

## LIVE GREEN PERKS PROGRAM USER AGREEMENT

### INTRODUCTION

1. The Live Green Perks Program (the “Program”) connects approved city of Toronto retailers, service providers, distributors and other eligible businesses (the “Business”) with individuals who hold valid Live Green Toronto Cards, or the Live Green Perks app (the “User”).
2. A User is entitled to receive an exclusive promotion, special offer and/or direct discount (the “Benefits”) when he or she shops at an approved Business.
3. The User must hold and demonstrate a valid Live Green Toronto Card, or in-app virtual card (the “Card”) in order to be eligible for the Benefits.
4. The approved Business list and Benefits are provided on the Program web site – [livegreenperks.ca](http://livegreenperks.ca), and in the Live Green Perks mobile app.
5. The Program is part of the City of Toronto’s Live Green Toronto Program, and is administered by the Environment and Energy Division (the “City”).

### ELIGIBILITY

6. To be eligible for the Program, the User must:
  - i. be at least 14 years of age; and
  - ii. live, work and/or shop in the city of Toronto.
7. The Card is for individual use only. Business corporations, joint ventures, partnerships, groups, or associations may not register.
8. The City reserves the right to refuse any applicant or terminate any User who does not comply with the terms and conditions contained in this agreement.

### PARTICIPATION IN THE PROGRAM

9. Participation in the Program is free. The Card holds no monetary value and is not a debit, credit, or payment card.
10. To become a User, the applicant must install the Live Green Perks app on their compatible iOS or Android device or visit [livegreenperks.ca](http://livegreenperks.ca) where the applicant can complete and submit the on-line application form. The applicant shall certify that all information given in

the on-line application form is true, accurate and complete in all respects. Any false or misleading information given in this application and any accompanying materials may result in rejection of the application or revocation of the Card or App.

11. The applicant, if approved as a User, is issued one (1) Card or Login to the Mobile App.
12. The Card or App is non-transferable.
13. The User can use the Card or App only at a participating Business.
14. To receive Benefits, the User must present his or her Card or App to the cashier of the Business before the purchase transaction is completed.
15. An original Card or the Live Green Perks app must be presented at the time of purchase; a facsimile will not be accepted.
16. The Perks are offered to the User at the sole discretion of the Business. The Business may cease to honour Perks without prior notice. Perks may also be subject to change without prior notice. For an updated list of Perks, Users should refer to the Live Green Perks app or Program web site [livegreenperks.ca](http://livegreenperks.ca)
17. At the discretion of the City, new replacement Cards or a different type of card may be issued to replace the existing Card. All Cards remain the property of the City and must be returned upon request.

## **CLAIMS AND DISPUTES**

18. All claims or disputes between the Business and User shall be settled directly between the Business and the User. The User 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 User.
19. The City makes no endorsement, representation or warranty, express or implied, relating to the competence, quality, or suitability of any Business or the Perks offered by the Business as part of the Program. To become an approved Business, the Business applies to the City, completes a self-assessment and submits a list of the Perks to be provided to Users. It is the responsibility of the User 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 Perks.

## **SPECIAL OFFERS**

20. On occasion the City may communicate e-mail updates, or mobile push notifications including special offers, information and services to Users. Any User who does not wish to receive these updates may contact the Program at [livegreenperks@toronto.ca](mailto:livegreenperks@toronto.ca) to unsubscribe and stop receiving e-mail updates, or change app settings to disallow notifications. Any e-mail update will include an unsubscribe link.

## **USER RESPONSIBILITIES**

By receipt and use of the Card or App, the User:

21. accepts the terms and conditions contained in this user agreement;
22. acknowledges that the Card is the property of the City and it must be returned upon request;
23. will notify the City of the loss, theft, or unauthorized use of the card; and
24. will notify the City if the User is canceling or is no longer a participant in the Program.

## **CUSTOMER SERVICE (LOST CARDS)**

25. Each User will be issued one Card or Mobile App login. If the issued Card is lost or stolen, the User must contact the Program by email to [livegreenperks@toronto.ca](mailto:livegreenperks@toronto.ca). The User will be issued one free replacement Card. Any further requests for additional cards may be declined.
26. If the User forgets their login information they may use the password reset feature in the app or website to create a new password, or they may contact the Program by email at [livegreenperks@toronto.ca](mailto:livegreenperks@toronto.ca) from the email they used to sign up.

## **RELEASE**

27. The User, 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 Perk or the availability, competence, quality or financial status of any Business providing such Perks. The User 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 User's participation in the Program.

## **CHANGING THE TERMS AND CONDITIONS**

28. The City may restrict, suspend or otherwise alter any aspect of the Program without notice. Any material changes to these Terms and Conditions will be posted online and a copy of the Terms and Conditions will be made available at each participating business, upon request. The online version of the Terms and Conditions is the governing version. If there are any inconsistencies between the online version of the Terms and Conditions and any other version, the online version shall prevail. For the most current version of these Terms and Conditions please visit [livegreenperks.ca](http://livegreenperks.ca)

## **OTHER TERMS**

29. Any unauthorized reproduction of the Card will lead to forfeiture of membership in the Program.
30. If any of these terms and conditions is held to be invalid or unenforceable, the remaining provisions are not affected and are valid and enforceable.
31. The failure of the City to enforce any term or covenant or obligation of the User contained in the Terms and Conditions 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**

32. 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 User, will be collected and used for the proper administration of the Program. Questions about this collection can be directed to the Manager, Partnerships & Innovations, Environment and Energy Division, 55 John St. 2<sup>nd</sup> Floor, Toronto, ON, M5V 3C6. Telephone: 416-392-2984. Please refer to the City's [privacy and security policy](#) for more information.