



BCC FashioniCITY Best Customer Club Terms & Conditions

Program Sponsors

The FashioniCITY Best Customer Club Program (the “Program”) involves representatives and agents of Bramalea City Centre, Morguard Investments Limited, and participating Bramalea City Centre retailers, or any other participating retailer located in Bramalea City Centre, or the Program Sponsors’ advertising and promotional agencies (all collectively, the “Program Sponsors”).

Throughout these Terms and Conditions, we make reference to BCC, our, we or us, which shall refer to Bramalea City Centre Equities Inc. and/or Morguard Corporation and/or Morguard Investments Limited, and/or one or more of either of their affiliated companies. Bramalea City Centre is operated by Morguard Investments Limited.

Be sure to check these Program Terms periodically for updates, as your continued participation in the FashioniCITY Best Customer Club Program, also referred to as FashioniCITY, signifies your acceptance of these Program Terms and any changed items.

Operation of the FashioniCITY Best Customer Club Program

The FashioniCITY program allows its members to receive certain rewards, perks and privileges which may not be identified to you in advance. No purchase is required to be a member of the Program. Members will receive a membership card and/or key fob with a unique identification number which must be registered, and is required to be presented, in order to earn/receive rewards. Only one member card or key fob per person.

You must be at least 18 years of age to participate in the Program. Employees of Bramalea City Equities Inc, its retailers and FashioniCITY program ambassadors are eligible to become FashioniCITY Members but are limited to earning rewards valued under \$100 CAD. Employees of Morguard Corporation and Morguard investments Limited are not eligible to participate.

The BCC FashioniCITY Best Customer Club is a new and free of charge shopping centre loyalty program that rewards its members for visiting and shopping at Bramalea City Centre. You can sign up online, at a designated FashioniCITY station or Guest Services. Membership cards and key fobs can be picked up at Guest Services following registration. Members are encouraged to check-in and check-out at a FashioniCITY station or Guest Services every time they visit. All participation touchpoints (eg. check-in, check-out, surveys, and offer selection) in the program help to build a members’ FashioniCITY rating and profile. A check-in or check-out is a way to register member visits to Bramalea City Centre. Members are encouraged to check-in when they arrive at Bramalea City Centre to reveal their offer for that day. Members may complete a quick check-out at a FashioniCITY station or build their FashioniCITY rating and profile even more with a complete check-out by registering receipts for their purchases with Guest Services. Their purchase information will be used to build a shopper identity for the purpose of personalizing member rewards, perks and privileges throughout the program. The FashioniCITY rating system is a web based system that will keep track of overall member participation in the FashioniCITY program.

Proof of identification in the form of Government issued photo ID may be requested by program administrators during various elements of the program including registration, upon receipt of membership card and key fob, at check-in, check-out, at the point of offer and gift card redemption, or at any time throughout the program. Failure to do so may result in forfeiting the reward.

Draws for a \$1000 shopping spree in Bramalea City Centre gift cards will be conducted weekly via random electronic draws. Only the people that actively participate in the FashioniCITY program the week of the draw are eligible to win based on a Sunday through Saturday period. Participation for the week is measured by a check-in and check-out in occurring within the relevant week. Draws will be conducted the following Monday of each week and winners will be contacted and verified by phone or email within a 48 hour period. If the winner of the draw is



unreachable within 48 hours of the draw, an alternate winner will be drawn. Each FashioniCITY member is eligible to win the \$1000 shopping spree once throughout the duration of the program.

Earning Rewards

Rewards are issued by Bramalea City Centre on a periodic basis. Number, type and frequency of rewards are based upon a number of factors, each subject to change, including without limitation, volume and type of purchases at participating Bramalea City Centre retailers, member card usage, type and amount of personal information provided (for example, email address, gender, age), and type and amount of participation in and/or interaction with the Program and/or applications (for example, survey results or stores visited). Every member will have a FashioniCITY rating which, in some cases, may determine the type of offers, perks and privileges presented to each registered cardholder. In the event of any discrepancy, BCC's determination of the size of the reward and FashioniCITY rating shall be final. Members have a limit of one (1) check in per day; and therefore entitled to receive one (1) check-in reward per day upon check-in. Offers may be presented upon check-in, check-out and by email. At times, more than one offer may be presented as an option where the member will choose their reward. Rewards will be identified and dispensed at Guest Services, at one of the FashioniCITY stations and, occasionally, with one of the FashioniCITY ambassadors. Rewards may not be earned or redeemed if unexpected technical difficulties arise. If you forgot to present your registered member card upon check-out, you can update your profile by returning to Guest Services within 7 days from your last purchase to register purchases made.

