

Ultramar ValuMax
Terms & Conditions

GENERAL

These Ultramar ValuMax Program Terms and Conditions are valid as of [DATE].

The Ultramar ValuMax Program (the "Program") is an instant savings loyalty reward program that is operated by Parkland Fuel Corporation ("Parkland"). The Program operates only through participating Ultramar stations and/or the businesses of third party vendors authorized by Parkland for the distribution and/or redemption of Ultramar ValuMax Instant Savings. To obtain an up to date list of participating locations, you may visit the Program website at ultramar.ca/en/atlantic/service-stations/valumax (the "ValuMax website") or contact Ultramar Customer Service at any of the methods listed in the Contacts section below.

By using an Ultramar ValuMax Card, you agree that you have read and understood these Terms and Conditions.

HOW TO PARTICIPATE

To participate in the Program, you may obtain an Ultramar ValuMax Card (the "Card") at any participating Ultramar station by requesting one from the attendant. The person ("Participant") receiving this Card is deemed to be the authorized cardholder.

The participation of any Participant in the Program is at the sole discretion of Parkland.

The Ultramar ValuMax Card is not a credit card, but is a ValuMax Instant Savings loyalty card. The Ultramar ValuMax Card is the property of Parkland and it may be revoked at any time by Parkland at its sole discretion without any compensation to the Participant.

ELIGIBILITY

To be a Participant in the Program, you must be sixteen (16) years old or older and a legal resident of Newfoundland, New Brunswick, Nova Scotia, or Prince Edward Island, Canada at the time of participation.

Only individuals may become Participants of the Program. Corporations, businesses, and partnerships cannot become a Participant.

Parkland is not responsible for any consequences resulting from any misdirected communications.

INSTANT SAVINGS WITH VALUMAX

Once a Card is activated, each time eligible gasoline and diesel fuel purchases are made at a participating Ultramar location, the Participant will earn ValuMax Instant Savings on purchases based on the following chart:

	Regular, Plus and Diesel Fuel	Supreme Fuel
For the first 25 litres	1¢/litre off	1¢/litre off
On the next 10 litres (more than 25 L up to 35 L)	2¢/litre off	2¢/litre off
On additional litres (more than 35 litres)	3¢/litre off	4¢/litre off

Only one ValuMax Account number may be issued per customer and only one Ultramar ValuMax Card is permitted per customer.

Participants must present their Card to earn ValuMax Instant Savings on purchases before the payment for the transaction is taken. If a Participant does not present their Card at the time of purchase, there will be no retroactive ValuMax Instant Savings. The only opportunity to earn ValuMax Instant Savings is at the time of an actual purchase in conjunction with the presentation of a ValuMax Card.

ValuMax Instant Savings will be earned in accordance with these Terms and Conditions and posted on the ValuMax website at the ValuMax website. In the case of any difference between the ValuMax Instant Savings schedule published in these Terms and Conditions and a ValuMax Instant Savings schedule published elsewhere, the schedule posted in these Terms and Conditions shall apply.

There is no maximum amount of ValuMax Instant Savings that may be applied for any fuel transaction purchase in a single transaction.

The ValuMax Instant Savings schedule may change from time to time when special promotions are offered. Changes to the Instant Savings schedule for these special promotions will be found on the ValuMax website.

ValuMax Instant Savings are applied for fuel purchases at participating Ultramar locations only and exclude any and all merchandise purchases.

Parkland, at its sole discretion, reserves the right to take any action or make any decision that preserves the integrity of the ValuMax Program.

All references to currency in these Terms and Conditions are stated in Canadian dollars.

ValuMax Instant Savings have no value except as applied towards the purchase of fuel offered for sale at participating Ultramar locations.

By participating in the Program, the Participant absolves Parkland, its affiliates, subsidiaries, advertising and promotional agencies, partners and suppliers, and their respective directors, officers, employees and assigns, and holds the above named parties harmless from and against any and all claims and liability arising out of or in any way connected with the operation of the Program. Participants assume all liability for any injury or damage caused, or claimed to be caused, by participation in this Program or use or redemption of ValuMax Instant Savings. Parkland is not liable in any way for any tax consequences that may result from a Participant's participation in the Program.

LOST OR STOLEN VALUMAX CARD

In the case of a lost or stolen Card before June 23, 2020, a new Card will be provided to the Participant upon request at any participating Ultramar station.

PRIVACY OF INFORMATION

Ultramar does not collect any personal information from the Program. The Privacy Policy that governs the Ultramar ValuMax Program is available at parkland.ca/en/terms-use.

VALUMAX PROGRAM TERMINATION

The Ultramar ValuMax Program will terminate at 23:59:59 Eastern Standard Time on August 31, 2020 (the "Termination Date").

RIGHTS RESERVED

Parkland reserves the right to extend the Program beyond the Termination Date or to terminate the Program at any time prior to the Termination Date, by posting a revised set of Ultramar ValuMax Terms and Conditions on the ValuMax website. Once a revised set of ValuMax Terms and Conditions are posted to the ValuMax website, the revised Termination Date as contained in that revised set of Terms and Conditions shall automatically apply.

Parkland may change any of these Terms and Conditions, ValuMax Instant Savings Schedules, benefits and/or procedures at any time by posting a revised set of Terms and Conditions on the ValuMax website, and once published to the ValuMax website, the revised set of Terms and Conditions shall automatically govern the Program.

In the event that Parkland is unable to operate the Program as described in these Terms and Conditions for reasons beyond Parkland's reasonable control, the Program may be restricted, altered, suspended or terminated without notice, and Ultramar may restrict, alter, suspend or terminate any aspect of the Program without notice and for any reason. In the event that the Program is restricted, altered, suspended or terminated, Parkland will have no liability whatsoever to any Participant as a result. Each Participant releases Parkland from all claims by such Participant in respect of such Participant's suspension, or termination, and in respect to any restriction, alteration, suspension or termination of the Program.

Parkland is not responsible for any errors or omissions of any kind, within these Terms and Conditions or as the result of any mechanical or technological failure or as the result of any human error, by Parkland, its employees, agents, by any other person or entity, or for any reason outside of the control of Parkland.

Any failure to comply with, any violation of, any fraudulent activity in relation to, and/or any abuse of these Terms and Conditions in any way may result in the restriction, suspension, or termination of the Participant's ValuMax Account without compensation or notice, at the sole discretion of Parkland.

This Program and these Terms and Conditions shall be exclusively governed by and construed in accordance with the laws of the Province of Ontario, Canada and the federal laws of Canada applicable therein. Any dispute arising hereunder shall be adjudicated solely in the applicable court in the Province of Ontario, Canada.

CONTACTS

You may contact Parkland at any time in relation to any matter related to the Program using the following methods:

- By email to CustomerUltramar@parkland.ca

- By telephone to Ultramar Customer Service at the following telephone number 1-844-755-8733

- By mail to the following address:
 - Ultramar ValuMax Customer Service
 - Parkland Fuel Corporation
 - 1155, René-Lévesque W.
 - Suite 3200
 - Montreal, Quebec H3B 0C9

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