

## Recreation Gift Card Terms and Conditions of Use

**IMPORTANT – PLEASE READ:** The following agreement describes the terms and conditions that apply to the prepaid account of your Recreation Gift Card between you and The City of Calgary.

By using your Recreation Gift Card, you agree to these terms and conditions of use. Please keep a copy of this agreement for your records. The terms and conditions of this agreement will govern the use of the Recreation Gift Card by you or anyone else who holds or uses the Recreation Gift Card.

## **Exclusions:**

• Recreation Gift Cards can only be used to purchase inventory items, courses and facility entrances at facilities utilizing the software system on the Point of Sale machines.

## This excludes:

- Drop-in admission at arenas (outside the leisure centres)
- Inventory items at the Wildflower Arts Centre and the North Mount Pleasant Arts Centre
- Items sold in any vending machines

**PLEASE NOTE:** Recreation Gift Cards cannot be purchased at, or redeemed for, products and services at municipal golf courses. However, golf specific gift cards can be purchased during the golf season at any City golf facility. Our golf course locations include:

- Confederation Park
- Lakeview
- Maple Ridge
- McCall Lake
- Richmond Green
- Shaganappi Point

## **Conditions:**

1. Sale, redemption and reloading gift cards must be done in person with the Gift Card present.

- 2. Recreation Gift Cards have no expiry date.
- 3. There is no administration fee associated with the sale or redemption of Recreation Gift Cards.
- 4. There is a minimum of \$5.00 purchase amount on Recreation Gift Cards.
- 5. Recreation Gift Cards may be purchased using Visa, American Express, MasterCard, Debit or Cash. Cheques will not be accepted as a method of payment.
- 6. The City of Calgary Recreation is NOT responsible for lost or stolen cards. Please handle these cards as you would cash.
- 7. No interest, dividends, or any other earnings on funds deposited onto a Recreation Gift Card will accrue or be paid or credited to Gift Card holder by The City of Calgary.
- 8. The City of Calgary reserves the right not to accept, load, re-load or re-issue any Recreation Gift Card or otherwise limit the use of a Recreation Gift Card if we reasonably believe that the use is unauthorized, fraudulent or otherwise unlawful.
- 9. The City of Calgary reserves the right to correct the balance of a Recreation Gift Card account if we believe that a clerical, billing or accounting error occurred. The City of Calgary shall have no liability for any billing error unless the cardholder provides us notice within sixty (60) days of the date of the transaction in question. Cardholders should monitor their transactions and account balances closely.
- 10.The City of Calgary may amend the terms or conditions of use of the Recreation Gift Card at any time, including any rights or obligations the cardholder or we may have. We will post the terms and conditions of use on our web site at www.calgary.ca/recreation. As permitted by applicable law, any amendment will become effective at the time we post the amended agreement on our web site or as otherwise stated in our notice to cardholders. Unless otherwise stated, the amendment will apply to any future and existing Recreation Gift Cards. Cardholders are deemed to accept the amendments if (1) they do not notify us to the contrary in writing within twenty (20) days of the date of our notice or such other time specified in the notice, or (2) they use your Recreation Gift Card after such notice period. If the cardholder does not accept the amendments, upon written request, your Recreation Gift Card will be refunded to you.
- 11. The City of Calgary may suspend or terminate this agreement in whole or in part at any time and for any reason or no reason without notice or liability to the cardholder, including in connection with the termination of the Recreation Gift Card program. If we terminate this agreement without cause, we will refund or issue store credits equal to the balance held in your Recreation Gift Card account.
- 12. This agreement shall be governed by and construed in accordance with the laws in force in the Province of Alberta, Canada.
- 13. These Recreation Gift Card Terms and Conditions of Use apply to any and all use of a Recreation Gift Card. In the event any changes to the wording are made and posted by The

City of Calgary from time to time, the version that is current at the time of use of the Recreation Gift Card will apply. In the event of any of these terms and conditions of use being determined by a competent authority to be uncertain or unenforceable, the affected provision is to be read down to eliminate the word or words that is or are uncertain or unenforceable, and the remainder is to remain in full force and effect.

14.If you have any questions or wish to send us any notice regarding this agreement or your Recreation Gift Card, please visit our web site at www.calgary.ca/recreation or call us at 3-1-1.