

# Rewards Policy

Last updated on February 6th 2024

## Quesada Qlub Terms of Use

PLEASE READ THESE TERMS OF USE CAREFULLY. BY ACCESSING OR USING THIS PROMOTIONAL PROGRAM OR A QCLUB CARD, YOU AGREE TO BE BOUND BY THE TERMS DESCRIBED HEREIN AND ALL TERMS INCORPORATED BY REFERENCE. IF YOU DO NOT AGREE TO ALL OF THESE TERMS, DO NOT PARTICIPATE IN THIS PROGRAM.

You agree that Quesada may provide updates, notices, disclosures and changes to these Terms, and other information relating to the Quesada Qclub Program, electronically, including by posting such information and materials online at [Terms and conditions | Quesada Restaurants](#)

The Qclub Program may be amended as provided for in section 7 of these Terms.

### 1. Program Overview

The Quesada Qclub (“**Qclub Program**”) is our way of saying thanks to you, our customers, for being loyal Quesada patrons. The Qclub Program is a loyalty program which is operated by Foodtastic Franchises Inc., or its subsidiaries, licensees and affiliated companies (collectively, “**Quesada**”) and is open only to legal residents of Canada. The Quesada Qclub allows participants who register in accordance with these Terms of Use (“**Terms**”) to present their Qclub Card to collect Points when purchasing Quesada products, which Points may be used in accordance with these Terms towards free Rewards (as defined below) at participating Quesada locations. It is possible that some Quesada locations may not be able to participate in the Qclub Program. A full listing of participating locations can be found by visiting [Quesada | The Joy of Mex](#) and viewing our store locator section (collectively, “**Participating Locations**”).

These Terms apply to your access to, and participation in, the Qclub Program. Your participation in the Qclub Program and/or your use of a Qclub Card confirms your acceptance of these Terms and any changes or modifications, as provided for below; therefore, you should review these Terms and applicable policies frequently to understand the terms and conditions that

apply to the Qlub Program. If you do not agree to the Terms, you must stop participating in the Qlub Program.

These Terms do not alter in any way the terms or conditions of any other agreement you may have with Quesada for products, services or otherwise. For greater certainty, you may also use your Qlub Card as a “**Gift Card**”, which you may load with cash to use toward future purchases at Participating Locations. **The use of the Qlub Card as a Gift Card is separate from the use of the Qlub Card to participate in the Qlub Program**, and is governed by the Quesada Gift Card terms of use. The Quesada Gift Card terms of use are detailed herein at section 9 below.

Please read our Privacy Policy [HERE](#) carefully to understand how Quesada collects, uses and discloses information about customers. By accessing the Qlub Program, you agree to be legally bound by and to comply with Quesada’s Privacy Policy.

## **2. Eligibility for the Qlub Program**

- a. Membership in the Qlub Program is limited to individuals only, who are legal residents of Canada. No corporation, trust, partnership or other entity may hold membership in the Qlub Program. The Qlub Program is offered for personal use only, and is not for commercial or other business use.
- b. You must have reached the age of thirteen (13) to participate in the Qlub Program. If you are between the ages of 13 and the age of majority in your province/territory of residence, you must have the permission of your parent/legal guardian to participate in the Qlub Program.
- c. Registered participants may only earn Points and redeem Rewards when they present their Qlub Card at a Participating Location, all as set forth in these Terms.
- d. A Qlub Program participant must enroll individually, using his/her full legal name, email address, password, Qlub Card number, address, phone number and birthday to open a Qlub Program account (“**Account**”).
- e. You may associate more than one Qlub Card with your Account. If you choose to associate a second Qlub Card to your Account, its value is transferred to the Account of the first Qlub Card you had registered and the second Qlub Card becomes inactive. If you have lost your balance protection registered Qlub Card and need assistance, please

contact us at [feedback@quesada.ca](mailto:feedback@quesada.ca). Only the registered, active Qlub Card will earn Points, except as may be permitted by Quesada in its sole and absolute discretion.

