# TACOTIME CANADA REWARDS PROGRAM TERMS AND CONDITIONS

#### **BINDING AGREEMENT**

These terms and conditions constitute a valid and binding agreement between TacoTime Canada 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**

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

# **ELIGIBILITY**

TacoTime Canada'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 TacoTime Canada's rewards program, you can give your consent to receive marketing communications from TacoTime Canada. You may withdraw your consent at any time by clicking the unsubscribe button found either in TacoTime Canada'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 TacoTime Canada so you may receive TacoTime Canada'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.

TacoTime Canada rewards program is not intended for children under the age of fourteen (14). In the event TacoTime Canada 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 TacoTime Canada and DATACANDY, please consult TacoTime Canada 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, online via https://tacotime.order-online.ai/ or via TacoTime Canada's mobile application. Members can scan their in-store purchases by presenting their physical or digital rewards card at the cash register at any participating Taco Time restaurants located in Canada. Points may be used for online and in-store purchases.

# **PROGRAM**

The following table contains a summary of TacoTime Canada's rewards program:

Welcome Offer	Members will receive 1,000 bonus points if they visit within 30 days after registering.
Earn Points	Members will get 10 points for every dollar spent in-store or online.

Birthday Offer	Members will get 2,500 bonus points if they visit within 7 da			
	after their birthday.			

## **NO CASH**

The rewards, promotions and offers provided by TacoTime Canada 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 TacoTime Canada's customer service team at **letstacoboutit@tacotimecanada.com**. Such request must be received within sixty (60)-days following the transaction in question. Once TacoTime Canada receives such a request, it will determine whether an adjustment is required. TacoTime Canada 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 TacoTime Canada.

## POINT BALANCE

Members can obtain their account point balance by consulting their online rewards account or by emailing TacoTime Canada's customer service team at letstacoboutit@tacotimecanada.com.

### **MEMBERSHIP STATUS**

# **Opting Out of the TacoTime Canada 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**

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 **privacyofficer@mtygroup.com**. 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. TacoTime Canada may refuse to honour or recognize any points, rewards or Member benefits which it believes may have been transferred or sold.

## **MODIFICATIONS**

TacoTime Canada 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 TacoTime Canada's website.

## **TERMINATION**

TacoTime Canada reserves the right, at its sole and absolute discretion, to terminate the TacoTime Canada rewards program. If the program is terminated, TacoTime Canada 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 TacoTime Canada, all unredeemed points will be forfeited within thirty (30) days from the Effective Date (hereinafter the "Grace Period"), without incurring any obligation or liability. TacoTime Canada will not compensate or pay cash for any forfeited or unused points or rewards, nor will any reward claims be honoured following the expiration of the Grace Period.

## LIMITATION OF LIABILITY

To the fullest extent permitted by law, TacoTime Canada 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 TacoTime Canada has been advised of the Damages or whether such Damages were reasonably foreseeable.

#### INDEMNIFICATION

You agree to indemnify, hold harmless and defend TacoTime Canada 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**

TacoTime Canada uses cookies. For more information on how TacoTime Canada uses cookies, please consult TacoTime Canada's cookie policy at www.mtygroup.com/en/privacy-policy/.

# **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 TacoTime Canada, 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**

TacoTime Canada'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.

## **CONTACT US**

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

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