

# Loblaw Card Cardholder Agreement

**Please read this Agreement carefully and retain a copy for your records.**

The following terms and conditions apply to your use of the \$25 Loblaw Card. By applying for, activating, signing and/or using the \$25 Loblaw Card, you are agreeing to these terms and conditions as outlined below.

**Information Disclosure Summary** (detailed terms and conditions will follow):

**Card Issuer:** This Card is issued by Peoples Trust Company.

**Card Information:** For up-to-date terms and conditions and to obtain the balance or card information visit [www.LoblawCardServices.ca](http://www.LoblawCardServices.ca) or call toll-free 1-866-217-9470.

**Card Restrictions:**

- Card can be used to purchase items sold in Loblaw Stores across Canada – for up-to-date list of Loblaw Stores visit [www.LoblawCardServices.ca](http://www.LoblawCardServices.ca);
- Card cannot be used to purchase alcohol or tobacco products;
- Card cannot be used at The Mobile Shop, or Cooking School in Loblaw stores;
- Card cannot be used at third party businesses in Loblaw Stores;
- Card cannot be used for gas station and pay-at-the-pump transactions;
- Card is not reloadable;
- Card is not, except as set out herein, refundable in whole or in part;
- Card is not redeemable for cash, and may not be used to make cash withdrawals at ATMs or otherwise;
- Card cannot be used for recurring or any other pre-authorized payments;
- Card cannot be used to make a payment on a credit account.

Please also note that your Card may be deactivated at any time if fraud, related to your Card or through the use of your Card, is suspected.

**No Expiry; Card ‘Plastic Valid Thru’ Date:** Your right to use the funds loaded onto the Card never expires. However, the Card itself will cease to work after the ‘Plastic Valid Thru’ date printed on the back. If there is a Balance on the Card after the ‘Plastic Valid Thru’ date, you can request those funds free of charge, any time after the Card ceases to work, at any Loblaw Store or by letter or email. The mailing and email addresses to which your request for the remaining Balance on your Card may be sent will be published at [www.LoblawCardServices.ca](http://www.LoblawCardServices.ca) at least six (6) months in advance of the ‘Plastic Valid Thru’ date. Please include your card number in your request by mail or email.

Card funds are not insured by the Canada Deposit Insurance Corporation (CDIC).

**Lost or stolen Card:** You must take all reasonable precautions to protect your Card against loss, theft, or unauthorized use. If your Card has been lost or stolen, or if you have reason to believe that someone has made an unauthorized transaction with your Card or may attempt to use your Card without your permission, you must notify us IMMEDIATELY by calling the customer service number. All transactions carried out on your Card before you notify us will be considered to have been authorized by you.

<b>Fees</b>
Peoples Trust Company will not impose any fees in association with the Card.

**Split Tender Transaction:** If you do not have enough funds available on your Card to cover the full Transaction Amount, you may request the Loblaw Store to conduct a split tender transaction, which is where you use the Card as partial payment for goods and services and then pay the remainder of the amount with another form of payment (e.g. cash, credit, or debit). If you fail to inform the Loblaw Store that you would like to perform a split-tender transaction prior to swiping your Card, your transaction may be declined.

**Detailed terms and conditions**

**Definitions:**

- “Agreement” means the terms and conditions set out in this Cardholder Agreement, which govern your use of the Card.

- “Applicable Law” means the Trust and Loan Companies Act (Canada), the Personal Information Protection and Electronic Documents Act (Canada), the Act Respecting the Protection of Personal Information in the Private Sector (Québec), the Consumer Protection Act (Québec), Canada’s Anti-Spam Legislation (CASL), PCI DSS or any statute, regulation or operating rule of any Governmental Authority or any other regulatory authority that Peoples Trust Company and the Program Sponsor are subject to, or any bylaw, operating rule or regulation of Mastercard.
- “Balance” means the value of the remaining funds on the Card.
- “\$25 Loblaw Card” or “Card” mean the physical prepaid card activated, signed, received or used by the Cardholder.
- “Cardholder” means an individual who activates, receives and/or uses the Card.
- “Governmental Authority” means any federal, provincial, territorial, regional, municipal or local governmental authority, quasi-governmental authority (including the Office of the Superintendent of Financial Institutions), government organization, commission, board, professional agency, tribunal, organization, or any regulatory, administrative or other agency, or any political or other subdivision, department, or branch of any of the foregoing, in each case to the extent it has jurisdiction over Peoples Trust Company and/or any person, property, transaction, activity, event or other matter related to this Agreement. The above definition is deemed to include any interim or permanent transferee or successor of a Government Authority’s underlying mandate, function or activity.
- “Loblaw Store” means a Loblaw grocery store.
- “PCI DSS” means a multifaceted security standard defined by Payment Card Industry Security Standards Council and includes requirements for security management, policies, procedures, network architecture, software design and other critical protective measures.
- “Program Sponsor” means Loblaws Inc.
- “Transaction Amount” means the amount that is debited from the Balance in connection with your use of the Card.
- “we”, “us”, “our”, “Peoples Trust”, and “Issuer” each mean Peoples Trust Company, Peoples Card Services LP, and our successors, subsidiaries, affiliates or assignees.
- “Website” means [www.LoblawCardServices.ca](http://www.LoblawCardServices.ca).
- “you”, “your”, and “yours”, each means the Cardholder.

