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## **TIMBER MART eGift Card Purchase Terms and Conditions**

**PLEASE CAREFULLY READ THESE TERMS AND CONDITIONS. BY ACCESSING THIS WEBSITE, (“WEBSITE”), YOU AGREE: I) YOU HAVE REACHED THE LEGAL AGE OF MAJORITY IN YOUR JURISDICTION OF RESIDENCE; II) TO BE BOUND BY THE LEGAL TERMS AND CONDITIONS HEREINAFTER; AND III) TO COMPLY WITH ALL APPLICABLE LAWS AND REGULATIONS AS THEY MAY CHANGE FROM TIME TO TIME. IF YOU DO NOT AGREE TO THESE LEGAL TERMS AND CONDITIONS, DO NOT ACCESS THIS WEBSITE OR MAKE A PURCHASE.**

### **1. Purchases**

In order to purchase a TIMBER MART eGift Cards (each, a “**virtual gift card**” and collectively, the “**virtual gift cards**”) as displayed on this Website, you will be requested and sometimes required to enter certain information, which includes the delivery address, and credit card and related payment and billing information. In the act of providing such information, you warrant that it is both current and accurate.

You may only make purchases through the Website if you are over the age of legal majority in your jurisdiction of residence. All purchases made through this Website are subject to the terms and conditions of this Agreement, as well as any other applicable terms and conditions outlined on the Website relating to the purchase. You have a legal obligation to pay for any purchases indicated to be made by you. By completing a purchase, you are agreeing to pay, in full, the prices and any applicable taxes and other fees in relation to your purchase, either by credit card or other permitted payment method. We reserve the right, in our sole and absolute discretion, to change the permitted methods of payment, including without limitation, the credit cards and/or other types of payment options we are able to accept, at any time. If complete payment for your purchase is not received and verified by us, your purchase will not be processed. If you do not complete or improperly complete your purchase it may not be accepted or acknowledged.

You will be billed for your purchase at the time your purchase is placed. You will be responsible for all/any applicable taxes related to your purchase. Any applicable taxes will be charged at the time you are billed. Taxes may depend on delivery location.

Certain data relative to the activity of your user session may be collected in accordance with our Privacy Policy. When you choose to provide us with information, including when you use this Website, or make a purchase, you are agreeing that the information may be used by TIMBER MART Member Services (“**Merchant**”) in accordance with our Privacy Policy. Please review our Privacy Policy for privacy related terms.

Merchant reserves the right to refuse a purchase for any reason. Without limiting the generality of any other section of this Agreement, we reserve the right to limit or refuse any purchase you place with us. Further, we reserve the right to verify the validity of all purchases and/or cancel any purchase if we find evidence of fraud, tampering and/or any other violation of the terms and conditions of this Agreement. We may, in our sole and absolute discretion, limit or cancel quantities purchased per person, per household or per purchase. These restrictions may include purchases placed by or under the same credit card, and/or purchases that use the same billing and/or delivery information. In the event that we are will be reduced accordingly.

All purchases are subject to verification by us at any time and for any reason. We reserve the right, in our sole and absolute discretion, to require proof of identity (in a form acceptable to us): (i) for the purposes of verifying the legitimacy of any purchase and/or other information; and/or (ii) for any other reason we deem necessary, in our sole and absolute discretion, for the purposes of fulfilling a purchase in accordance with our interpretation of the terms and conditions of this Agreement.

Customers are responsible for notifying Merchant if a virtual gift card has not been received within one (1) week of the date that the delivery notification was sent.

If you wish to add a personalized message to a virtual gift card, simply type your message in the 'Message' field on the Gift Card preview. Personal messages are limited in length to the space provided on the virtual gift card. There is no additional charge to include a personalized message. You shall not use any personalized message that is inappropriate, offensive or otherwise objectionable and will be solely responsible for any losses, damages, costs or claims associated with the personalized message.

## **2. Delivery information and requirements for virtual gift card purchasers.**

Orders of virtual gift cards are subject to a process that compares purchaser information provided on the website with information about the purchaser provided by his/her financial institution, in order to process the payment. In the event of a discrepancy, your virtual gift card order may be delayed until it can be corrected.

