

Pizzaville Rainy Day Gift Card – Terms and Conditions

- Your use of this Pizzaville Rainy Day Gift Card (hereinafter the “Gift Card”) constitutes acceptance of the following terms and conditions.
- Protect this Gift Card like cash.
- Gift Card value is in Canadian dollars only.
- Verification may be required if the Gift Card is used other than by physical presentation (such as telephone or on-line ordering).
- If a Gift Card is lost, stolen, or damaged its remaining value may be replaced, only upon presentation of proof of purchase.
- If a Gift Card is lost, stolen, damaged, destroyed, or used without your permission, it will not be replaced or replenished and you will lose any remaining value on the card.
- The Gift Card is a property of Pizzaville Inc. and should be returned to Pizzaville Inc. upon request for any reason whatsoever.
- This Gift Card is not redeemable for cash, except as required by law.
- The amount contained on this Gift Card may be applied toward the purchase of food, beverage or gratuity from any participating Pizzaville Inc. location.
- Gift Cards are not debit or credit cards and can only be used to purchase merchandise at participating Pizzaville Inc. locations.
- This Gift Card has no value until activated at a participating location.
- At the time of purchase, you can choose the amount you would like to load onto your Gift Card and your Gift Card will then be activated immediately.
- Gift Cards can be purchased in any amount, from a minimum of \$10 up to a maximum of \$200 and all amounts are in Canadian funds.
- Each time you make a purchase at Pizzaville Inc. on your Gift Card, the transaction amount will be deducted from the Gift Card until the balance reaches zero.
- Gift Cards cannot be used to purchase additional Gift Cards, but may be used in conjunction with other coupons or certificates. No credit card, credit line, overdraft protection or deposit account is associated with these Gift Cards.

- Gift Cards must be presented at the time of payment to either the cashier or the delivery driver.
- Taxes are not applied to the purchase of Gift Cards but applicable taxes will be charged on the merchandise purchased with the Gift Card.
- Pizzaville Gift Cards can be purchased or reloaded at any participating Pizzaville Inc. location.
- Pizzaville Gift Cards can be purchased or reloaded by telephone or online at www.pizzaville.ca but only as an addition to an order.
- Pizzaville Gift Cards can be purchased at a Pizzaville Inc. location or upon delivery of a Pizzaville Inc. order using cash, debit card, or approved credit card. The purchase amount will be applied to the Gift Card immediately.
- If the value of the Gift Card is less than the amount of the total purchase, the balance of the purchase price must be paid in order to complete the purchase.
- If the value of the Gift Card is greater than the amount of the total purchase, the unused balance will remain on the Gift Card for future purchases.
- We reserve the right to correct the balance of your Gift Card if in our sole discretion we believe that a clerical, billing or accounting error occurred. We shall have no liability for any billing error unless you provide us notice within 60 (sixty) days of the date of the transaction in question. You should review your Gift Card transaction and account balances closely.
- Pizzaville Inc. will not accept a Gift Card in their sole discretion if they believe it has been obtained by fraud or theft and reserves the right to cancel such cards.
- Use of the Gift Card is subject to all applicable laws and regulations. The Terms and Conditions and their application and interpretation will be governed by the laws of the Province of Ontario without regard to conflict of law rules, and are subject to change without notice.
- If a court of competent jurisdiction determines that any term, condition or provision of these Terms and Conditions is illegal, invalid or unenforceable, that term, condition or provision shall be severed from these Terms and Conditions and the remaining terms, conditions and provisions shall remain in full force and effect.
- Pizzaville Inc., its franchisees, affiliates, and their respective agents, representatives and employees make no representations, warranties or conditions of any kind, express or implied, with respect to the Pizzaville Rainy Day Gift cards, including but not limited to, any express or implied warranty of

merchantability, accessibility, acceptance, or fitness for a particular purpose to the maximum extent permitted by law. In the event a card is non-functional, Pizzaville Inc. shall only be liable for the replacement of the gift card. If Pizzaville Inc., its franchisees, affiliates or their respective agents, representatives and employees is found liable to a card holder, the holder can only recover actual and direct damages not exceeding the last balance held on the registered gift card. To the maximum extent permitted by law, Pizzaville Inc. is not liable for any incidental, indirect or consequential damages arising out of or in connection with the Gift Card.

- Any dispute, claim, question or disagreement arising out of or in connection with Pizzaville Gift Cards shall be submitted to confidential arbitration and resolved in such form and pursuant to such rules as Pizzaville Inc. and the card holder may agree upon or, in the absence of such agreement, by a single arbitrator appointed pursuant to the laws and rules relating to commercial arbitration in the province or territory in which the card holder resides. The arbitrator's award will be final and binding and may be entered as a judgment in any court of competent jurisdiction.
- To request arbitration of any dispute, claim, question or disagreement, a Gift Card holder must present to Pizzaville Inc. a notice to arbitrate and written details of the claim. If Pizzaville Inc. wishes to arbitrate against a card holder, it will deliver a notice to arbitrate and written details of the claim to the card holder's last known address or, if the last known address is not known to Pizzaville Inc., the details and notice will be published in the daily newspaper of the city, town or municipality where the card holder was last known to reside.
- These terms and conditions may be changed at anytime by Pizzaville inc. without notice.