Redeeming Rewards

You are not obligated to accept or utilize any rewards. Rewards will be deemed forfeited if not used within allotted time frame. Rewards are subject to change or substitution at the sole discretion of BCC without notice. Rewards must be accepted as awarded and may not be exchanged for cash, any cash equivalent or any other products, or combined with other discounts or coupons. Program Sponsors take no responsibility for lost, stolen or damaged rewards, nor are they responsible for any errors or omissions in printing or advertising these rewards.

Program Terms

BCC reserves the right to terminate or change the Program, including these Program Terms, at any time without notice. BCC may conduct test programs from time to time which may have additional/different program terms than those described here (for example, increase or decrease of rewards depending on the time of year). BCC has no obligation to expand or continue any test or the Program, and may discontinue the Program at any time. BCC has no responsibility to retroactively apply rewards or use of the Member card. Valid only in Bramalea City Centre in Brampton, Ontario, Canada.

Information We Collect and How We Use It.

Information is primarily collected for the purpose of administering the Program. Your privacy is important to us and your personally identifiable information will not be shared unless express permission is given. Information is collected about you (directly and/or through the activities of BCC and third party suppliers and service providers ("suppliers")) from various sources, including without limitation the following: (i) Information you provide when you contact us through the bccfashionicity.com website, (ii) Information you provide on the registration cards and online pages, surveys, or other submission through the bccfashionicity.com website or in connection with the Program, (iii) Information we receive when you use your FashioniCITY member card, (iv) Information recorded as a result of your interaction with us (through bccfashionicity.com or any other website or in any other manner) and/or participating retailers, and (v) Information you provide when you respond to surveys conducted by or on behalf of us and/or retailers.

A unique email address is required to take part in this Program. The information collected may be combined, used and disclosed in a number of ways to help us better understand and serve our customers, including without limitation the following: (i) To administer the Program including providing you with Program benefits and related communications, and to verify your participation in the Program. (ii) To personalize perks, privileges and rewards



that are given to our members (iii) To provide you with, or otherwise respond to your requests for, information and/or services, including but not limited to e-newsletters, marketing programs, forward-to-a-friend or other options in our marketing programs. (iv) To provide you with information about new products or services, events at BCC, events that BCC sponsors, including but not limited to contests, sweepstakes and surveys, and other special offers and marketing programs, which may include information about our affiliated company(ies), retailers and/or other programs any of us or them are involved with. (v) To enhance our customers' experiences at BCC, on bccfashionicity.com and in the Program. (vi) To analyze customer behaviors and trends. (vii) To conduct research and analysis and to otherwise measure the effectiveness of our online and offline marketing efforts and to develop products, services, and marketing programs. (viii) To coordinate Program activities and communications with other marketing programs conducted by us and/or retailers. (ix) As otherwise described in these Program Terms or on bccfashionicity.com. Your personal information will be transferred to and within Canada for the sole use of Morguard Investments Limited and Bramalea City Centre.

We do not sell or rent to third parties any of the personal information that you provide to us through this Program, or authorize any of our suppliers to sell or rent any such personal information, and we do not authorize any of our suppliers to make independent use of your personal information for their own purposes, including but not limited to for direct marketing. However, aggregated information about customers participating in the Program, surveys or otherwise providing information to BCC (directly or through retailers and/or supplier(s)) may be combined and utilized by BCC, retailers and/or supplier(s) for purposes of research, benchmarking and other like uses. Additionally your information may be disclosed in connection with a transfer/sale of business/assets, our compliance with applicable laws, and/or investigation of fraud or violation of these Program Terms and other like activities.

