

Westway Rewards Program - Terms and Conditions

1. Westway Rewards Program Overview

Federated Co-operatives Limited (“FCL”) and certain of its retail member co-operatives (“Member Co-ops”) operate Tempo branded fuel sales and convenience store businesses and in addition, along with its Member Co-ops, also maintains a network of independently owned and operated retailers who carry on Tempo or Western Nations branded retail fuel sales and convenience store businesses (collectively the “Independent Dealers” and individually an “Independent Dealer”). The Westway Rewards Program (“Rewards Program”) is a frequency reward program offered by FCL to customers of participating FCL, Member Co-op and Independent Dealer Tempo or Western Nations locations (collectively the “Participating Locations” and individually a “Participating Location”).

The Rewards Program allows persons who have been issued a Westway Rewards Program card (“Rewards Program Card”) and who have properly registered their 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 regular, midgrade, premium or diesel fuel or such other goods as FCL may determine from time to time (“Eligible Goods”) at the pump or in-store at Participating Locations, and to redeem the Points earned in-store at Participating Locations for rewards or benefits as described in these Terms and Conditions.

2. Rewards Program Terms and Conditions

Your acceptance of these Terms and Conditions on-line and/or your registration of your Rewards Program Card and creation of a Rewards Program Account (as defined below), 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, unless written approval is received in advance from FCL, in its sole discretion. Points will not be awarded if in FCL’s, a Member Co-op’s or an Independent Dealer’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 Rewards Program only operates in Canada where Points may only be earned and redeemed at Participating Locations. To become a Rewards Member and start earning Points:

Step 1: request from a Participating Location a Rewards Program Card; and

Step 2: register your Rewards Program Card online by visiting www.westwayrewards.ca and completing the registration form and creating a Rewards Program account (“Rewards Program Account”).

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 first 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. FCL reserves the right to refuse issuance of a Rewards Program Card or deny creation of a Rewards Program Account to any person who does not follow the required registration process.

It is a Rewards Program Member's responsibility to continue to ensure that the information provided and associated their Rewards Program Account is accurate and complete at all times. You must advise FCL immediately of any changes to your information by logging into your Rewards Program Account at www.westwayrewards.ca or by contacting us at westwayrewards@fcl.crs. Neither FCL, Member Co-ops, nor the Independent Dealers will be responsible or liable for misdirected email or mail communications, including any notices under these Terms and Conditions or any consequences thereof where your information is inaccurate or no longer valid. If FCL believes that some of its records are inaccurate, we may contact you to verify our records.

By using the Rewards Program Card and registering for and creating a Rewards Program Account 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. FCL, Member Co-ops and the Independent Dealers reserve 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 FCL'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 FCL. 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 FCL at any time and without notice where FCL 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 following the proper registration of a Rewards Program Card and creation of a Rewards Program Account as set out in these Terms and Conditions, you must make and complete the purchase of Eligible Goods at Participating Locations either at the pump or in-store as follows:

In-store (at cash register):	Reward Program Member must present the valid plastic Rewards Program Card to the cashier before the purchase of the Eligible Goods transaction is completed.
At Pump:	Reward Program Member must in-store and present the authorized pump receipt from the completed Eligible Goods purchase transaction and the valid plastic Rewards Program Card to the cashier, at the time of purchase.

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

5 Points for every one full \$1.00 spent on regular, midgrade, premium and diesel fuel

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. Each subtotal will be multiplied by the applicable Point rate in effect at the time of purchase. Points are awarded in fractional amounts based on the applicable Point rate in effect. For example, an Eligible Goods purchase amounting to \$5.21 will be awarded 26.05 points.

From time to time, FCL 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. On occasion, FCL may also load Bonus Points into your Rewards Program Card that is not used within a stated promotional period, will expire and will be removed or voided.

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 a Participating Location, 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. Rewards Program Members may also access their Points balance online at www.westwayrewards.ca.

