

## **Maple Mate Prepaid Promotional Card Redemption (“Program”) Terms and Conditions**

By participating in the Program and submitting a submission, you are agreeing to be legally bound by these Terms and Conditions (the “Terms and Conditions”) including, but not limited to, BINDING ARBITRATION, CONDUCTING THIS TRANSACTION ELECTRONICALLY, DISCLAIMERS OF WARRANTIES, DAMAGE AND REMEDY EXCLUSIONS AND LIMITATIONS, AND A CHOICE OF NEW YORK LAW. The terms “you” and “user” refer to anyone who participates in the Program. The Program is offered by PRODUCTEURS ET PRODUCTRICES ACÉRIQUES DU QUÉBEC (“Maple from Canada”). Please read these Terms and Conditions before participating in the Program.

**NO PREPAID PROMOTIONAL CARDS WILL BE GRANTED ONCE THE MAXIMUM FUND LIMIT OF \$10,000 USD IS REACHED.**

### **1. Program Eligibility:**

- 1.1. The Program is open only to legal residents of the 50 United States and the District of Columbia, 18 years of age and older (19 in Alabama and Nebraska), who purchased a Qualifying Product (as defined below) between October 15, 2024 and December 1st, 2024, and submitted their Submission (as defined below) by December 31, 2024 or before the Funds Limit has been reached, whichever comes first, have proof of purchase and a receipt for a Qualifying Product, and who have a valid email account and U.S. mailing address (no PO Boxes allowed). Employees, retailers and distributors of Maple from Canada (“Sponsor”) and each of their respective parent, affiliates, subsidiaries, distributors, sales representatives, and advertising, promotion and judging agencies and all other service agencies involved with the Program as well as members of their immediate family (spouse, parents, children, siblings, and their respective spouses, regardless of where they reside) and household of each such employee (whether or not related) are not eligible. This Program is subject to all applicable federal, state, and municipal laws and is void where prohibited, taxed or restricted by law.
- 1.2. Limit: one (1) Program Submission (as defined below) per person/receipt.
- 1.3. “Qualifying Product” means the purchase of a brunch meal purchased by consumer at a restaurant located within the 50 United States and the District of Columbia. Brunch is defined as a late morning meal eaten instead of breakfast and lunch.

### **2. Program Period**

- 2.1. The “Registration Period” begins at 12:00:01 am Eastern Standard Time (“EST”) on October 15, 2024 and ends at 11:59:59 pm EST on December 31, 2024 or when the Fund Limit has been reached, whichever comes first. To register for the Program your Qualifying Product must be purchased between October 15, 2024 and December 1<sup>st</sup>, 2024 and you must go to [maple-mate.com](https://maple-mate.com) during the Registration Period and submit complete

and accurate information and supporting documents to register for the Program before the end of the Registration Period.

### **3. Visa Prepaid PROMOTIONAL Card Maximum Value:**

- 3.1. Reimbursement will be in the form of a Visa Prepaid Promotional Card. Prepaid Promotional Card is issued by MetaBank®, Member FDIC, pursuant to a license from Visa U.S.A. Inc. No cash access or recurring payments. Can be used everywhere Visa debit cards are accepted. Prepaid Promotional Card valid for up to 6 months; unused funds will forfeit after the valid thru date. Prepaid Promotional Card are subject to the restrictions, terms, and conditions set by Visa.
- 3.2. The maximum monetary value that can be redeemed is \$65 USD per receipt.
- 3.3. The Visa Prepaid Promotional Card value is non-negotiable and non-transferable.
- 3.4. Visa and the Visa logo are registered trademarks of Visa U.S.A. Inc. Visa U.S.A. Inc. is not a sponsor of or affiliated with this Program.

### **4. Funds Limit**

- 4.1. The maximum reimbursement amount to be paid by Maple from Canada for this Program shall not exceed the sum of ten thousand United States Dollars (\$10,000.00 USD) (“Fund Limit”). Any amount requested or accrued after the Fund Limit has been reached shall not be eligible for redemption or payment and your Submission will be denied.