- f. There is a limit of one (1) Account per eligible individual/email address. Membership is solely for the benefit of the individual who opened the Account, and all Accounts must be maintained in the name of the individual who first opened them.
- g. When you enroll in the Qlub Program you agree to receive the information and notifications regarding your participation in the Qlub Program from Quesada. You may also choose to receive other communications from Quesada, including our newsletter, and/or special offers about the Qlub Program, and its rewards and services.

### **3. Registering for the Qlub Program**

To sign-up for the Qlub Program and begin earning Qlub Program points (“**Points**”) simply create your Account (“**Registration**”) by visiting [orders.quesada.ca/single-loyalty](https://orders.quesada.ca/single-loyalty) If you use our mobile Program and payment application, you may also complete your Registration, keep track of your Points and Rewards, monitor and add to your Account balance, and make mobile payments using the mobile application in accordance with our Terms. Before you may earn Points on a Qlub Card, as provided in section 4 of these Terms, you must register your Qlub Card and create an Account.

The registration process may require that you use the registration form to provide information such as: Qlub Card Number, First Name, Last Name, Email Address, Password, Address, Phone Number, Birthday and Marketing Preferences.

You must advise us immediately of any changes to the information you supply to register in the Qlub Program or in the event you lose your Qlub Card by visiting <https://quesada.ca/contact/> Quesada will not be liable for any misdirected email or other communications, including any notices under these Terms, or for any consequences thereof, if your Account information is inaccurate or no longer valid. You are responsible for ensuring that you can receive messages or notifications from Quesada at the contact information you provide. If we believe that some of our records are inaccurate, we may contact you to verify our records. We reserve the right to cancel any Account for which we determine we have incomplete or inaccurate information and in such a case any Points or Rewards associated with such Account and the Qlub Cards associated with it may be forfeited.

The submission of false or fictitious information may result in all Points or Rewards associated with such Account and the Qlub Cards associated with it being forfeited.

All Qlub Program registrations are subject to verification at any time and for any reason. Quesada reserves the right, in its sole and absolute discretion, to require proof of identity and/or eligibility (in a form acceptable to Quesada – including, without limitation, government issued photo identification): (i) for the purposes of verifying an individual’s eligibility to participate in the Qlub Program; and/or (ii) for any other reason Quesada deems necessary, in its sole and absolute discretion, for the purposes of administering the Qlub Program in accordance with these Terms. Failure to provide such proof to the satisfaction of Quesada in a timely manner may result in the cancellation of your Account and in such a case any Points or Rewards associated with such Account and the Qlub Cards associated with it may be forfeited.

#### **4. Earning Points**

Qlub Program benefits are determined based on the amount of money you spend on eligible purchases at Participating Locations. All purchases at Participating Locations are “**Eligible Purchases**” with the exception of promotional purchases that Quesada indicates are not eligible for participation in the Qlub Program, and the purchase of or loading of Gift Cards. For greater certainty, an Eligible Purchase for which you pay using a Gift Card does earn Points.

You must present your Qlub Card at the time you pay for your Eligible Purchase to earn Points. No Points will be rewarded if you present your Qlub Card after your purchase is completed.

For each pre-tax dollar, rounded to the nearest \$0.10, you spend at a Participating Location Quesada you’ll earn one (1) Point. For example:

- If you spend \$4.60 you’ll earn 46 Points.
- If your spend includes a cent interval between \$0.01 – and \$0.04, the calculation of your Point total will round down to the nearest \$0.10 increment. For example, if you spend \$4.63 you’ll earn 46 Points.

- If your spend includes a cent interval between \$0.05 – and \$0.09, the calculation of your Point total will round up to the nearest \$0.10 increment. For example, if you spend \$4.76 you'll earn 48 Points.

At any point during the Qlub Program, Quesada may issue special promotions that alter the rate at which Points are earned, such as Point Multipliers, Bonus Points, or other promotional offers on certain products, services, days, or portions of any day. Quesada may make such promotional offers to all Qlub Program participants, or any subset of them, in its sole and absolute discretion. We may communicate issuance of these promotional offers via [quesada.ca](https://quesada.ca) the Quesada Mobile App, and/or other means available to Quesada. These Terms shall apply to such offers, along with any additional terms and conditions that accompany the offer, unless you are notified otherwise.

