

**These Terms of Use apply to all Charity Cards issued by Place2Give Foundation.**

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**I. Definitions**

**"Card Number"** means the 10-alpha-numeric sequence that appears on the back of your Charity Card;

**"P2G"** means Place2Give Foundation; a Canadian registered charity #833678840RR0001 of #109, 5760 – 9<sup>th</sup> St. SE, Calgary, AB T2H 1Z9, Canada;

**"Charity Card"** means the Card that Gives, Charity Card that you have purchased or received, such as one of the following: online via [www.TheCardThat.Gives](http://www.TheCardThat.Gives), [www.Place2Give.com](http://www.Place2Give.com), [www.DexterityVentures.com](http://www.DexterityVentures.com), a kiosk or from the Place2Give Foundation offices located in either Calgary or Toronto;

**"Purchaser"** means the person or company to purchased the Card that Gives

**"Redeemer or Recipient"** means the person or company who received the card to redirect the value to a charity of their choice

**"Remaining Card Value"** means, at any time, that portion of the initial value loaded onto your Charity Card which is unspent and can be accessed by using the Charity Card in accordance with these Terms of Use;

A reference to **"we"** or **"us"** is a reference to Place2Give Foundation;

A reference to **"you"** or **"your"** is a reference to the person who is in possession of the Charity Card at the relevant time for the purposes of these Terms of Use, or who authorises another person to do something with or to the Charity Card on their behalf.

**II. Introduction**

This document contains the full set of terms of use governing your use of the Charity Card.

We recommend that you read this document carefully before using the Charity Card. If you have any questions or would like more information about your Charity Card, please call 1-866-936-GIVE (4483) or email us at [support@place2give.com](mailto:support@place2give.com).

**III. Accepting the Charity Card and agreeing to these Terms of Use**

By purchasing, redeeming or attempting to redeem a Charity Card, you:

accept and agree to be bound by these Terms of Use; and acknowledge that you have read and understood our Privacy and Security Notice that can be found at <http://store.thecardthat.gives/privacy-policy> or by calling -866-936-GIVE (4483). The Card that Gives is a product of the Place2Give Foundation

**IV. Charity Card Inclusions & Exclusions**

## **A. Inclusions**

THE CARD THAT GIVES is redeemable online at:

- [www.TheCardThat.Gives](http://www.TheCardThat.Gives)
- [www.Place2Give.com](http://www.Place2Give.com)
- [www.DexterityVentures.com](http://www.DexterityVentures.com)

It will also be made available at shopping malls in Calgary as of November 2015 and through our offices in Calgary - #109, 5760 – 9<sup>th</sup> St. SE, Calgary, AB T2H 1Z9 and Toronto c/o The Centre for Social Innovation – Annex 720 Bathurst St, Toronto, ON M5S 2R4.

## **B. Exclusions**

### **General exclusions (all Charity Card values)**

- The Charity Card is not accepted for philanthropy consulting services offered by Dexterity Ventures Inc., or philanthropy technology products and/or services offered by Dexterity Ventures Inc.
- The Charity Card can only be used for charitable purposes
- The Charity Card is not available for donations to US registered 501(c)3
- Charity Cards cannot be used to reload other charity cards
- Under no circumstances are you permitted to on-sell or re-sell Charity Cards to staff, team members or third parties except as agreed with Place2Give Foundation in writing.

### **V. Transactions made with the Charity Card**

How and where you can use the Charity Card

Your Charity Card may only be used online at [www.TheCardThat.Gives](http://www.TheCardThat.Gives). The identity of the charities who may be able to receive funds from the Charity Card through the Place2Give Foundation may change from time to time.

You acknowledge that the Charity Card may not be used:

- To pay or purchase or license philanthropy technology products services from Dexterity Ventures Inc.
- To pay or purchase philanthropy or non-profit management consulting services from Dexterity Ventures Inc. or its subsidiaries
- To make donations to US charities or other unqualified donees as recognized by the CRA

### **VI. Ordering**

Placement of an Order by you is an irrevocable offer by you to purchase the Charity Cards you have ordered.

Place2Give Foundation is not obliged to accept your Order and we may accept or reject your Order for any reason, including suspected fraud, unavailability of any product, failure to provide proof of age, an error in the price or the product description or an error in your Order.

