Centex Rewards Cash Program- Terms and Conditions

Last Revised: Feb-08-2021

The Centex Rewards Cash Program (the "Program") is a loyalty reward program operated by Centex Petroleum and our Loyalty Program Provider as defined herein.

In registering for the Program, you, the Participant, agree that you have read, understood and agree to be bound by Terms and Conditions and the Program Details, which may be changed by Centex Petroleum in its discretion from time to time as provided below, and you agree to the collection and use of your personal information for the purposes of this Program, in accordance with the Privacy Policy section below (Centex Rewards Program - Privacy Policy)

The Program offers Participants Centex Rewards Loyalty Dollars ("Loyalty Dollars") earned on eligible product purchases at participating Centex Petroleum locations (the "Participating Locations") only according to the Rewards Schedule as set out at <u>www.centexpetroleum.com/centexrewards</u> as updated from time to time. The list of Participating Locations, as amended from time to time, is also available at <u>www.centexpetroleum.com/centexrewards</u>.

General Terms and Conditions

The program shall be initially administered and provided through a platform operated by Ackroo Inc. (the "Loyalty Program Provider"). The Loyalty Program Provider is subject to change at the discretion of Centex Petroleum, subject to its contractual obligations with the Loyalty Program Provider from time to time. A change of the Loyalty Program Provider shall not imply any change to the Terms and Conditions herein, which shall continue in effect until such time as Centex Petroleum shall modify same as provided for herein.

The Program is subject to termination upon notice to the Participant (the "Termination Notice") at a fixed date set out there in (the "Termination Date"). Upon such termination of the Program, any unredeemed Loyalty Dollars shall expire on such date (the "Expiry Date") as is specified in the Termination Notice or any subsequent notice to the Participant specifying same, and which Expiry Date shall, in any case, be on or after the Program's termination date set out in the Termination Notice. No recourse shall be available against Centex Petroleum in respect of such expired Loyalty Dollars.

Centex Petroleum may make changes to these Terms and Conditions, the Centex Rewards program or any program procedures at any time by posting a revised Terms and Conditions on its website, and once posted the revised set of Terms and Conditions shall immediately apply. Alternatively, or in addition, Centex Petroleum shall be entitled, but not required, to effect changes to these Terms and Conditions, or to send Termination Notice or other notices herein by emailing Participants or sending a written notification to the postal address of any Participant who has provided such information to the Program. Where there is legislation that restricts the expiration, lapse, or other retraction of loyalty program points or rewards in a jurisdiction in which the Program operates, the Expiry Date, shall be deemed to automatically be amended so as to comply with the legislation in the jurisdiction in which it applies.

It is expressly acknowledged by you that Loyalty Dollars have no cash value and you have no right to redeem Loyalty Dollars for cash. Notwithstanding that there is a direct relationship between the amount spent by a Participant on Eligible Purchases and the Loyalty Dollars earned on an account, the potential existence of bonus offers and giveaways of Loyalty Dollars means that there is no reasonable way to affix any value to Loyalty Dollars during the operation of the Program and Loyalty Dollars are agreed between Centex and the Participant to have no cash value and are not transferrable or assignable.

If circumstances beyond Centex Petroleum's or the Loyalty Program Provider's control adversely affect Centex Petroleum's or Loyalty Program Provider's ability to effectively operate or administer the Program, the Program may be suspended or terminated without notice, and any suspension may be for such time as Centex Petroleum may deem appropriate in its discretion. Further, Centex Petroleum may restrict or alter any aspect of the Program without notice at any time at its sole unfettered discretion. In the event any of the foregoing occur Centex Petroleum and the Loyalty Program Provider will have no liability whatsoever to any Participant as a result thereof. Centex Petroleum and the Loyalty Program Provider shall be automatically released from all claims by program participants in respect of any Participant's suspension, termination, or any forfeiture of Loyalty Dollars, or in respect of any modification, suspension or termination of the Program.

Centex Petroleum is not responsible for any errors or omissions of any kind, whether in these Terms and Conditions, the Program Details, or as the result of any mechanical or technological failure or whether as the result of any human error whether by Centex Petroleum, its employees or licensees, or of the Loyalty Program Provider or its employees or by any other person.

