

# Terms and conditions

## Club Cage Rewards Program

1. The Club Cage Program, hereinafter referred to as the “Club Cage Program,” is offered by SportsScene Group Inc., whose head office is located at 1180 Place Nobel, Boucherville, QC J4B 5L2, at participating SportsScene Group Inc. La Cage – Brasserie sportive restaurants, hereinafter the “Restaurants.”
2. Whereas a transaction, hereinafter referred to as a “Transaction,” includes the detail of purchases made by a customer in each of the Restaurants or when ordering online on lacagechezvous.com or through an online order partner and, more specifically, the items purchased, quantity, frequency, etc.
3. Whereas the Club Cage Program includes, but is not limited to, all communications, offers and rewards that a member may receive and earn.
4. Whereas a member, hereinafter referred to as a “Member,” means an individual registered in the Club Cage Program whose registration has not been revoked.
5. Whereas a reward, hereinafter referred to as a “Reward,” includes, but is not limited to, all privileges, points, accesses or special statuses, item discounts, subtotal discounts or gratuities that Members may obtain, earn or apply further to one or more Transactions.

## General

6. The Club Cage Program is owned by SportsScene Group Inc. and is offered to customers of La Cage – Brasserie sportive in collaboration with all the Restaurants.
7. SportsScene Group Inc. may, subject to the following, change the Club Cage Program rules, its Rewards or its terms of participation, in whole or in part at any time, upon 60 to 90 days' notice. A Member's continued participation in the Club Cage Program after changes are made will constitute their consent to such changes. Should a Member not approve of a change, they may withdraw from the Club Cage Program by contacting Customer Service. To do so, the Member must go to the “Contact Us” section of the Club Cage application. Notwithstanding the foregoing, SportsScene Group Inc. may not unilaterally change, in whole or in part, the number of loyalty points received by Members, nor the fixed ratio employed for awarding and using loyalty points or Rewards, to the extent that such changes disadvantage Members and, with respect to the retention of loyalty points given as Rewards, if it is changed in a manner that is disproportionate to the increase in retail value of the good or service.
8. SportsScene Group Inc. may suspend or terminate the Club Cage Program at any time upon 60 to 90 days' notice. Should the Club Cage Program be suspended or terminated for any reason whatsoever, SportsScene Group Inc. will not be liable in any way whatsoever to its Members and will be automatically released from any prejudice caused to Club Cage Program Members, if applicable, as a result of a suspension, termination, loss of Rewards or other arising from such suspension or termination, except for any consequences resulting from the personal acts or omissions of SportsScene Group Inc. or its representatives.
9. The Club Cage Program is open to any person residing in Canada and 18 years of age or older. Eligible persons become Members of the Club Cage Program once they have enrolled using the Club Cage Program mobile application available free of charge on the App Store or Google Play.
10. Electronic acceptance of the terms of use constitutes acceptance by Members of all the terms and conditions of the Club Cage Program and these rules.
11. Any misuse or fraudulent activity in connection with the Club Cage Program, including, but not limited to, failure to comply with policies and procedures of the Club Cage Program, selling or bartering of Rewards and misrepresentation of facts relating thereto or any other improper conduct, inappropriate behaviour

or harassment of SportsScene Group Inc.'s staff and that of its Restaurants or refusal to obey the instructions of said staff may result in cancellation of a Member's account, disqualification from the Club Cage Program and cancellation of Rewards. Should a Member fail to abide by these rules or to perform their obligations under these rules, SportsScene Group Inc. reserves the right to terminate their membership, withdraw or cancel their card, cancel the Rewards earned, initiate legal proceedings and recover damages and judicial fees.

## Privacy and information

12. SportsScene Group Inc. will ensure that all personal information collected on Club Cage Program Members is kept confidential and secure. Members may read the privacy policy at any time by visiting <https://www.cage.ca/en/privacy-policy-2015>.
13. Information on Rewards available to Members may be viewed in the Club Cage Program mobile application. The information available when a Member logs into their profile includes information about the fields in their profile, the points they have earned and other Rewards to which they are entitled.
14. Should a Member voluntarily withdraw from the Club Cage Program, unused points and Rewards will be cancelled and the Member's information will be deleted.

