

## **TIM-BR MART “EARN MORE” PROGRAM**

### **TERMS AND CONDITIONS**

#### **1. Eligibility**

To participate in the TIM-BR Mart “Earn More” program (the “Program”), you must:

(a) be a legal resident of Canada (excluding residents of Quebec) of the age of majority in your province or territory of residence and hold, registered in your name, as an individual consumer (TIM-BR Mart Cards registered in the name of corporations, organizations or professional contractors are not eligible to participate in the Program) a TIM-BR Mart credit card (the “TIM-BR Mart Card”). Click here [<http://www.timbr.com/?cid=61>] or see in-store for more details on applying for a TIM-BR Mart Card;

(b) be a registered member of the AIR MILES® Rewards Program and hold a valid AIR MILES® Collector Card. (Visit [www.airmiles.ca](http://www.airmiles.ca) for full details and to register for the AIR MILES® Rewards Program); and

(c) have validly registered to participate in the Program. To register for the Program online, click here [<http://www.timbrnet.ca/public/airmilescreditcardform.aspx>] You may also register in-store at participating TIM-BR Mart locations or by completing in full and mailing to us, at: TIM-BR MART, 20 Floral Parkway, Unit A, Vaughan, Ontario L4K 4R1, the Earn More registration form ([\[http://www.timbrnet.ca/public/airmilescreditcardform.aspx\]](http://www.timbrnet.ca/public/airmilescreditcardform.aspx) or obtain the application from a participating TIM-BR Mart location). Questions? Call us at **1-800-563-1807**.

You will be eligible to participate in the Program, effective as and from the date your registration is signed by you and confirmed and processed by us (please allow two (2) business days from receipt by us of your signed, completed Earn More registration form for your registration to be processed).

All purchases made using the TIM-BR Mart Card are subject to the terms of the TIM-BR Mart (HSBC Retail Services Limited “(HSBC”) Cardholder Agreement. Click here [<http://www.timbr.com/?cid=61>] for Cardholder Agreement.

#### **2. Use Both Cards and Earn More**

Once you are registered in the Program, and so long as the Program remains in effect, each time you make a purchase at any participating TIM-BR Mart location and present your AIR MILES® Collector Card at the check-out at the time of purchase, you will receive one (1) AIR MILES® reward mile for every \$15 in purchases (excluding taxes and purchases of gift cards) made in that transaction (“base AIR MILES® reward miles”). You will also receive one (1) additional AIR MILES® reward mile for every \$15 in purchases (including taxes but excluding purchases of gift cards) made in that same

transaction, to the extent the purchase is made using your TIM-BR Mart Card (“bonus AIR MILES® reward miles”). For purposes of bonus AIR MILES® reward miles, only purchases made on the regular credit plan applicable to your TIM-BR Mart Card qualify – purchases made on promotional credit plans do not qualify.

In each case, the number of AIR MILES® reward miles you receive is rounded down to the next whole number, and fractions of reward miles are not awarded.

You must be a registered participant in the Program at the time of purchase in order to receive the above-described awards of AIR MILES® reward miles - reward miles will not be awarded retroactively under the Program.

LoyaltyOne, Inc. (not TIM-BR Mart) is responsible for maintaining and updating your AIR MILES® collector account. Allow sixty (60) days from the date of qualifying purchase for your base AIR MILES® reward miles to be credited to your AIR MILES® collector account and allow one hundred and twenty (120) days from the date of qualifying purchase for your bonus AIR MILES® reward miles to be credited to your AIR MILES® collector account. Visit [www.airmiles.ca](http://www.airmiles.ca) for more information about your AIR MILES® collector account.

### **3. Time-Limited 2% Cash Back Offer (in form of TIM-BR Mart gift card)**

During the period (the “Cash Back Period”) commencing on September 10, 2010 and ending on December 24, 2010 (at the respective closing time of each participating TIM-BR Mart location), if you are registered in the Program, you will also be entitled to receive from TIM-BR Mart a “cash back” reward (awarded in the form of a non-reloadable TIM-BR Mart gift card) in an amount equal to the two (2%) percent of the value of all non-returned qualifying (see 2 (a) above) “Earn More” purchases (but excluding taxes and purchases of gift cards) charged to your TIM-BR Mart Card during the Cash Back Period, PROVIDED THAT the total value of all such qualifying purchases made by you during the Cash Back Period, less the amount of any return transactions posted to your TIM-BR Mart Card, is not less than \$500.

