



Bramalea City Centre FashioniCITY Rewards Club Program Terms

This agreement provides the terms and conditions under which individuals may participate (as “members”) in the **Bramalea City Centre / FashioniCITY Rewards Club** (the “Program”). The Program (which makes use of an online alert service) is provided by **Morguard Investments Limited** (the “Provider”), which operates **Bramalea City Centre** (“BCC”). This agreement is between the individual and the Provider (on behalf of BCC).

Please read this entire agreement carefully. An individual’s participation in the Program, as a member or otherwise, indicates his or her acceptance of the terms and conditions of this agreement (called the “Program Terms”) and, accordingly, the individual agrees to be bound by this agreement even if he or she has not read it. This agreement contains provisions that may limit the individual’s rights, such as the “No Liability” section.

Copyright © 2015 **Morguard Investments Limited**. All rights reserved. The Program is owned by and copyrighted by the Provider, and contains trade-marks of the Provider and/or others. You may not reproduce any part of the Bramalea City Centre Application. Unauthorized use of the Program may violate copyright, trade-mark and other laws.

Operation of the Program

OVERVIEW

FashioniCITY is a shopping centre program that rewards its members for visiting and shopping at BCC. Members are eligible to receive certain offers, perks and other privileges, which may or may not be identified in advance.

ELIGIBILITY

No purchase is required to be a member of the Program. However, individuals must be at least 18 years of age to become members.

Employees of Bramalea City Centre retailers are allowed to become members; however, they are limited to earning offers, perks and other privileges valued under \$100 CAD. Employees of the Provider (Morguard Investments Limited.) and Morguard Corporation are not eligible to participate.

REGISTRATION

Individuals can register as members by downloading the free **Bramalea City Centre / FashioniCITY App** (the “App”) from iTunes or the Google Play Store, and then creating a new FashioniCITY profile or connecting an existing one. Alternatively, individuals may register at Guest Services at BCC where they will receive a membership card and/or key fob with a unique identification number (individuals who are employees of BCC or any of its retailers must disclose this fact at the time of registration).

Memberships are limited to one per individual, meaning that a member’s FashioniCITY profile can only be connected to one mobile device at a time. Alternatively, members who register at Guest Services are limited to licensing only one membership card or one key fob per individual.

PARTICIPATION IN THE PROGRAM

A member can participate in the Program using the App or using their membership card and/or key fob as a form of identification. These are tied to an online database.



All participation touchpoints in the program, including checking-in, checking-out, participating in surveys, submitting receipts and selecting offers, help members collect virtual gemstones (herein referred to as “GEMS”), which builds their GEM levels and builds their FashioniCITY profile.

The FashioniCITY GEM system is a web-based system that keeps track of each member’s ongoing participation in the Program. GEMs are awarded to members for participation in and/or interaction with the Program and/or its applications, including (without limitation) visit duration, new member referrals, attending events and submitting receipts. GEM levels are accumulated by members over a rolling 90 day period, and GEMs collected earlier than the beginning of the 90 day period will no longer contribute to a member’s current GEM levels. In the event of any discrepancy, the Provider’s determination of the GEM level and the size of any reward shall be conclusive and final.

CHECKING IN AND OUT

Checking-in and checking-out is a way to register members’ visits to BCC. Members using the App (which is connected with each member’s FashioniCITY profile) will be able to check-in and check-out automatically via their device’s GPS and/or Bluetooth, provided it is enabled and location services are allowed.

Members using a membership card or key fob are encouraged to check-in at the FashioniCITY kiosk when they arrive at BCC, to reveal available offers for that day – and the members will earn GEMs for the duration of their stay until they check-out. Members may complete a quick check-out at the FashioniCITY kiosk; or they can earn more FashioniCITY GEMs with a complete check-out by registering receipts for their purchases with Guest Services.

REGISTERING RECEIPTS FOR PURCHASES

Information about members’ purchases will be used to build a FashioniCITY profile for each member, for the purpose of accumulating virtual GEMS, customizing the app and personalizing members’ offers and perks (and other privileges and rewards) throughout the Program.

Members using the App can submit photos of their own receipts using the camera on their mobile device. The entire receipt must be photographed (and the photo must be legible), and the store, date and total inputted by the member must match the information shown on the receipt. Members using a membership card or key fob can bring their receipts for purchases to Guest Services at BCC for manual entry.

All receipts are subject to review by the Provider, regardless of the method of entry. To be accepted, receipts must be for the member’s own purchases, dated within the last 7 days and issued by a retailer located at BCC. Purchases that are not accepted are as follows: online purchases (even if scheduled for pickup at BCC), phone bills (unless there is proof of payment at a phone store located at BCC), gift receipts, duplicate receipts, gift card purchases, receipts from currency exchange, lottery and/or prescriptions, credit card bill payments, bank statements, and any receipts which do not list the store name and location.

If a submitted receipt is not accepted, the receipt will be removed from the member’s account and the member’s GEM levels will be decreased accordingly. If a receipt includes a purchase which is not acceptable among others which are acceptable, the amount of the unacceptable purchase value will be subtracted from the overall receipt amount and the reduced amount will be registered.

