect Mr Gas Limited's or Ackroo Inc.'s ability to operate the Mr Gas CASH PLUS program, the program may be suspended or terminated without notice, and Mr Gas Limited may restrict or alter any aspect of the Mr Gas Limited CASH PLUS

program without notice at any time at its sole unfettered discretion. In the event any of the foregoing occurs Mr Gas Limited and Ackroo Inc will have no liability whatsoever to any Mr Gas CASH PLUS program participant as a result thereof. Mr Gas Limited and Ackroo Inc shall be automatically released from all claims by program participants in respect of any participant's suspension, termination, or any forfeiture of Mr Gas Limited CASH PLUS rewards, or in respect of any modification, suspension or termination of the program. Mr Gas Limited is not responsible for any errors or omissions of any kind, whether in these Terms and Conditions or as the result of any mechanical or technological failure or whether as the result of any human error whether by Mr Gas Limited, its employees or licenses, Ackroo Inc, its employees or by any other person. Mr Gas Limited at any time may make enhancements or changes to the Mr Gas CASH PLUS program. Any revisions to these Terms and Conditions will be posted to the Mr Gas Limited website and will then serve as an official amendment once posted. Failure to comply with any of the Terms and Conditions laid out or any violation, fraud, theft or abuse of the Mr Gas CASH PLUS program in any way may result in forfeiture of all Mr Gas CASH PLUS rewards and possible suspension and/or cancellation a participant's Mr Gas CASH PLUS account without compensation, all the foregoing is at the sole discretion of Mr Gas Limited and all without notice to the participant/registered cardholder.

## **PRIVACY**

Most of the information provided by participants through the online registration form will constitute personal information, as that term is defined under the Personal Information and Protection of Electronic Documents Act ("PIPEDA"). Examples include, your name, gender, postal address and email address. While Mr Gas Limited and Ackroo Inc are collecting such personal information for purposes of administering the Mr Gas CASH PLUS program, this information may also be used by Mr Gas Limited for marketing purposes or to notify participants of special promotional offers unless you choose to opt out of receiving promotional material. Participants in the Mr Gas CASH PLUS Program can choose not to opt in to Mr Gas Limited's marketing database or to be contacted for promotional reasons by selecting the appropriate response during the online registration process. Any online registration received without the exclusion check-off boxes checked off, will be deemed to have consented to the use of their personal information for the purposes described above. Mr Gas Limited assumes no responsibility or liability in the event that a participant's personal information is accessed unlawfully/without authorization by a third party due to the participant not taking the necessary steps to ensure their information is secure (i.e, a lost or stolen password, dissemination of a password in a public sphere etc.