

Website Terms of Use

1. Definitions

You, your and yours refer to the cardholder who is accessing or attempting to access the Website.

We, us, our and Blackhawk Network refer to Blackhawk Network (Canada) Ltd. and its affiliates, the provider of the Website for Loblaw.

2. Acceptance

These Terms of Use set forth the terms and conditions under which you may use this website ("Website"). By accessing the Website or using the services offered through the Website ("Service") (including accessing information regarding your use of the prepaid card fulfilled by Blackhawk Network ("Card"), but not, for certainty, any use of the Card pursuant to the Loblaw Card Cardholder Agreement), you agree to be bound by the Terms of Use. IF YOU DO NOT AGREE TO THE TERMS OF USE (WITHOUT MODIFICATION), YOU ARE NOT AUTHORIZED TO ACCESS OR OTHERWISE USE THIS WEBSITE. THESE TERMS OF USE DO NOT APPLY TO THE USE OF THE CARD, WHICH WILL BE GOVERNED BY THE LOBLAW CARDHOLDER AGREEMENT.

3. Use of the Website

Blackhawk Network grants you a non-transferable and limited license to access and make use of the Website to utilize the Service. The license granted in this Paragraph 3 does not include any resale or commercial use of the Website or any information contained on the Website (the "Content"); any derivative use of this site or the Content; any downloading or copying of information or Content; or any use of data mining, robots, or similar data gathering and extraction tools.

You acknowledge and agree that, without the prior written consent of Blackhawk Network, you will not:

(a) Copy, reproduce, duplicate, reverse engineer, reverse assemble, adapt, translate, modify, decompile, disassemble, otherwise attempt to discover the source code, distribute, transmit, display, perform, create a database in electronic or structured form by systematically and/or regularly downloading, caching or storing all or any Content, publish, license, create derivative works from, transfer, sell, resell, publish or in any other way commercially exploit any information, application, software, programs, products, Marks, Content or services obtained through the Service or on the Website;

(b) Upload or transmit any material that infringes any patent, trademark, trade secret, copyright, moral right, or other proprietary rights of any party, including without limitation, rights of publicity or privacy;

(c) Use the Service for illegal, fraudulent or defamatory purposes or take any steps that could undermine the security or integrity of the Website or the Service;

(d) Use the Service for any purpose that is prohibited by these Terms of Use. Without limiting the generality of the foregoing, you may not (i) use the Service in any manner that could damage, disable, overburden or impair our servers or networks, or interfere with any other user's use and enjoyment of the Service; (ii) attempt to gain unauthorized access to any of the Service, other Website services, accounts, computer systems or networks connected to Blackhawk Network through hacking, password mining or any other means; or (iii) obtain or attempt to obtain any materials or information through any means not intentionally made available through the Website.

4. Termination or Suspension of Use of the Website and the Services

We may, in our discretion, terminate or suspend your entry to, and/or use of, the Website, the Service, or any portion thereof, at any time, if we believe that you are violating these Terms of Use, and you agree that if your authorization to enter the Website or use the Service is terminated, you will not thereafter enter, use and/or access the Website or the

Service, or attempt to do so, directly or indirectly, In the event of such termination you may still access information available on the Website by calling the toll- free number on the back of the Card.

5. Protecting your Privacy

We are committed to protecting the privacy of your personal information or personal information transmitted by you. For complete details, see the *Program Privacy Policy* linked at the bottom of the Website's homepage.

6. Trademarks and Copyright

All Content contained on the Website is the property of Blackhawk Network, and/or its licensors and Loblaws Inc. and its affiliates (collectively, "Licensors"). The trademarks, logos, and service marks used on the Website are the property of Blackhawk Network or the Licensors. In addition, all page headers, custom graphics, button icons, and scripts are service marks, trademarks and/or trade dress of Blackhawk Network or the Licensors and may not be copied, imitated or used, in whole or in part, without our prior written permission. The trademarks, logos, service marks, and trade dress described herein are collectively referred to as the "Marks."

