

# Calgary Zoo Gift Card Terms of Use Agreement

**IMPORTANT - PLEASE READ:** The following agreement describes the terms and conditions that apply to the pre-paid account of your CALGARY zoo Gift Card (ZOO Gift Card).

By using your ZOO Gift Card, you agree to the terms and conditions of this agreement. Please keep a copy of this agreement for your records. The terms and conditions of this agreement will govern the use of the ZOO Gift Card by you or anyone else who holds or uses the ZOO Gift Card.

**Calgary Zoo purchases only** the ZOO Gift Card allows you to load a dollar value on to your ZOO Gift Card for future purchases made at the Calgary Zoo for programs and at Calgary Zoo locations. The dollar value that you load onto your ZOO Gift Card is a pre-payment only for selected goods and services. No credit card, credit line, overdraft protection, or deposit account is associated with a ZOO Gift Card unless otherwise required by law or permitted by this agreement; any amount on your ZOO Gift Card is non-refundable and may not be redeemed for cash at the Calgary Zoo. No interest, dividends, or any other earnings on funds deposited onto a ZOO Gift Card will accrue or be paid or credited to you by the Calgary Zoo. The value associated with the ZOO Gift Card is not insured by the Canadian Deposit Insurance Corporation (CDIC).

ZOO Gift Cards are limited to Calgary Zoo programs and locations. We reserve the right not to accept, load, re-load or re-issue any ZOO Gift Card or otherwise limit the use of a ZOO Gift Card if we reasonably believe that the use is unauthorized, fraudulent, or otherwise unlawful.

## **Loading and Reloading Value on Your Card**

You can load (or reload) a dollar value on the ZOO Gift Card at specific locations throughout the ZOO, using cash, an approved credit card or debit card. All ZOO Gift Cards must be activated at specific locations throughout the ZOO (no activation can take place online). The loaded amount will appear on your ZOO Gift Card immediately. You may load a minimum of \$25.00 to a maximum of \$500.00 worth of value to your ZOO Gift Card.

All amounts loaded onto your ZOO Gift Card are held and denominated in Canadian currency.

## **Fees and Expiration of Card Balances**

Calgary Zoo does not charge any fees for the issuance, activation, or use of your ZOO Gift Card and your ZOO Gift Card has no expiration date. ZOO Gift Cards with a zero balance will be deactivated after two (2) years from the date of last use.

## **Receipts and Statements**

Cardholders are not sent statements of itemized transactions from a ZOO Gift Card account. You can check the balance of your ZOO Gift Card by following the links on our website or going to [ernex.com](http://ernex.com) to set up your account. When you use your ZOO Gift Card, you will be provided with a receipt but will not be asked to sign the receipt. The receipt will indicate that the purchase was made using a ZOO Gift Card. You should retain your receipts from each transaction 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**

We reserve the right to correct the balance of your ZOO Gift Card account if we believe that a clerical, billing or accounting error occurred. We shall have no liability for any billing error unless you provide us notice within sixty (60) days of the date of the transaction in question. You should monitor your transactions and account balances closely.

## **Liability for Unauthorized Transactions**

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Because your ZOO Gift Card is used like cash for purchases from the Calgary Zoo, you are responsible for all transactions associated with your ZOO Gift Card, including unauthorized transactions. If your ZOO Gift Card becomes lost, stolen or damaged, we will be unable to replace or replenish. Please protect the ZOO Gift Card as if it was CASH.

## **Privacy Statement**

For information concerning how we collect, use and disclose information concerning the ZOO Gift Card, you should refer to our [privacy statement](#) or call 1-403-232-9300 and ask us to mail you a copy.

## **Amendments to this Agreement**

We may amend the terms or conditions of this agreement, including any rights or obligations you or we may have. We will post the terms and conditions of the amended agreement on our [website](#). As permitted by applicable law, any amendment will become effective at the Calgary Zoo when we post the amended agreement on our web site or as otherwise stated in our notice to you. Unless we state otherwise, the amendment will apply to your future and existing ZOO Gift Cards. You are deemed to accept the amendments if you use your ZOO Gift Card after such notice period.

## **Suspension or Termination of this Agreement**

We may suspend or terminate this agreement in whole or in part for any reason or no reason without notice or liability to you, including in connection with the termination of the ZOO Gift Card program. If we terminate this agreement without cause, we will refund or issue credits equal to the balance held in your ZOO Gift Card account.

## **Governing Law**

This agreement shall be governed by and construed in accordance with the laws of the Province of Alberta, Canada, notwithstanding any conflict of law rules.

## **Disclaimers and Limits of Liability**

THE CALGARY zoo MAKE NO REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE ZOO GIFT CARD, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT, OR ANY WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE. CALGARY zoo DOES NOT REPRESENT OR WARRANT THAT YOUR ZOO GIFT CARD WILL ALWAYS BE ACCEPTED OR THE ZOO GIFT CARD PROGRAM WILL ALWAYS BE ACCESSIBLE. IN THE EVENT THAT CALGARY zoo IS FOUND LIABLE TO YOU, YOU SHALL ONLY BE ENTITLED TO RECOVER ACTUAL AND DIRECT DAMAGES AND SUCH DAMAGES SHALL NOT EXCEED THE LAST BALANCE HELD ON YOUR ZOO GIFT CARD PRIOR TO THE CALGARY zoo AT WHICH SUCH DAMAGES AROSE. CALGARY zoo SHALL HAVE NO LIABILITY FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION LOSS OF PROFIT, REVENUE, USE OR DATA) ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, WHETHER IN CONTRACT (INCLUDING FUNDAMENTAL BREACH), WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), PRODUCT LIABILITY, STRICT LIABILITY OR OTHER THEORY, EVEN IF WE OR OUR AUTHORIZED REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL CALGARY zoo HAVE ANY LIABILITY FOR UNAUTHORIZED ACCESS TO, OR ALTERATION, THEFT OR DESTRUCTION OF A ZOO GIFT CARD THROUGH ACCIDENT, MISUSE, OR FRAUDULENT MEANS OR DEVICES BY YOU OR ANY THIRD PARTY, OR AS A RESULT OF ANY DELAY OR MISTAKE RESULTING FROM ANY CIRCUMSTANCES BEYOND OUR CONTROL.

## **Assignment**

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We may assign all or part of this agreement without notice to you. We are then released from all liability. The assignee shall have the same rights and obligations as the assignor and shall agree in writing to be bound by the terms and conditions of this agreement.

## **Entire Agreement**

This agreement is the complete and exclusive statement of agreement between you and the Calgary Zoo, and supersedes and merges all prior proposals and all other agreements. In the event that any provision of this agreement shall be determined to be illegal or unenforceable, that provision will be eliminated to the minimum extent necessary so that this agreement shall otherwise remain in full force and effect and enforceable. Headings herein are for convenience of reference only and shall in no way affect interpretation of this agreement.

## **Questions or Notices**

If you have any questions or wish to send us any notice regarding this agreement or your ZOO Gift Card, please visit our [website](#) or call us at 1-403-232-9300.