Centex Petroleum at any time may make enhancements or changes to the Program. Any revisions to these Terms and Conditions will be posted to the Centex Petroleum website and will then serve as an official amendment once posted and shall be effective upon such effective date that may be provided for in such posting, or where no effective date is given, upon publication.

Failure of a Participant to comply with any of the Terms and Conditions laid out or any violation, fraud, theft or abuse of the Program in any way may result in forfeiture of all Loyalty Dollars and possible suspension and/or cancellation a participant's Centex Rewards account without compensation, any or all of which are at the sole discretion of Centex Petroleum and all without requirement of prior notice to the participant. For clarity and without limiting the generality of the foregoing, Centex Petroleum reserves the right to cancel the membership of any Participant (revoking all accumulated cash rewards) who uses or attempts to use a Centex Rewards Card or

the Centex Rewards Mobile App other than as intended by Centex Petroleum or in violation of these Terms and Conditions.

Participant Information

Participants are responsible for notifying Centex Petroleum of any changes in their profile information such as mailing address, telephone numbers and e-mail address and are advised that updates to Centex Petroleum's database may take up to two (2) business days to process. Centex Petroleum shall not be held liable for misdirected communication such as mail, telephone or email communications, nor for any consequences resulting from a Participant not receiving any notices as a result of the Participant failing to update their contact information or for a delay in processing updates as contemplated above.

Only one Centex Rewards account number is issued per Participant and only one physical Centex Rewards Card is permitted per Participant. If a Participant has both a physical Centex Rewards Card and virtual card through the Centex Rewards mobile application, the Participant can link both to the Participant primary account. A Participant may also earn Loyalty Dollars by presenting their phone number provided that the Participant has included their phone number during registration. Please note that anyone may use a Participant's primary card, and in so doing all Loyalty Dollars accrued through any such usage will accrue in the name of the Participant associated with the card number being used.

Rewards Loyalty Dollars Account Details and Adjustments

A Participant's Centex Rewards account will also be accessible online from the participant portal by visiting the Participant link on www.centexpetroleum.com/centexrewards or such site as may be maintained by the Loyalty Program Provider, which a Participant is able to access by using the Participant's own unique password. In the event of a discrepancy between the Loyalty Dollars issuance and/or balance on a receipt and/or those posted online and/or as contained in Loyalty Program Provider's internal database, the information appearing in Loyalty Program Provider's database will be taken as accurate. The information appearing online is initially generated from point of sale computer transactions as they occur at Centex Petroleum locations and for this reason, the information appearing online may not accurately reflect data contained on Loyalty Program Provider's internal database.

If a Participant believes there is a discrepancy with the value of Centex Rewards earned on a particular transaction, the participant has 30 days from the date of the transaction on their receipt to contact Centex Petroleum and report on the matter; after 30 days from the date of a respective transaction, any respective amount of Centex Rewards appearing in relation to that transaction in the Loyalty Program Provider's database that has not been questioned by a Participant will be deemed not to be contested and no adjustments will be made if objected to thereafter. Nonetheless, if it is discovered that Centex Rewards were not properly issued or redeemed, Centex Petroleum, in its sole discretion reserves the right to make any adjustments the Centex Rewards to correct any discrepancies at any time.

Upon the acceptance by Centex Petroleum of a return of any product or service for which Loyalty Dollars were issued at the time of purchase, Centex Petroleum shall have the right to revoke the Loyalty Dollars awarded at the time of purchase and shall be entitled to refuse to accept any return where a Participant does not provide a valid Card number or phone number at the time that a return is requested or proof by receipt that no Loyalty Dollars were issued at the original time of purchase.

Collecting Loyalty Dollars

Participants must present their Centex Rewards Mobile App or their Centex Rewards Card or phone number (if shared when the Participant registered) to collect Centex Rewards before the payment is processed for the transaction. If a participant does not present one of these at the time of purchase, no Loyalty Dollars will be awarded at any later time.

