



CC Swirls Swirly Reward Program Terms and Conditions

PLEASE READ CAREFULLY

A. Overview

The CC Swirls Franchise Inc. ("CC Swirls") Swirly Reward Program, (hereinafter the "Program") is a program sponsored by CC Swirls through which customers of CC Swirls can receive a discount by purchasing CC Swirls products or other products CC Swirls has approved from time to time.

B. Duration

The Program may be suspended, terminated or cancelled at any time in the absolute discretion of CC Swirls, without any prior notice.

C. Eligibility

The Program is open to legal residents of Ontario who are 13 years or older at the time of enrollment in the Program. The Program is void, as, when and where prohibited by law.

D. Registration

1. Individuals who are eligible for the Program may register in the Program by obtaining a CC Swirls Rewards Card at participating CC Swirls locations.
2. In order to register, participants must have a unique and valid email address to create an account. Participants will be asked to share their name, phone number and email address. All registration information shall be maintained in accordance with the terms of CC Swirls Privacy Policy for the Website which is incorporated herein by reference.
3. At times, CC Swirls may use data collected from the Program for the purpose of creating and administering marketing programs.
4. CC Swirls may forward marketing and sales promotion information to participants under the Program by email, phone, or text.
5. Only one (1) account per participant is permitted.

E. Rewards Discount

1. Participants will receive a 10% discount before takes on each and every visit when purchasing qualifying products at participating CC Swirls locations.
2. Participants must present their CC Swirls Rewards Card at time of purchase, to receive the Rewards discount.
3. Should the participant not have their card at the time of purchase, the participant may be able to provide their email address to the cashier to look up their account.
4. The Rewards discount will not be combined with any other discount program, coupon, or special offer. If more than one promotion is being offered on the date of purchase, the promotion which yields the highest discount will be awarded.
5. The Rewards discount will not be applied during fundraising or special events.
6. The Rewards discount will not expire, except where required by law or if CC Swirls discontinues the Reward Program.
7. CC Swirls reserves the right to modify the reward system(s) and value(s), at any time and for any reason, during the duration of the Program.

F. Qualifying products

1. Self-Serve Frozen Yogurt Cups or Frozen Yogurt Desserts.

Note: Beverage Products, Gift Card purchases, Fundraisers and Birthday Parties are excluded from the Program.

2. Participants may not sell, transfer, purchase or otherwise acquire a Rewards card from third parties, and may not combine discounts obtained by others for redemption on a purchase, unless authorized under the terms and conditions of these rules or as expressly permitted by CC Swirls from time to time
3. Any unauthorized attempt to combine or transfer Rewards cards will result in the participant(s) being removed from the Program and forfeiture of all reward discounts. CC Swirls reserves the right to take any action it deems appropriate in its sole discretion in the event that it believes the participant has violated any of these provisions.
4. CC Swirls reserves the right to modify, add or remove the methods by which the participant can receive the discount in its absolute discretion, at any time.

G. Redeeming Discount

1. Participants will receive discount on each qualifying purchase.
2. Participants must present their CC Swirls Rewards Card to the cashier to receive discount when making a purchase. Rewards Discounts will be applied toward your bill as a discount and reduce the amount owing. The participant shall be responsible for paying any remaining balance.
3. CC Swirls reserves the right to modify, add or remove the methods by which the participant can receive the discount at its absolute discretion, at any time.

H. General Terms and Conditions

1. Personal information will be collected and used per CC Swirls Privacy Policy. Please email rewards@ccswirls.com for our Privacy Policy.
2. CC Swirls reserves the right to discontinue the participation privileges of any Rewards participant who engages in fraudulent activity or uses the Program in a manner inconsistent with these Terms and Conditions or with any federal, provincial, or local laws. Discontinued participation may result in the loss of all discounts. In additions, CC Swirls has the right to take appropriate administrative and/or legal action, including criminal prosecution, as it deems necessary in its sole discretion.
3. CC Swirls reserves the right to withhold the discount as a result of fraudulent activity or technical failures of any kind, including but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software related to the program.
4. CC Swirls is not responsible for inaccurate information supplied by the participant while participating in the program.
5. All questions or disputes regarding eligibility for the Program, receiving discount, or a participant's compliance with these terms and conditions will be resolved by CC Swirls in its sole discretion.
6. The Program is provided to legal residents of Ontario who are 13 years of age or older at the time of enrollment.
7. By participating in the Program, the participant consents to receive communications from CC Swirls electronically, either by email, social media, or by notices posted on the phone app or website, as determined by CC Swirls in its sole discretion.
8. By participating in the Program, the participant consents to have their picture taken at any time during one of our Loyalty Program Promotions.
9. For lost Rewards cards, please email rewards@ccswirls.com for a replacement card. All participant information will be transferred to a new card and will be mailed and/or given to the participant subject to verification of name, and mailing address.

I. Limitation of Liability

1. Participants will indemnify and hold harmless CC Swirls for any damages arising from unlawful use of the Rewards Card or participation in the Program.
2. To the full extent permitted by law, CC Swirls shall not be liable for any special, indirect, punitive or consequential damages arising from use of the Rewards Card or participation in the Program. In any event, CC Swirls and its affiliates' liability shall be limited to the discount value Rewards Card.
3. To the full extent permitted by law, CC Swirls and its affiliates disclaim any warranties that may be associated with use of the Rewards card or participation in the Program. User's sole remedy shall be termination of his or her Rewards account.
4. These terms of conditions are to be governed by and construed in accordance with the laws of the Province of Ontario, Canada.
5. These terms of conditions constitute the entire agreement between the parties and supersede any prior or contemporaneous understandings, whether oral or written.
6. Use of the Rewards Card constitutes agreement by the participant with and acceptance of these terms and conditions and all other related terms and conditions.