If the date you want a virtual gift card delivered has passed and you have not received confirmation that the virtual gift card was sent, please contact Customer Support, [giftcards@timbrmart.ca](mailto:giftcards@timbrmart.ca)

We are not responsible for virtual gift cards that are undeliverable or not received due to your failure to enter an accurate email address for the recipient. Please verify to ensure that the email address of the recipient is correct and contact Customer Support if you believe the recipient did not receive his/her virtual gift card.

If you request that we provide the virtual gift card to one of your friends or family members, the virtual gift card will be delivered to them using the information you provide, and you will not be entitled to receive the virtual gift card yourself. If you ask us to send the gift card to a friend or family member, they will be sent an email with the gift card on your behalf, which will indicate that it has been sent on your behalf and will identify you. You may only provide the information of friends or family if you have received permission to provide their information to Timber Mart for this purpose. You may only send virtual gift cards to friends if you have had direct voluntary two way communications with them, and you have a personal relationship considering your shared interests, experiences, opinions and other relevant factors. You may only send virtual gift cards to family members if you are related by marriage, common-law partnership, or legal parent-child relationship, and you have had direct voluntary two way communications.

## **3. Reasons for Failed Deliveries**

If you have confirmed the recipient's email address but the virtual gift card has not been received within a reasonable period after the requested delivery date, the most common reasons why the delivery may have failed are as follows:

- Recipient's firewall blocked the email
- Spam filter blocked email or routed it to a bulk/spam folder
- Email inbox is over size limit
- Invalid email address

If a spam filter is blocking virtual gift card emails from getting to an inbox, the email options will need to be modified so that virtual gift card emails are not considered spam. If you need further assistance, please contact Customer Support, [giftcards@timbrmart.ca](mailto:giftcards@timbrmart.ca)

## **4. Gift Card Terms of Use Agreement**

By purchasing or using a virtual gift card, you agree to the Merchant's Gift Card Terms of Use Agreement.

#### **5. Returns**

Unless otherwise required by law, virtual gift cards cannot be returned or redeemed for cash. Please contact us if you have concerns or issues regarding a purchase or have questions regarding our return policy.

#### **6. Risk of Loss**

Ownership and risk of loss of virtual gift cards passes to the purchaser from the moment we send our confirmation to the recipient. We are not responsible for lost or stolen virtual gift cards.

#### **7. Errors**

Information provided by us in relation to this Website is believed to be accurate at the time of publication. Unfortunately, however, there may sometimes be information on the Website that contains typographical errors, inaccuracies, or omissions. We reserve the right, in our sole and absolute discretion, to correct any such errors, inaccuracies or omissions and to change or update information or cancel purchases if any information on the Website is erroneous or inaccurate at any time without prior notice (including after you have submitted your purchase).

#### **8. Limitation of Liability**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE MERCHANT DOES NOT MAKE ANY WARRANTIES, EXPRESSED OR IMPLIED, WITH RESPECT TO THE VIRTUAL GIFT CARDS AND/OR THE WEBSITE, OR YOUR USE THEREOF, INCLUDING WITHOUT LIMITATION, ANY EXPRESSED OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IF A VIRTUAL GIFT CARD CODE IS NON-FUNCTIONAL, YOUR SOLE REMEDY, AND THE MERCHANT'S SOLE LIABILITY, SHALL BE THE REPLACEMENT OF SUCH VIRTUAL GIFT CARD TO THE VERIFIED REMAINING BALANCE OF SUCH GIFT CARD. CERTAIN LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS. IN THE EVENT THAT THE MERCHANT BECOMES INSOLVENT, MAKES A GENERAL ASSIGNMENT FOR THE BENEFIT OF CREDITORS, FILES A VOLUNTARY PETITION OF BANKRUPTCY, SUFFERS OR PERMITS THE APPOINTMENT OF A RECEIVER FOR ITS BUSINESS OR ASSETS, OR BECOMES SUBJECT TO ANY PROCEEDINGS UNDER ANY BANKRUPTCY OR INSOLVENCY LAW, WHETHER DOMESTIC OR FOREIGN, OR HAS WOUND UP OR LIQUIDATED, VOLUNTARILY OR OTHERWISE, ANY OUTSTANDING GIFT CARD BALANCES (AND REMAINING BALANCES ON SUCH CARDS) WILL BE REDEEMABLE ONLY AT THE DISCRETION OF AND TO THE EXTENT DEEMED APPROPRIATE BY THE MERCHANT'S TRUSTEES OR APPOINTED LIQUIDATORS, OR AS REQUIRED BY APPLICABLE LAW.

