# **Rewards Terms & Conditions**

#### 1. What is Ritual Rewards?

The Ritual Rewards program (the "Program") is a smart rewards program that adapts to you over time, giving you the opportunity to earn Ritual points for purchases made at participating stores on Ritual and receive personalized offers.

### 2. How can I participate?

Membership is free and you do not need to buy anything to join. To participate, you must be a Canadian or US resident, 14 years of age or older. There is a limit of one account per individual for personal use only - the Program is not open to corporations, organizations or other entities. Your Ritual Rewards account is automatically created and linked to your Ritual account when you sign up.

Ritual reserves the right to refuse issuance of a Ritual Rewards account to any customer who does not follow the prescribed enrollment procedures or cancel any Ritual accounts for which it has incomplete or inaccurate information and all Ritual point redemptions on that account may be blocked. The submission of false Personal Information will result in all Ritual Points accumulated on an account being forfeited.

## 3. Earning Ritual Points

To collect Ritual Points following enrollment, you must make eligible purchases at participating stores on Ritual, on which points may be earned and counted towards your Ritual Elite Membership threshold. Ritual Points will be awarded at the rate of 10 Ritual Points for each dollar spent on eligible purchase at participating stores. Ritual Points will be calculated by reference to the net (purchase price less discounts and credits) pre-tax total of each transaction. The total Ritual Points awarded and reflected on the receipt will be rounded down by the next tenth of a dollar spent. In group orders with multiple participants, the person paying for the order will be awarded Ritual points. Ritual Points will not be issued on purchases of the following items/services: gift cards and prepaid cards, corporate sponsored credit portion of a transaction, event tickets, certain promotions etc., the Ritual Points redemption portion of a transaction.

Ritual may offer special promotions from time to time offering additional Ritual Points (such as 20x points for certain visits) on certain purchases ("Bonus Points"). Such special offers are at Ritual's sole discretion and may be temporarily altered and/or suspended at any time without notice. Certain stores or promotions may have a limit as to the number of Ritual points that can be earned per transaction. Any offer or promotion to earn additional Ritual points is time limited, and may contain additional terms and conditions, which will apply in addition to these terms and conditions. Each offer is only valid once, unless expressly stated otherwise in the terms of the offer.

If you try to earn Ritual points in a manner not permitted in these terms and conditions, we may deem those Ritual points to be invalid and cancel them, which will result in the removal of those Ritual points from your Account.

### 4. Redeeming Ritual Points

To "redeem" means using your Ritual points to pay, or partially pay, for qualifying purchases on Ritual. When redeeming Ritual points, you must redeem in increments of 10,000 Ritual points, each increment

being worth \$10 in credit that can be used on Ritual. For example, if you have accumulated 18,000 Ritual points want to use your points to pay for a \$15 purchase (including the applicable taxes), you can redeem 10,000 Ritual points, then pay the remaining \$5 with the debit or credit card or other acceptable payment method associated with your account. You cannot redeem 18,000 Ritual points, as Ritual points are only redeemable in 10,000 Ritual point increments. We may change the minimum redemption amount or redemption increments at any time. On occasion, we, or others acting with our permission, may offer you special redemption promotions in certain stores, or for particular products or services, such as an increase in the value of Ritual points or a lower minimum amount for redemption. These terms and conditions, and any additional terms and conditions that accompany any such offer, would apply to those promotions.

Ritual points you earn while making a purchase can only be redeemed for a subsequent transaction. No cash back will be provided on Ritual points redemptions. The Ritual points you redeem are deducted from your Ritual Rewards Account, in the order that they were earned. Any remaining Ritual points in your Account can be redeemed later.

Ritual points do not expire. However, if your Account is not active for a period of 12 months, your Ritual Rewards account will be deemed to be inactive and all accumulated Ritual points will be forfeited and the Ritual points balance will be reduced to zero. To maintain an active status, you must earn or redeem Ritual points at least once every 12 months.

