

Centex Cashback Program - Terms and Condition

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The Centex Cashback Program (the “Program”) is a loyalty reward program operated by Centex Petroleum and managed by Ackroo Inc. (“Loyalty Program Provider”).

By registering for the Program, you, the Participant, agree that you have read, understood, and agree to be bound by these Terms and Conditions and the Program Details, which may be changed by Centex Petroleum at its discretion from time to time as provided below. You also agree to the collection and use of your personal information for the purposes of this Program, in accordance with the Privacy Policy section below (Centex Cashback Program - Privacy Policy).

The Program offers Participants Centex Cashback Loyalty Dollars (“Centex Cashback Dollars”) earned on eligible product purchases at participating Centex Petroleum locations (the “Participating Locations”) according to the Rewards Schedule set out at <https://www.centex.ca/cashback>, as updated from time to time. The list of Participating Locations, as amended from time to time, is also available at <https://www.centex.ca/cashback>.

General Terms and Conditions

The Program is administered and provided through a platform operated by Ackroo Inc. (the “Loyalty Program Provider”). The Loyalty Program Provider is subject to change at the discretion of Centex Petroleum, subject to its contractual obligations with the Loyalty Program Provider from time to time. A change of the Loyalty Program Provider shall not imply any change to these Terms and Conditions, which shall continue in effect until modified as provided herein.

The Program is subject to termination upon notice to the Participant (the “Termination Notice”) at a fixed date set out therein (the “Termination Date”). Upon such termination, any unredeemed Cashback Dollars shall expire on such date (the “Expiry Date”) as specified in the Termination Notice or any subsequent notice to the Participant specifying the same, which Expiry Date shall be on or after the Program’s termination date set out in the Termination Notice. No recourse shall be available against Centex Petroleum regarding such expired Cashback Dollars.

Centex Petroleum may make changes to these Terms and Conditions, the Centex Cashback Program, or any program procedures at any time by posting revised Terms and Conditions on its website. Once posted, the revised Terms and Conditions shall immediately apply. Alternatively, Centex Petroleum may send Termination Notices or other notices by emailing Participants or sending a written notification to the postal address of any Participant who has provided such information to the Program. Where legislation restricts the expiration, lapse, or other retraction of loyalty program points or rewards in a jurisdiction in which the Program operates, the Expiry Date shall be deemed automatically amended to comply with such legislation.

It is expressly acknowledged that Cashback Dollars have no cash value, and you have no right to redeem Cashback Dollars for cash. Notwithstanding that there is a direct relationship between the amount spent by a Participant on eligible purchases and the Cashback Dollars earned on an account, the potential existence of bonus offers and giveaways of Cashback Dollars means that there is no reasonable way to affix any value to Cashback Dollars during the operation of the Program, and Cashback Dollars are agreed to have no cash value and are not transferable or assignable.

If circumstances beyond Centex Petroleum’s or the Loyalty Program Provider’s control adversely affect

their ability to effectively operate or administer the Program, the Program may be suspended or terminated without notice. Any suspension may be for such time as Centex Petroleum deems appropriate. Further, Centex Petroleum may restrict or alter any aspect of the Program without notice at any time at its sole discretion. In such events, Centex Petroleum and the Loyalty Program Provider will have no liability to any Participant. Centex Petroleum and the Loyalty Program Provider shall be automatically released from all claims by program participants regarding any Participant's suspension, termination, forfeiture of Cashback Dollars, or any modification, suspension, or termination of the Program.

Centex Petroleum is not responsible for any errors or omissions of any kind, whether in these Terms and Conditions, the Program Details, or as the result of any mechanical or technological failure, or human error by Centex Petroleum, its employees, licensees, the Loyalty Program Provider, its employees, or any other person.

Centex Petroleum may at any time make enhancements or changes to the Program. Any revisions to these Terms and Conditions will be posted to the Centex Petroleum website and will then serve as an official amendment once posted, effective upon the effective date provided in such posting, or if no effective date is given, upon publication.