## Club Cage Program membership

15. To join the Club Cage Program, a customer must become a Member. Membership is free. To enrol, they must fill out the profile's required fields after downloading the Club Cage Program mobile application available free of charge on the App Store or Google Play and accepting these terms and conditions of use and the privacy policy by checking the boxes provided for that purpose and confirming their email address by clicking on the link that will be sent to them by email.
16. Members who cannot provide a valid email address may not participate in the Club Cage Program as this field is required when completing the profile. However, a Member may, at their sole discretion, accept or decline to receive promotional communications from SportsScene Group Inc. and its affiliated partners. To make this choice, they may change their communication preferences at any time in their member profile. Members understand that if they refuse to receive communications from the Club Cage Program, they accept that this status may exclude them from receiving certain privileges or Rewards related to the Club Cage Program.
17. A corporation or other legal entity may not become a Member.
18. Only one individual per account may be listed in the Club Cage Program under their legal name.
19. Only one virtual card will be issued per Member. Each Member has a unique card number, may not share their account with anyone else and must not disclose their personal information or password to anyone.
20. Membership is not transferable.
21. No retroactive credit will be given for purchases made prior to joining the Club Cage Program.
22. Employees of SportsScene Group Inc. and its Restaurants are also eligible for the Club Cage Program. Should a "contest"-type promotion as defined by the rules established by the Régie des alcools, des courses et des jeux ever be offered as part of the Club Cage Program, no employee, affiliated agency or person residing at the same address may be declared a winner.
23. Members are responsible for keeping their accounts, personal access codes, virtual cards and the devices they use to access these confidential and secure. Should any of these be lost, compromised or stolen, the affected Club Cage Program Member must immediately reset their password by sending an email to [help@clubcage.ca](mailto:help@clubcage.ca).

24. Should a Club Cage Program Member suspect the occurrence of fraud, they must immediately inform SportsScene Group Inc. in writing by sending an email to [help@clubcage.ca](mailto:help@clubcage.ca). SportsScene Group Inc. will cancel any points or rewards that have been fraudulently earned in an account.
25. Should a Member's personal information change, they must update their profile by modifying the fields on the mobile application. SportsScene Group Inc. may not be held liable for any errors or failures related to incorrect information contained in Member profiles.

## Closing an inactive account

26. Club Cage points do not have an expiry date. However, should a Member's account be inactive for eighteen (18) consecutive months and SportsScene Group Inc. send a notice of inactivity to that Member at least 30 days, but not more than 60 days, prior to the expiry date, stating exclusively that inactivity will result in the expiration of the Member's points and specifying the expiry date, the Member's account will be closed, access to the account will be revoked, the virtual card will no longer be usable and all points and Rewards earned in the account will be cancelled. To maintain an active status and their membership in the Club Cage Program, Members must earn or use points or use a Reward associated with their account at least once every eighteen (18) months.
27. Should a Club Cage Program Member pass away, that Member's account will be closed and the points earned in their account will be cancelled as long as SportsScene Group Inc.'s Customer Service Department is informed. Otherwise, the account will be closed and points and rewards will be reset to zero after eighteen (18) months of inactivity.

## Earning points

28. Points are earned exclusively on eligible items (after discounts and before taxes) including, but not limited to, menu items sold at Restaurants and online. No points will be issued on the purchase of a gift card or on taxes, tips, delivery charges and transaction fees related to an online order. SportsScene Group Inc. may change the list of eligible items without notice.
29. Pro-level Members will earn 10 points for every dollar spent (after discounts and before taxes). Members who reach the Elite, Platinum or Master levels will earn, respectively, 11, 13 and 14 points per dollar spent (after discounts and before taxes).
30. To earn points when making purchases, Members must present their virtual cards before completing their payments.
31. Members may claim points on a closed or paid Transaction should, for any reason whatsoever, they have forgotten to either present their virtual card in a Restaurant before finalizing payment or log into their Club Cage account when ordering online or through a delivery partner. To do so, a Member must access the application and follow the procedure provided for this purpose.
32. The points earned will appear in the Member profile on the mobile application within 48 hours of the qualifying Transaction.

## Redeeming points

33. Members may redeem points to pay for all or part of eligible products purchased in Restaurants or online at [lacagechezvous.com](http://lacagechezvous.com).
34. Points have the following value: five hundred (500) points equal one dollar (\$1.00).

35. Members must have earned a minimum of 2,500 points, filled in all required fields in their profile and confirmed their email address to redeem their points. Points may be redeemed on eligible items, including, but not limited to, menu items sold in restaurants and at [lavagechezvous.com](http://lavagechezvous.com). Points may not be redeemed to pay for taxes, tips, delivery charges and transaction fees associated with an online order. Sportscene Group Inc. may change the list of eligible items without notice.
36. Points are treated as a payment method. Taxes are therefore calculated before points are used. Members must always pay taxes with another payment method.
37. Sportscene Group Inc. may change the minimum number of points at any time upon 60 to 90 days' notice and in accordance with the procedure described in article 7. Points issued on a purchase Transaction may only be used in a subsequent Transaction. Sportscene Group Inc. may set limits on points used per Transaction upon 60 to 90 days' notice and in accordance with the procedure described in article 7. Point use may be suspended should the systems required to manage the points break down or be unavailable, without compensation, except in cases where such a situation results from the personal acts or omissions of Sportscene Group Inc. or its representative.