### 5. Ritual Elite Membership Enrolment Criteria

You must be a Ritual Rewards Member (who is not subject to any of the exclusions set out herein) to become a Ritual Elite Member. In order to become a Ritual Elite Member you must make eight (8) Eligible Purchases at Participating Stores during a calendar month (the "Threshold").

Upon reaching the Threshold in a particular calendar month, you will become a Ritual Elite Member for the duration of the calendar month in which you reached the Threshold and for the duration of the immediately following calendar month (collectively, the "Ritual Elite Month"). During your Ritual Elite Month, Ritual Points will be awarded at the rate of 15 Ritual Points for each dollar spent on eligible purchase at participating stores subject to the same earnings criteria in section 3. For example, if you make 8 Eligible Purchases between July 1 and July 15, 2016, you will become a Ritual Elite Member for the remainder of July 2016 and all of August 2016 and earn 15 points per dollar spent (instead of the regular earning of 10 points per dollar spent) on purchases made between July 16 and August 31, 2016.

Your Ritual Elite Membership expires at the conclusion of the Ritual Elite Month for which you last qualified. In order to re-activate your Ritual Elite Membership for a further calendar month, you must make another eight (8) Eligible Purchases in the immediately preceding calendar month in accordance with Section 1 above. For example, if you achieve Ritual Elite Membership on July 15, 2016 and you remain a Ritual Elite Member for the remainder of July 2016 and all of August 2016, in order to achieve Ritual Elite Membership for September 2016, you must make eight (8) Eligible Purchases Points between August 1 and August 31 2016.

Any purchases made in a given calendar month after a customer achieves Ritual Elite status shall not be counted towards the Threshold for future Ritual Elite Months. Such purchases must be made in the calendar month immediately preceding the next Ritual Elite Month. For example, if a customer reaches the Threshold on October 10, 2016 (such that they become a Ritual Elite Member for the remainder of October 2016 and November 2016), any Points earned between October 10, 2016 and October 31, 2016, shall not apply towards reaching the Threshold for December 2016. The inapplicability of certain purchases in

respect of the Threshold does not affect the validity of the Points as may be redeemed under the Ritual Rewards Program generally. You will be notified once you have achieved Ritual Elite Membership by an indication in the Ritual app or website as well as email.

Purchases made for certain products and services will not be Eligible Purchases and may not be counted towards the Threshold for Ritual Elite Months, as determined by Ritual in its sole discretion. Ritual reserves the right to add or delete items from the definition of Eligible Purchases at any time in its sole discretion without notice. Without limiting Ritual's rights set out above, current exclusions to Eligible Purchases include gift cards and event tickets and special promotional purchases.

### 6. Other Earning and Redemption Rules

In any one transaction, Ritual points may only be earned on a single Account, and may only be credited to a single Account. While you may not earn the same Ritual points multiple times in one transaction, some transactions may allow you to earn Ritual points in multiple ways. If you have a purchase refunded, your Account balance will be reduced by the number of Ritual points earned for that purchase, including any Bonus Points. If a refund or correction is applied to your Account, your Account balance will be adjusted up or down by the number of Ritual points related to the refund or correction as applicable and your Account balance may become negative.

If there is a dispute about the number of Ritual points earned, redeemed or deducted, our records will be considered accurate unless you contact us within 30 days from the relevant transaction date to report a concern regarding your Account balance. If we do not hear from you by then, it means you agree with us about those Ritual points

The number of Ritual points displayed on your receipt for a transaction may not reflect your current Ritual points balance.

We accept no liability for any errors in the Ritual points balance displayed on the receipt or in your Account. If any Ritual points are awarded to your Account in error, we reserve the right to deduct the number of Ritual points awarded in error at any time, and without notice to you. We are not obligated to honour a request to redeem Ritual points added to an Account in error.

We are not responsible for any errors that may occur applying offers or if there is a delay in sending or receiving offers.

