

## The Tutti Frutti Gift Card - Terms and Conditions

**IMPORTANT – PLEASE READ:** The following agreement describes the terms and conditions that apply to the gift card account of your Tutti Frutti Gift Card in Canada between you, MTY Tiki Ming Enterprises Inc. which carries on business through participating stores across Canada such as Tiki Ming®, Sukiyaki®, Sushi Shop®, Thai Express®, La Crémère®, TCBY®, Au Vieux Duluth Express®, Franx Supreme®, Villa Madina®, Cultures®, Croissant Plus®, KimChi®, Koya Japan®, Vanellis®, Veggirama®, O'Burger®, Vie & Nam®, Tandoni®, Tutti Frutti®, other unaffiliated stores such as Au Vieux Duluth Restaurants and other potential retail partners to come across Canada.

By using your Tutti Frutti Gift Card, you agree to the terms and conditions of this agreement. The terms and conditions of this agreement will administer the use of the Tutti Frutti Gift Card by you and or anybody else who uses the Gift Card.

### About your Tutti Frutti Gift Card:

The Tutti Frutti Gift Card allows you to load a dollar value on your Tutti Frutti Gift Card for future purchases at affiliated participating stores of Tiki Ming®, Sukiyaki®, Sushi Shop®, Thai Express®, La Crémère®, TCBY®, Au Vieux Duluth Express®, Franx Supreme®, Villa Madina®, Cultures®, Croissant Plus®, KimChi®, Koya Japan®, Vanellis®, O'Burger® and Vie & Nam®, at unaffiliated participating stores of Au Vieux Duluth Restaurants and other potential retail partners to come across Canada. The dollar value that you load on your Tutti Frutti Gift Card is a prepayment only for the goods and services at participating stores across Canada. No credit card, credit line, overdraft protection, or deposit account is associated with a Tutti Frutti Gift Card. Unless otherwise required by law or permitted by this agreement, any amount on your Tutti Frutti Gift Card is non-refundable and cannot be redeemed for cash at MTY Group Restaurants. No interest earnings on funds deposited onto a Tutti Frutti Gift Card will accrue or be paid or credited to you by Tutti Frutti.

Use of the Tutti Frutti Gift Card is limited to the participating stores across Canada. We reserve the right not to accept, load or re-issue any Tutti Frutti Gift Card or otherwise limit the use of the Tutti Frutti Gift Card if we reasonably believe that the use is unauthorized, fraudulent, or otherwise unlawful.

### Protect your Gift Card by Registering

Once you have purchased your Tutti Frutti Gift Card, you can register it online at [www.tuttifruitidejeuners.com](http://www.tuttifruitidejeuners.com) or call us at 1-888-289-9832 or 514-282-1011 and protect your balance on your card from loss or theft.

### Loading and Reloading your Tutti Frutti Gift Card

You can load (or reload) a dollar value on the Tutti Frutti Gift Card at participating stores across Canada using cash, an approved credit card or debit card (where available). The Tutti Frutti Gift Card must be activated at a participating store. The loaded amount will be available for use on your Tutti Frutti Gift Card immediately. Currently, there is a \$10 minimum amount that must be loaded onto your Tutti Frutti Gift Card. Tutti Frutti may change the minimum amount that may be loaded onto your Tutti Frutti Gift Card at any time in its sole discretion, and we will post such changes online at [www.tuttifruitidejeuners.com](http://www.tuttifruitidejeuners.com).

### Expiration of Card Balances

Tutti Frutti does not charge any fees for the issuance or activation of your Tutti Frutti Gift Card. Tutti Frutti cannot be held responsible for lost or stolen Gift Cards. This Gift Card does not have an expiration date, however if Gift Card is inactive for a consecutive period of 2 years, a \$2 administrative fee will be applied for every additional inactive month, except where prohibited by law.

