

## **GIFT CARD TERMS AND CONDITIONS**

**IMPORTANT - PLEASE READ:** The following agreement describes the terms and conditions that apply to the pre-paid amount of your WILDER INSTITUTE/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.

**Wilder Institute/Calgary Zoo purchases only.** The ZOO Gift Card allows you to load a dollar value for future purchases made at the Wilder Institute/Calgary Zoo for programs, special events and at select Wilder Institute/Calgary Zoo locations. The dollar value that you load onto your ZOO Gift Card is a pre-payment only for selected goods and services. ***Not valid for purchases at any Retail/Gift Stores.***

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 Wilder Institute/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 Wilder Institute/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 Wilder Institute/Calgary Zoo events, admissions, programs and locations. We reserve the right not to accept, load or reissue 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 / Purchase Value on Your Card**

You can load a dollar value on the ZOO Gift Card at specific locations throughout the ZOO, using cash, an approved credit card or debit card or online, using an approved credit card. The loaded amount will appear on your ZOO Gift Card immediately. Purchases made online will be emailed.

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

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

Wilder Institute/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.

### **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 contacting Guest Relations. 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**

Because your ZOO Gift Card is used like cash for purchases from the Wilder Institute/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 Wilder Institute/Calgary Zoo when we post the amended agreement on our web site. 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 WILDER INSTITUTE/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. WILDER INSTITUTE/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 WILDER INSTITUTE/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 WILDER INSTITUTE/CALGARY ZOO AT WHICH SUCH DAMAGES AROSE. WILDER INSTITUTE/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 WILDER INSTITUTE/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.

## **Entire Agreement**

This agreement is the complete and exclusive statement of agreement between you and the Wilder Institute/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.