

**UNIVERSITY OF WATERLOO**  
**RETAIL SERVICES STUDENT REWARDS PROGRAM**  
**TERMS AND CONDITIONS**

1. The University of Waterloo Retail Services Student Rewards Program (the “Program”) is a promotional incentive program offered by the University of Waterloo. The Program is open to all University of Waterloo students who hold a current and valid WatCard. By becoming a member you agree that you have received and read these Program Terms and Conditions and agree to be bound by them (“Membership”). You also agree to receive advertising, marketing materials and other communications regarding Retail Services and WatCard. Membership rules are void where prohibited by law.
2. Under the Program, you will have the opportunity to accrue points on your qualifying eligible retail purchases.
3. Membership is non-transferable and subject to present and future Program rules. The University of Waterloo may change the Program rules, regulations, benefits, conditions of participation or point levels for reward, in whole or in part, at any time without notice, even though changes may affect the value of the points already accumulated. The University of Waterloo may withdraw, limit, modify or cancel any points, increase the points required for any reward, modify or regulate the transferability of points, institute or add point blackout dates or limit the number of points for use by any one individual on any one purchase.
4. The University of Waterloo shall maintain the privacy security and integrity of all personal information collected from Program members. Your personal information will be available to us through your use of the WatCard. The WatCard office and Retail Services create and collect information under the authority of the Freedom of Information and Protection of Privacy Act (“FIPPA”) for the purpose of providing the services associated with the WatCard, administering University programs and activities and carrying out other University services and functions. Information gathered for these purposes will be protected and used in compliance with FIPPA.
5. You may obtain your accumulated rewards balance at any Retail Services point of sale location. For information about your Program Account or any other Program related questions contact us at [rsrewards@lists.uwaterloo.ca](mailto:rsrewards@lists.uwaterloo.ca).

6. Should you discover a discrepancy in your Program Account, you must notify Retail Services immediately so that the discrepancy can be investigated. No adjustments to your Program Account will be made after 90 days from the purchase date.
7. You may cancel your Membership at any time by notifying [rsrewards@lists.uwaterloo.ca](mailto:rsrewards@lists.uwaterloo.ca). The University of Waterloo, in its sole discretion reserves the right to cancel an individual Membership.
8. Program Accounts are subject to closure and termination, including forfeiture of all points accrued, two years after your last term as a registered student at the University of Waterloo. Points that remain on your Program Account are forfeited if the Program is terminated or if your Program Account is closed, for whatever cause.
9. Abuse of the Program, including failure to follow Program policies and procedures, the sale or barter of rewards, products, points or promotional offers, using multiple Program Accounts in an effort to abuse the Program and any misrepresentation of fact relating thereto or any other conduct deemed to be improper by the University of Waterloo in its sole judgment may result in the cancellation of the Program Account and future disqualification from Program participation, forfeiture of all points accrued and/or cancellation of previously issued but unused points.
10. To collect Program points following enrollment, you must make eligible purchases at participating Retail Services. Your WatCard must be presented at the time of purchase. No facsimile or student ID number will be accepted.
11. Points will be earned for every dollar spent on eligible product purchases, rounded to the nearest whole number. Point calculations are based upon dollars spent at checkout on eligible product purchases less any dollars spent on sales tax, provincial taxes, shipping charges, delivery charges, restocking fees, rebates applied at the time of purchase or other excluded charges. You will not earn points on the purchase of gift cards or on purchases made using points. Points cannot be earned on purchases made prior to enrollment, and will not be awarded for certain products and services as determined by the University of Waterloo. Points have no cash value and are not redeemable for cash or credit. Other restrictions may apply.

12. Points will be posted only to the first Program Account provided in connection with any purchase. Points have no cash value and are non-transferable.
13. In the event of a return and/or exchange of any purchase for which Program points were allocated, those points will be deducted automatically from your account. Your Program point balance will be reduced by the equivalent number of points issued for the returned or exchanged items on the original transaction.
14. In the event that you return merchandise that was partially or wholly paid for with Program points, the Program points used in connection with such a purchase shall not be reissued to your Program Account.
15. Program points may be used in conjunction with other certificates and most other discounts or offers toward the purchase of products, not to exceed purchase price. Some exclusions may apply.
16. You agree the University of Waterloo, its governors, senators, officers, employees, independent contractors, students, agents, and representatives will not be liable to you or to any third party for any modification or discontinuation of the Program. The University of Waterloo, its governors, senators, officers, employees, independent contractors, students, agents, and representatives is also not liable to you and is hereby released from any and all claims in respect of:
  - a. loss or theft of any Program points;
  - b. suspension or termination of the Program for any reason;
  - c. suspension or termination of your membership in the Program, the closing of your Program Account, or cancellation or invalidation of any or all of your Program points;
  - d. Cancellation or expiration of your Program points; and
  - e. Non-availability of any requested product or service at participating Retail Services location.
17. The Program is made available to you free of charge or other consideration from you. The University of Waterloo, its governors, senators, officers, employees, independent contractors, students, agents, and representatives will not be liable for any direct or indirect consequential or incidental damages related to the performance or non-performance of the Program, a product or

service, whether such damages may have or have not been foreseen, even where we may have been advised of the possibility of such loss or damages.

18. Any waiver by the University of Waterloo of the strict observance, performance or compliance by you of any of the Program Terms and Conditions contained herein, either expressly granted or by course of conduct, shall be effective only in the specific instance and shall not be deemed to be a waiver of any rights or remedies of the University of Waterloo as a result of any other failure to observe, perform or comply with the Program Terms and Conditions. No delay or omission by the University of Waterloo in exercising any right or remedy hereunder shall operate as a waiver thereof or of any other right or remedy.
19. If a court of competent jurisdiction or any government agency determines that any provision of the Program Terms and Conditions is void or unenforceable, that provision will continue to be enforceable to the extent permitted by that court or agency, and the remainder of that provision will no longer be considered as part of the Program Terms and Conditions. However, all other provisions will remain in full force and effect.
20. These Program Terms and Conditions constitute the entire agreement between you and the University of Waterloo regarding your participation in the Program, your entitlement to collect and redeem Program points and your entitlement to any other benefits of the Program. Except as expressly contained in these Program Terms and Conditions, there are no conditions, representations, warranties, express or implied, statutory or otherwise. The University of Waterloo has the final authority as to the interpretation of these Program Terms and Conditions and as to any other questions or disputes regarding the Program.