MEMBER-EXCLUSIVE OFFERS

Offers are available exclusively to members on an equal basis regardless of GEM level.

Members using the App will be able to view all available offers, and (as specified in the offer details) will simply need to show the offer they have selected to the participating retailer or Guest Services.



Members using their membership card or key fob at the FashioniCITY kiosk in BCC have a limit of 1 kiosk check-in per day. These members will be shown a selection of available offers per day upon check-in, and they will be prompted to choose 1 of the offers. The offer they choose will be printed and dispensed at the kiosk. If unexpected technical difficulties arise, the member may still have Guest Services manually re-create the offer (and the member may be required to pick up the offer at a future date, during the offer's dates of validity).

CLAIMING PERKS

Perks will be made available to members depending on each member's GEM level, with certain GEM levels corresponding to certain perks. The number and type of available perks will depend upon a number of factors, each subject to change, and all as determined by Provider.

Perks will be made available on a calendar month basis, and members will be able to redeem one perk per calendar month. At times, more than one perk may be displayed as options for a particular calendar month, and the member must then select one of the perks presented for that month.

Perks should only be claimed at the time the member plans to use the perk at BCC. Members will have one hour from the time the perk is claimed, either using the App or by printout at the FashioniCITY kiosk, to present the perk for redemption (as specified in the perk details) with Guest Services or the retailer.

LIMITATIONS ON OFFERS AND PERKS

Members are not obligated to redeem, claim or utilize any offers or perks. However, offers and perks will be forfeited if they are not used within the time frame specified.

Offers and perks are subject to change or substitution, without notice, at the sole discretion of the Provider, and the Provider takes no responsibility for any errors or omissions in describing or advertising the offers or perks. Offers and perks must be accepted as awarded and may not be exchanged for cash, any cash equivalent or any other products or services, and may not be combined with other discounts or coupons.

TERMINATION OF MEMBERSHIP

Members may terminate their registration for the Program by disconnecting their FashioniCITY profile from the App or, if the member has been using a membership card and/or key fob, by discontinuing their use (and returning them to Guest Services at BCC).

The Provider may terminate a member's registration for the Program in connection with actual or suspected unauthorized or fraudulent use of the Program (or their membership in it) or violation of these Program Terms or any other reason in providing discretion. In addition, the Provider reserves the right to seek all remedies available at law and in equity for violations of the Program Terms, including suspending or blocking access to the member's FashioniCITY profile.

Information We Collect and Use for the Program – Privacy

As a member participates in the Program, personal information is collected from various sources, including without limitation: (i) information the member provides when he or she contacts any of the Provider, BCC and/or retailers located at BCC (all together, "us" or "our") through the App or the bccfashionicity.com website; (ii) information the member provides when he or she responds to surveys conducted by (or on behalf of) us; and (iii) information the member provides during registration for the Program and/or in connection with participation in the Program.

This personal information is not used for purposes other than for providing the Program and for related marketing or customer experience purposes. The information may be combined, used and disclosed in a number of ways to help us better understand and serve our customers, including without limitation the following: (i) to administer the Program, including providing the members with related communications as well as offers, perks and privileges under the Program, and to verify members' participation in the Program; (ii) to personalize offers, perks and



privileges that are available for members of the Program; (iii) to provide members with, or otherwise respond to members' requests for, information and/or services, including but not limited to e-newsletters, marketing programs, forward-to-a-friend or other options in our marketing programs; (iv) to provide members with information about new products or services, events at BCC, events that BCC sponsors including but not limited to contests, sweepstakes and surveys, and other special offers and marketing programs (which may include information about Provider's and BCC's affiliated companies and retailers, as well as other programs which any of them are involved with; (v) to enhance our customers' experiences at BCC, on the bccfashionicity.com website and their participation in the Program; (vi) to analyze customer behaviors and trends; (vii) to conduct research and analysis and to otherwise measure the effectiveness of our online and offline marketing efforts and to develop products, services, and marketing programs; (viii) to coordinate Program activities and communications with other marketing programs conducted by us; and (ix) as otherwise described in this agreement or on bccfashionicity.com.

The personal information is not shared with third parties (subject to limited exceptions in accordance with the privacy policy), other than as needed to provide the Program and to provide related marketing or customer experience services. Program providers do not sell or rent to third parties any of the personal information that members provide. Suppliers or service providers authorized to sell or rent any such personal information, and they are not authorized to make independent use of members' personal information for their own purposes, including but not limited to for direct marketing. However, aggregated information about members may be combined and utilized for purposes of research, benchmarking and other like uses. Additionally, personal information may be disclosed in connection with a transfer or sale of business or assets, compliance with applicable laws, and/or investigation of fraud or violation of this agreement (including these Program Terms) and other like activities.

The personal information that is so collected, used, and disclosed will be retained for a minimum period of 6 months and a maximum period of 2 years. Personal information collected through the Program becomes part of a program contact list and is kept until the member terminates her/his participation in the Program (or for 2 years from the last transaction date). Once personal information has expired, it will be destroyed, erased, or made anonymous.