### **5. Process:**

- 5.1. To redeem a Visa Prepaid Promotional Card, participants must visit the website [maple-mate.com](http://maple-mate.com) (the “Website”) and submit a request during the Registration Period with all requested information, including a copy of a valid invoice, receipt, or order confirmation with the Qualifying Purchase circled along with their name, email address, and home address (no PO boxes). The entire receipt, including the purchase date and products purchased must be readable. **Handwritten invoices or receipts will not be accepted.**
- 5.2. The registration information collectively with any other submitted content constitutes a “Submission.” Submissions subject to confirmation and verification.
- 5.3. Participants must comply with all of these Terms and Conditions to qualify for the Program. Upon verification of a valid Submission, Maple from Canada or its agent will mail user via USPS first class mail (UPS or DHL for international delivery) one (1) prepaid promotional card (“Prepaid Promotional Card”), containing a value equal to the

amount spent for the Qualifying Product, up to \$65 USD total. Please allow 10-12 weeks from submission date for delivery of Prepaid Promotional Cards. Prepaid Promotional Cards as subject to the terms, conditions, and restrictions as set forth by the issuer. Prepaid Promotional Cards issuer will be determined by Maple from Canada in its sole discretion. No cash redemption will be offered.

## **6. Verification and Processing:**

- 6.1. All Submissions will be subject to verification by the Program organizer.
- 6.2. Incomplete or inaccurate Submissions will be disqualified.
- 6.3. Upon successful verification, Prepaid Promotional Cards will be processed within 6-8 weeks.
- 6.4. All Submissions and Participants are subject to verification at any time and for any reason. Maple from Canada reserves the right, in its sole and absolute discretion, to request additional information when processing a Submission request. If a Submission is incomplete or fails to meet any of the Terms and Conditions, no Prepaid Promotional Card will be issued. Participants should keep copies of all Submission documents; all Submissions become the property of Maple from Canada and will not be returned.

## **7. Disqualification:**

- 7.1. Maple from Canada is not responsible for computer system, phone line, hardware, software or program malfunctions, or any other errors, failures or delays in computer transmissions, the website, or network connections that are human or technical in nature.
- 7.2. Maple from Canada reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the registration process, the Website, or the operation of the Program or to be acting in violation of these Terms and Conditions of this or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Program may be a violation of criminal and civil law, and, should such an attempt be made, Maple from Canada reserves the right to seek damages from any such person to the fullest extent permitted by law.
- 7.3. Any attempt to use fraudulent, repetitive, fictitious, or altered receipts will result in individual's immediate disqualification.

## **8. Privacy and Data Protection:**

- 8.1. By participating, you agree to Maple from Canada use of your personal information as described in its Privacy Policy located at [maple-mate.com](http://maple-mate.com). By participating, you consent

to such collection, use and disclosure.

**9. Communication:**

- 9.1. Participants may be contacted via the provided email address for purposes of verification and notification of Prepaid Promotional Card status.

**10. Program Organizer's Discretion:**

- 10.1. Maple from Canada reserves the right to modify, suspend, or terminate the Program at any time without prior notice.

**11. Governing Law:**

- 11.1. This program is governed by the laws of the state of New York, United States and any disputes will be subject to the jurisdiction of the appropriate courts.
- 11.2. By participating in this Program, you agree to abide by these Terms and Conditions. Maple from Canada reserves the right to amend or modify these Terms at any time, and all decisions made by the Sponsor are final and binding.

**12. Arbitration, Waiver of Right to Jury Trial and Agreement to Individual Resolution**

- 12.1. Agreement to Mandatory Arbitration, Choice of Court

- 12.1.1. Any controversy or claim arising out of your these Terms and Conditions and/or the Program, shall be settled by binding arbitration before Judicial Arbitration and Mediation Services (“JAMS”), in a location determined by the arbitrator as set forth herein (provided that such location is reasonably convenient for claimant), or at such other location as may be mutually agreed upon by the parties, in accordance with the procedural rules for commercial disputes set forth in the Comprehensive Arbitration Rules and Procedures of JAMS (“JAMS Rules and Procedures”) then prevailing, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitrator shall be selected pursuant to the JAMS Rules and Procedures. Please go to [www.jamsadr.com](http://www.jamsadr.com) to see a complete copy of the JAMS Rules and Procedures or to submit a claim for arbitration.