## Rewards

38. Members must have filled in all required fields in their profile and confirmed their email address to claim Rewards.
39. Each Reward has its own specific conditions of use and validity. For the terms and conditions of use of a Reward, Members must refer to the legal notice accompanying the communications concerning each Reward.
40. A Reward may not, in any circumstances and for any reason, be transferred, reimbursed or exchanged with another Member or for cash or another Reward, of an equivalent nature or not.
41. As part of the Club Cage Program, Members may obtain free product Rewards, discounts on items, a group of items or the subtotal of their invoice, or Rewards from certain Sportscene Group Inc. partners.
42. As part of the Club Cage Program, Members may receive, subject to obtaining their consent thereto in accordance with applicable laws, promotional offers through which they can earn additional points for the purchase of certain products or product combinations as determined by Sportscene Group Inc. Members may also receive personalized promotions according to their purchases, preferences and profile, in particular. Each personalized promotion is valid only for the account of the Member to whom it is offered and may not be transferred.
43. Members may also receive additional points for completing actions determined by Sportscene Group Inc., such as referring a friend, completing their profile or taking a quiz. Members may view the list of eligible actions at any time on the mobile application.
44. Upon completion of the use of a Reward, rebate or free product, Club Cage Program Members release Sportscene Group Inc. from any liability or claim relating to the redemption and use of the Reward or any loss or prejudice caused by the products or services offered as a Reward, except where such loss or prejudice is a result of the personal acts or omissions of Sportscene Group Inc. or its representative.
45. Sportscene Group Inc. will not accept any liability for Rewards redeemed by anyone should a Member have failed to previously report the loss or theft of their virtual card (see reporting procedure above). Members must assume full liability for Rewards used prior to such reporting.

## Levels

46. As part of the Club Cage Program, Members earn Club Cage points. The Club Cage points balance shows the current balance of points earned and redeemed since the enrolment date. Members may redeem their points to pay for all or part of eligible products purchased in Restaurants or online at [lacagechezvous.com](http://lacagechezvous.com). The progress bar displays the number of points that a Member must earn in the twelve (12)-month reference period to reach the next level. When a new reference period begins, the Member keeps their Club Cage points, but will have to earn the number of points required to reach a higher level.
47. Members start at the Pro level upon joining the Club Cage Program. To reach the Elite, Platinum or Master levels, Members must earn a certain number of points over a twelve (12)-month reference period.

	Pro	Elite	Platinum	Master
Required level points	< 3,500	3,500	11,000	45,000
Points earned per dollar spent	10	11	13	14

48. During a twelve (12)-month reference period following their enrolment in the Club Cage Program, Members may unlock a higher level if they earn the required number of points to reach that level. On the level anniversary date, i.e., when a new reference period begins, a Member who has not unlocked a higher level will have to keep their level or be demoted to a lower level, depending on the number of points earned during the reference period.

### Example

Date	Step	Level
<b>April 1, 2021</b>	A Member enrolls in the Club Cage Program.	Pro
October 1, 2021	The Member reaches a level point balance of 3,500 points.	The Member reaches Elite level.
January 10, 2022	The Member reaches a level point balance of 11,000 points.	The Member reaches Platinum level.
<b>April 1, 2022</b>	Level anniversary date. A new reference period begins. The level point balance is reset to 0.  During the last twelve (12)-month reference period, the Member earned 11,000 level points.	The Member stays at Platinum level until the end of the next twelve (12)-month reference period, unless they earn enough level points during the twelve (12)-month reference period to move to a higher level.
July 4, 2022	The Member reaches a level point balance of 800 points.	The Member stays at Platinum level.
<b>April 1, 2023</b>	Level anniversary date. A new reference period begins. The level point balance is reset to 0.  During the last twelve (12)-month reference period, the Member earned 8,850 level	The Member is demoted to Elite level.

	points. They will be demoted to Elite level, as they have not earned the minimum number of points to stay at Platinum level.	
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49. Members understand and accept that the Rewards offered under the Club Cage Program may vary from one Member to another, both in number and value, depending on the level reached.

## Post-visit surveys

50. Members receive one entry to the monthly draw each time they complete a post-visit survey. For survey terms of participation, Members may refer to the official rules by clicking on the following link: [satisfaction.cage.ca](http://satisfaction.cage.ca)