Your TIM-BR Mart gift card will be sent to you via Canada Post, to the address provided by you on your application for Program registration, no later than sixty (60) days following the end of the Cash Back Period.

Gift cards are subject to all applicable terms and conditions stated thereon.

It is the responsibility of TIM-BR Mart Cardholders to verify all TIM-BR Mart Card accounts statements received from HSBC and to advise HSBC of any errors or omissions in any such statement. TIM-BR Mart shall not be liable for any such errors or omissions. TIM-BR Mart reserves the right to require you to provide copies of sales receipts and/or TIM-BR Mart Card account statements for transactions charged to your TIM-BR Mart Card for purposes of calculating and/or verifying your entitlement to a “cash back” reward and the amount of same.

If, upon receipt of your “cash back” TIM-BR Mart gift card reward, you believe the amount of your “cash back” has not been properly calculated, write to us at the address below, providing us with copies of all supporting sales receipts and TIM-BR Mart Card accounts statements:

TIM-BR MARTS Ltd.  
20 Floral Parkway, Unit A  
Vaughan, Ontario  
L4K 4R1  
Attention: Marketing Dept.

#### **4. General**

Program Changes/Termination: By registering for the Program, you agree to these Terms and Conditions. TIM-BR MARTS Ltd. (“TIM-BR Mart”) may, with or without notice to you, terminate the Program or any aspect thereof, or change these Terms and Conditions from time to time, which changes may, by way of example only and without limitation, affect the number of AIR MILES® reward miles earned for all or certain purchases, or the nature, timing, or conditions of availability of benefits under the Program. For the current Terms and Conditions of the Program, you should frequently visit [www.timbr.com](http://www.timbr.com).

Fraud/Improper Participation in Program: TIM-BR Mart reserves the right, in its sole and absolute discretion, to terminate the participation or attempted participation in the Program of, and to rescind or void any benefits (whether or not previously awarded or claimed) awarded to or claimed by, any person who engages in any fraudulent activity in connection with the Program, who fails to meet or comply with any of these Terms and Conditions, or who tampers or interferes in any way with the proper administration of the Program, without limiting TIM-BR Mart’s rights to pursue any other legal remedies available to as a result thereof or in connection therewith.

TIM-BR Mart’s Determination Binding: All decisions of TIM-BR Mart regarding the administration of the Program are final and binding, without right of appeal, upon all registrants or attempted registrants in the Program, including without limitation decisions regarding the validity of any registration in the Program and/or any entitlement to any benefits thereunder.

Limitation of Liability: None of TIM-BR Mart or its directors, officers, employees or independent contractors shall have any liability to any person for any claims, injury, loss, damages, costs or expenses (including without limitation, any indirect, special, punitive, compensatory, consequential or exemplary damages) of any kind or nature whatsoever or howsoever suffered by such person in connection with or as a result of such person’s participation or attempted participation in the Program, including without limitation any award or use by any person of any benefits thereunder.

Severability: In the event that any provision of these Terms and Conditions is determined by a court of competent jurisdiction to be invalid or unenforceable, in whole or in part, such invalid or unenforceable provision, or part thereof, shall be deemed to be severed from these Terms and Conditions and such invalidity or unenforceability shall not affect the validity or enforceability of the remaining provisions of these Terms and Conditions.

Privacy: TIM-BR Mart values and respects your privacy. Any personal information provided by you to TIM-BR Mart in connection with the Program will be used by TIM-BR Mart for purposes of administering the Program and its collection, use and/or disclosure shall otherwise be in accordance with TIM-BR Mart's privacy policy, which may be viewed at [www.timbr.com](http://www.timbr.com). The collection, use and disclosure by LoyaltyOne Inc. in connection with the AIR MILES® Reward Program or by HSBC in connection with the TIM-BR Mart Card, of any personal information provided by you to them, respectively, is governed by their respective privacy policies.

Governing Law: The Program and these Terms and Conditions are governed by and shall be interpreted in accordance with the domestic laws of the province of Ontario and the laws of Canada applicable therein, without regard to conflicts of laws and by registering in the Program, you agree to attorn to the jurisdiction of the courts of the province of Ontario.

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