You can view your accumulated Point balance at any time by visiting [orders.quesada.ca/single-loyalty](https://orders.quesada.ca/single-loyalty) and logging in to your Account using your Registration information. Additionally, you may ask the sales associate when presenting your Qlub Card at a Participating Location for your balance, or for a Qlub Program transaction receipt.

**Gift Card balances do not expire. However, Points accumulated within the Qlub Program may expire one (1) year after which they were accumulated or such longer time period prescribed by law. For example, if you made a point-accumulating purchase on February 15, 2023, these points will expire on February 15, 2024. The oldest Points will be used first to redeem for a Reward.**

If required by applicable laws or at Quesada's sole discretion, a notice will be sent to you at least 30 days, but no more than 60 days before your points are set to expire, advising you that (i) that the Points that have been in your Account for almost one (1) year or such longer time period prescribed by law are set to expire; (ii) the Points expiration date and (iii) the number of Points expiring on that expiration date.

In the event you return all or any part of an Eligible Purchase for which you earned Points, the Points earned in respect of such return shall be deducted from the Qlub Card used to make the returned purchase. This may cause the Point balance on your Qlub Card to become negative.

All decisions of Quesada with respect to Points (including, without limitation, the accuracy of a participant's Point total and/or the validity of any Points) are final and binding on all participants without right of appeal. Points are for promotional purposes only and have no cash value and are not exchangeable for cash. Points have no value outside of this Qlub Program. Points cannot be sold. Points cannot be assigned, transferred, exchanged, traded, bartered, purchased, bequeathed, given by gift except as may be permitted by Quesada in its sole and absolute discretion. Any Points acquired in violation of these Terms are void. The accumulation of Points does not entitle the participant to any vested rights, and Quesada does not guarantee in any way the continued availability of any reward or any other benefit.

All Points are subject to verification at any time for any reason. Quesada reserves the right, in its sole and absolute discretion, to invalidate any Points it deems to have been awarded in error, or as the result of any fraudulent activity, or any activity not in keeping with the letter and/or spirit of these Terms, as interpreted by Quesada in its sole and absolute discretion. Any Points that cannot be verified to the complete satisfaction of Quesada are subject to disqualification. Quesada will not be liable for the failure of any Points to be captured or recorded for any reason.

As may be permitted under the applicable law, Points are reduced to zero (0) upon closure of an Account (regardless of the reason for Account closure). Upon the death of a participant, the associated Account will be closed and any Points in the Account will be forfeited. Points are reduced to zero (0) upon the termination of the Qlub Program. We may terminate your Account, this agreement with you, and reduce your Points to zero (0), if your Account becomes and remains inactive for a period of one (1) year or more, or any longer period specified by applicable law. The term "inactive" means that no Points have been accumulated during that one (1) year period. If your Reward Card or Account becomes inactive or its registration is revoked, all Points accumulated in your Account will be declared void. If due to printing, production, online, internet, computer or other error of any kind, more Points are claimed or credited to a Qlub Card or Account than intended to be distributed according to these Terms (including without limitation any Bonus offer terms), then, in addition to having the right to terminate the Qlub Program immediately, Quesada reserves the right, in its sole and absolute discretion, to rescind invalid Points claims, or to deduct such invalid Points from the applicable Qlub Card(s).

## 5. Redeeming Points

Participating Qlub Program participants may redeem their accumulated Points in accordance with the table below which detail the number of points that are required for each corresponding discount level. Eligibility for use of points for any discount is subject to a minimum redemption of 400 points.

