**Program Overview**

The BCAA program is a membership program offered by the British Columbia Automobile Association (“BCAA”). The terms and conditions of the BCAA program can be found at www.bcaa.com/legal/terms-conditions

Husky Oil Marketing Company, a Division of Husky Oil Operations Limited ("Husky", "us", "our" or "we") has partnered with BCAA to allow Husky customers with a valid BCAA membership card to earn CAA dollars for qualifying purchases at participating Husky©, Husky Travel Centers, and Husky House© Restaurant locations, (collectively, the "Stores" or each individually a "Store") .

The “Earn CAA Dollars at Husky” Program allows persons who have completed the Husky registration steps in accordance with these Terms and Conditions as updated from time to time (the "Terms and Conditions") and who have a valid BCAA Membership Card (the "Program Members" or "Members") to collect CAA dollars when making purchases at a participating Store either at the pump or in store, subject to the exclusions set out below ("Eligible Purchases").

**Participation in the Program - Membership Registration**

1. Registration to earn CAA dollars at Husky is free and no purchase is required in order to register. The program is restricted to only those CAA members who have a valid BCAA membership card. BCAA members can swipe their card at participating Stores across Canada.
2. To participate in the Program, you must be a legal resident of Canada and above the age of majority in your jurisdiction. Enrollment in the Program is subject to verification and will be deemed invalid if any information provided is not true and /or incomplete. As outlined in these Terms and Conditions, the Program operates only in Canada and is void where prohibited.
3. To start earning CAA dollars at Husky, you must register your valid BCAA card at <https://bcaa.myhusky.ca/> or by calling 1-855-207-7311. You must complete the registration process by providing complete and accurate information. At a minimum, you must provide your first name, last name and a valid email address. No more than two members are permitted to register under the same email address. If you do not have a valid email address, you must provide a valid phone number (including area code). Only one Program Account is permitted per person. As a final step, you must indicate your acceptance of these Terms and Conditions. No CAA dollars will be earned if you have not registered your BCAA card and you will only begin accumulating CAA dollars after you register. The BCAA membership Card is not a credit, debit or gift card.
4. By using the BCAA Card at Husky you acknowledge and agree to be bound by, and consent to the collection and use of your Personal Information in accordance with these Terms and Conditions.
5. Program Membership is only available to individuals. Program Membership will not be available to corporations, businesses, charities, partnerships, schools, associations, clubs or organizations other than an individual, unless written approval is received in advance from Husky, in its sole discretion. CAA dollars will not be awarded if in Husky’s reasonable opinion the merchandise purchased will be used for resale or commercial use and any CAA dollars awarded on such purchases will be forfeited.

**Collection of *CAA dollars at Husky***

6. To collect CAA dollars following registration, you must make Eligible Purchases by either presenting your personal valid Card to the cashier in-store or entering your BCAA membership Card in the Card reader at the pump. Any unauthorized reproduction of the Card may lead to legal prosecution and forfeiture of all CAA dollars earned.

7. If you forget to swipe your card, CAA dollars may be awarded retroactively by calling the Customer Service Centre at 1-855-207-7311 within 90 days of the date of the original Eligible Purchase. For CAA dollars to be awarded, the Member must provide the store number, terminal number and transaction number found on their purchase receipt.

8. CAA dollars will be awarded on all Eligible Purchases made at participating Stores in Canada, excluding cardlock and fleet fuel, tobacco products, the purchase of Husky® Gift Cards, taxes and deposits on non-petroleum purchases, liquor, payment of in-station accounts or any other items specified as exclusions from time to time by Husky in its sole discretion, or required to be excluded by law.

9. The number of CAA dollars earned on an Eligible Purchase will be calculated separately on the subtotal, before tax, of each eligible purchase for convenience store, car wash, or restaurant product or service; or, in the case of fuel, on the quantity of fuel in litres. Each subtotal or litres amount will be multiplied by the applicable CAA dollar rate as determined by BCAA (see paragraph 15 below), awarded only in whole numbers; fractions of a dollar are not issued. If the result of the multiplication is not a whole number, the result will be rounded to a whole number using the "Bankers Rounding" method. Results with a fractional part less than 0.5 will be rounded down to the nearest whole cent; for example, 5.4 will be rounded to 5. Results with a fractional part greater than 0.5 will be rounded up to the nearest whole cent; for example, 7.6 will be rounded to 8. Results with a fractional part exactly equal to 0.5 will be rounded to the nearest whole cent that is an even number. For example, a result of 2.5 will be rounded down to 2, the nearest even whole cent. A result of 3.5 will be rounded up to 4, the nearest even whole cent. The total CAA dollars that the Member will earn on their Purchases is the total of all of the rounded, whole CAA dollars earned on each subtotal or litres amount.

