

TURTLE JACK'S MUSKOKA GRILL REWARDS PROGRAM

TERMS AND CONDITIONS

BINDING AGREEMENT

These terms and conditions constitute a valid and binding agreement between Turtle Jack's Muskoka Grill (hereinafter "**Turtle Jack's**") and its rewards program members (hereinafter "**you**" or "**Member**"). By becoming a Member, you agree to be bound by these terms and conditions.

REWARDS PROGRAM PARTNER

Turtle Jack's has partnered with Punchh Inc. (hereinafter referred to as "**PUNCHH**") to manage its rewards program.

ACCOUNT REGISTRATION

You must become a rewards Member to participate in Turtle Jack's rewards program. You can become a Member by creating a rewards account (i) on PUNCHH's website https://iframe.us-est.punchh.com/customers/sign_up.iframe?slug=turtlejacks or, (ii) on Turtle Jack's mobile application available on Apple App Store and Google Store. You must ensure that you have entered your contact information correctly and provided an active email address.

ELIGIBILITY

Turtle Jack's rewards program is free and available to any individual who (i) has opened an online rewards account with valid and accurate information and (ii) is at least sixteen (16) years old.

MARKETING

As a Member of Turtle Jack's rewards program, you can give your consent to receive marketing communications from Turtle Jack's. You may withdraw your consent at any time by clicking the unsubscribe button found either in Turtle Jack's emails, SMS messages or in your rewards account.

PERSONAL INFORMATION

By becoming a Member, you consent to your personal information being collected, used and stored by PUNCHH. Your personal information will be shared with Turtle

Jack's so you may receive Turtle Jack's latest news, offers, benefits and promotions. You may withdraw your consent at any time. See "Membership Status" below for more details.

You have a right to access your personal information or correct any inaccuracies, as necessary. Changes can be made by updating your profile in your online rewards account.

Turtle Jack's rewards program is not intended for children under the age of sixteen (16). In the event Turtle Jack's or PUNCHH learns that personal information was collected from a child under the age of sixteen (16), the rewards account, including all personal information, points and rewards, if any, will be deleted.

For more information on how your personal information is collected and used by Turtle Jack's and PUNCHH, please consult Turtle Jack's and PUNCHH's privacy policies found respectively at the following websites: www.mtygroup.com/en/privacy-policy/ and <https://punchh.com/punchh-software-privacy-policy/>.

POINT ACCUMULATION AND REDEMPTION

Members can accumulate points by scanning or manually entering the barcode of an in-store purchase receipt in their Turtle Jack's rewards account via Turtle Jack's website: https://iframe.uswest.punchh.com/customers/sign_in.iframe?slug=turtlejacks or via Turtle Jack's mobile application. Points may be used for in-store purchases at any Turtle Jack's restaurant located in Canada. Members can redeem only one reward or offer per visit.

PROGRAM

The following table contains a summary of Turtle Jack's rewards program:

Earn Points	Earn 1 point for every \$1.00 spent in restaurant*
Base Reward	Receive a \$5.00 reward for every 100 accumulated points
Welcome Offer	Receive \$10.00 for registering**
Birthday Offer	Receive a birthday dessert ***.

Offer for Kids	Purchase three (3) kid meals and receive the fourth (4 th) one free.
Invite a Friend	Receive a \$5.00 reward when a new member uses your loyalty membership code and makes a purchase.

* Less taxes and other exclusions.

** Bonus reward expires within one (1) month if not used.

*** Offer valid one (1) week before birthday and expires 14 days after birthdate.

NO CASH

The rewards, promotions and offers provided by Turtle Jack's in connection with this rewards program cannot be exchanged for cash.

ACCOUNTS AND ADJUSTMENTS

Your transaction history (complete with points you have accumulated) can be found in your online rewards account.

A Member may request points earned in connection with a transaction that is not reflected in their account by contacting Turtle Jack's' customer service team at **tlc@turtlejacks.com**. Such request must be received within sixty (60)-days following the transaction in question. Once Turtle Jack's receives such a request, it will determine whether an adjustment is required. Turtle Jack's has no obligation or duty to correct an error unless the aforesaid request is received within the prescribed delay and the Member has provided any information or document required by Turtle Jack's.

