

Terms and Conditions

Abougouche Brothers LTD. — Abougouche Brothers Loyalty Program

Effective Date: May 29, 2026

Last Updated: May 29, 2026

These Terms and Conditions (“Terms”) govern your access to and use of the Abougouche Brothers Loyalty Program mobile application (the “App”) and your participation in the Abougouche Brothers LTD. loyalty program (the “Program”). By downloading, accessing, or using the App, you agree to be bound by these Terms. If you do not agree, do not use the App.

1. Eligibility

You must be of the age of majority in your province or territory of residence to create an account and participate in the Program. By using the App, you represent that you meet this requirement and that the information you provide is accurate and complete.

2. Accounts

- You are responsible for maintaining the confidentiality of your account credentials.
- You are responsible for all activity that occurs under your account.
- You agree to notify us promptly of any unauthorized use of your account.
- Each member may hold only one loyalty account unless otherwise permitted by us.

3. The Loyalty Program

3.1 Earning and Redeeming

Points and rewards are earned and redeemed according to the rules we make available within the App. We may modify earning rates, redemption values, reward availability, and tier structures at any time.

3.2 No Cash Value

Points and rewards have no cash value, are not transferable except as we expressly permit, and cannot be sold, bartered, or assigned. Points and rewards are not your property.

3.3 Expiry and Forfeiture

Points and rewards may expire or be forfeited in accordance with Program rules, including upon account closure, inactivity, or suspected fraud or abuse.

4. Acceptable Use

You agree not to:

- Use the App for any unlawful, fraudulent, or unauthorized purpose
- Attempt to manipulate, exploit, or abuse the Program or its rewards
- Interfere with or disrupt the App, its servers, or networks
- Reverse engineer, decompile, or attempt to extract source code from the App

- Access the App through automated means without our permission

5. Intellectual Property

The App and all related content, trademarks, logos, and software are owned by or licensed to Abougouche Brothers LTD. and are protected by applicable intellectual property laws. We grant you a limited, non-exclusive, non-transferable, revocable license to use the App for its intended purpose. No other rights are granted.

6. Account Deletion and Termination

You may request deletion of your account and all associated personal information at any time, both within the App (through your account settings) and outside the App by emailing loyalty@abougouchebrothers.ca. The email method is available without reinstalling the App. Account deletion is permanent; temporary deactivation or disabling of an account does not constitute deletion. Upon verified deletion, your Program membership will end and any unredeemed points and rewards will be forfeited. We may retain limited information where required by law or for legitimate purposes such as security, fraud prevention, or regulatory compliance, as described in our Privacy Policy.

We may suspend or terminate your account or access to the App at our discretion, including for violation of these Terms, suspected fraud, or abuse of the Program. Termination may result in the loss of accumulated points and rewards.

7. Third-Party Platforms

The App is distributed through third-party platforms such as the Apple App Store and Google Play Store. Your use of the App is also subject to the applicable terms of those platforms. We are not responsible for the policies or practices of these third parties.

8. Disclaimers

The App and the Program are provided on an “as is” and “as available” basis without warranties of any kind, whether express or implied, to the fullest extent permitted by law. We do not warrant that the App will be uninterrupted, error-free, or secure.

9. Limitation of Liability

To the maximum extent permitted by applicable law, Abougouche Brothers LTD. and its affiliates will not be liable for any indirect, incidental, special, consequential, or punitive damages, or any loss of points, rewards, data, or profits, arising out of or related to your use of the App or the Program.

10. Changes to These Terms

We may update these Terms from time to time. Material changes will be communicated through the App or other appropriate means. Your continued use of the App after changes take effect constitutes acceptance of the revised Terms.

11. Governing Law

These Terms are governed by the laws of the Province of Alberta and the federal laws of Canada applicable therein, without regard to conflict-of-law principles. You agree to the exclusive jurisdiction of the courts located in Alberta for any disputes arising under these Terms.

12. Contact Us

If you have questions about these Terms, contact us at loyalty@abougouchebrothers.ca.

Abougouche Brothers LTD.

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