Failure of a Participant to comply with any of the Terms and Conditions, or any violation, fraud, theft, or abuse of the Program, may result in forfeiture of all Cashback Dollars and possible suspension and/or cancellation of the Participant's Centex Cashback account without compensation, at Centex Petroleum's sole discretion, without prior notice. Centex Petroleum reserves the right to cancel the membership of any Participant (revoking all accumulated rewards) who uses or attempts to use the Centex Cashback app or card other than as intended by Centex Petroleum or in violation of these Terms and Conditions.

Participant Information

Participants are responsible for notifying Centex Petroleum of any changes in their profile information such as mailing address, telephone numbers, and email address. Updates to Centex Petroleum's database may take up to two (2) business days to process. Centex Petroleum shall not be held liable for misdirected communication such as mail, telephone, or email communications, nor for any consequences resulting from a Participant not receiving any notices as a result of failing to update their contact information or for a delay in processing updates.

Only one Centex Cashback account number is issued per Participant and only one physical Centex Cashback Card is permitted per Participant. If a Participant has both a physical Centex Cashback Card and a virtual card through the Centex Cashback mobile application, both can be linked to the Participant's primary account. A Participant may also earn Cashback Dollars by presenting their phone number, provided the number was included during registration. Please note that anyone may use a Participant's primary card, and all Cashback Dollars accrued through any such usage will accrue in the name of the Participant associated with the card number being used.

Rewards Cashback Dollars Account Details and Adjustments

A Participant's Centex Cashback account will also be accessible online from the participant portal by visiting the Participant link on www.centexpetroleum.com/centexcashback or such site as may be maintained by the Loyalty Program Provider, accessible by using the Participant's unique password. In the event of a discrepancy between the Cashback Dollars issuance and/or balance on a receipt and/or those posted online and/or as contained in the Loyalty Program Provider's internal database, the information in the Loyalty Program Provider's database will be taken as accurate. The

information online is initially generated from point-of-sale computer transactions as they occur at Centex Petroleum locations and for this reason, may not accurately reflect data contained in the Loyalty Program Provider's internal database.

If a Participant believes there is a discrepancy with the value of Centex Cashback earned on a particular transaction, the Participant has 30 days from the date of the transaction on their receipt to contact Centex Petroleum and report the matter. After 30 days from the transaction date, any amount of Centex Cashback appearing in relation to that transaction in the Loyalty Program Provider's database that has not been questioned by a Participant will be deemed not to be contested, and no adjustments will be made if objected to thereafter. Nonetheless, if it is discovered that Centex Cashback was not properly issued or redeemed, Centex Petroleum reserves the right to make any adjustments to correct any discrepancies at any time.

Upon the acceptance by Centex Petroleum of a return of any product or service for which Cashback Dollars were issued at the time of purchase, Centex Petroleum shall have the right to revoke the Cashback Dollars awarded at the time of purchase and shall be entitled to refuse to accept any return where a Participant does not provide a valid card number or phone number at the time that a return is requested or proof by receipt that no Cashback Dollars were issued at the original time of purchase.

Collecting Cashback Dollars

Participants must present their Centex Cashback Mobile App, Centex Cashback Card, to collect Centex Cashback before the payment is processed for the transaction. If a Participant does not present one of these at the time of purchase, no Cashback Dollars will be awarded at any later time.

Centex Cashback Dollars will be awarded in accordance with the Reward Schedule posted on the Centex Petroleum website. (In the case of any difference between the set reward schedule posted on the Centex Petroleum website <https://www.centex.ca/cashback> and reward schedules published elsewhere, the reward schedule posted on the Centex Petroleum website shall be taken as accurate.) In the case of purchased merchandise or services, Centex Cashback will be awarded before any taxes. In the case of special offers that award additional Centex Cashback based on a multiplier of the base reward schedule, selected in-store merchandise and/or services already subject to earning additional Cashback Dollars may or may not be excluded from any additional offers.

Centex Cashback will not be issued on the purchase of the following items/services: Tobacco, Alcohol, Online Lottery & Scratch tickets, prepaid phone cards, Gift cards, Transit passes, automotive services, items excluded by law, and other items specified as exclusions from time to time ("Ineligible Purchases").