The contract with Place2Give Foundation, as the case may be, for the purchase of Charity Cards described in your Order only becomes binding when we notify you that we have accepted your Order and receipt of your payment has been confirmed.

To place an Order, visit [www.TheCardThat.Gives](http://www.TheCardThat.Gives) and complete the order form. By completing the purchase either through our online e-commerce provider or by remittance of cheque made payable to the Place2Give Foundation, you are accepting the terms of use.

Charity Cards are pre-loaded in denominations of \$25, \$50, \$75 and \$100 Canadian. Customized amounts may be considered for bulk and/or corporate customers on a case-by-case basis. Value of card must be selected at time of purchase.

Corporate and/or bulk purchasers will be given the option to pre-select charity(ies) for disbursement of funds for un-claimed cards following a year from order confirmation.

Order Forms must be complete, legible and lodged with Place2Give Foundation before 4.00pm MST for next day processing. Orders received after this time will be deemed received on the next business day. Virtual cards will be issued upon receipt of payment.

Confirmation of payment by you is required prior to Charity Card Orders being approved for production and release. To avoid doubt, confirmation of payment and approval into production is presumed for Orders purchased by credit card once payment is approved. Where payment is by credit card (for in-office purchases only), the credit card holder's signature may be required on the Charity Card Order Form.

The Place2Give Foundation will issue a tax receipt at the time of processing your Order. The tax receipt will reflect the value of the Charity Card excluding Activation Fees, Shipping & Handling, and third party processing fees. An Order Confirmation is issued to you once payment is confirmed and an Order is approved for production. Order Confirmations are emailed to the registered contact and are system-generated.

Orders will be processed and delivered within approximately five (5) to seven (7) business days from the date of Order Confirmation. Virtual Charity Cards will be emailed to the purchaser immediately upon processing order.

Orders are subject to confirmation and acceptance by Place2Give Foundation

All Charity Cards in an Order will be attached to a Charity Card spreadsheet with the following card information:

- a) 10-digit card number
- b) Card issue date
- c) Card value
- d) Confirmation of pre-selected charity(ies) for un-used cards after one year

Users who are in possession of a card that was purchased by a business will visit the card that gives website ([www.thecardthat.gives](http://www.thecardthat.gives)) and enter their unique pin via the redemption link. Once the pin is entered - the user will be directed to a unique page ([www.thecardthat.gives/direct\\_funds.jsp?encoded\\_data\\_specific\\_to\\_the\\_pin](http://www.thecardthat.gives/direct_funds.jsp?encoded_data_specific_to_the_pin)).

On this page the end-user will be able to:

- Direct the available funds to one or more charities (minimum \$10 per charity)
- See the logo of the business they received the card from
- View what charities the cards that business has given out have directly supported both in terms of category of support and dollars given

Businesses/bulk purchasers will also have access to a special page

([www.thecardthat.gives/view.jsp?encoded\\_data\\_specific\\_to\\_the\\_business](http://www.thecardthat.gives/view.jsp?encoded_data_specific_to_the_business)) where they can:

- View and track how their cards are doing,
- Which ones have been redeemed,
- What charities have been supported and total amount given.

Sharing of this information to the public is at the discretion of the purchaser. Place2Give Foundation and The Card That Gives will not disclose any information to the general public about the use of proceeds without the expressed consent of the purchaser and the end-user.

By receiving the Charity Card this constitutes Purchaser confirmation of delivery. Cards should be treated like cash and are activated upon purchase. All orders will be sent via Canada post with a tracking number. Should an order not be received please email to [support@place2give.com](mailto:support@place2give.com) or call 1-866-936-GIVE (4483)

**A. Order Activation**

Cards have a face value of the amount printed on card. For cards that are not activated within thirty (30) days of receipt of delivery, Place2Give Foundation will contact Purchaser. There is a full year between date of delivery to the date of direction to a charity before the funds revert to the Place2Give Foundation Grants Committee for direction to an area of greatest need or to a charity of the Purchaser's choice.

It is the responsibility of you and the nominated Delivery Recipient to ensure that an Order is confirmed.

Orders placed in 2015 must be confirmed by phone or email with Place2Give Foundation.

