

Netivot HaTorah Promo Code Terms & Conditions

Acceptance of Terms

1. **Acknowledgement and Acceptance:** By entering the promo code provided to you, you acknowledge that you have received, read, understood and agree to these Promo Code Terms and Conditions ("**Promo Terms**") and wish to participate in the Netivot HaTorah Digital Gift Card Program (the "**Program**") subject to the Promo Terms. The Promo Terms take effect at the time you click the "Accept" button.
2. **Canadian Residents Only.** The Program is only available to individuals who are residents in Canada and have been invited to participate by Netivot HaTorah.
3. **UGO Wallet Required:** You must be enrolled in the **UGO Wallet** in order to participate in the Program.
4. **Most Current Terms:** The most current version of the Promo Terms will be posted in the Marketplace section within the UGO Wallet. Posting of the Promo Terms on Marketplace is deemed notice to you of the Promo Terms, where notice is required or permitted to be given hereunder. The Promo Terms are subject to change by us without notice to you other than posting the most recent terms in the Marketplace section within the UGO Wallet.
5. **Terms are Supplemental:** The Promo Terms are in addition to the terms and conditions available at ugo.ca/terms-conditions (the "**Other Terms**"). If there is a conflict between the Promo Terms and the Other Terms, the Promo Terms will prevail to the extent necessary to resolve the conflict.

Program Overview

6. **Program Participation:** Your participation in the Program will allow you to support the fundraising initiatives of Netivot HaTorah by using the UGO Wallet to purchase e-Gift Cards from participating merchants. You acknowledge and understand that Netivot HaTorah and UGO have an arrangement under which UGO is to pay a percentage of your e-Gift Card purchases from participating merchants that are made via the UGO Wallet to Netivot HaTorah.
7. **Only One Program:** You may support only one Program (that is, the Netivot HaTorah Program) at a time through the UGO Wallet and you may not enter more than one promo code at a time.
8. **No Charitable Receipts:** You acknowledge and agree that UGO will not, and will not be obligated to, provide any receipts for charitable purchases.
9. **Program Period:** The Program is valid from September 1st, 2019 and expires on August 31st, 2020 ("**Program Period**"). E-Gift Cards purchased by you through the UGO Wallet at any time during the Program Period will contribute towards Netivot HaTorah's fundraising initiatives. Any E-Gift Cards purchased by you outside of the Program Period will not contribute towards those initiatives. UGO may, at its sole discretion, change, extend, limit, suspend, or withdraw this Program at any time and without notice to you.

10. **You May Withdraw Your Participation:** You may withdraw and end your participation in the Program at any time by contacting UGO at contactus@ugo.ca. Any e-Gift Cards purchased before the date of withdrawal will continue to be valid. UGO will require up to five business days from the day you submit your request to withdraw and end your participation in the Program to process the request. Purchases made while requests are being processed by UGO will continue to support the fundraising initiatives of Netivot HaTorah.
11. **We May Cancel Your Participation:** UGO may, at its discretion, cancel your participation in the Program, including if and when you are or become ineligible for the Program or when we suspect fraudulent or other illegal activity or when we suspect you are breaching the Promo Terms or the Other Terms (including by allowing others who have not accepted the Promo Terms or who are not currently in the Program to make purchases using the UGO Wallet).
12. **Errors:** UGO reserves the right to make any adjustments and correct any errors pertaining to your purchases or your participation in the Program, at any time and for any reason, including if purchases have been erroneously attributed to you or if the value of your purchases has been over/understated. If your purchase of an e-Gift Card through the UGO Wallet is not properly attributed to you, please notify UGO at contactus@ugo.ca. If you do not notify us of such error or omission within 30 days from the date of the purchase transaction, the purchase may not be properly attributed to you and UGO will be released from all claims that may be asserted by you in respect of such error or omission.

Data Collection, Use and Sharing

13. UGO and its employees, agents and service providers may collect, use and share your personal information from time to time for the purposes of enrolment and administration of your participation in the Program and administration of the fundraising initiatives of Netivot HaTorah.
14. UGO will provide Netivot HaTorah with periodic Program reporting including, but not limited to, your email address, amount and types of gift cards purchased, and amount of payments accruable to Netivot HaTorah resulting from your participation in the Program.
15. Personal information that UGO collects is also subject to our **Privacy Policy** (available at ugo.ca/privacy) and **Privacy Terms as outlined in the terms and conditions** (available at www.ugo.ca/terms-conditions) and may be used and shared by UGO for the purposes set out therein.

Liability Disclaimer

All products, services and reports that UGO provides in connection with the Program (including the e-Gift Cards or the UGO Wallet) are provided "as is," and UGO makes no guarantees that they always will be safe, secure, or error-free, or that they will function without disruptions, delays, or imperfections. To the extent permitted by law, UGO also DISCLAIMS ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

By participating in the Program, you release, and discharge UGO, its affiliated companies, its advertising agencies, fulfilment and promotional partners and their respective officers, directors, shareholders, employees, agents and subcontractors (collectively the "Released Parties") from all liability or damages that may arise out of your participation in the Program or your acceptance, use, inability to use, or misuse of the e-Gift Cards, or the UGO Wallet.

Furthermore, the Released Parties are not responsible and shall have no liability for any unavailability, interruption or failure of any computer, mobile device, software, hardware, network, telecommunications or internet provider, or website that in any way impacts or affects UGO's ability to deliver the Program.