

# Pier Points Terms and Conditions

## Eligibility

Customers may become a member (a "Member") in the Pier Points Program by filling out an enrollment application through The Sidney Pier Hotel & Spa Ltd. Members must be an individual (corporations, groups or associations are not eligible for membership in Pier Points Program), legal residents of Canada and at least 18 years of age. No purchase is necessary to join the Pier Points program.

## **Program Points**

Members earn 10 base points per dollar (\$1) spent on qualifying purchases at participating outlets including: Haven Spa, George Café & Deli and Haro's Restaurant + Bar. Only qualifying purchases from participating outlets are eligible for this program. Your Pier Points membership card must be presented at the time of purchase in order to be eligible to earn points. Points are not awarded on taxes or gratuities.

Program points have no fixed value, cannot be redeemed for cash and may not be transferred or assigned in any manner to any other individual, trust or estate. Program points are not awarded in conjunction with purchases through merchandise credits, promotional discounts, gift cards and gift certificates. Program points may only be used or redeemed by eligible Members. The transfer of Reward Certificates or other program benefits for value (whether by sale or exchange of goods or services) by a Member is prohibited. Any points, Reward Certificates, coupons or benefits that The Sidney Pier Hotel & Spa Ltd. Determined, in its sole discretion, to have been sold, transferred or assigned in violation of these terms and conditions may be canceled or confiscated without notification.

Points will be forfeited and lost in the event that the points remain unredeemed for a period of twelve months.

# **Reward Certificates**

Reward Certificates will be automatically issued in increments of \$25 for every 2,500 points accrued.

Points or Reward Certificates issued under Pier Points may be subject to tax liability. Any tax liability, including disclosure, connected with the receipt or use of Pier Points or Reward Certificates is the sole responsibility of the Member. Any Reward Certificates that are altered, brokered and/or sold are void. All Reward Certificates must be redeemed in accordance with the procedures specified on the Reward Certificate. Reward Certificates are valid only at participating Sidney Pier Hotel and Spa Ltd. Outlets and are subject to expiration as stated on the Reward Certificate. Reward Certificates may not be used for account payments or any pending or prior purchase. Change or cash back will not be given for purchases for less than the Reward Certificate. Reward Certificates will not be replaced if lost, stolen, destroyed, or expired.

#### **Additional Limitations**

Purchases made prior to your enrollment in the Pier Points program are not eligible to earn points. Only purchases at participating Sidney Pier Hotel and Spa Ltd. Outlets are eligible for this program. The Sidney Pier Hotel & Spa Ltd. also reserves the right to change the amount of points issued for purchases at its sole discretion without prior written notice. Sidney Pier Hotel & Spa Ltd. reserves the right to decline to accept membership applications and reserves the right to suspend membership privileges if it, in its sole discretion, determines the Pier Points Program is being abused.

### General

By enrolling in the Pier Points Program, the Member agrees to these terms and conditions of the program ("Terms and Conditions"), and as may be in effect from time to time. The Sidney Pier Hotel & Spa Ltd. reserves the right to amend these Terms and Conditions from time to time. Amendments shall take effect when posted on the following website: <a href="www.sidneypier.com">www.sidneypier.com</a>

This program and all Reward Certificates issued hereunder are administered by The Sidney Pier Hotel & Spa Ltd. In order to apprise Members of their membership status as well as new benefits that are available to you as a Member of Pier Points, The Sidney Pier Hotel & Spa Ltd. may from time to time send you certain program information, including printed or email marketing materials, which will inform you of special offers, events, and products. By participating in Pier Points, you are deemed to have consented to receive the kinds of information described above. However, Members who wish to opt out of mailings from Pier Points may do so by unsubscribing to The Sidney Pier Hotel & Spa e-newsletter or via emailing <a href="mailto:Jackie.May@sidneypier.com">Jackie.May@sidneypier.com</a>. To protect the privacy of Members, personal information including email addresses will not be provided to any third parties. Member information will only be used for program maintenance and marketing purposes, to improve on products and services provided by The Sidney Pier Hotel & Spa Ltd. or its affiliated companies and so that The Sidney Pier Hotel & Spa Ltd. may provide other promotional information and opportunities about The Sidney Pier Hotel & Spa or its affiliated companies to the member.