- 12.2. Applicable Law, Severability

- 12.2.1. In resolving a claim for arbitration, the arbitrator shall apply New York law consistent with the Federal Arbitration Act and applicable statutes of limitations and shall honor claims of privilege recognized at law. In the event that you are

able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, we will pay as much of your filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. If any part of this arbitration provision is deemed to be invalid, unenforceable or illegal (other than that claims will not be arbitrated on a class or representative basis), or otherwise conflicts with the rules and procedures established by JAMS, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, the portion that is deemed invalid, unenforceable or illegal is that claims will not be arbitrated on a class, representative, or collective basis, or as a private attorney general on behalf of other persons similarly situated, then the entirety of this arbitration provision shall be null and void, and neither you nor we shall be entitled to arbitrate the dispute. Upon filing a demand for arbitration, all parties to such arbitration shall have the right of discovery, which discovery shall be completed within sixty days after the demand for arbitration is made, unless further extended by mutual agreement of the parties. Disputes regarding the arbitrability of any claim shall be resolved by the arbitrator.

**13. Jury Waiver**

13.1. BY AGREEING TO THE ARBITRATION OF DISPUTES AS SET FORTH HEREIN, YOU AGREE THAT YOU ARE WAIVING YOUR RIGHT TO A JURY TRIAL AND LIMITING YOUR RIGHT TO APPEAL. DO NOT USE THIS SITE IF YOU DO NOT AGREE TO THE FOREGOING BINDING ARBITRATION PROVISIONS.

**14. Class Action Waiver**

14.1. THE ARBITRATION OF DISPUTES PURSUANT TO THIS PARAGRAPH SHALL BE IN YOUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION OR REPRESENTATIVE PROCEEDING. YOU MAY NOT BRING ANY CLAIM AS A PRIVATE ATTORNEY GENERAL ON BEHALF OF OTHER SIMILARLY SITUATED PERSONS. THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN THE CLAIMS OF OTHER PERSONS OR PARTIES WHO MAY BE SIMILARLY SITUATED.

**15. Program Updates and Additional Terms**

15.1. From time to time Sponsor may update the Program and these Terms and Conditions. Sponsor reserves the sole right to either modify or discontinue the Program at any time with or without notice to you, if any fraud, bugs, virus, technical failures, Force Majeure or any other factor beyond its reasonable control impairs the integrity or proper functioning of the Program, or for any other reason, as determined by Sponsor in its sole discretion. An event of "Force Majeure" means an act beyond Maple from Canada's

reasonable control, including, but not limited to, acts of God, including but not restricted to, fire, storm, flood, or earthquake, explosion, accident, acts of the public enemy, war, actual or threatened terrorism, rebellion, insurrection, sabotage, epidemic, quarantine restrictions, transportation embargoes, electronic virus, electronic attack or infiltration, internet disturbance, or governmental enactment, rule or regulation.

- 15.2. Maple from Canada is not responsible for lost, late, misdirected, undelivered, incorrect, or inaccurate Submission information whether caused by Internet users or by any of the equipment or programming associated with or utilized in the Program or by any technical or human error which may occur in the processing of the Submissions. Maple from Canada is not responsible for mail lost, late, damaged, misdirected, incomplete, incorrect, illegible or postage due requests by the US Post Office. Maple from Canada is not responsible for any change of email address, mailing address and/or telephone number of users.
- 15.3. Maple from Canada shall not be liable to you, or any third party should Maple from Canada exercise its rights hereunder. Maple from Canada's failure to enforce any term of these Terms and Conditions shall not constitute a waiver of that provision.

**16. Program offered by:**

Producteurs et productrices acéricoles du Québec  
555, boul. Roland- Therrien, bureau 525, Longueuil,  
Province of Quebec, Canada, J4H 3Y9

**17. Contact Information for Bill the Maple Prepaid Promotional Card Redemption**

Support phone number: 1-877-630-2345  
Support email: [help@datarebate.com](mailto:help@datarebate.com)