Centex Cashback issued on a transaction will be shown on the cash register receipt issued at the time of purchase. In the event of a communication loss with the server that records the accrual of Centex Cashback, customers will be awarded automatically when the system regains communication with the server, and the new balance will be updated on the Participant's account.

When a Participant makes a return, the Centex Cashback will be deducted from the Participant's account. The amount of rewards deducted will equal the amount of Centex Cashback issued for the returned item or service. If the return relates to an item or service purchased on a date earlier than 30 days from the return, then the participant will not be able to return the item.

Redemption of Centex Cashback Dollars

Centex Cashback Dollars can be redeemed towards eligible purchases at Participating Locations. Centex Cashback Dollars cannot be redeemed for cash. To redeem Centex Cashback Dollars, a Participant must inform the cashier at the point of sale before the transaction is finalized. The total amount of Centex Cashback Dollars redeemed will be deducted from the Participant's balance at the time of the transaction. The Participant can choose to redeem any amount of available Centex Cashback Dollars for an eligible purchase. Centex Cashback Dollars cannot be used to purchase Ineligible Purchases. Centex Cashback Dollars cannot be redeemed for cash or gift cards.

Centex Petroleum may add or delete products and services eligible for Loyalty Dollars redemption at any time without notice. In addition, Centex Petroleum may substitute products and services eligible for redemption with those of equal or greater value at its discretion.

Centex Rewards have no value except as applied towards the purchase of goods and services offered for sale at Participating Locations. Nor are they exchangeable for cash and cannot be used to make card payment. Loyalty Dollars cannot be sold or purchased and are void if sold for cash or any other consideration.

By redeeming their Loyalty Dollars, the Participant shall at that time be deemed to have automatically released Centex Petroleum from any and all liabilities and/or claims regarding the redemption and the use of the reward and any loss or damage caused by goods and services supplied as a reward.

Liability for Unauthorized Use

Centex Petroleum and the Loyalty Program Provider are not responsible for any unauthorized use of Centex Cashback Dollars or for any lost or stolen cards. Participants are responsible for the security of their Centex Cashback Card and Mobile App. If a Centex Cashback Card is lost or stolen, it is the Participant's responsibility to contact Centex Petroleum immediately to report the lost or stolen card. Centex Petroleum reserves the right to replace any lost or stolen cards at its discretion. Any Centex Cashback Dollars earned up to the point of the card being reported lost or stolen will remain on the Participant's account and can be transferred to a new card issued by Centex Petroleum. Centex Petroleum and the Loyalty Program Provider are not responsible for any unauthorized transactions or fraudulent activities conducted using a lost or stolen card or account

Centex Cashback Card - Specific Terms and Conditions

Use of the Centex Cashback Card (the "Cashback Card") is subject to the General Terms and Conditions and, in addition, these specific terms and conditions.

You agree that you will not use the Card in any way that is not intended by Centex Petroleum, and specifically without limiting the generality of this statement, you will:

1. Not make copies of the Card.
2. Not attempt to modify the Card in any way nor to affect the information stored on the card in any way.
3. Surrender the Card upon the demand of Centex Petroleum.
4. Not record any information on the card that could be used to access the account of the Participant or the Application by an unauthorized person.

Centex Cashback Mobile App - Specific Terms and Conditions

Use of the Centex Mobile Rewards App (the "Application") is subject to the General Terms and Conditions and, in addition, these specific terms and conditions.

You agree that you will not use the Application in any way that is not intended by CentexPetroleum, and specifically without limiting the generality of this statement, you will:

1. NOT attempt to reverse engineer or modify any software or hardware associated with the Program.
2. NOT attempt to access or modify any information of or about the Program, any participant, Program administrator, or Centex Petroleum through circumvention of any security protocols, software, hardware, networks, links, databases, or other components of the Program.
3. NOT violate the Terms and Conditions or policies of any service, site or program through or with which the Program may be offered supported or affiliated in the future, for example, Google Pay or Apple Wallet.
4. NOT engage or assist any other person, entity or technology in any attempts to do any of the foregoing prohibited acts.