Please check your Order carefully prior to distributing to your end user. If you find a discrepancy, do not activate the Order or distribute any of the cards, and contact Place2Give Foundation immediately at 1-866-936-4483 (GIVE)..

**B. Order Cancellations**

An Order can be cancelled:

- a) Prior to payment being cleared, at no additional cost, or
- b) Subsequently prior to activation of the Order, in which case cancellation charges will apply.
- c) Partly Redemed Orders (i.e. if one or more cards have been redeemed) cannot be cancelled.

Place2Give reserves the right to decline a cancellation request:

- a) If the Order has already been activated;
- b) If the request relates to the cancellation of a part Order;
- c) If the Order has already been cancelled; or
- d) For any other reason at the absolute discretion of Place2Give Foundation.

After an Order is cancelled, it is the nominated Delivery Recipient's responsibility to return all Charity Cards ordered and the Issue Confirmation to: Place2Give Foundation #109, 5760 – 9<sup>th</sup> St. SE, Calgary, AB T2H1Z9.

Place2Give Foundation reserves the right to cancel an Order if it is:

- a) Not paid for in full within 30 days of the Order Date;
- b) Not confirmed within 30 days of receiving your Order;
- c) Not accepted at the nominated delivery address within 30 days of the dispatch date; or
- d) Deemed by Place2Give Foundation to be fraudulent or possibly fraudulent.

We will refund all money received from you (less any applicable fees and charges) in the form of a cheque or direct debit for all approved cancellations.

To discuss the cancellation of an Order, contact Place2Give Foundation at 1-866-936-4483 (GIVE).

**VII. Price and Payment**

For each Order, you will be charged the price of the Charity Cards plus any applicable service charges, such as Activation Fee, Shipping & Handling, and any e-commerce fees applicable to this purchase (i.e. PayPal, Square,

Stripe or WePay). There is no GST applicable to the purchase price of Charity Cards as Place2Give is a registered charitable Foundation.

Orders can be paid for by: Direct Debit, Cheque, MasterCard, Visa, and American Express. If you pay by cheque, please allow 3-5 working days for cheque clearance.

Cancelled Orders may attract a fee. Please call Place2Give Foundation 1-866-936-GIVE (4483) to discuss applicable charges and refer to Section – “Cancellations”

Payment must be received in full within 30 days of the Order date, failing which the Order may be cancelled under clause “Cancellations”

Orders will not be processed until payment is cleared.

**A. Discount on price**

Negotiated or applicable discounts:

Place2Give Foundation, in its absolute discretion, may agree to offer a discount on the Activation Fee payable by you for Charity Cards.

Place2Give Foundation reserves the right to withdraw or decrease any discount at the end of the Term (as defined below) without cause provided that Place2Give Foundation may withdraw a discount immediately (ie. prior to the end of the Term) if it reasonably believes that the information provided by you and used by Place2Give to determine (i) whether to apply a discount and (ii) the amount of the discount with respect to such Term is no longer correct.

Terms of discount:

- a) An offered discount will be applicable for a term agreed between the parties (“Term”).
- b) The discount will be reviewed 30 days prior to the expiry of the discount under clause Order Cancellation VI (B), and the Place2Give Foundation will notify any change to you.
- c) A discount is only valid when official Orders are placed through Place2Give Foundation
- d) Place2Give Foundation may also stipulate that a nominated and negotiated method of payment is required for the discount to apply. Such nominated and negotiated methods of payment will be the only method of payment accepted for Orders placed by you.

**B. Refund and exchanges**

Refunds or exchanges on Orders are not available unless the Charity Cards are proven to be faulty or damaged as a result of the production or delivery process or in the case of breach of a Consumer Guarantee.

**C. Goods and Services Tax (GST)**

GST will not apply to the sale of a Charity Card.

Additional surcharges such as delivery are inclusive of GST.

Cancellation charges are inclusive of GST.

**VIII. Delivery**

Subject to their availability, Charity Cards will be sent to the Delivery Recipient at the street address nominated on the Charity Card Order Form.

All Orders are delivered via Canada Post to a nominated delivery address for plastic and paper cards or via email to the nominated email address for virtual cards.

In the event that your business does not take delivery of an Order, the Order will be delivered at a time agreed between you and the courier company.