### Receipts and Statements

You can check the balance of your Tutti Frutti Gift Card at the store, online at our website and by calling 1-888-289-9832 or 514-282-1011. Statements of transactions from Tutti Frutti Gift Card accounts will not be mailed to Cardholders. When you use the Tutti Frutti Gift Card, the remaining account balance will be printed on the receipt from a point-of-sale register. The receipt will be given to you by the cashier and will indicate that the purchase was made using a Tutti Frutti Gift Card as well as the balance remaining on your card. You should keep your receipts in order to ensure that your account balance is correct. You will need to produce your receipt in the event of a balance dispute.

### Billing Errors, Corrections

Tutti Frutti reserves the right to correct the balance of your Tutti Frutti Gift Card account if we believe that a clerical, billing or accounting error occurred. Tutti Frutti shall have no liability for any billing error unless you provide us notice within 60 days of the date of the transaction in question. You should keep track of your transactions closely.

### Liability for Unauthorized Transactions

Because your Tutti Frutti Gift Card is used like cash for purchases from participating stores across Canada, you are responsible for all transactions associated with your Tutti Frutti Gift Card, including unauthorized transactions. If your registered Tutti Frutti Gift Card is lost, stolen, or destroyed, it can be replaced with the balance remaining on it by contacting us immediately at 1-888-289-9832 or 514-282-1011. You must provide your card number and you will be asked certain questions concerning your account. Your Tutti Frutti Gift Card balance is only protected from the point in time you notify us that your Tutti Frutti Gift Card is lost, stolen or damaged and we are able to verify ownership of the card. We will freeze the remaining balance on your Tutti Frutti Gift Card at the time you notify us and will load that remaining balance on a replacement Tutti Frutti Gift Card. Replacement cards cost \$2.50 and will be mailed within 2-4 weeks.

### Amendments to this Agreement

Tutti Frutti may amend the terms or conditions of this agreement at any time, including any rights or obligations you or we may have. Tutti Frutti will post the terms and conditions of the amended agreement online at [www.tuttifruitidejeuners.com](http://www.tuttifruitidejeuners.com). As permitted by applicable law, any amendment will become effective at the time the amended agreement is posted on the web site or as otherwise stated in a notice to you. Unless stated otherwise, the amendment will apply to your future and existing Tutti Frutti Gift Cards. You are deemed to accept the amendments if you do not notify us to the contrary in writing within twenty 20 days of the date of the notice or you use your Tutti Frutti Gift Card after such notice period. If you do not accept the amendments, upon written request, your Tutti Frutti Gift Card will be cancelled and any amounts remaining on your Tutti Frutti Gift Card will be refunded to you.

### Suspension or Termination of this Agreement

Tutti Frutti and MTY Group Inc. reserve the right, at its sole discretion, to add and delete retail partners, to suspend or terminate this agreement in whole or in part at any time and from time to time for any reason or no reason without notice or liability to you, including in connection with the termination of the Tutti Frutti Gift Card program. If Tutti Frutti terminates this agreement without cause, Tutti Frutti will issue store credits equal to the balance held in your Tutti Frutti Gift Card account. Store credits will be issued to Tutti Frutti Gift cardholders who have communicated to Tutti Frutti through [www.tuttifruitidejeuners.com](http://www.tuttifruitidejeuners.com) and have mailed their Tutti Frutti Gift Card to Tutti Frutti. The amount of the store credits will be the value remaining on the Tutti Frutti Gift card upon reception by Tutti Frutti.

### Governing Law

This agreement shall be governed by and construed in accordance with the laws of the Province of Québec and the applicable laws of Canada therein.

### Entire Agreement

This agreement is the complete and exclusive statement of agreement between you, Tutti Frutti and MTY Tiki Ming Enterprises Inc., and supersedes and joins all prior agreements. In the event that any condition of this agreement shall be determined to be unenforceable, that condition will be eliminated to the minimum extent necessary so that this agreement shall otherwise remain in effect.

### Questions or Notices

If you have any questions or would like to contact us regarding your Tutti Frutti Gift Card, please visit our web site at [www.tuttifruitidejeuners.com](http://www.tuttifruitidejeuners.com) or call us at 1-888-289-9832 or 514-282-1011.