### Points Qlub Rewards

400 = Free Churros

650 = Free Pop or Jarritos

1000 = One Free Taco

1000 = Free Small Chips with Guacamole, Queso or Salsa

1500 = Free Regular Burritos or Quesada's Hot sauce bottle

2000 = Free Large Burrito, Three Tacos, Quesadilla or a Burrito Bowl)

3000 = Free Big Ass Burritos

- a. Any Points in excess of the amount redeemed for the Reward will remain on your Qlub Card and can be applied to subsequent transactions. For example, if you have 507 Points on your Qlub Card, and redeem an 500 Points, 7 Points will remain on your Qlub Card.
- b. To redeem a Reward, present your Qlub Card to the sales associate at the time of purchase, and inform the sales associate that you'd like to use your Reward.
- c. Additional personalized or special redemption offers or incentives may be distributed via email, promoted in-store, or made available via [LINK](#) that may add additional manners in which you may redeem Points. These Terms shall apply to such offers and incentives, along with any additional terms and conditions that accompany the offer, unless you are notified otherwise. Quesada reserves the right to change or suspend, at its discretion and at any time, the number and type of additional offers. To receive such redemption offers and incentives via email, you must be opted in for email communications from Quesada.

- d. **Limitations.** Your redemption of points earned through the Qlub Program cannot be combined with any other offers or discounts, unless otherwise expressly stated by Quesada. Not all Quesada stores have the ability to honour Rewards redemption or provide the Rewards redemptions.

## 6. Privacy

Quesada is committed to protecting your privacy. In connection with the Qlub Program, we collect and may use your personal information for the following purposes:

- a. To set-up, and administer the Qlub Program including the ongoing management of Rewards Accounts, and to accurately record Points and up-to-date Point balances;
- b. To process Point redemptions and issue Rewards, or other redemption offers pursuant to a special incentive offer;
- c. To allow participants to participate in promotions and contests that we may offer from time to time;
- d. To communicate with participants, including the delivery of the Quesada e-Newsletter, for those that have consented to receive it;
- e. To understand participants needs and preferences, and to help provide participants with products and services that better meet your needs or interests;
- f. To recommend our products and services that may be of interest to participants;
- g. To personalize Point redemption offers based on your Eligible Purchases, including the items purchased, the Participating Locations and times of your purchases; and
- h. For other purposes in accordance with our privacy policy, which you can find [HERE](#)

Quesada will obtain your consent before using your personal information for a purpose that has not been specified, unless the new purpose is



required by law. Participant information is considered a Quesada asset. If our business is transferred to a new owner, participant personal information may be transferred to and considered an asset of the new owner.

## **7. Qlub Program Changes**

Subject to applicable law, Quesada reserves the right to restrict, suspend or otherwise change any aspect of the Qlub Program. We may modify in whole or in part these Terms at any time. In particular, but without limiting the generality of the forgoing, we may modify:

- The eligibility conditions for participating in the Qlub Program,
- The manner in which an eligible participant participates in the Qlub Program,
- The manner and rate at which Points are earned,
- The manner and rate at which Points are redeemed,
- Points expiry conditions.

Only if required by applicable law (a “**Prescribed Notice of Amendment**”) or at Quesada’s sole discretion, in the event these Terms, or any aspect of the Qlub Program is restricted, suspended or changed, we will provide written notice of a proposed amendment to the Qlub Program. A Prescribed Notice of Amendment will be provided at least sixty (60) days and at most ninety (90) days (or such other period as may be required by applicable law) before the amendment comes into effect by posting the amended terms and conditions on the Qlub Program website at [REWARDS POLICY LINK](#), and/or by sending you notice using your email and/or mailing address and setting out the new clause, or the amended clause and how it read formerly, and the date on which the change will come into effect. Your continued participation in the Qlub Program following such notice will constitute your express consent to any amendments to these terms and conditions, or any other aspect of the Qlub Program. If the amendment entails an increase in your obligations or a reduction in our obligations, or if you should not agree to the amendment, you may refuse the amendment and rescind, or cancel your participation in the Qlub Program without cost, penalty or cancellation indemnity, by sending us notice to that effect no later than 30 days after the amendment comes into force, at the address or email address indicated in the notice.

Subject only to a Prescribed Notice of Amendment requirement (if applicable) or to notice provided by Quesada in its sole discretion, any amendment will be effective immediately upon posting the amended Terms to [quesada.ca/rewardsterms](https://quesada.ca/rewardsterms), and you waive any right you may have to receive any other type of notice of such amendment.