An Order must be accepted at the nominated delivery address within 30 days from the date it is dispatched. Refer to Section "Cancellations".

The Delivery Recipient must review the Charity Card spreadsheet that is provided with the Order before distributing to end users. If a discrepancy is identified, do not use any of the cards, and contact Place2Give immediately at 1-866-936-4483 (GIVE). Refer to Section "Order Activation".

If your Charity Cards are damaged, or you believe they have been tampered with prior to receipt, you must contact Place2Give Foundation immediately at 1-866-936-4483 (GIVE).

#### **IX. How to Disburse Funds to a Charity via the Charity Card (online)**

1. Confirm that the card does not have any visible damage prior to use
2. Visit [www.TheCardThat.Gives](http://www.TheCardThat.Gives) and enter 10-digit card number on back of card
3. Search from a database of 90,000 registered charities in Canada
4. Select the organizations to disburse funds to
5. A minimum of \$10.00 and a maximum of \$100.00 (depending on the value of the card) can be disbursed to a charity from the cards at any time. Cards can be split amongst any number of charities provided the value of the donation is not less than \$10/charity
6. The transaction will be completed when the end user confirms the charity selection and clicks on the donate button
7. The full amount of the card must be used at the time of redemption. If you are unable to use the full card – please wait until you are able to do so before using your card.
8. 5% donation processing fee will be taken at the time of the disbursement to cover transfer fees to the charities.
9. Charity Cards cannot be purchased by using a Charity Card
10. Charity Cards cannot be reloaded
11. Once a card is used – the associated transactions cannot be reversed. However if a mistake has been legitimately made – please contact the Place2Give foundation at 1-866-936-4483 (GIVE) to discuss options

Note: there may be a delay with the Charity Card activating in the system once loaded. During this delay, the Charity Card cannot be used for donations.

You agree that we can reduce the Remaining Card Value by the value of all donations that are authorised by you.

Transactions are authorised by you by:

- Entering your 10-digit number, or allowing an operator or other person to do so, at an electronic point of sale terminal at a participating kiosk, online or at the Place2Give Foundation office; or
- Paying it Forward to another person by providing that end user with the details of the Charity Card and authorising the transaction in some other way.

When you authorise a transaction:

- You are confirming that the transaction correctly represents the donation made; and
- You are agreeing to direct the amount of that transaction to a registered charity by the reduction of the Remaining Card Value.

**A. Purchases exceeding the Charity Card value**

Your Charity Card may only be used to make donations up to the Remaining Card Value. If you wish to make a donation for an amount that exceeds the Remaining Card Value, you must pay the excess using another payment method.

NOTE: For donations made in 2015, the ability to Top-Up or add additional value on to a donation cannot be done in a single transaction. Users will be directed to make a donation through Place2Give.com to their chosen charity.

**B. No cash advances**

You cannot obtain any cash advance with your Charity Card or redeem your Charity Card for cash.

**X. Validity and expiry of Charity Cards**

Your Charity Card will be valid for use for one year from the date of issue (or as otherwise extended by us).

Corporate and/or bulk purchasers may designate un-used funds to a charity of their choice to be disbursed after a year.

Any balance that remains on a Charity Card will not be available for use after the card's expiry date. The Place2Give Foundation Grants Committee will direct un-designated funds to an area of greatest need following the year deadline.

To check the expiry date of your Charity Card please call the Place2Give Foundation – 1-866-936-4483 (GIVE).

**A. Re-issue of faulty or damaged Charity Cards**

Re-issue of faulty or damaged Charity Cards is not available unless the Charity Cards are proven to be faulty or damaged as a result of the production process or otherwise due to the fault of Place2Give Foundation, its agents or contractors or a participating retailer.

**B. Destruction of Charity Card with no value**

Once the Remaining Card Value is completely used, destroy your card by cutting it in half diagonally. Your Charity Card cannot be reloaded.

**Checking your Charity Card balance and transaction history**

You can check your card balance, expiry date and transaction history at any time by visiting [www.TheCardThat.Gives](http://www.TheCardThat.Gives) and entering your 10-digit number or by calling the Place2Give Foundation at 1-866-936-4483 (GIVE).

**XI. Your Charity Card, your responsibility**

*Lost or stolen Charity Cards:* Treat your Charity Card like cash. Lost or stolen cards will not be replaced or refunded.