#### **9. Warranties**

THIS SITE IS MADE ACCESSIBLE ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THOSE WARRANTIES WHICH ARE IMPLIED BY AND INCAPABLE OF EXCLUSION, RESTRICTION OR MODIFICATION UNDER THE LAWS APPLICABLE TO THIS AGREEMENT. THE MERCHANT EXPRESSLY DISCLAIMS, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ALL OTHER REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF TITLE, NON-INFRINGEMENT, NON-INTERFERENCE AND/OR QUIET ENJOYMENT, SYSTEM INTEGRATION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND ACCURACY.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE MERCHANT MAKES NO REPRESENTATION OR WARRANTY THAT: (I) THE WEBSITE OR ANY COMPONENT OF THE WEBSITE WILL BE COMPATIBLE WITH YOUR COMPUTER, MOBILE OR OTHER DEVICE AND/OR SOFTWARE; (II) THE WEBSITE OR ANY COMPONENT OF THE WEBSITE WILL BE AVAILABLE OR WILL FUNCTION WITHOUT INTERRUPTION OR ERROR; (III) THE USE OF THE WEBSITE OR ANY COMPONENT OF THE WEBSITE, INCLUDING, WITHOUT LIMITATION, THE BROWSING AND DOWNLOADING OF ANY INFORMATION OR MATERIAL, WILL BE FREE OF ANY VIRUSES, TROJAN HORSES, WORMS OR OTHER DESTRUCTIVE, INTRUSIVE OR DISRUPTIVE COMPONENTS; (IV) THE TRANSMISSION OF INFORMATION TO AND FROM THE WEBSITE WILL BE SECURE; (V) THE USE OF THE WEBSITE OR ANY COMPONENT OF THE WEBSITE WILL NOT INFRINGE THE RIGHTS (INCLUDING, WITHOUT LIMITATION, INTELLECTUAL PROPERTY RIGHTS) OF ANY PERSON OR ENTITY; OR (VI) THE USE OF THE WEBSITE OR ANY COMPONENT OF A WEBSITE WILL NOT CAUSE ANY DAMAGE TO YOUR COMPUTER, MOBILE OR OTHER DEVICE, SOFTWARE OR ELECTRONIC FILES.

ANY PRODUCTS DESCRIBED ON THE WEBSITE ARE OFFERED IN JURISDICTIONS WHERE THEY MAY BE LEGALLY OFFERED FOR SALE.

THE INFORMATION AVAILABLE ON OR THROUGH THE WEBSITE OR ANY COMPONENT OF THE WEBSITE IS NOT AN OFFER OR SOLICITATION BY ANYONE IN ANY JURISDICTION IN WHICH AN OFFER OR SOLICITATION CANNOT LEGALLY BE MADE, OR TO ANY PERSON TO WHOM IT IS UNLAWFUL TO MAKE A SOLICITATION.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE MERCHANT WILL NOT UNDER ANY CIRCUMSTANCES BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY DAMAGES WHATSOEVER ARISING FROM, CONNECTED WITH, OR RELATING TO, DIRECTLY OR INDIRECTLY, THE WEBSITE OR ANY COMPONENT OF THE WEBSITE. YOU EXPRESSLY ACKNOWLEDGE THAT THE MERCHANT HAS ENTERED INTO THIS AGREEMENT WITH YOU AND MAKES THE WEBSITE AVAILABLE TO YOU, IN RELIANCE UPON THE LIMITATIONS AND EXCLUSIONS OF LIABILITY AND THE DISCLAIMERS SET FORTH HEREIN, AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN YOU AND THE MERCHANT. YOU EXPRESSLY AGREE THAT THE LIMITATIONS AND EXCLUSIONS OF LIABILITY AND THE DISCLAIMERS SET FORTH HEREIN WILL SURVIVE, AND CONTINUE TO APPLY IN THE CASE OF A FUNDAMENTAL BREACH OR BREACHES, THE FAILURE OF ESSENTIAL PURPOSE OF CONTRACT, THE FAILURE OF ANY EXCLUSIVE REMEDY, OR TERMINATION OF THIS AGREEMENT.

