

## Johnvince Foods Gift Card Terms and Conditions

1. By purchasing and/or using the Johnvince Foods Gift Card ("Gift Card") you agree to and accept these Terms and Conditions, which are available in store and online at [www.johnvince.com](http://www.johnvince.com).
2. The Gift Card **must be**: (a) Initially purchased for a minimum of \$20.00 (Canadian dollars) up to a maximum of \$200.00, increasing by \$5.00 increments (for example, \$25, \$30...\$190, \$195); taxes are not applicable to initial purchase; (b) Used to purchase goods only; taxes are applicable to purchases made using the Gift Card; (c) Used in person only at the Johnvince Foods retail location at 555 Steeprock Drive, Downsview, ON, M3J 2Z6, and physically presented to cashier at time of purchase; and (d) Protected by you as if it is cash.
3. The Gift Card **cannot be**: (a) Used to purchase goods online or over the phone; (b) Used to purchase other gift cards; (c) Used as a debit or credit card; (d) Redeemed for cash and no change will be given; (e) Replaced or refunded if lost, stolen or damaged; and (f) Resold.
4. Each time a purchase is made using the Gift Card, the purchase amount will be deducted from the Gift Card until the balance reaches \$0.00.
5. After initial purchase, you may **reload** Canadian funds onto the card in increments of \$5.00 up to a maximum of \$200.00. The total balance on the Gift Card cannot exceed \$200.00.
6. To check your Gift Card **balance**, go to [johnvince.checkyourcardbalance.com](http://johnvince.checkyourcardbalance.com). After you make a purchase using the Gift Card, your balance will automatically be updated; however, there may be a delay in displaying the updated balance online. If there is a discrepancy between the balance displayed online and at the cash register, the balance at the cash register will be honoured.
7. Any **return** of goods purchased with your Gift Card will result in the refunded amount being added to the Gift Card. If the returned amount would result in the total balance on the Gift Card exceeding \$200.00, the amount above \$200.00 will be issued to you on your Gift Card or on a separate Gift Card, at the discretion of Johnvince Foods.
8. Johnvince Foods is not responsible if your Gift Card is used without your permission, damaged, destroyed, misplaced, lost or stolen.
9. Johnvince Foods reserves the right, in its sole discretion, to: (a) Correct the balance on your Gift Card if we believe that a clerical, billing or accounting error has occurred; (b) Cancel or close the Gift Card account if we believe the Gift Card has been fraudulently obtained or has been used in violation of these Terms and Conditions; and (c) Change these Terms and Conditions at any time and without notice. Updated Terms and Conditions will be available in store and online at [www.johnvince.com](http://www.johnvince.com).
10. **General:** Use of the Gift Card is subject to all applicable laws and regulations. These Terms and Conditions are governed by the laws of the Province of Ontario without regard to conflict of laws. If a court of competent jurisdiction determines that any part of these Terms and Conditions is illegal, invalid or unenforceable, that part will be severed and all other parts shall remain in full force and effect. Johnvince Foods and its parent, affiliates, subsidiaries, directors, officers, employees, representatives and agents ("Releasees") make no representations, warranties or guarantees of any kind, whether express or implied, with respect to any aspect of the Gift Card. You agree that the Releasees are not liable for damages of any kind arising from use of or in connection with the Gift Card, to the maximum extent permitted by law. You agree that any disputes or claims arising from use of or in connection with the Gift Card will be resolved by binding arbitration. If you have any questions about these Terms and Conditions, please contact:

Attention: Gift Cards, Customer Service  
Johnvince Foods  
555 Steeprock Drive  
Downsview, ON, M3J 2Z6  
Toll Free: 1-800-268-7950