You are responsible for the use and safety of your Charity Card. You are liable for all transactions on your Charity Card, except to the extent to which there has been fraud or negligence by us or by any of our employees.

**XII. Changes to Terms of Use**

We reserve the right to change any of the terms contained in these Terms of Use at any time where the change is required:

- To add or remove participating retailers and/or where the Charity Card may be redeemed;
- To add or remove charities which may be funded with the Charity Card;
- For infrastructural, systems, administrative or operational reasons or to prevent the occurrence of fraud or other unlawful or unacceptable conduct;

- To comply with any contract, law, regulation or statute or order or judgment of any court, tribunal or other body having competent jurisdiction; or
- Where we, acting reasonably, consider that it will not be to your detriment.
- Changes to these Terms of Use will be available at <http://store.thecardthat.gives/terms-of-use/> or by contacting the Place2Give Foundation 1-866-936-GIVE (4483).

### **XIII. Privacy and confidentiality**

Our Privacy and Security Notice explains how we handle the personal information that we may collect from you with respect to Charity Cards. If you do not have a copy and are unable to access the notice online at <http://store.thecardthat.gives/privacy-policy/>, please call 1-866-936-GIVE (4483) for a copy.

A copy of the Place2Give Foundation Privacy Policy is available at <http://place2give.com/Home/Privacy.aspx>

It is important that you carefully read and understand the Privacy and Security Notice and each applicable Privacy Policy.

By completing a disbursement via The Card That Gives you are agreeing to be updated on the use of funds. Updates are sent out periodically via email. You can opt out at any time by emailing [support@place2give.com](mailto:support@place2give.com).

### **XIV. Errors and complaints**

If you have reason to believe that an error has occurred in relation to your Charity Card, you should call 1-866-936-GIVE (4483)

### **XV. 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. These causes include acts of God, acts of nature, acts or omissions 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, and other acts or omissions of third parties.

### **XVI. Applicable law**

These Terms of Use are to be construed and enforced in accordance with the laws of Alberta, Canada. Any dispute arising from your receipt or use of a Charity Card is exclusively subject to the jurisdiction of the courts of Alberta, Canada.



*To be put into an FAQ section*

**Can I exchange my Charity Card?**

You cannot exchange your Charity Card for another tender, cash or discount.

**Can I cancel my Charity Card?**

No, you cannot cancel your Charity Card. Once a card has been purchased, the value of that card has been earmarked for charitable purposes. As such you cannot cancel the card. The purchaser may have pre-selected a charity of choice if the end-user does not wish to, or does not activate the card within the year. The Place2Give Foundation grants committee will redirect any undesignated funds to an area of greatest need after a full year following the purchase of the card.

**Do I get a tax receipt?**

The person or company that purchases the Charity Card will receive a tax receipt for the face value of the card. Activation fees, shipping & handling and other third party fees are not included in the value of the tax receipt. A purchase confirmation and general receipt will be issued to the purchaser for the total cost of the card(s).

**What charities are in your list?**

The Card That Gives can direct your donation to any one of 90,000 registered charities. The database of charities is updated quarterly through the Place2Give Foundation by the CRA.

**What are the fees?**

At the time of order, the purchaser will be a \$2.75 Activation fee which includes a 25cent/card shipping and handling fee.

At the time of disbursement to charities by the end-user a 5% donation processing fee will be charged to cover costs incurred with transferring the funds to the charities.

**How long until the funds are disbursed to the charities I have chosen? How are the funds disbursed?**

Place2Give Foundation disburses funds to charities every 30 days the week of the 15<sup>th</sup> of each month. Funds are disbursed by wire transfer, e-transfer, direct deposit or cheque. Every effort is made to keep costs at a minimum.

**Will I be notified of the donation?**

Unless you have requested to be kept anonymous, the purchaser and the end-user's contact info will be shared with the charity that receives the funding. We strive to keep you informed about how your donation is being put to use, either by the recipient of your donation or by the Place2Give Foundation (for undesignated donations). By agreeing to use The Card That Gives you agree to receive periodic updates via email on the use of your donation from the Place2Give Foundation. At any time you can opt-out by emailing support@place2give.com.