# CAFÉ DÉPÔT REWARDS PROGRAM TERMS AND CONDITIONS

#### **BINDING AGREEMENT**

These terms and conditions constitute a valid and binding agreement between Café Dépôt and its rewards program members (hereinafter "you" or "Member"). By becoming a Member, you agree to be bound by these terms and conditions.

# **REWARDS PROGRAM PARTNER**

Café Dépôt has partnered with Paystone Inc. (hereinafter referred to as "DATACANDY") to manage its rewards program.

# **ACCOUNT REGISTRATION**

You must become a rewards Member to participate in Café Dépôt's rewards program. You can become a Member by creating a rewards account (i) on DATACANDY's website https://cafedepot.myloyaltyhub.com/en/login, (ii) at a time of making a purchase on Café Dépôt's website https://cafedepot.order-online.ai/\_or (iii) in person by activating a loyalty card at participating Café Dépôt restaurants located in Canada. You must ensure that you have entered your contact information correctly and provided an active email address and/or telephone number and completed the registration process.

#### **ELIGIBILITY**

Café Dépôt's rewards program is free and available to any individual who (i) has opened an online rewards account with valid and accurate information and (ii) is at least fourteen (14) years old.

#### MARKETING

As a Member of Café Dépôt's rewards program, you can give your consent to receive marketing communications from Café Dépôt. You may withdraw your consent at any time by clicking the unsubscribe button found either in Café Dépôt's emails, SMS messages or in your rewards account.

# PERSONAL INFORMATION

By becoming a Member, you consent to your personal information being collected, used and stored by DATACANDY. Your personal information will be shared with Café Dépôt so you may receive Café Dépôt's latest news, offers, benefits and promotions. You may withdraw your consent at any time. See "Membership Status" below for more details.

You have a right to access your personal information or correct any inaccuracies, as necessary. Changes can be made by updating your profile in your online rewards account.

Café Dépôt rewards program is not intended for children under the age of fourteen (14). In the event Café Dépôt or DATACANDY learns that personal information was collected from a child under the age of fourteen (14), the rewards account, including all personal information and points, will be deleted.

For more information on how your personal information is collected and used by Café Dépôt and DATACANDY, please consult Café Dépôt and DATACANDY's privacy policies found respectively at the following websites: www.mtygroup.com/en/privacy-policy/ and www.paystone.com/legal.

# POINT ACCUMULATION AND REDEMPTION

Members can accumulate points through purchases in-store or online via https://cafedepot.order-online.ai/. Members can scan their in-store purchases by presenting their physical or digital rewards card at the cash register at any participating Café Dépôt restaurants located in Canada. Points may be used for online and in-store purchases.

#### **PROGRAM**

The following table contains a summary of Café Dépôt's rewards program:

Base Reward	Receive 1 point for every \$1.00 spent in store or online*.
Welcome Reward	Receive 200 points when member completes the loyalty program registration and profile.
Birthday Reward	Receive 200 points on your birthday**.

Exclusive Reward	Earn twice as many points on regular and
	specialty coffees.

<sup>\*</sup> Every 100 points is equivalent to \$1.50

### **NO CASH**

The rewards, promotions and offers provided by Café Dépôt in connection with this rewards program cannot be exchanged for cash.

# **ACCOUNTS AND ADJUSTMENTS**

Your transaction history (complete with points you have accumulated) can be found in your online rewards account.

A Member may request points earned in connection with a transaction that is not reflected in their account by contacting Café Dépôt's customer service team at rewards@cafedpot.ca. Such request must be received within sixty (60)-days following the transaction in question. Once Café Dépôt receives such a request, it will determine whether an adjustment is required. Café Dépôt has no obligation or duty to correct an error unless the aforesaid request is received within the prescribed delay and the Member has provided any information or document required by Café Dépôt.

# POINT BALANCE

Members can obtain their account point balance by consulting their online rewards account or by emailing Café Dépôt's customer service team at rewards@cafedpot.ca.