Proof of identification in the form of Government-issued photo ID may be requested during various elements of the Program including registration, upon receipt of a membership card and/or key fob, at check-in, check-out, at the point of offer and gift card redemption, or at any other time throughout the Program. This information will be used only for the purpose of verifying the member's identity, and it will not be copied or recorded. However, failure to provide the requested information may result in ineligibility to join the Program, forfeiting an offer or perk, or termination of membership.

For members using the App, a unique email address is required to take part in the Program.

Members with questions related to privacy should refer to the privacy policy at www.morguard.com/privacy.

Contact Us

Members should contact Guest Services at BCC if a member needs to update or verify her/his personal information, or to remove his or her personal information from the Provider's active database. This will be completed within 10 days (unless the information needs to be retained for dispute resolution or troubleshooting or for other valid legal or business reasons). Please note that the Provider will not remove members' historical usage information, but rather will disassociate personally identifiable information from it.

Members may also contact the Provider for any reason at: bccmarketing@morguard.com.



Membership and Card Ownership, Lost or Stolen Cards

Membership in the Program – and in particular a membership card – has no cash value, is not a gift card or credit card, and is not valid if obtained from unauthorized parties, including without limitation through Internet auction sites. Members are responsible for maintaining the security and confidentiality of their accounts and/or membership cards, and members agree to be responsible for all activities that occur with their account and/or their membership card. None of the Provider, BCC, any retailer and/or any supplier or service provider is responsible for undeliverable, lost, returned or misdirected emails or other correspondence related to memberships or accounts, or for the use of a member's account, membership card or any offers or perks without the member's permission. A membership card is owned by the Provider, and the Provider has the right to revoke the membership – and the membership card – from its registered member at the Provider's sole discretion, and may do so for any reason including if any rules, regulations, terms and/or conditions are infringed upon (including if any foul play is suspected in relation to the use of the membership or membership card).

Members should contact Guest Services to report a lost or stolen membership card. If the lost or stolen membership card can be identified, the account details may be transferred to a new card.

No Liability

The Provider does not represent or warrant that memberships – or membership cards – or the App will always be accessible or accepted. None of the Provider, BCC, its retailers, suppliers or service providers make any representations, warranties or conditions of any kind, express or implied, with respect to the Program, including but not limited to any implied warranty of merchantability, fitness for a particular purpose, title, or non-infringement, or any warranty arising by usage of trade, course of dealing or course of performance.

None of the Provider, BCC, its retailers, suppliers or service providers assumes any responsibility for any failure of Program hardware during the duration of the Program or for any problems or technical malfunction of any telephone network or lines, computer on-line systems, servers, access providers, computer equipment, software, failure of any e-mail or traffic congestion on the Internet or at any website, or any combination thereof including any injury or damage to a member's or any other person's computer related to or resulting from accessing any material involved in the Program. Any attempt to deliberately damage any Program component, whether online or at BCC, or to undermine the legitimate operation of the Program is a violation of criminal and civil laws. Should such an attempt be made, the Provider reserves the right to seek remedies and damages to the fullest extent permitted by law, including criminal prosecution.

Under no circumstances, including for gross negligence, shall any of the Provider, BCC, its retailers, suppliers or service providers be liable for any direct, indirect, incidental, special or consequential damages, including without limitation, property damage, personal injury and/or death, resulting from participation in the Program or acceptance, use or misuse of any offer or perk (or any other prize, reward or privilege) or a membership or member card. None of the Provider, BCC, its retailers, suppliers or service providers shall have any liability for any incidental, indirect or consequential damages (including without limitation loss of profit, revenue or use) arising out of or in any way connected with the Program, whether in contract, warranty, tort (including negligence, whether active, passive or imputed), product liability, strict liability or other theory, even if any of them has been advised of the possibility of such damages. In no event shall any of the Provider, BCC, its retailers, suppliers or service providers have any liability for unauthorized access to, or alteration, theft or destruction of a Program account, membership or membership card through accident, misuse or fraudulent means or devices by the member or any third party, or as a result of any delay or mistake resulting from any circumstances within or beyond their control.



You cannot collect any damages from the Provider for any reason (whether under legal theories of contract, tort, negligence, strict liability, operation of law or otherwise). The Provider relies on these limitations when entering onto this agreement and setting its fees, if any. They are a fundamental and essential part of our arrangement, and apply even if this agreement has failed in its fundamental or essential purpose or has been fundamentally breached.

The Program is void where or to the extent that it is prohibited by law, and it is subject to all applicable federal, provincial and municipal laws and regulations.

Changes to the Program Terms

Provider may amend this agreement, and so change any of these Program Terms, at any time by posting notice on the bccfashionicity.com website or by other means of communication, for example by email, update notifications for the App or in writing.

The Provider may also, in its sole discretion and at any time, discontinue providing the Program in whole or in part, with or without prior notice to members and others.

Also, the Provider may conduct test programs from time to time which may have additional or different program terms than those described in this agreement; however the Provider has no obligation to expand or continue any test program, and may discontinue the test program at any time. If the Provider changes any of these terms and conditions including the Program Terms, or implements a test program, the Provider has no responsibility to retroactively apply offers or perks or any other reward or privilege.