Your use of any of the intellectual property appearing on the Website is expressly prohibited without the prior written consent of, as applicable, Blackhawk Network or the owner of the intellectual property. Without limiting the generality of the foregoing, your use, copying, republication or redistribution of the Content or Marks, including by caching, framing or similar means, is expressly prohibited without the prior written consent of Blackhawk Network or as otherwise permitted by the Service. You agree not to reproduce, modify, alter, deface, create derivative works or publicly display any of the Marks or Content made available through the Website without first receiving our express written permission. You further agree not to use the Content for any purpose other than the purpose for which such Content is made available to users through the Website.

7. No Warranties

TO THE MAXIMUM EXTENT PERMITTED BY LAW, BLACKHAWK NETWORK HEREBY DISCLAIMS ALL WARRANTIES. THE WEBSITE AND THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OR CONDITION OF ANY KIND. YOU ASSUME THE RISK OF ANY AND ALL DAMAGE OR LOSS FROM USE OF, OR INABILITY TO USE, THE WEBSITE OR THE SERVICES. TO THE MAXIMUM EXTENT PERMITTED BY LAW, BLACKHAWK NETWORK EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, REGARDING THE WEBSITE OR SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. BLACKHAWK NETWORK DOES NOT WARRANT THAT THE WEBSITE OR THE SERVICE WILL MEET YOUR REQUIREMENTS OR THAT THE OPERATION OF THE WEBSITE OR THE SERVICE WILL BE SECURE OR FREE OF INTERRUPTIONS, ERRORS OR VIRUSES.

8. Limited Liability

BLACKHAWK NETWORK'S LIABILITY TO YOU IS LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW. IN NO EVENT SHALL BLACKHAWK NETWORK BE LIABLE FOR DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, LOST PROFITS, OR LOST DATA, REGARDLESS OF THE FORESEEABILITY OF THOSE DAMAGES) ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THE WEBSITE, THE SERVICE OR ANY OTHER MATERIALS OR SERVICES PROVIDED TO YOU BY BLACKHAWK NETWORK. THIS LIMITATION SHALL APPLY REGARDLESS OF WHETHER THE DAMAGES ARISE OUT OF BREACH OF CONTRACT, TORT, OR ANY OTHER LEGAL THEORY OR FORM OF ACTION.

9. General

If, for whatever reason, a court of competent jurisdiction finds any term or condition in these Terms of Use to be unenforceable, all other terms and conditions will remain unaffected and in full force and effect and any invalid provision will be replaced with a valid provision that most closely approximates the intent of the invalid provision. No waiver of

any breach of any provision of these Terms of Use shall constitute a waiver of any prior, concurrent, or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party. Blackhawk Network may, without prior notice or any liability to you for such action, (a) revise these Terms of Use, provided that if you are a resident of Québec we will provide you with notice at least thirty (30) days before the revision comes into effect, and you may refuse the revision and rescind your use of the Website and Service without cost, penalty or cancellation indemnity, by sending Blackhawk Network notice to that effect no later than 30 days after the amendment comes into force; (b) modify the Website and/or the Service; and (c) discontinue the Website and/or Service at any time. Blackhawk Network shall post any revision to these Terms of Use to the Website, and the revision shall be effective immediately on such posting. You agree to review these Terms of Use and other online policies posted on the Website periodically to be aware of any revisions. Subject to the terms of this Section 9, you agree that, by continuing to use or access the Website following notice of any revision, you shall abide by any such revision. Headings are for reference purposes only and do not limit the scope or extent of such section. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches. We do not guarantee we will take action against all breaches of the Terms of Use.

The Website and Service originates in the United States. The Loblaw Card Cardholder Agreement along with these Terms of Use constitutes the entire agreement between Blackhawk Network and you pertaining to your use of the Website and the Service.

These Terms of Use shall be construed in accordance with and governed by the laws of the province of Ontario and with the federal laws of Canada applicable therein, without reference to their rules regarding conflicts of law. You hereby irrevocably consent to the exclusive jurisdiction of the provincial or federal courts in Ontario, Canada in all disputes arising out of or related to the use of the Website or Service. However, in respect of residents of Québec, any claim or action brought pursuant to these Terms of Use will be subject to the exclusive jurisdiction of the courts of Québec and these Terms of Use will be construed in accordance with and governed by the laws of the Province of Québec and the federal laws applicable therein.