



Panago Go Card – Terms + Conditions

1. INTRODUCTION

This Agreement contains the full set of terms governing your use of the Panago Go Card. The Panago Go Card is issued to you by Panago Pizza. Read this Agreement carefully before using the Panago Go Card, and keep a copy of this Agreement for your records. If you have any questions or would like more information about your Panago Go Card, please visit a Panago location near you.

2. ACCEPTING THE GO CARD AND AGREEING TO THESE TERMS OF USE

By using the Go Card, you accept the Go Card on the terms and conditions contained in this Agreement (the "Terms of Use") and agree to be bound by these Terms of Use. This Agreement is effective from the date on which you first use the Go Card.

3. GO CARD USE

The Panago Go Card is a prepaid, stored value card that you can use only at participating Panago Pizza locations in Canada. You can purchase any menu or merchandise item with your Go Card at Panago Pizza locations, where point of sale technology permits. The available balance on your Go Card can be applied to your purchase. Menu and merchandise items for sale and their prices are listed at Panago Pizza locations.

The dollar value loaded on your Panago Go Card is non-refundable and may not be redeemed for cash. No credit card, credit line, overdraft protection or deposit account is associated with a Panago Go Card. No interest, dividends or other return will be payable or accrue to you on funds loaded onto a Panago Go Card. You shall not use your Panago Go Card for any unauthorized, fraudulent or unlawful purpose.



4. TRANSACTIONS MADE WITH THE PANAGO GO CARD

How to Load the Go Card at Stores

You can purchase a Panago Go Card at participating Panago locations in Canada by selecting the value you wish to be loaded on the Go Card. A minimum of \$5.00 and a maximum of \$100.00 at a time can be loaded on each Go Card. Pay for your Go Card using a credit card, debit card or cash. Your Go Card is activated through our point of sale system. If you purchase a Panago Go Card as a delivery order, minimum delivery order and delivery charges apply. All amounts loaded onto your Panago Go Card are in Canadian dollars.

Purchases Exceeding the Go Card Value

Your Go Card may only be used to make purchases up to the remaining card value. If you wish to make a purchase for an amount that exceeds the remaining card value, you may pay the balance using another payment method. You can also re-load your Go Card with additional funds.

Checking Your Go Card Balance

In order to check your balance you will need to have your Panago Go Card available. You can check the balance of your Panago Go Card on our website at www.panago.com, at a participating Panago Pizza location or, by calling 1-800-823-3426. For balance inquiries by phone or online, you will be required to provide the Go Card Number on your card prior to getting access to the card information. You will not receive statements of itemized transactions regarding your Panago Go Card account. The account balance for your Panago Go Card also will appear on your receipt from a Panago Pizza location point-of-sale terminal.

Validity and Non-Expiry of the Go Card

Panago does not charge any fees for the issuance, activation, or use of your Panago Go Card. The card does not expire. The Panago Go Card is non-refundable and may not be redeemed for cash.

Lost or Stolen Go Card

Treat your Panago Go Card like cash. If your Panago Go Card is lost, stolen, or destroyed, the card cannot be replaced.



5. LIABILITY

You are responsible for the use and safety of your Panago Go Card. You are liable for all transactions on your Panago Go Card. Panago Pizza reserves the right not to accept any Panago Go Card or otherwise limit use of a Panago Go Card if we reasonably believe that the use is unauthorized, fraudulent or otherwise unlawful.

6. CHANGES TO TERMS OF USE, CANCELLATION

We reserve the right to change, add to or delete any of the Terms of Use at any time. Changes, additions or deletions to the Terms of Use, will become effective at the time we post them to our website and/or at participating Panago locations.

We further reserve the right to suspend or terminate this Agreement, at any time with or without cause, and without notice or liability. If we terminate this Agreement without cause, we will refund or issue store credits equal to the balance held in your Panago Go Card account, less any amounts that you may owe us.

7. PRIVACY AND CONFIDENTIALITY

The Panago Pizza Privacy Policy applies to the collection, use and disclosure of information relating to your Panago Go Card. A copy of the Panago Pizza Privacy Policy is available at www.panago.com.

8. FORCE MAJEURE

To the extent permitted by law, we will not be liable to you for any loss or damage (whether direct or consequential), nor be in default under these Terms of Use for failure to observe or perform any of our obligations under these Terms of Use for any reason or cause which could not, with reasonable diligence, be controlled or prevented including acts of God, acts of nature, acts of government or their agencies, strikes or other industrial action, fire, flood, storm, riots, power shortages or failures, sudden and unexpected system failure or disruption by war or sabotage.

9. GOVERNING LAW

This Agreement shall be exclusively governed by and construed in accordance with the laws of the Province of British Columbia. The parties shall attorn to the exclusive jurisdiction of the courts of the Province of British Columbia.



10. DISCLAIMER

WE MAKE NO WARRANTIES, EXPRESSED OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE PANAGO GO CARD. THERE ARE NO CONDITIONS, WARRANTIES OR REPRESENTATIONS EXPRESSED OR IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO THE PANAGO GO CARD OR ITS USE UNLESS CONTAINED OR REFERRED TO IN THESE TERMS OF USE. THIS STATEMENT DOES NOT LIMIT, DISCLAIM OR EXCLUDE MANDATORY PROVISIONS OF CONSUMER PROTECTION OR OTHER APPLICABLE LEGISLATION.

WE WILL NOT BE LIABLE TO YOU FOR ANY DAMAGES EXCEPT ACTUAL AND DIRECT DAMAGES, AND SUCH DAMAGES SHALL NOT EXCEED THE LAST BALANCE HELD ON YOUR PANAGO GO CARD. UNDER NO CIRCUMSTANCES WILL WE HAVE ANY LIABILITY FOR UNAUTHORIZED ACCESS TO, OR ALTERATION, THEFT OR DESTRUCTION OF A PANAGO GO CARD THROUGH ACCIDENT, MISUSE OR FRAUDULENT MEANS OR DEVICES BY YOU OR ANY THIRD PARTY.

11. ENTIRE AGREEMENT, SEVERABILITY

This Agreement represents the whole agreement between you and Panago Pizza relating to your Panago Go Card. If any term of this Agreement is held by a court to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability will not affect the other or remaining terms of this Agreement.

12. INQUIRIES, ERRORS OR COMPLAINTS

Go Cards

Panago reserves the right to correct the balance of your Panago Go Card account if we believe that a clerical, billing or accounting error has occurred. If you have reason to believe that an error has occurred in relation to your Panago Go Card, please call 1-800-823-3426.

Goods or Services

Any complaints about menu and or merchandise items purchased with a Panago Go Card must be resolved directly with the store concerned.

If you have any further questions or comments, please email us at customercare@panago.com, or call 1-877-997-1234. You can also send mail to:

Panago Pizza Head Office at 33149 Mill Lake Road, Abbotsford, British Columbia, V2S 2A4.