Centex Rewards Loyalty Dollars will be awarded in accordance with the Reward Schedule posted on the Centex Petroleum website. (In the case of any difference between the set reward schedule posted on the Centex Petroleum website <u>www.centexpetroleum.com/centexrewards</u> and reward schedules published elsewhere, the reward schedule posted on the Centex Petroleum website shall be taken as accurate.) In the case of purchased merchandise or services Centex Rewards will be awarded before any taxes. In the case of special offers that award additional Centex Rewards based on a multiplier of the base reward schedule, selected in-store merchandise and/or services already subject to earn additional Loyalty Dollars may or may not be excluded from any additional offers.

Centex Rewards will not be issued on the purchase of the following items/services: Tobacco, Alcohol, Online Lottery & Scratch tickets, prepaid phone cards, Gift cards, Transit passes, automotive services, items excluded by law and other items specified as exclusions from time to time ("Ineligible Purchases").

Centex Rewards issued on a transaction will be shown on the cash register receipt issued at the time of purchase. In the event of a communication loss with the server that records the accrual of Centex Rewards, a customer will be awarded automatically when the system regains communication with the server and the new balance will be updated on Participants account.

When a Participant makes a return, the Centex Rewards will be deducted from the participant's account. The amount of rewards deducted will equal the amount of Centex Rewards issued for the returned item or service. If the return relates to an item/service acquired through the redemption of Centex Rewards, all redeemed Loyalty Dollars will be restored to the Participant's account. Under no circumstances will Centex Petroleum be obliged to pay cash or give credit in respect of the return of any part of the price originally paid by a redemption of Loyalty Dollars.

Centex Petroleum may from time to time offer extra Loyalty Dollars on selected in-store merchandise and/or services. In these cases the amount of extra Loyalty Dollars advertised in-

store will be awarded in addition to the base amount awarded pursuant to rewards schedule posted on the Centex Petroleum website (in the case of any difference between the rewards schedule posted on the Centex Petroleum website and reward schedules posted elsewhere, the Centex Petroleum website shall be taken as accurate). Items which are made eligible for earning extra Loyalty Dollars pursuant to the rewards schedule are subject to a limited purchase of one item per visit/transaction unless otherwise stated.

If there is no activity on a Participant's account for twelve (12) consecutive calendar months, Centex Petroleum reserves the right to terminate the account and no credit of any kind will be given to the participant. The accumulation of Loyalty Dollars does not entitle the participant to any financial stake-hold as Loyalty Dollars may only be redeemed according to the terms of the Program and otherwise remain the property of Centex Petroleum in perpetuity.

Redeeming Loyalty Dollars

In order to redeem Loyalty Dollars, the Participant must be registered. Additionally, to redeem Centex Rewards, a Participant must present their registered Centex Rewards Card or Centex Rewards Mobile App at the time of redemption. At that time, the Participant's Loyalty Dollars balance will be reduced by the amount of Loyalty Dollars redeemed. Loyalty Dollars can be redeemed in threshold amounts set forth on <u>www.centexpetroleum.com/centexrewards</u>, granted the required amount of Loyalty Dollars exists in the Participant's account prior to a purchase/redemption taking place. Loyalty Dollars can only be redeemed by the Participant who is the registered Participant of the account holding the Centex Rewards Card. Centex Petroleum will not be held liable for any unauthorized purchase/redemptions made by anyone other than the registered Participant. Redemption of Centex Rewards can only take place if the Centex Rewards server is fully operational and the Participant has an account which is in good standing with the Program. Centex shall not be liable for any temporary inability of a Participant to redeem Loyalty Dollars.

Centex Petroleum may add or delete products and services eligible for Loyalty Dollars redemption at any time without notice. In addition, Centex Petroleum may substitute products and services eligible for redemption with those of equal or greater value at its discretion.

Centex Rewards have no value except as applied towards the purchase of goods and services offered for sale at Participating Locations. Nor are they exchangeable for cash and cannot be used to make card payment. Loyalty Dollars cannot be sold or purchased and are void if sold for cash or any other consideration.