Centex Cashback Program - Privacy Policy

Most of the information provided by participants through the online registration form will constitute personal information, as defined under the Personal Information Protection and Electronic Documents Act ("PIPEDA"). Examples include your name, gender, postal address, and email address. While Centex Petroleum and the Loyalty Program Provider collect such personal information for administering the Program, this information may also be used by Centex Petroleum for marketing purposes or to notify participants of special promotional offers unless you choose to opt out of receiving promotional material during registration or thereafter.

For the purposes of this Centex Cashback Privacy Policy, personal information is any information about an identifiable individual, other than an individual's business contact information when collected, used, or disclosed to enable the individual to be contacted regarding their business responsibilities.

We collect and maintain certain types of personal information in association with the Centex Cashback program. This includes:

- Contact and identification information: such as your name, address, telephone number, and email address.
- Information concerning the products and services we provide to you: such as the product purchases you make, rewards you select, and when and where you use the Centex Cashback program.
- Business relationship information: including information related to your agreements, preferences, Centex Cashback account, feedback, and information requested by or provided to you.
- We do not collect or retain financial information such as credit card numbers in association with the Centex Cashback program.

It is important that the information contained in our records is both accurate and up-to-date. If your personal information changes during our relationship, please keep us informed of such changes.

In some circumstances, we may not agree with your request to change your personal information and will instead append an alternative text to the record in question.

Participants in the Program can choose not to opt in to Centex Petroleum's marketing database or to be contacted for promotional reasons by selecting the appropriate response during the online registration process. Any online registration received without the exclusion check-off boxes checked will be deemed to have consented to the use of their personal information for the purposes described above. You may also opt out of receiving promotional materials by emailing cashback@centex.ca after registration or using such an option to opt out as provided in the Application from time to time.

Centex Petroleum assumes no responsibility or liability if a participant's personal information is accessed unlawfully or without authorization by a third party due to the participant not taking the necessary steps to ensure their information is secure (e.g., a lost or stolen password, dissemination of a password in a public sphere, etc.).

If you want to review, verify, or correct your personal information, please contact our team at cashback@centex.ca.

Your right to access the personal information we hold about you is not absolute. There are instances where applicable law or regulatory requirements allow or require us to refuse to provide some or all of the personal information that we hold about you. Any dispute arising hereunder shall be adjudicated solely in the applicable court in the Province of Alberta.

Centex Cashback Program - Rewards Schedule

Cashback Dollars will be awarded in accordance with the Reward Schedule posted on the Centex Petroleum website at www.centexpetroleum.com/centexcashback as amended from time to time. In the case of any difference between the set reward schedule posted on the Centex Petroleum website www.centexpetroleum.com/centexcashback and reward schedules published elsewhere, the Reward Schedule posted on the Centex Petroleum website shall be taken as accurate. In the case of purchased merchandise or services, Cashback Dollars will be awarded before any taxes. In the case of special offers that award additional Cashback Dollars based on a multiplier of the base Reward Schedule, selected in-store merchandise and/or services already subject to earning additional Cashback Dollars may or may not be excluded from any additional offers.

Centex Cashback Program - Program Details

How to Register for the Program

1. **In Person at a Centex Retail Location (Centex Cashback Card)**

You can get a Centex Cashback Card (the “Card”) at any participating Centex Petroleum retail location (“Participating Locations”) by requesting one from our frontline staff. The Card may only be used once issued by a Centex Petroleum clerk. Once issued, Centex Cashback Dollars (“Cashback Dollars”) will begin to accrue to that specific card in accordance with the <https://www.centex.ca/cashback> and the person in whose name and to whom the Card has been issued according to the registration details provided at the time the Card was issued shall be the

Participant for the purposes of the Program. However, a Participant will not be able to redeem these rewards until the cardholder registers the Card online at <https://centex.ackroo.net/en/sessions>.

The Centex Cashback Card is not a credit card or debit card but merely a Cashback Dollars accumulation card. The Card is the property of Centex Petroleum, and it may be revoked at any time by Centex Petroleum in its sole discretion or upon any violation of the <https://www.centex.ca/cashback>

2. By the Centex Cashback Mobile App

To participate in the Program by mobile phone, download and install the official Centex Cashback Mobile Application (the “Application”) from the Apple App Store or the Google Play Store on your mobile device, fully complete the registration process for a Centex Cashback Account and agree to the Application and Program

www.centexpetroleum.com/centexcashback/termsandconditions. You will then be registered to participate in the Program as a Participant and receive a virtual Card through the Application. The Participant who completes the registration process with a valid email address via the mobile application is deemed to be the authorized Participant.