You are responsible for all redemptions on your Account, including any redemption made on your Account if it was lost or stolen, and redemptions made on your Account as a result of unauthorized access to your Account such as due to failure to safeguard your password.

You cannot sell, purchase, assign or otherwise transfer all or a portion of your Ritual points to anyone else under any circumstance (including death or divorce), unless specifically authorized by us at our sole discretion. If you do, those Ritual points will be cancelled and will be removed from your Account balance

Ritual points have no cash value. You cannot exchange Ritual points for cash.

Should you choose to close your Account, any Ritual points accumulated will be cancelled and removed from your Account.

## 7. Privacy

The Ritual Technologies Privacy Policy (the "Privacy Policy") available at ritual.co/terms, applies to this Program. This Privacy Policy may be amended from time to time.

We collect, use, and share your personal information in accordance with the Privacy Policy to administer the Program and your Account. We will also share information about your Account with affiliates of Ritual so that we or another affiliate of Ritual may communicate with you about other programs, products, services, promotions, contests, events or surveys that might be of interest to you by any contact method that you have provided to us. To withdraw your consent to receive such communications, sign-in to your Account and change your communication preferences.

Personalized offers: If you register online to participate in the Program, you may receive electronic communications that include personalized offers determined through a combination of personal information collected by Ritual Technologies Inc., the provider of the Program, and other information that help to establish your interests and tastes, including your purchase history, which may include purchases that you made prior to registering for the Program. You may withdraw your consent to the use of your historical purchase data for the purpose of establishing your interests and tastes by calling 1-855-489-8722.

## 8. Governing Law

If you reside outside of Quebec:

We reserve the right to restrict, suspend or otherwise change any aspect of the Program. We may modify all or one or more part(s) of these terms and conditions at any time, including:

The eligibility conditions for participating in the Program

The manner in which an eligible participant participates in the Program

The manner and rate at which Ritual points are earned

The manner and rate at which Ritual points are redeemed

In the event these terms and conditions, or any aspect of the Program is restricted, suspended or changed, we will provide you advance notice by posting the amended terms and conditions online at ritual.co, and by sending you notice using your email and/or mailing address. Your continued participation in the Program following such notice will constitute your express consent to any amendments to these terms and conditions, or any other aspect of the Program. Should you not agree to such an amendment, you may cancel your participation in the Program without cost, penalty or cancellation indemnity.

These terms and conditions are governed by the laws of Ontario and the federal laws applicable in Ontario.

If you reside in Quebec:

We reserve the right to restrict, suspend or otherwise change the Program. We may modify, in whole or in part, the following elements of these terms and conditions:

The eligibility conditions for participating in the Program

The manner in which an eligible participant participates in the Program

The manner and rate at which Ritual points are earned

The manner and rate at which Ritual points are redeemed

In the event these terms and conditions, or any aspect of the Program is restricted, suspended or changed, we will provide you notice at least 30 days before the amendment comes into effect, by post-

ing the amended terms and conditions online at ritual.co, and by sending you written notice using your email and/or mailing address, and setting out the new clause, or the amended clause and how it read formerly, and the date on which the change will come into effect. If the amendment entails an increase in your obligations or a reduction in our obligations, you may refuse the amendment and rescind, or cancel your participation in the Program without cost, penalty or cancellation indemnity, by sending us notice to that effect no later than 30 days after the amendment comes into force, at the address or email address indicated in the notice. You will then have 45 days to redeem any Ritual points in your Account. Any Ritual points that are not redeemed after 45 days will be cancelled.

These terms and conditions are governed by the laws of the Province of Quebec and the federal laws applicable in that province, in respect of residents of Quebec.

#### 9. General

The Program is offered by Ritual Technologies Inc., which is also referred to as "our", "we" and "us".

By participating in any aspect of the Program, you (and your parent or legal guardian on your behalf, if you are under the age of majority in your jurisdiction of residence) agree to be bound by these terms and conditions. These terms and conditions may be amended from time to time and you should check ritual. co regularly for any updates.