To the fullest extent permitted by applicable law, your continued access and participation in the Reward Program following an amendment, suspension or notice period, as applicable, constitutes your full acceptance of, and agreement to be legally bound by, the Terms and Conditions as revised. If you do not agree to the Terms and Conditions, you must immediately stop accessing and participating in the Reward Program.

## **8. Quesada Qlub Program Termination**

Subject only to a Prescribed Notice of Amendment requirement (if applicable), Quesada reserves the right, in its sole and absolute discretion, to terminate or suspend the Qlub Program in its entirety, or any component thereof, at any time on a prior written notice provided between sixty (60) and ninety (90) days (to be provided at Participating Locations, on the Rewards Website at [LINK](#) and/or through other communications to Qlub Program participants, including e-mail).

In the event the Reward Program is terminated, these Terms and Conditions will also be terminated, and your Points shall expire concurrently with the termination of the Reward Program. Quesada may, in its sole discretion and without any obligation to do so, extend the Points expiry date beyond the termination of the Reward Program.

Subject to the applicable law, Quesada reserves the right to withdraw, amend or suspend the Qlub Program (or to amend these Terms) in any way, in the event of an error, omission, technical problem, computer virus, bugs, tampering, unauthorized intervention, fraud, technical failure or any other cause beyond the reasonable control of Quesada that interferes with the proper conduct of the Qlub Program as contemplated by these Terms. Any attempt to deliberately damage any website, mobile application, or to undermine the legitimate operation of the Qlub Program in any way (as determined by Quesada in its sole and absolute discretion) is a violation of criminal and civil laws and should such an attempt be made, Quesada reserves the right to seek remedies and damages to the fullest extent permitted by law.

## 9. Gift Cards

Use the Gift Card to pay for products at a participating QUESADA® location. Reload your Gift Card at participating locations, on the Quesada mobile app or online at [orders.quesada.ca/single-loyalty](https://orders.quesada.ca/single-loyalty). Use the Gift Card as if it were cash. The Gift Card cannot be refunded or exchanged for cash except where required by law. The Gift Card cannot be replaced if lost/stolen (unless enrolled in balance protection). The purchase will be deducted from the remaining balance on the Gift Card. Use of the Gift Card is subject to the terms and conditions of use which are subject to change at Quesada's discretion and at any time, except where prohibited by law. Notices of such changes to the Terms of the Gift Cards will be in accordance with section 7 herein. To obtain the balance on the Gift Card, visit <https://cws.givex.com/cws4.0/foodtastic/check-balance/>. To obtain the Terms regarding the Gift Card, visit <https://cws.givex.com/cws4.0/foodtastic/e-gifts/>

Please note that if you register to use our Quesada mobile application and choose to link a Gift Card or Qlub Card with a Gift Card balance to your account balance on the Quesada mobile application, then the value of your Gift Card or Qlub Card will be transferred to your Quesada mobile application account and your Gift Card or Qlub Card will be disabled. You will then be able to redeem your Gift Card balance or unexpired Qlub Card balance by accessing the Quesada mobile app at participating Quesada locations in Canada.

Gift Cards may be used as personal or business gifts, but may not be used in connection with any marketing, advertising, or other promotional activities (including without limitation via websites, internet advertisements, email, telemarketing, sweepstakes/contests, direct mail, newspaper and magazine advertisements, and radio and television broadcasts) unless you obtain Quesada's prior written approval. Such approval shall be conditioned on, among other things, execution of and compliance with Quesada's standard license agreement. Use of Quesada's name, logo, trade dress (including any image/likeness of Gift Cards) or trademarks (or those of any Releasees (as such term is defined below)) in connection with the purchase or use of Gift Cards is strictly prohibited. Furthermore, the use of Gift Cards in any manner that states or implies that any person, website, business, promotion, product or service is endorsed or sponsored by, or otherwise affiliated with, Quesada or any other Releasees is prohibited.