POINT BALANCE

Members can obtain their account point balance by consulting their online rewards account or by emailing Turtle Jack's customer service team at **tlc@turtlejacks.com**

MEMBERSHIP STATUS

Opting Out of the Turtle Jack's Rewards Program

You can opt-out of the rewards program by choosing the option in your online rewards account. If you choose to opt-out, your points and rewards, if any, will automatically be forfeited.

Account Inactivity

Should your membership account remain inactive for more than twelve (12) consecutive months, your account will automatically be deleted, and your points and rewards, if any, will be forfeited without notice.

Account Deletion

Should you choose to delete your membership account and all personal information associated therewith, you must send an email to [**privacyofficer@mtygroup.com**](mailto:privacyofficer@mtygroup.com). Your request will be processed within a reasonable delay. Once your account is deleted, your points and rewards, if any, will automatically be forfeited.

NO SALE OR TRANSFER

Members do not have the right to sell or transfer any points, rewards or other Member benefits. Turtle Jack's may refuse to honor or recognize any points, rewards or Member benefits which it believes may have been transferred or sold.

MODIFICATIONS

Turtle Jack's reserves the right, at its sole and absolute discretion, to modify these terms and conditions and to select its rewards partners. Modifications to the program will be communicated on the Turtle Jack's website.

TERMINATION

Turtle Jack's reserves the right, at its sole and absolute discretion, to terminate the Turtle Jack's rewards program. If the program is terminated, Turtle Jack's will provide advance notice to all Members and confirm the effective date of termination of the program (hereinafter the "**Effective Date**").

A Member cannot accumulate points or claim rewards after the Effective Date. If the program is terminated by Turtle Jack's, all unredeemed points and/or rewards will be forfeited within thirty (30) days from the Effective Date (hereinafter the "**Grace Period**"), without incurring any obligation or liability. Turtle Jack's will not compensate or pay cash for any forfeited or unused points or rewards, nor will any reward claims be honored following the expiration of the Grace Period.

LIMITATION OF LIABILITY

To the fullest extent permitted by law, Turtle Jack's shall not be liable for any losses, costs, expenses, fines, fees or damages of whatsoever nature and kind, including, without limitation, direct, indirect, incidental, consequential, punitive, special or exemplary damages (hereinafter collectively referred to as, the "Damages") arising from or in connection with the rewards program, the whole regardless of whether Turtle Jack's has been advised of the Damages or whether such Damages were reasonably foreseeable.

INDEMNIFICATION

You agree to indemnify, hold harmless and defend Turtle Jack's and its officers, directors, employees, agents, representatives, successors and assigns from and against any claim or demand, including reasonable legal fees, due to or arising out of or in connection with your violation of these terms and conditions, including without limitation, your breach of applicable laws or the rights of third parties.

COOKIES

Turtle Jack's uses cookies. For more information on how Turtle Jack's uses cookies, please consult Turtle Jack's cookie policy at www.mtygroup.com/en/privacy-policy/.

GOVERNING LAW

This agreement shall be governed by and construed in accordance with the laws of the Province of Québec and the applicable laws of Canada therein.

ENTIRE AGREEMENT

These terms and conditions are the entire, final and fully integrated agreement between you and Turtle Jack's, and supersedes all prior communications, agreements and understandings in connection therewith.

ENFORCEABILITY

Should a term or condition set forth herein be determined to be unenforceable, that term or condition will be ineffective to the minimum extent necessary so that the remaining terms and conditions will otherwise remain in effect.

WAIVER

Turtle Jack's failure to enforce any provision found in these terms and conditions or its waiver of any breach of these terms and conditions shall not prevent any subsequent enforcement of any such provision or be deemed a waiver of any subsequent breach.

CONTACT US

If you have any questions or would like to contact us regarding our rewards program, please email us at **tlc@turtlejacks.com**.

These terms and conditions were last modified on June XX, 2025