

UFA GIFT CARD TERMS OF USE

In these UFA Gift Card Terms of Use (“**Terms of Use**”), “**you**” or “**your**” mean the holder of a Gift Card, and “**we**”, “**us**”, “**our**” or “**UFA**” mean the United Farmers of Alberta Co-operative Limited.

- 1 **Acceptance of Terms of Use.** Your use of a UFA gift card (“**Gift Card**”) constitutes your acceptance of these Terms of Use. We reserve the right to change these Terms of Use at any time in our discretion and without notice.
- 2 **Purchase of Gift Cards.** Gift Cards may be purchased in any amount at UFA Farm & Ranch Supply Stores and Petroleum Agencies. Gift Card dollar amounts are denominated in Canadian dollars.
- 3 **Redemption of Gift Cards.** Gift Cards may be used to purchase eligible goods at any physical UFA location, including UFA Farm & Ranch Supply Stores and Petroleum Agencies. Gift Cards may not be used towards the purchase of any tobacco products or lottery tickets, to purchase fuel using cardlock readers at any UFA cardlock stations, to lease equipment or supplies, or to pay for any UFA services. Gift Cards may not be used to make payments on a UFA Credit on Account or any other credit account. A Gift Card may not be used to purchase another Gift Card. Goods purchased with your Gift Card that are returned for a refund are subject to UFA's standard return policies, and any refunded amounts will be applied back to your Gift Card.
- 4 **Further Restrictions on Use.** Gift Cards may not be used in connection with any marketing, advertising or promotional activities without our prior written approval and may not be re-sold. Please send an email to Customer.Support@ufa.com with your request to use a Gift Card for marketing, advertising or promotional activities. UFA reserves the right to limit quantities of Gift Cards purchased by any person or entity. UFA reserves the right to cancel a Gift Card if it believes that the Gift Card was obtained through fraudulent or unauthorized means. No credit card, credit line, overdraft protection, or deposit account is associated with your Gift Card.
- 5 **Unused or Insufficient Balance.** Purchases, including taxes, will be deducted from the balance remaining on your Gift Card until the value reaches zero. The balance is automatically adjusted after each transaction. If your purchase(s) exceeds the amount of your Gift Card balance, you must pay the difference by another means acceptable to UFA, which may include another Gift Card.
- 6 **Gift Card Balance and Reloading.** You may check the balance on your Gift Card by visiting or calling a UFA Farm & Ranch Supply Store or Petroleum Agency, or by calling 1-877-258-4500. You may reload your Gift Card by visiting any UFA Farm & Ranch Supply Store or Petroleum Agency.
- 7 **Risk of Loss.** Treat your Gift Card like cash. Risk of loss for the Gift Card passes to you upon our delivery of the Gift Card to you, or upon delivery to a carrier (if applicable). UFA will not replace a lost, stolen or damaged Gift Card, and is not responsible for any unauthorized use of a Gift Card.
- 8 **Expiration Date.** The balance on your Gift Card has no expiration date.
- 9 **Billing Errors.** UFA reserves the right to correct the balance of your Gift Card if it believes that a billing error has occurred.
- 10 **Cash Redemption.** Your Gift Card is not returnable or refundable. Cash will not be given for any remaining balance on a Gift Card unless required by applicable law.

- 11 **Governing Law and Disputes.** Your Gift Card and these Terms of Use will be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein, without regard to conflict of law rules. Any dispute relating in any way to a Gift Card shall be adjudicated in the Province of Alberta in the Judicial Centre of the City of Calgary and you agree to the exclusive jurisdiction and venue of such courts. If any provisions in these Terms of Use are deemed invalid, void or for any reason are unenforceable, that unenforceable term will be deemed severable and will not affect the validity and enforceability of any remaining provisions of these Terms of Use.
- 12 **Disclaimer.** The Gift Cards are not credit or debt cards and have no implied warranties. UFA and its affiliates make no warranties, express or implied, with respect to your Gift Card, including, without limitation, any express or implied warranty of merchantability or fitness for a particular purpose. In the event that a Gift Card is non-functional, your sole remedy, and our sole liability, shall be the replacement of the Gift Card.

Questions? Please call 1-877-258-4500.