## 10. General

- a. There are no membership fees associated with Qlub Program.
- b. Your Points, registered Qlub Card(s), and your Account under the Qlub Program are personal to you and may not be sold, transferred or assigned to, or shared with family, friends or others, except as may be permitted by Quesada in its sole and absolute discretion.
- c. Any abuse by a participant of the Qlub Program's privileges, any failure by a participant to follow these Terms, or any misrepresentation by a participant may subject the participant to expulsion from the Qlub Program, including forfeiture of all accumulated Points and/or Rewards.
- d. Quesada reserves the right to terminate your Account, your accumulated Points balance(s) on each Qlub Card associated with your Account and/or your participation in Qlub Program or and/or the use of the Gift Card if Quesada determines in its sole and absolute discretion that you have violated these Terms, or that the use of your Account is unauthorized, fraudulent or otherwise unlawful, to the extent permitted by law.
- e. These Terms constitute the entire agreement between you and Quesada regarding the use of the Gift Card, your participation in the Qlub Program, your entitlement to collect and redeem Points, Rewards and your entitlement to any other benefits of the Qlub Program, and supersede all previous versions.
- f. Except as expressly contained in these Terms, there are no conditions, representations, warranties, express or implied, statutory or otherwise. When you deal with Quesada over the Internet, you consent to the formation of contractual relations through electronic communications. Quesada has the final authority as to the interpretation of these Terms and as to any other questions or disputes regarding the Gift Card and the Qlub Program.
- g. Every effort has been made to ensure that the information herein and on any related websites is correct. However, Quesada is not

responsible for and accepts no liability in relation to any errors or omissions in printed copies of these Terms nor those published from time to time on any website.

- h. Any waiver by Quesada of the strict observance, performance or compliance by a participant with any provision of these Terms, 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 Quesada as a result of any other failure to observe, perform or comply with the provisions of these Terms. No delay or omission by Quesada in exercising any right or remedy hereunder shall operate as waiver thereof or of any other right or remedy.
- i. By virtue of participating in the Qlub Program and/or using the Gift Card, you (and your parent or legal guardian on your behalf, if you are under the age of majority in your jurisdiction of residence) hereby agree to release Quesada, and each of its parent companies, subsidiaries, affiliates, and suppliers and any other third party that may from time to time participate in the administration or operation of the Qlub Program and the Gift Card, and each of their respective officers, directors, agents, representatives, employees, successors and assigns (collectively, the “**Releasees**”) from any loss, liability, claim, demand, damage or expense asserted by any entity relating in any way to the Gift Card, the Qlub Program, your participation therein and/or the redemption and use/misuse of any Reward obtained through the redemption of Points under the Qlub Program. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ALL ASPECTS OF THE GIFT CARD AND PROGRAM ARE PROVIDED “AS IS” WITHOUT ANY CONDITION, REPRESENTATION OR WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.
- j. For participants outside the province of Québec, these Terms and Conditions are governed by the laws of Ontario and the applicable federal laws, without regard to the conflicts of law provisions of any jurisdiction. You hereby irrevocably submit to the exclusive jurisdiction of the courts of the Province of Ontario in the City of

Toronto in relation to all disputes arising from or related to the Terms, and any related matters.

- k. For participants in the province of Québec, these Terms and Conditions are governed solely by the laws of the Province of Quebec and the applicable federal laws, without regard to the conflicts of law provisions of any jurisdiction. You hereby irrevocably submit to the exclusive jurisdiction of the courts of the Province of Québec in the City of Montreal in relation to all disputes arising from or related to the Terms, and any related matters.
- l. In the event that any provision in these Terms 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.
- m. In the event of any discrepancy or inconsistency between the English Terms and disclosures or other statements contained in any Program-related materials, including, but not limited to: the website, app or the French version of these Terms, and/or point of sale, television, print or online advertising:
  - 1. for participants outside the province of Québec, the English version of these Terms shall prevail, govern and control to the fullest extent permitted by law;
  - 2. for participants in the province of Québec, the French version of these Terms shall prevail, govern and control to the fullest extent permitted by law.