By redeeming their Loyalty Dollars, the Participant shall at that time be deemed to have automatically released Centex Petroleum 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.

Centex Rewards Card – Specific Terms and Conditions

Use of the Centex Rewards Card (the "Card") is subject to the General Terms and Conditions and, in addition, these specific terms and conditions.

You agree that you will not use the Card in any way that is not intended by Centex Petroleum, and specifically without limiting the generality of this statement that you will:

- 1. Not make copies of the Card;
- 2. Not attempt to modify the Card in any way nor to affect the information stored on the card in any way;
- 3. Surrender the Card upon the demand of Centex Petroleum;
- 4. Not record any information on the card that could be used to access the account of the Participant or the Application by an unauthorized person.

Centex Rewards Mobile App – Specific Terms and Conditions

Use of the Centex Mobile Rewards App (the "Application") is subject to the General Terms and Conditions and, in addition, these specific terms and conditions.

You agree that you will not use the Application in any way that is not intended by Centex Petroleum, and specifically without limiting the generality of this statement, you will:

- 1. NOT attempt to reverse engineer or modify any software or hardware associated with the Program.
- NOT attempt to access or modify any information of or about the Program, any participant, Program administrator, or Centex Petroleum through circumvention of any security protocols, software, hardware, networks, links, databases, or other components of the Program.
- 3. NOT violate the Terms and Conditions or policies of any service, site or program through or with which the Program may be offered supported or affiliated in the future, for example, Google Pay or Apple Wallet.
- 4. NOT engage or assist any other person, entity or technology in any attempts to do any of the foregoing prohibited acts.

Centex Rewards Program - Privacy Policy

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 Centex Petroleum and the Loyalty Program Provider are collecting such personal information for purposes of administering the Program, this

information may also be used by Centex Petroleum for marketing purposes or to notify Participants of special promotional offers unless you choose to opt out of receiving promotional material at registration or thereafter.

Participants in the Program can choose not to opt in to Centex Petroleum'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.

You may also opt out of receiving promotional materials by emailing <u>loyaltygift@centexpetroleum.com</u> after registration or using such option to opt out as may be provided for in the Application from time to time.

Centex Petroleum 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.)

Any dispute arising hereunder shall be adjudicated solely in the applicable court in the Province of Alberta.

Centex Rewards Program - Rewards Schedule

Loyalty Dollars will be awarded in accordance with the Reward Schedule posted on the Centex Petroleum website at <u>www.centexpetroleum.com/centexrewards</u> as amended from time to time. In the case of any difference between the set reward schedule posted on the Centex Petroleum website <u>www.centexpetroleum.com/centexrewards</u> and reward schedules published elsewhere, the Reward Schedule posted on the Centex Petroleum website shall be taken as accurate. In the case of purchased merchandise or services Loyalty Dollars will be awarded before any taxes. In the case of special offers that award additional Loyalty Dollars based on a multiplier of the base Reward Schedule, selected instore merchandise and/or services already subject to earn additional Loyalty Dollars may or may not be excluded from any additional offers.

Centex Rewards – Program Details

How to Register for the Program

1. In person at a Centex retail location (Centex Rewards Card)

You can get a Centex Rewards Card (the "Card") at any participating Centex Petroleum retail location ("Participating Locations") by requesting one from our frontline staff. The Card may

only be used once issued by a Centex Petroleum clerk. Once issued, Centex Rewards Loyalty Dollars ("Loyalty Dollars") will begin to accrue to that specific card in accordance with the <u>www.centexpetroleum.com/centexrewards/termsandconditions</u> and the person in whose name and to whom the Card has been issued according to the registration details provided at the time the Card issued shall be the Participant for the purposes of the Program. However, a Participant will not be able to redeem these rewards until the cardholder registers the Card online at <u>www.centexpetroleum.com/centexrewards/account</u>.