**The \$25 Loblaw Card:** The Card is a stored-value, prepaid card that can be used as payment for goods and services from Loblaw Stores in accordance with this Agreement. The Card can be used to pay the full amount of the purchase and applicable taxes, so long as the Balance remaining on the Card is sufficient, or can be used in a split tender transaction, as discussed above. The Card is not a credit card, charge card, or debit card, and its usage will not enhance or improve your credit rating. No interest dividends or other earnings or returns will be paid on the Card. Neither the Card nor the Balance is a deposit account.

**Acceptance:** This Agreement constitutes a binding agreement between Peoples Trust and you with respect to the terms of use of the Card.

**Activating the Card:** The Card has no value and cannot be used until it is activated by you.

**Use of the Card:** You are solely and completely responsible for the possession, use and control of the Card. If we determine that you have obtained or used the Card fraudulently, or contrary to the terms of this Agreement, you agree that you must surrender the Card to us immediately upon request by us. The Card may not be used for any illegal transactions or purposes. If you authorize another person to use the Card you agree, to the extent permitted by Applicable Law, that you will be liable for all transactions arising from use of the Card by such person.

To use the Card (once it has been activated), simply present the Card at the time of payment and, if prompted, sign the receipt with the same signature you used when you signed the Card. You should retain the receipt as a record of the transaction. As you use the Card, the Card’s Balance will be reduced by the full amount of each purchase including taxes.

**We recommend that you write down the Card number, the three (3) digit security code printed on the back of your Card and the customer service number in case the Card is lost or stolen.**

You agree that we are not required to verify the signature on any sales draft prepared in connection with a transaction on your Card and we may authorize and process a transaction even if the signature on the sales draft is different than the signature on your Card. You do not have the right to stop the payment of any transaction you conduct with the Card. We are not liable to you for declining authorization for any particular transaction, regardless of our reason.

You agree that you will not use the Card at any non-participating or unauthorized locations. You agree that a purchase made by you may not be authorized or settled by us unless it complies with this Agreement.

**Information about Balance:** It is your responsibility to keep track of the Balance remaining on your Card. To obtain the current Balance amount, request information on previous transactions, or for customer service, you may call us at any time using the toll-free customer service number at 1-866-217-9470, as shown on the back of your Card, or by visiting the Website. Your Card Balance will reflect all transactions that have been posted to our system.

Issuer promises that the Cardholder may make purchases with the Card up to the available Balance amount in accordance with this Agreement. If, however, due to a systems malfunction or for any reason whatsoever, a transaction occurs despite insufficient Balance on the Card, creating a negative Balance, you agree to reimburse us upon request for the Transaction Amount in excess of the Balance.

**Recovery from loss, theft or unauthorized use:** You will be asked to provide us with your name, the Card number, the three digit security code, and the transaction history. We cannot re-issue a Card if you do not have your Card number and security code. If our records show that a Balance still remains on the Card, we will cancel the Card and make such Balance available to you on a re-issued Card. It may take up to thirty (30) days to process your re-issuance request.

**Notification and change of terms:**

*If you reside outside of Québec or Alberta:*

Subject to the limitations of Applicable Law, we may at any time change or remove any of the terms and conditions of, or add new terms or conditions to, this Agreement, except that we will never add any fees to your Card. We will post any such changes, as well as the most recent version of this Agreement, on the Website. As of the effective date included in any notice, the changed or new terms will apply to the Card, including, without limitation, all future transactions made using the Card. You are responsible for checking our Website for such notifications. You will be deemed to accept and be bound by the amendment upon use of the Card following the effective date of the amendment. If you do not agree to any change of this Agreement, you agree to immediately stop using the Card and notify Peoples Trust that you are terminating this Agreement. Notwithstanding the foregoing, advance notice of any change may not be given if it is necessary to make any such change immediately in order to maintain or restore the security of the Card or any related payment system or comply with Applicable Law. If such a situation does arise, then you will be given notice as soon as reasonably possible in the circumstances.

