

LA DIPERIE REWARDS PROGRAM TERMS AND CONDITIONS

BINDING AGREEMENT

These terms and conditions constitute a valid and binding agreement between La Diperie and its rewards program members (hereinafter “**you**” or “**Member**”). By becoming a Member, you agree to be bound by these terms and conditions.

REWARDS PROGRAM PARTNER

La Diperie has partnered with Paystone Inc. (hereinafter referred to as “**DATA CANDY**”) to manage its rewards program.

ACCOUNT REGISTRATION

You must become a rewards Member to participate in La Diperie’s rewards program. You can become a Member by creating a rewards account (i) on DATA CANDY’s website <https://ladiperie.myloyaltyhub.com/en/login>, (ii) at the time of making a purchase on La Diperie’s website <https://ladiperie.order-online.ai/en/#/> or (iii) by activating a physical loyalty card via <https://ladiperie.myloyaltyhub.com/en/login>. Physical loyalty cards can be found at any participating La Diperie locations located in Canada. You must ensure that you have entered your contact information correctly, provided an active email address and completed the registration process.

ELIGIBILITY

La Diperie’s rewards program is free and available to any individual who (i) has opened an online rewards account with valid and accurate information and (ii) is at least fourteen (14) years old.

MARKETING

As a Member, you can give your consent to receive marketing communications from La Diperie. You may withdraw your consent at any time by clicking the unsubscribe button found either in La Diperie’s emails, SMS messages or in your rewards account.

PERSONAL INFORMATION

By becoming a Member, you consent to your personal information being collected, used and stored by DATA CANDY. Your personal information will be shared with La Diperie so you may receive La Diperie’s latest news, offers, benefits and promotions.

You may withdraw your consent at any time. See “Membership Status” below for more details.

You have a right to access your personal information or correct any inaccuracies, as necessary. Changes can be made by updating your profile in your online rewards account.

La Diperie rewards program is not intended for children under the age of fourteen (14). In the event La Diperie or DATACANDY learns that personal information was collected from a child under the age of fourteen (14), the rewards account, including all personal information and rewards, will be deleted.

For more information on how your personal information is collected and used by La Diperie and DATACANDY, please consult La Diperie and DATACANDY’s privacy policies found respectively at the following websites: www.mtygroup.com/en/privacy-policy/ and www.paystone.com/legal.

REDEEMING REWARDS

Members can obtain rewards through purchases in-store or online via <https://ladiperie.order-online.ai/en/#/>. Members can scan their in-store purchases by presenting their physical or digital rewards card at the cash register at any participating La Diperie restaurants located in Canada. Rewards may be redeemed with online and in-store purchases.

PROGRAM

The following table contains a summary of La Diperie’s rewards program:

Reward	Spend \$100.00* and received a small, dipped ice cream**.
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* Less taxes and other exclusions

** Offer valid for one hundred and eighty (180) days.

NO CASH

The rewards, promotions and offers provided by La Diperie in connection with this rewards program cannot be exchanged for cash.

ACCOUNTS AND ADJUSTMENTS

Your transaction history can be found in your online rewards account.

A Member may request to add a transaction that is not reflected in their account by contacting La Diperie's customer service team at **info@ladiperie.com**. Such request must be received within sixty (60)-days following the transaction in question. Once La Diperie receives such a request, it will determine whether an adjustment is required. La Diperie has no obligation or duty to correct an error unless the aforesaid request is received within the prescribed delay and the Member has provided any information or document required by La Diperie.

ACCOUNT BALANCE

Members can obtain their account balance by consulting their online rewards account or by emailing La Diperie's customer service team at **info@ladiperie.com**.

MEMBERSHIP STATUS

Opting Out of La Diperie's Rewards Program

You can opt-out of the rewards program by choosing the option in your online rewards account. If you choose to opt-out, your rewards will automatically be forfeited.

Account Inactivity

Should your membership account remain inactive for more than twelve (12) consecutive months, your account will automatically be deleted without notice.

Account Deletion

Should you choose to delete your membership account and all personal information associated therewith, you must send an email to **privacyofficer@mtygroup.com**. Your request will be processed within a reasonable delay. Once your account is deleted, your rewards will automatically be forfeited.

NO SALE OR TRANSFER

Members do not have the right to sell or transfer any rewards or other Member benefits. La Diperie may refuse to honor or recognize rewards or Member benefits which it believes may have been transferred or sold.

MODIFICATIONS

La Diperie reserves the right, at its sole and absolute discretion, to modify these terms and conditions and to select its rewards partners. Modifications to the program will be communicated on the La Diperie's website.

TERMINATION

La Diperie reserves the right, at its sole and absolute discretion, to terminate the La Diperie rewards program. If the program is terminated, La Diperie will provide advance notice to all Members and confirm the effective date of termination of the program (hereinafter the "**Effective Date**").

A Member cannot claim rewards after the Effective Date. If the program is terminated by La Diperie, all unredeemed rewards will be forfeited within thirty (30) days from the Effective Date (hereinafter the "**Grace Period**"), without incurring any obligation or liability. La Diperie will not compensate or pay cash for any forfeited or unused rewards, nor will any reward claims be honored following the expiration of the Grace Period.

LIMITATION OF LIABILITY

To the fullest extent permitted by law, La Diperie shall not be liable for any losses, costs, expenses, fines, fees or damages of whatsoever nature and kind, including, without limitation, direct, indirect, incidental, consequential, punitive, special or exemplary damages (hereinafter collectively referred to as, the "**Damages**") arising from or in connection with the rewards program, the whole regardless of whether **La Diperie** has been advised of the Damages or whether such Damages were reasonably foreseeable.

INDEMNIFICATION

You agree to indemnify, hold harmless and defend La Diperie and its officers, directors, employees, agents, representatives, successors and assigns from and against any claim or demand, including reasonable legal fees, due to or arising out of or in connection with your violation of these terms and conditions, including without limitation, your breach of applicable laws or the rights of third parties.

COOKIES

La Diperie uses cookies. For more information on how La Diperie uses cookies, please consult La Diperie's cookie policy at: www.mtygroup.com/en/privacy-policy/.

GOVERNING LAW

This agreement shall be governed by and construed in accordance with the laws of the Province of Québec and the applicable laws of Canada therein.

ENTIRE AGREEMENT

These terms and conditions are the entire, final and fully integrated agreement between you and La Diperie, and supersedes all prior communications, agreements and understandings in connection therewith.

ENFORCEABILITY

Should a term or condition set forth herein be determined to be unenforceable, that term or condition will be ineffective to the minimum extent necessary so that the remaining terms and conditions will otherwise remain in effect.

WAIVER

La Diperie's failure to enforce any provision found in these terms and conditions or its waiver of any breach of these terms and conditions shall not prevent any subsequent enforcement of any such provision or be deemed a waiver of any subsequent breach.

ENGLISH LANGUAGE

The parties hereby acknowledge that it is their express wish that these terms and conditions be drawn in the English Language only. *Les parties reconnaissent qu'il est de leur volonté expresse que ces Conditions d'utilisation soit rédigées en langue anglaise seulement.*

CONTACT US

If you have any questions or would like to contact us regarding our rewards program, please email us at **info@ladiperie.com**.

These terms and conditions were last modified on July 8, 2025