We reserve the right to update, change or otherwise alter these terms and conditions, or any other Program information from time to time, in our sole discretion, without notice, or consent.

Unauthorized reproduction of any Ritual Rewards account is prohibited and can result in legal prosecution. All Ritual Rewards Accounts belong to us and may be revoked at any time at our sole discretion.

You are responsible for protecting and keeping secure your Account and Cards on your Account and any password or security questions used in connection with any of these.

We reserve the right to terminate the Program, or any part of it, at any time on 30 days prior written notice (to be provided at ritual.co website, and/or through other communications to Account holders including via e-mail). We reserve the right, at our sole and absolute discretion, to extend the Program beyond a stated termination date. If the Program is ever terminated, you will have 30 days after the effective termination date to redeem any Ritual points in your Account. After the expiry of the 30-day period, any Ritual Points that has not been redeemed will be cancelled.

We reserve the right to sell or transfer all or part of the Program to a related company or to a third party, to merge with another entity or to engage in any form of corporate or financing transaction. In addition, the manner in which the Program is provided to you and the organizations providing offers in connection with the Program may change. Please see our Privacy Policy for details as to how your Personal Information would be handled in such cases.

If any of the information you were required to submit when you registered for the Program changes (such as your name, email address, or phone number) you must let us know immediately and give us your current information. We are not responsible if we cannot contact you because you have not given us current, accurate information.

We reserve the right to refuse to allow you to join the Program for any reason in our sole and absolute discretion, including for not meeting the eligibility requirements or for having a membership cancelled

previously.

We may, at any time, suspend or cancel your participation in the Program, if, in our view, you have abused any Program privilege, failed to follow these terms and conditions, or made any misrepresentation to us or to any entity associated with or participating in the Program. In the event that your participation in the Program is cancelled, all accumulated Ritual points in your Account will also be cancelled and removed from your Account balance.

By participating in the Program, you (and your parent or legal guardian on your behalf, if you are under the age of majority in your jurisdiction of residence) agree to release and discharge us, our subsidiaries, RItual, and each of Ritual other subsidiaries and its parent company, and any other third party that may from time to time participate in the Program (whether as a participant or in an administrative, operational or other capacity), and our, and each of their respective officers, directors, agents, representatives, successors and assigns, from any loss, liability, claim, demand, damage or expense asserted by any entity relating in any way to the Program, your participation in the Program and/or the redemption and use/ misuse of any item obtained through the redemption of Ritual points or otherwise in connection with the Program;

We reserve the right to withdraw, amend or suspend the Program (or to amend these terms and conditions) in any way, in the event of an error, omission, technical problem, computer viruses or bugs, tampering, unauthorized intervention, fraud, technical failure or any other cause beyond our reasonable control that interferes with the proper conduct of any aspect of the Program as set out in these terms and conditions. Any attempt to deliberately damage any website or to undermine the legitimate operation of the Program in any way (as we may determine in our sole and absolute discretion) is a violation of criminal and civil laws and should such an attempt be made, we reserve the right to seek remedies and damages to the fullest extent permitted by law.

Our failure to exercise any of our rights, powers or remedies in these terms and conditions or any delay in doing so does not constitute a waiver of those rights, powers or remedies. The single or partial exercise of a right, power or remedy does not prevent its subsequent exercise or the exercise of any right, power or remedy.

# 10. Dispute Resolution

If we are unable to address any concern that you have regarding the Program to your satisfaction, after having escalated the issue to a manager through our call-centre, arbitration may be an option recommended to settle the dispute. Arbitration is a form of dispute resolution. If the parties decide to pursue arbitration, then the parties would refer the dispute to an arbitrator who would take into account the evidence of each of the parties and render a decision.

#### 11. How to Contact Us

If you have any questions about the Program, please go online at ritual.co