*If you reside in Québec or Alberta:*

We reserve the right to change or remove any of the terms and conditions of, or add new terms or conditions to, this Agreement., except that we will never add fees to your Card. We may modify, in whole or in part, the following terms and conditions:

- Any applicable restrictions on the use of the Card, such as the circumstances and locations in which the Card may or may not be accepted.
- The process you must follow if your Card is lost or stolen, and the steps you must take and the information you may be required to provide in order to protect your Card against loss, theft or unauthorized use.
- The process by which you may resolve any questions or problems you have about a posted transaction, including to resolve any disputes or request any refunds.
- The process by which you may resolve any complaint or inquiry that you may have.
- How you may obtain information about your Card, including the activation date, balance or card information.
- This notification and change of terms provision.

In the event that any of these terms or conditions are modified, we will provide you with notice at least thirty (30) days before the amendment comes into effect. Such notice will be provided by posting the amended terms and conditions online at [www.LoblawCardServices.ca](http://www.LoblawCardServices.ca), by sending you written notice using your email or mailing address, and setting out the new clause or the amended clause (as applicable) and the former clause (if applicable) as well as the date on which the amendment will come into effect. Upon receipt of such notice, you may refuse the amendment and rescind or cancel this Agreement without cost, penalty or cancellation indemnity, by sending us notice to that effect no later than thirty (30) days after the amendment comes into force, at the address or email address indicated in the notice. If you do not exercise your right to rescind or cancel this Agreement by sending us notice no later than thirty (30) days after the amendment comes into force, this will constitute your consent to be bound by the amendment.

**Disputes and Refunds:** If you have a question or a problem about a posted transaction (for example, a transaction that appears to be a duplicate transaction) you must notify us immediately and no later than sixty (60) days from the date of the transaction or you will be deemed to have accepted such posted transaction. You must tell us your Card number, the date and dollar amount of the error, and explain as clearly as possible why you believe there is an error. If we ask you to put your dispute in writing, you agree to do so within five (5) business days. We will investigate and will notify you of the results of our investigation within sixty (60) business days.

If there is any dispute in regard to goods purchased by you using the Card, you agree to settle such disputes with the Loblaw Store from which the purchase was made. We are not responsible for any problems that you may have with any goods or services that you purchase with your Card, whether with regard to quality, safety, legality, or any other aspect of your purchase. If you are entitled to a refund for any reason for goods or services obtained with the Card, you agree to accept credits to the Balance on your Card in place of cash.

**Complaints:** If you have a complaint or inquiry about any aspect of your Card, first attempt to resolve the complaint or inquiry by calling our toll-free customer service number at 1-866-217-9470. If customer service is unable to resolve the complaint or inquiry to your satisfaction, please call us at 1-855-694-6214 or submit your complaint or inquiry through the form found on our website: <http://forms.peoplestrust.com/contact/contact.html>. We will do our best to resolve your complaint or inquiry. If for some reason we are unable to resolve the issue to your satisfaction, you may refer your inquiry or concern to the Ombudsman for Banking Services and Investments at 1-888-451-4519 for resolution. If you have a concern regarding the potential violation of a consumer protection law, a public commitment, or an industry code of conduct, the concern may be communicated at any time to the Financial Consumer Agency of Canada, either in person, by letter, by telephone or through its website at:

Financial Consumer Agency of Canada  
427 Laurier Avenue West, 6th Floor  
Ottawa, ON, K1R 1B9  
Telephone: 1-866-461-3222  
[www.fcac-acfc.gc.ca](http://www.fcac-acfc.gc.ca)

The Peoples Trust complaints policy can be found online at: <http://www.peoplestrust.com/en/about-us/resolving-your-concerns/>.

**Your Limited Right to Cancel:** If you have terminated the Agreement as per the 'Notification and change of terms' section, we will cancel the Card and make the Balance amount available to you in some other manner as we may determine. Information concerning this cancellation process may be obtained by calling 1-866-217-9470. Requests for cancellation may take up to sixty (60) days to process.

**Termination of Program:** We have the right to terminate the Card program at any time. If we have terminated the program and the Card can no longer be used, we will make the Balance available to you in some other manner as we may determine.

**Notice of Data Protection and Privacy Policy:** Peoples Trust may collect and/or obtain personal information ("Cardholder Information") about you and will use and disclose this information as detailed in the Program Privacy Policy.

**Assignment and Waiver:** At our sole discretion, we may assign our rights and responsibilities under this Agreement at any time and without notice to you. If we do make such an assignment then this Agreement will remain binding on you and your respective executors, administrators, successors, representatives and permitted assigns.