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 show 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 FCL’s internal records, FCL’s records shall govern. Discrepancies must be addressed with FCL by emailing

westwayrewards@fcl.crs within thirty (30) days of the date on which the discrepancy occurred. FCL 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 FCL 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 FCL 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 will be transferred to a designated beneficiary;
- (d) The personal bankruptcy of a Rewards Program Member may result in the Rewards Program Member's Rewards Program Account being closed and any Points remaining voided.

Without limiting the generality of any of the foregoing, all Points are subject to verification at any time. FCL reserves the right, in its sole and absolute discretion to invalidate any Points it deems to have been awarded in error, or as the result of any fraudulent activity, or any activity not in keeping with the letter and/or spirit of these Terms and Conditions as interpreted by FCL in its sole and absolute discretion.

5. Redemption of Rewards Program Points

Points may be redeemed for rewards consisting of a predetermined dollar discount reward off a purchase of Eligible Goods, at Participating Locations and in accordance with the Points redemption schedule in force on the date when the Points are redeemed. Points may be redeemed in-store only at a Participating Location.

The following Points redemption schedule is provided for illustrative purposes only. The current Points redemption schedule is available at www.westwayrewards.ca.

Points

Reward toward purchase of Eligible Goods

500

\$1.00

Points will not be awarded on the portion of the Eligible Goods transaction paid for by the redemption of Points. From time to time, special promotions or offers may be run during which the Points redemption reward may be temporarily altered and/or suspended, new redemption rewards added or Points may be redeemed directly towards the purchase of specific products or services.

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 in the redemptions schedule). 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 not make any more than two redemptions within one day and only one redemption is available per transaction.

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 FCL, a Member Co-op an Independent Dealer or an employee at a Participating Location.

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.

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

Points have no cash value and are not exchangeable for cash. Except as permitted from time to time by FCL, 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 entitled any Rewards Program Member to any vested rights, and FCL, Member Co-ops and/or the Independent Dealers do not guarantee in any way the continued availability of any reward, redemption level, rebate, or any other benefit. FCL assumes no liability to Reward Program Members with respect to the addition or deletion of Participating Locations or Eligible Goods for which Points can be collected and/or redeemed.

6. Privacy

We are committed to protecting your privacy. The collection and processing of Rewards Program Members personal information is governed by FCL's Privacy Policy available at <https://www.fcl.crs/contact-us/app-privacy>.

7. General

A Rewards Program Member must notify FCL 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. Neither FCL, Member Co-ops or the Independent Dealers assume liability or responsibility for Points redeemed by any person(s) prior to the notification to FCL 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 a Participating Location for ongoing use.

Neither FCL, Member Co-ops or the Independent Dealers will be 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 **September 18, 2023**, 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) FCL 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 FCL that he/she no longer wishes to be a Rewards Program Member. A Rewards Program Member may notify FCL at westwayrewards@fcl.crs. Alternatively a Rewards Program Member may notify FCL via registered mail at 401-22nd Street East, Saskatoon, SK S7K 0H2, Attention: Westway Rewards Program.

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

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

FCL reserves the right to restrict, void or otherwise change any aspect of the Rewards Program or these Terms and Conditions. FCL 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, FCL will provide advance notice by posting these Terms and Conditions on the Rewards Program website at www.westwayrewards.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 FCL to ensure that the information herein is correct. Neither FCL, Member Co-ops or the Independent Dealers are 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 FCL 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 FCL, Member Co-ops, or an Independent Dealer as a result of any other failure to observe, perform or comply with the Terms and Conditions. No delay or omission by FCL 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 Saskatchewan and the laws of Canada applicable therein, notwithstanding the principles of conflict of laws. All Rewards Program Members attend to the jurisdiction of the Province of Saskatchewan. FCL 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 FCL 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 FCL 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. FCL 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 AND EVERYTHING ON ANY INDEPENDENT DEALERS SITE IS 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 FCL, MEMBER CO-OPS OR THE INDEPENDENT DEALERS 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 FCL directly and give FCL 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.

FCL, Member Co-ops, and the Independent Dealers believe 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.

*Tempo and Western Nations are trade-marks owned by FCL and used under license by the Member Co-ops Independent Dealers.