

BLUEPAW REWARDS PROGRAM KEY CHAIN TAG HOLDER AGREEMENT

INTERPRETATION

1. The parties agree that the following terms and conditions form the Agreement between the City and the BluePaw Rewards Program Key Chain Tag Holder. "Agreement Terms and Conditions" means these Agreement terms and conditions which form the Agreement.

INTRODUCTION

2. The BluePaw Rewards Program (the "Program") connects approved City of Brampton retailers, service providers, distributors and other eligible businesses (the "Business") with individuals who hold valid BluePaw Brampton key chain tags (the "Member").
3. A member is entitled to receive a City-approved exclusive promotion(s), special offer(s) and/or direct discount(s) (the "Benefits") when he or she shops at an approved Business.
4. The Member must hold and demonstrate a valid BluePaw key chain tag (the "Blue Paw") in order to be eligible for the Benefits.
5. The approved Business list and Benefits are provided on the Program website brampton.ca/animalservices. The City makes every effort to ensure the accuracy and completeness of the information on the website but it does not guarantee the information's accuracy and completeness.
6. The Program is part of the City of Brampton's Pet Licensing Program and is administered by Brampton Animal Services (the "City").

ELIGIBILITY

7. To be eligible for the Program, the Member must possess a current City of Brampton dog or cat licence.
8. The City reserves the right, in its sole and exclusive discretion, to refuse any applicant or terminate any Member who does not comply with the Agreement Terms and Conditions.

PARTICIPATION IN THE PROGRAM

9. Membership in the Program is free. The BluePaw holds no monetary value. It is not a debit, credit or payment card.
10. To become a Member, the applicant must purchase a current City of Brampton dog or cat licence and a BluePaw will be issued automatically. Visit www.brampton.ca/animalservices or call 311 for information on how to purchase a dog or cat licence. If the applicant already has a current City of Brampton dog or cat licence, call 311 or email animal.services@brampton.ca to arrange for a BluePaw to be issued. It is a condition of continued membership in the Program that the Member renew and maintain a current dog or cat licence.
11. The applicant, once eligible, is issued one (1) BluePaw.
12. The BluePaw is non-transferable.
13. The Member can use the BluePaw only at a participating Business.
14. To receive Benefits, the Member must present his or her BluePaw to the cashier of the Business before the purchase transaction is completed.
15. An original BluePaw must be presented at the time of purchase; a facsimile will not be accepted.
16. The Benefits are offered to the Member at the sole discretion of the Business. The Business may cease to honour Benefits without prior notice to the Member. Benefits may also be subject to change without prior notice. For an updated list of Benefits, members should refer to the Program website at www.brampton.ca/animalservices/bluepaw.
17. At the sole and exclusive discretion of the City, new replacement BluePaw key chain tags or their equivalent may be issued to replace the existing BluePaw. All BluePaw key chain tags remain the property of the City and must be returned upon request.

CLAIMS AND DISPUTES

18. All claims or disputes between the Business and Member shall be settled directly between the Business and the Member. The Member may contact the City to provide comments about the Program, but the City is not obligated to follow-up, investigate or mediate any claim or dispute between the Business and the Member.
19. The City makes no endorsement, representation or warranty, express or implied, relating to the competence, quality, or suitability of any Business or the Benefits offered by the Business as part of the Program. To become an approved Business, the Business applies to the City and submits a list of the Benefits to be provided to Members. For more information on the Business approval process, please refer to the BluePaw Rewards Program Business Member Agreement. It is the responsibility of the Member to perform his or her own due diligence into the claims made by the Business and the merits of the products or services provided as the Benefits.

SPECIAL OFFERS

20. On occasion, the City may communicate e-mail updates including special offers, information and services to Members. Any Member who does not wish to receive these updates may contact the Program at animal.services@brampton.ca to unsubscribe and stop receiving e-mail updates.

MEMBER RESPONSIBILITIES

By receipt and use of the BluePaw, the Member:

21. Accepts the terms and conditions contained in this Agreement;
22. Acknowledges that the BluePaw is the property of the City and that it must be returned upon request;
23. Will promptly notify the City of the loss, theft, or unauthorized use of the BluePaw; and
24. Will promptly notify the City if the Member is cancelling his or her membership or is no longer a participant in the Program.

CUSTOMER SERVICE (LOST OR STOLEN CARDS)

25. Each Member will be issued one (1) BluePaw. If the issued BluePaw is lost or stolen, the Member must contact the Program by email to animal.services@brampton.ca. The Member will be issued one (1) free replacement BluePaw. Any further requests for additional BluePaw key chain tags may be declined. The City reserves the right, in its sole and exclusive discretion, to determine the cost, if any, for issuing a BluePaw after the initial free replacement. This cost is to be borne by the Member requesting the replacement.

RELEASE

26. The Member, by accepting the terms and conditions contained in this Agreement, agrees to assume all responsibility for participation in the Program. The City makes no representation or warranty, express or implied, relating to any Benefit or the availability, competence, quality or financial status of any Business providing such Benefits. The Member agrees to waive and release the City, its officials, officers, employees, agents and representatives from and against any claims or liabilities whatsoever including, without limitation, any damages, costs and liability for any and all loss, injury or damage to any property or person, whether direct, special, consequential, indirect or of any other nature, in connection with or related to the Members' participation in the Program.

CHANGING THE AGREEMENT TERMS AND CONDITIONS

27. The City may restrict, suspend or otherwise alter any aspect of the Program without notice. Any material changes to the Agreement Terms and Conditions will be posted online and a copy of the Agreement Terms and Conditions will be made available at each participating business, upon request from the Business. The online version of the Agreement Terms and Conditions is the governing version. If there are any inconsistencies between the online version and any other version, the online version shall prevail. For the most current version, please visit brampton.ca/animalservices.

OTHER TERMS

28. Any unauthorized reproduction of the BluePaw key chain tag will lead to forfeiture of membership in the Program.
29. If any of the terms and conditions in the Agreement is held to be invalid or unenforceable, the remaining provisions are not affected and are valid and enforceable.
30. The failure of the City to enforce any term or covenant or obligation of the Member contained in the Agreement is not a waiver of the term, covenant or obligation or permission for any subsequent breach and the City may at any time enforce such term, covenant or obligation.

COLLECTION, USE AND DISCLOSURE OF PERSONAL INFORMATION

31. The Municipal Freedom of Information and Protection of Privacy Act (the "Act") applies to all information collected by the City. The information will only be collected, used and disclosed in accordance with the Act. The information, supplied by the Member, will be collected and used for the proper administration of the Program. Questions about this collection can be directed to the Animal Services Clerk, 905.458.5800, 475 Chrysler Drive, Brampton ON L6S 6G3. Please refer to the City's privacy and security policy for more information.