**Third Party Claims:** In the event we reimburse you for a refund claim you have made or if we otherwise provide you with a credit or payment with respect to any problem arising out of any transaction made with the Card, you are automatically deemed to assign and transfer to us any rights and claims (excluding tort claims) that you have, had or may have against any third party for an amount equal to the amount we have paid to you or credited to your Card. You agree that you will not pursue any claim against, or reimbursement from, such third party for the amount that we paid or credited to your Card, and that you will cooperate with us if we decide to pursue the third party for the amount paid or credited. If we do not exercise our rights under this Agreement, we do not give up our rights to exercise them in the future.

## Program Privacy Policy

### 1. Scope & Interpretation

This policy applies to Loblaw Companies Limited and its subsidiaries in Canada (collectively referred to in this document as "Loblaw", "we", "us" or "our") when managing personal information in connection with the Loblaw Card Program (the "Loblaw Card Program"). The Loblaw Card Program is administered by JND Legal Administration (the "Program Administrator") on behalf of Loblaw. Blackhawk Network (Canada) Ltd. ("Blackhawk") will be fulfilling and distributing the cards as well as tracking their activation and use on behalf of Loblaw, and Peoples Trust Company ("Peoples") will act as the card issuer on behalf of Loblaw. In this policy, we explain what Personal Information Loblaw, the Program Administrator, Blackhawk and

Peoples will collect, and how it will be used, shared and managed in relation to the Loblaw Card Program. "Personal Information" as used in this policy means information about an identifiable individual, such as the name and date of birth of that individual, and includes non-personal information that is linked to Personal Information.

## **2. Consent**

By participating in the Loblaw Card Program, you agree with and accept this policy. If you choose not to provide certain Personal Information or if you withdraw your consent, you will not be able to participate in the Loblaw Card Program.

## **3. How We Collect Personal Information**

**Directly from you.** When you complete and submit a registration form, Personal Information will be collected for the purpose of implementing and administering the Loblaw Card Program. In some cases, Personal Information may also be collected for these purposes by the Program Administrator, Blackhawk or Peoples after you submit a registration form and/or when you contact them. Peoples may also collect or receive Personal Information about purchases you made with the card, such as the date of the purchase, category of purchase and the amount and the place of purchase.

**Through Technology.** When you visit the Loblaw Card Program websites, upon signing up to participate in the Loblaw Card Program or to activate your card or check your balance or transaction history, we may record user and usage data, such as where you click on a page, your internet protocol ("IP") address and your operating system, to help us optimize the Loblaw Card Program website and generate reports. You may delete or disable certain of these technologies, such as cookies, at any time via your browser. However, if you do so, you may not be able to use some of the features of the Loblaw Card Program websites.

## **4. How Your Personal Information Will Be Used and Shared**

Your Personal Information will be used to verify your eligibility to receive a \$25 Loblaw Card, communicate with you, fulfill and distribute cards, process card transactions, verify your identity, provide customer service, process claims for lost or stolen cards, reduce the risk of fraud, track and prove card activation and use, and for any other purpose authorized or permitted by law. The Personal Information submitted by you may be shared amongst Loblaw, the Program Administrator, Blackhawk and Peoples for the purposes referred to above. We will not use the Personal Information provided to participate in the Loblaw Card Program to market to you, unless we have already obtained your consent to do so. The Program Administrator, Blackhawk and Peoples will use your Personal Information only for the purpose of facilitating and carrying out the services they have been engaged to provide in connection with the Loblaw Card Program. Information pertaining to your activation and use of the Loblaw Card may be shared between and amongst Loblaw, the Program Administrator, Blackhawk and/or Peoples and with the courts in any class actions relating to an overcharge on the price of packaged bread. Your Personal Information may also be disclosed as permitted by applicable law, such as to government entities or other third parties in response to subpoenas.

## **5. Retention and Cross-border Transfer**

Personal Information may be stored, accessed, or used in a country outside of Canada by Loblaw, the Program Administrator, Blackhawk and/or Peoples, or by service providers engaged by any of them, for any of the purposes identified in Section 4 above, including the United States and El Salvador. Where Personal Information is located outside of Canada, it is subject to the laws of that jurisdiction which may differ from those in your jurisdiction and any Personal Information transferred to another jurisdiction will be subject to law enforcement and national security authorities in that jurisdiction. Subject to these laws, Loblaw, the Program Administrator, Blackhawk and Peoples will use reasonable measures to maintain protections of your Personal Information that are equivalent to those that apply in Canada. You hereby give your consent to such cross-border transfers (including to El Salvador and to the United States) of such Personal Information for any of the purposes set out in Section 4 above.

## **6. Answering Your Privacy and Access Questions**

If you have any questions about this policy or the Personal Information that we have about you, please contact the Loblaw Privacy Office, 1 President's Choice Circle, Brampton, ON L6Y 5S5, [loblawprivacy@loblaw.ca](mailto:loblawprivacy@loblaw.ca), 1-855-416-1244.

Effective date: 08/01/2018