10. Husky may offer special promotions from time to time offering additional CAA dollars (“Bonus CAA dollars"). These terms and conditions shall apply to such offers, along with any additional terms and conditions that accompany the offer, unless you are notified otherwise.

11. For greater certainty, CAA dollars for fuel purchases are awarded on a per litre basis, and fuel purchases are not treated as eligible convenience store purchases for which CAA dollars are calculated based on their dollar value.

12. If a Member returns or exchanges an Eligible Purchase in accordance with an applicable return or exchange policy, any CAA Dollars, and if applicable Bonus CAA dollars, previously earned on that Eligible Purchase will be deducted automatically from the Member's Account. The Member will be reimbursed for the Eligible Purchase price shown on the receipt and in accordance with the applicable return or exchange policy.

1. In the case of a discrepancy between customer records and our internal database, Husky records govern. Discrepancies must be addressed with the Customer Service Centre within ninety [90] days of the date on which the discrepancy occurred. Husky reserves the right to restrict CAA dollar accumulations or put a "Freeze" on CAA dollars earned for up to ninety [90] days from the date the CAA dollars are posted to an Account if Husky reasonably believes that fraud has occurred or if there is an actual or suspected breach of these Terms and Conditions.
2. All CAA dollars earned are subject to verification at any time. Husky reserves the right, in its sole and absolute discretion, to invalidate any CAA dollars it deems to have been awarded in error, or as the result of any fraudulent activity, any use of false or fictitious Personal Information, any misuse or abuse of the Program or any activity not in keeping with the letter and/or spirit of these Terms and Conditions, as interpreted by Husky in its sole and absolute discretion.

**Redemption of CAA dollars**

1. The BCAA program is a membership program offered by the British Columbia Automobile Association. Redemption of CAA dollars is administered in full by BCAA. Detail of the program can be found at [www.bcaa.com](http://www.bcaa.com) . Husky is not responsible for the administration of any part of the BCAA membership program.

**Privacy**

16. We are committed to protecting your privacy. All Member personal information ("Personal Information") will be subject to the Privacy Statement available at www.myHusky.ca as amended from time to time in accordance with its terms. Without limitation, Member Personal Information may be used to administer the Program and to understand Program Members' shopping and information needs and preferences, and to offer Members relevant information, products, services and rewards to meet those needs and interests.

**General Information**

17. Husky reserves the right to terminate the Program at any time at its sole discretion and will endeavour to provide adequate notice of termination.

18.. If events beyond Husky's control materially affect Husky's ability to operate the Program, as determined in the sole and absolute discretion of Husky, the Program may be suspended or terminated without notice.

19. Husky reserves the right to restrict, suspend, modify or otherwise change any aspect of the Program or these Terms and Conditions at any time. In the event these Terms and Conditions, or any aspect of the Program is restricted, suspended or changed, we will endeavour to provide advance notice by posting the amended Terms and Conditions on the Program website. Your continued participation in the Program following such notice will constitute your express consent to any amendments to these Terms and Conditions, or any other aspect of the Program.

20. Your acceptance of the Terms and Conditions on-line and/or first time usage of a BCAA membership card at a participating Store constitutes your agreement to all the Terms and Conditions of the Program.

21. Any abuse by a Member of the Program's privileges, any failure by a Member to follow the Program's Terms and Conditions, or any misrepresentation by a Member may subject the Member to expulsion from the Program, including forfeiture of all accumulated CAA dollars.

22. Every effort has been made to ensure that the information herein is correct. Husky is not responsible for any errors or omissions in printed copies of these Terms and Conditions nor those published from time to time on the Program website.

23. Any waiver by Husky of the strict observance, performance or compliance by a Member with any of the Terms and Conditions contained herein, either expressly granted or by course of conduct, shall be effective only in the specific instance and shall not be deemed to be a waiver of any rights or remedies of Husky as a result of any other failure to observe, perform or comply with the Terms and Conditions. No delay or omission by Husky in exercising any right or remedy hereunder shall operate as waiver thereof or of any other right or remedy.

24. These Terms and Conditions shall be governed by the laws of the Province of Alberta and the laws of Canada applicable therein. Husky has the final authority as to the interpretation of these Terms and Conditions and as to any other questions or disputes regarding the Program.

25. By participating in this Program, you agree that: (i) you will contact us directly and give us the opportunity to try to resolve any and all disputes before you take any action in court, or otherwise; (ii) any and all disputes, claims and causes of action arising out of or connected with the Program shall be resolved individually, without resort to any form of class action; (iii) any and all claims, judgments and awards shall in no event include legal fees; and (iv) and to the extent permitted by Law, under no circumstances will you be permitted to obtain awards for, and you hereby waive all rights to claim, punitive, incidental and consequential damages and any other damages other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased.

26. In the event that any provision in these Terms and Conditions is determined to be invalid, illegal, or unenforceable, such determination shall not affect the validity and enforceability of any other remaining provisions of these Terms and Conditions.

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