# **MEMBERSHIP STATUS**

# Opting Out of the Café Dépôt Rewards Program

You can opt-out of the rewards program by choosing the option in your online rewards account. If you choose to opt-out, your points will automatically be forfeited.

# **Account Inactivity**

<sup>\*\*</sup> Redeemable up to fourteen (14) days after the date of birth.

Should your membership account remain inactive for more than twelve (12) consecutive months, your account will automatically be deleted, and your points will be forfeited without notice.

#### **Account Deletion**

Should you choose to delete your membership account and all personal information associated therewith, you must send an email to <a href="mailto:privacyofficer@mtygroup.com">privacyofficer@mtygroup.com</a>. Your request will be processed within a reasonable delay. Once your account is deleted, your points will automatically be forfeited.

# **NO SALE OR TRANSFER**

Members do not have the right to sell or transfer any points, rewards or other Member benefits. Café Dépôt may refuse to honor or recognize any points, rewards or Member benefits which it believes may have been transferred or sold.

# **MODIFICATIONS**

Café Dépôt reserves the right, at its sole and absolute discretion, to modify these terms and conditions and to select its rewards partners. Modifications to the program will be communicated on the Café Dépôt's website.

#### **TERMINATION**

Café Dépôt reserves the right, at its sole and absolute discretion, to terminate the Café Dépôt rewards program. If the program is terminated, Café Dépôt will provide advance notice to all Members and confirm the effective date of termination of the program (hereinafter the "Effective Date").

A Member cannot accumulate points or claim rewards after the Effective Date. If the program is terminated by Café Dépôt, all unredeemed points will be forfeited within thirty (30) days from the Effective Date (hereinafter the "Grace Period"), without incurring any obligation or liability. Café Dépôt will not compensate or pay cash for any forfeited or unused points or rewards, nor will any reward claims be honored following the expiration of the Grace Period.

#### LIMITATION OF LIABILITY

To the fullest extent permitted by law, Café Dépôt shall not be liable for any losses, costs, expenses, fines, fees or damages of whatsoever nature and kind, including, without limitation, direct, indirect, incidental, consequential, punitive, special or

exemplary damages (hereinafter collectively referred to as, the "Damages") arising from or in connection with the rewards program, the whole regardless of whether Café Dépôt has been advised of the Damages or whether such Damages were reasonably foreseeable.

#### INDEMNIFICATION

You agree to indemnify, hold harmless and defend Café Dépôt and its officers, directors, employees, agents, representatives, successors and assigns from and against any claim or demand, including reasonable legal fees, due to or arising out of or in connection with your violation of these terms and conditions, including without limitation, your breach of applicable laws or the rights of third parties.

#### **COOKIES**

Café Dépôt uses cookies. For more information on how Café Dépôt uses cookies, please consult Café Dépôt's cookie policy at <a href="https://www.mtygroup.com/en/privacy-policy/">www.mtygroup.com/en/privacy-policy/</a>.

#### **GOVERNING LAW**

This agreement shall be governed by and construed in accordance with the laws of the Province of Québec and the applicable laws of Canada therein.

#### **ENTIRE AGREEMENT**

These terms and conditions are the entire, final and fully integrated agreement between you and Café Dépôt, and supersedes all prior communications, agreements and understandings in connection therewith.

# **ENFORCEABILITY**

Should a term or condition set forth herein be determined to be unenforceable, that term or condition will be ineffective to the minimum extent necessary so that the remaining terms and conditions will otherwise remain in effect.

#### **WAIVER**

Café Dépôt's failure to enforce any provision found in these terms and conditions or its waiver of any breach of these terms and conditions shall not prevent any subsequent enforcement of any such provision or be deemed a waiver of any subsequent breach.

# **ENGLISH LANGUAGE**

The parties hereby acknowledge that it is their express wish that these terms and conditions be drawn in the English Language only. Les parties reconnaissent qu'il est de leur volonté expresse que ces Conditions d'utilisation soit rédigées en langue anglaise seulement.

# **CONTACT US**

If you have any questions or would like to contact us regarding our rewards program, please email us at **rewards@cafedpot.ca**.

These terms and conditions were last modified on July 8, 2025