The Centex Rewards Card is not a credit card or debit card but merely a Loyalty Dollars accumulation card. The Card is the property of Centex Petroleum and it may be revoked at any time by Centex Petroleum in its sole discretion or upon any violation of the www.centexpetroleum.com/centexrewards/termsandconditions

2. By the Centex Rewards Mobile App

To participate in the Program by mobile phone, download and install the official Centex Rewards Mobile Application (the "Application") from the Apple App Store or the Google Play Store on your mobile device, fully complete the registration process for a Centex Rewards Account and agree to the Application and Program

<u>www.centexpetroleum.com/centexrewards/termsandconditions</u>. You will then be registered to participate in the Program as a Participant and receive a virtual Card through the Application The Participant who completes the registration process with a valid email address via the mobile application is deemed to be the authorized Participant.

If a Participant forgets their account password, the Participant may request a new password by confirming their email address through the Application or such website as Centex Petroleum may designate for that purpose through the Application. An automated email will be sent with a new password, and the Participant can change the password by logging into their account.

It is the responsibility of the Participant to ensure that their password is secured from unauthorized use at all times. Centex Petroleum assumes no responsibility or liability for the unauthorized use of any password regardless of the circumstances and shall not be obliged to restore any redeemed Loyalty Dollars under any circumstances, absent fraud on the part of a Centex Petroleum employee.

Eligibility for the Program

To be a Participant of the Program, an individual must, at the time of registration, be eighteen (18) years old or older and a legal resident of Canada.

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 Centex Petroleum if anyone other than an individual can obtain an account as a "registered entity" (i.e., a business, partnership, or corporation).

Participating Locations

The list of Participating Locations, as amended from time to time, is available at www.centexpetroleum.com/centexrewards

Collecting your Centex Rewards

Each time a purchase, other than an Ineligible Purchase as defined below, is made at a Participating Location, upon presentation of the Participant's Card, Application, or phone number (if registered with the program), the Participant prior to processing of payment for the purchase the Participant will earn Loyalty Dollars according to the Program <u>www.centexpetroleum.com/centexrewards/termsandconditions</u> and the Centex Rewards schedule and at the rate posted on the Centex Petroleum Rewards website <u>www.centexpetroleum.com/centexrewards</u>.

Centex Petroleum may from time to time offer extra Centex Rewards on selected in-store merchandise and/or services. In these cases the amount of extra Loyalty Dollars advertised in-store will be awarded in addition to the base amount awarded pursuant to the rewards schedule posted on the Centex Petroleum website (in the case of any difference between the rewards schedule posted on the Centex Petroleum website and reward schedules posted elsewhere, the Centex Petroleum website shall be taken as accurate). Items which are made eligible for earning extra Loyalty Dollars pursuant to the rewards schedule are subject to a limited purchase of one item per visit/transaction unless otherwise stated.

How to Redeem Loyalty Dollars

Loyalty Dollars are redeemable pursuant to the terms contained in the Program <u>www.centexpetroleum.com/centexrewards/termsandconditions</u> and the Rewards Schedule.

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.

Lost or Stolen Centex Rewards Card

In case of a lost or stolen Card, a new Card will be provided to the Participant upon request at any Participating Location. A new Card will be attached to a new account number but any accumulated but unredeemed Loyalty Dollars balance relating to the old Card can be transferred to the new Card when a participant registers their new Card. The balance of Loyalty Dollars can only be transferred if the old Card was registered and Centex Petroleum and the Loyalty Program Provider (as defined in the Terms and Conditions) can verify the authenticity/identity of the Participant to its satisfaction. A lost or stolen Card that is reported will be deactivated once a participant registers a new Card and transfers their Loyalty Dollars balance from their old account to their new account number.

Centex Petroleum assumes no liability for Loyalty Dollars that are redeemed by any person(s) prior to a customer registering a replacement Card by visiting the Centex Rewards website. <u>www.centexpetroleum.com/centexrewards</u>. If any Loyalty Dollars are redeemed prior to such registration of a new Card, any such Loyalty Dollars will not be added to the Participant's new account.

<u>Contacts</u>

You may contact Centex Petroleum at any time in relation to any matter related to the Centex Rewards Program using the following methods:

• By email to loyaltygift@centexpetroleum.com

By telephone to Centex Rewards Customer Service at the following telephone number 1-833-2CENTEX or 1-833-223-6839