#### **10. Indemnification**

You agree to defend, indemnify and hold harmless the Merchant and its respective directors, officers, employees and agents from and against all claims and expenses, including legal fees, arising out of your use of this Website.

#### **11. Trademarks and Intellectual Property**

The Website consists of various graphics, texts, icons, buttons, videos, audio and other files, images, designs, texts, trade-marks, brand names, software and other materials (collectively, the “**Content**”) that has been provided by the Merchant and/or other individuals or entities. All such Content is owned by the Merchant and/or the applicable third party. You hereby acknowledge that the Website and each component of a Website (including, without limitation, the Content) are protected to the fullest extent permitted by applicable law – including, but not limited to, copyright, trade-mark, patent and all other applicable intellectual property and other laws. Your use of the Website and/or any Content does not grant or transfer to you any ownership or other rights in the Website or any component of the Website (including, without limitation, the Content), and except as expressly provided, nothing herein or within the Website or any component of the Website (including, without limitation, the Content) shall be construed as conferring on you or any other person or entity any license under any of the Merchant’s or any third party’s intellectual property or other rights. Any rights not expressly granted to you in this Agreement are expressly reserved by

the Merchant. You may not modify, reproduce, distribute, create derivative works or adaptations of, publicly display or in any way exploit the Website, any component of a Website, or any of the Content, in whole or in part, except as expressly authorized by us. For greater certainty and the avoidance of any doubt, you agree that you will not take any action that is inconsistent with the Merchant's ownership of the Website and/or the Merchant's ownership of, or any third party's ownership of, any Content. You are hereby expressly prohibited from removing any proprietary notice of the Merchant, or any third party, from any copy of a Website or any component of the Website (including, without limitation, the Content).

You may not use the trademarks, logos, service marks or other proprietary designations of the Merchant or their partners or affiliates without obtaining their prior written consent.

## **12. Disputes and Governing Law**

For users outside of Quebec, this Agreement, your use of the Website, and all related matters shall be governed solely by the laws of the Province of Ontario, Canada and the federal laws of Canada applicable therein, without regard to the conflicts of law provisions of any jurisdiction. You hereby irrevocably submit to the exclusive jurisdiction of the courts of the Province of Ontario in relation to all disputes arising from or related to this Agreement, your use of the Website and any related matters.

For residents of Quebec, this Agreement, your use of the Website, and all related matters shall be governed solely by the domestic laws of the Province of Quebec, Canada and the federal laws of Canada applicable therein, without regard to the conflicts of law provisions of any jurisdiction. You hereby irrevocably submit to the exclusive jurisdiction of the courts of the Province of Quebec in relation to all disputes arising from or related to this Agreement, your use of the Website and any related matters.

## **13. Termination**

If you breach any provision of this Agreement (as determined by the Merchant in its sole and absolute discretion), then you may no longer use our Website or any component of our Website (including, without limitation, the Content). We may, in our sole and absolute discretion, change, suspend or terminate, temporarily or permanently, a Website or any component of a Website (including, without limitation, the Content) or any of its features at any time, for any reason, without any notice or liability to you or any other entity. If this Agreement or your permission to use a Website is terminated by us for any reason, the agreement formed by your acceptance of this Agreement will nevertheless continue to apply and be binding upon you in respect of your prior use of our Website and anything relating to or arising from such use. If you are dissatisfied with a Website or any component of a Website (including, without limitation, the Content), then your sole and exclusive remedy is to discontinue using our Website.

## **14. General**

If any provision of this Agreement is held invalid or unenforceable by any court having competent jurisdiction, such provision shall be enforced to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement shall continue in full force and effect. No failure to exercise or waiver of any provision of this Agreement shall be deemed to be a further or continuing waiver of such provision or any other provision of this Agreement. This Agreement is binding upon you, your heirs, executors, beneficiaries, successors and assigns and you may not assign this Agreement to any other party without our prior written consent, which consent may be withheld in our sole and absolute discretion.

## **15. Questions**

Questions? If you have any questions regarding these terms and conditions, please contact us at 20 Floral Parkway, Vaughan, ON L4K 4R1, **1.800.563.1807** or **giftcards@timbrmart.ca**.