If a Participant forgets their account password, the Participant may request a new password by confirming their email address through the Application or such website as Centex Petroleum may designate for that purpose through the Application. An automated email will be sent with a new password, and the Participant can change the password by logging into their account.

It is the responsibility of the Participant to ensure that their password is secured from unauthorized use at all times. Centex Petroleum assumes no responsibility or liability for the unauthorized use of any password regardless of the circumstances and shall not be obliged to restore any redeemed Cashback Dollars under any circumstances, absent fraud on the part of a Centex Petroleum employee.

Eligibility for the Program

To be a Participant of the Program, an individual must, at the time of registration, be eighteen (18) years old or older and a legal resident of Canada.

Only individuals may become participants of the Program (therefore corporations, businesses, or partnerships cannot become a Participant nor anyone other than an individual). It will be at the sole discretion of Centex Petroleum if anyone other than an individual can obtain an account as a “registered entity” (i.e., a business, partnership, or corporation).

Participating Locations

The list of Participating Locations, as amended from time to time, is available at <https://www.centex.ca/cashback>

Collecting your Centex Cashback

Each time a purchase, other than an Ineligible Purchase as defined below, is made at a Participating Location, upon presentation of the Participant’s Card, Application, or phone number (if registered

with the program), the Participant, prior to processing of payment for the purchase, will earn Cashback Dollars according to the Program www.centexpetroleum.com/centexcashback/termsandconditions and the Centex Cashback schedule and at the rate posted on the Centex Petroleum Cashback website www.centexpetroleum.com/centexcashback.

Centex Petroleum may from time to time offer extra Centex Cashback on selected in-store merchandise and/or services. In these cases, the amount of extra Cashback Dollars advertised in-store will be awarded in addition to the base amount awarded pursuant to the rewards schedule posted on the Centex Petroleum website (in the case of any difference between the rewards schedule posted on the Centex Petroleum website and reward schedules posted elsewhere, the Centex Petroleum website shall be taken as accurate). Items that are made eligible for earning extra Cashback Dollars pursuant to the rewards schedule are subject to a limited purchase of one item per visit/transaction unless otherwise stated.

How to Redeem Cashback Dollars

Loyalty Dollars are redeemable pursuant to the terms contained in the Program <https://www.centex.ca/cashback> and the Rewards Schedule.

As per applicable tax legislation, GST, PST, HST, and any other taxes are calculated and payable by the Participant on the full amount of the purchase price before any reduction for redeemed rewards.

Lost or Stolen Centex Rewards Card

In case of a lost or stolen Card, a new Card will be provided to the Participant upon request at any Participating Location. A new Card will be attached to a new account number, but any accumulated but unredeemed Cashback Dollars balance relating to the old Card can be transferred to the new Card when a participant registers their new Card. The balance of Cashback Dollars can only be transferred if the old Card was registered and Centex Petroleum and the Loyalty Program Provider (as defined in the Terms and Conditions) can verify the authenticity/identity of the Participant to its satisfaction. A lost or stolen Card that is reported will be deactivated once a participant registers a new Card and transfers their Cashback Dollars balance from their old account to their new account number.

Centex Petroleum assumes no liability for Cashback Dollars that are redeemed by any person(s) prior to a customer registering a replacement Card by visiting the Centex Cashback website www.centexpetroleum.com/centexcashback. If any Cashback Dollars are redeemed prior to such registration of a new Card, any such Cashback Dollars will not be added to the Participant's new account.

Contact Information

If Participants have any questions or concerns about the Centex Cashback Program or these Terms and Conditions, they may contact Centex Petroleum at:

- By email to cashback@centex.ca
- By telephone to Centex Rewards Customer Service at the following telephone number 1-833-2CENTEX or 1-833-223-6839