Program sponsors will retain information collected, used, and disclosed for a minimum period of six months and maximum period of two years. Personal information collected throughout the FashioniCITY Program becomes part of a FashioniCITY program contact list and is kept until the individual unsubscribes themselves or two years from the last transaction date in accordance to FISA March 11, 2011. Once collected information has expired, it will be destroyed, erased, or made anonymous.

Contact Us

Please report to Guest Services to report a lost or stolen member card, if you need to update or verify your personal information, to remove your personal information from our active database (This will be completed as soon as reasonably possible, unless we need to retain information for dispute resolution, troubleshooting and other valid legal or business reasons. Please note that we will not remove your historical usage information). If you have questions related to privacy refer to the Privacy Policy found at <http://bramaleacitycentre.ca/privacy-policy>, or by request at Guest Services at Bramalea City Centre.

Card Ownership, Lost or Stolen Cards

The FashioniCITY member card has no cash value, is not a gift card or credit card, and is not valid if obtained from unauthorized parties, including without limitation through Internet auction sites. You are responsible for maintaining the security and confidentiality of your FashioniCITY card and your account, and you agree to be responsible for all activities that occur with your FashioniCITY card and under your account. Neither BCC nor its service providers are responsible for undeliverable, lost, returned or misdirected emails or other correspondence related to your account, or for use of your FashioniCITY card or rewards without your permission. A FashioniCITY card is owned by Morguard Investments Limited, and they have the right to revoke the card from its registered member at their sole discretion and shall do so if any rules, regulations, terms and/or conditions are infringed upon; this also includes if any foul play is suspected in relation to the use of the FashioniCITY member card. Notify us at Guest Services of a lost or stolen member card; if the lost or stolen member card can be identified, your account details may be transferred to a new member card.



Program Termination

You may terminate your participation in the Program by discontinuing your use of the FashioniCITY member card. Your participation in the Program may be discontinued by us in connection with actual or suspected unauthorized or fraudulent use of the Program, FashioniCITY member card or violation of these Program terms. Bramalea City Centre and Morguard Investments Limited reserves the right to seek all remedies available at law and in equity for violations of any of the Program terms, including suspending or blocking your access to your FashioniCITY member card.

Liability

BCC does not represent or warrant that FashioniCITY member cards will always be accessible or accepted. BCC, its affiliates, retailers, and suppliers make no representations, warranties or conditions of any kind, express or implied, with respect to the Program, including, but not limited to, any implied warranty of merchantability, fitness for a particular purpose, title, or non-infringement, or any warranty arising by usage of trade, course of dealing or course of performance.

Program Sponsors assume no responsibility for failure of Program hardware during the duration of the Program or for any problems or technical malfunction of any telephone network or lines, computer on-line systems, servers, access providers, computer equipment, software, failure of any e-mail or traffic congestion on the Internet or at any website, or any combination thereof including any injury or damage to a participant's or any other person's computer related to or resulting from accessing any material involved in the Program. Any attempt to deliberately damage any Program component, whether online or in mall, or to undermine the legitimate operation of this Program is a violation of criminal and civil laws. Should such an attempt be made, the Program Sponsors reserve the right to seek remedies and damages to the fullest extent permitted by law, including criminal prosecution.

Under no circumstances, including gross negligence, shall BCC, Program sponsors, or its Affiliates be liable for any direct, indirect, incidental, special or consequential damages, including without limitation, property damage, personal injury and/or death, resulting from participation in the Program or acceptance, use or misuse of any prize, reward, perk, privilege and FashioniCITY member card. BCC and its affiliates shall have no liability for any incidental, indirect or consequential damages (including without limitation loss of profit, revenue or use) arising out of or in any way connected with the Program, whether in contract, warranty, tort (including negligence, whether active, passive or imputed), product liability, strict liability or other theory, even if we or our authorized representatives have been advised of the possibility of such damages. In no event shall BCC or its affiliates have any liability for unauthorized access to, or alteration, theft or destruction of your Program account or FashioniCITY member card through accident, misuse or fraudulent means or devices by you or any third party, or as a result of any delay or mistake resulting from any circumstances beyond our control. These Program Terms and any disputes arising under or related to them will be governed by Canadian law and the laws of the province of Ontario, Canada without reference to its conflict of law principles.

This Program is void where prohibited by law and is subject to all applicable federal, provincial and municipal laws and regulations.