



39 SMITHE STREET  
VANCOUVER, BC  
V6B 0R3

## Parq Vancouver Gift Card Terms and Conditions

Updated July 30, 2021

By purchasing and/or using a Parq Vancouver non-cashable gift card (a **“Non-Cashable Gift Card”**) or a Parq Vancouver cashable gift card (a **“Cashable Gift Card”**) (each one, a **“Gift Card”**), you agree to be bound by these terms and conditions and the terms and conditions found on the back of the Gift Card (collectively, the **“Gift Card Terms and Conditions”**), all applicable laws, rules and regulations, and that the Gift Card will not be used in any manner that is misleading, deceptive, unfair or otherwise harmful to other guests.

### 1. Types of Gift Cards

#### **Non-Cashable Gift Cards**

- May be purchased in person at Parq Vancouver using cash, debit or credit, or online at Parq Vancouver’s website using debit or credit.
- Can only be sold in a minimum amount of \$10.00 and up to a maximum amount of \$1,000.00.
- Can be redeemed for Eligible Purchase(s) listed in Section 2.
- Not redeemable for cash or Ineligible Purchase(s) listed in Section 2.
- Parq Vancouver recommends that you present your physical Non-Cashable Gift Card or a printed copy of your digital Non-Cashable Gift Card when redeeming it for Eligible Purchases.

#### **Cashable Gift Cards**

- Must be purchased in person at Parq Vancouver using cash or debit.
- Can only be sold in a minimum amount of \$10.00 and up to a maximum amount of \$500.00.
- Can be redeemed for:
  - Eligible Purchase(s) listed in Section 2; and



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- Cash at the casino cashiers, up to a maximum of \$500.00 per person per 24 hour period, subject to the available balance on the Cashable Gift Card, and provided the redeeming individual is over the age of 19. See also Section 3 - Additional Cashable Gift Card Redemption Requirements.
- Not redeemable for Ineligible Purchase(s) listed in Section 2.
- You must present your physical Cashable Gift Card when redeeming it for Eligible Purchases or cash.

## 2. Use of Gift Cards

- Present your Gift Card as payment towards an Eligible Purchase or redeem your Cashable Gift Card for cash, in each case in accordance with these Gift Card Terms and Conditions, and the merchant will deduct the purchase amount from the available balance on the Gift Card.
- **Eligible Purchases** - Gift Cards can be redeemed for:
  - Food and beverages at any restaurant or lounge at Parq Vancouver, including gratuity and taxes
  - Room and taxes for JW Marriott Parq Vancouver or the Douglas, an Autograph Collection Hotel
  - Spa services or products at Spa by JW including gratuity and taxes
  - Any incidentals incurred as a registered guest (in-room dining, mini bar, long-distance calls, parking, etc.)
  - Parq Market Boutique purchases
- **Ineligible Purchases** - Gift Cards cannot be redeemed for:
  - Lottery tickets
  - Play on slot machines or table games
  - Cash bar for events hosted at the Parq Vancouver Resort



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- Passione, Le Doux Ciel and other external vendors
- Bicycle and scooter rentals
- Transient valet or self-parking
- You may continue to use the Gift Card until the balance reaches zero.
- If a purchase exceeds the balance on the Gift Card, the difference must be paid with cash or other payment method accepted by the merchant.
- If a Gift Card is used to purchase an item that is subsequently returned, the purchase price for the returned item will be credited to a new Gift Card issued in the amount of the purchase price paid for the returned item.
- The current balance of your Gift Card can be viewed at <https://www.parqvancouver.com/gift-cards/> or on your receipt, obtained in store or communicated to you by the merchant.
- Gift Cards are non-reloadable, non-refundable, non-transferable and have no cash value, except as required by law.
- The risk of loss and title for Gift Cards passes to the purchaser upon sale. Gift Cards will not be replaced if lost, stolen or destroyed.
- Gift Cards do not expire or accrue fees.
- Parq Vancouver has the right to refuse to redeem a Gift Card, cancel a Gift Card and/or request an alternative form of payment if in its discretion, it suspects the Gift Card has been fraudulently obtained or used, or other suspicious activity is detected.

### 3. Additional Cashable Gift Card Redemption Requirements

Each time you redeem a Cashable Gift Card for cash at the Parq Vancouver casino cashier, you will be required to present at least one piece of government issued photo identification. Parq Vancouver will record the personal information you provide and the details of your Cashable Gift Card redemption, including the date of redemption and amount redeemed. All information will be recorded and retained in accordance with Parq Vancouver's Privacy Policy, and reported to such regulatory bodies or enforcement agencies as is required by such regulatory bodies or enforcement agencies, applicable laws or as Parq Vancouver



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otherwise deems necessary or appropriate. Parq Vancouver has the right to refuse to redeem and/or to cancel a Cashable Gift Card if in its discretion, it suspects the Cashable Gift Card has been fraudulently obtained or used, or other suspicious activity is detected.

#### **4. Not for Promotional Use**

Gift Cards may be used as personal or business gifts, but may not be used in connection with any marketing, advertising or other promotional activities (including without limitation via websites, Internet advertisements, email, telemarketing, direct mail, newspaper and magazine advertisements, and radio and television broadcasts.)

#### **5. No Affiliation with Parq Vancouver**

Use of Parq Vancouver's name, logo, trade dress (including any image/likeness of the cards) or trademarks (or those of any of its subsidiaries or affiliates) in connection with the purchase or use of Gift Cards is strictly prohibited. Furthermore, the use of Gift Cards in any manner that states or implies that any person, website, business, product or service is endorsed or sponsored by, or otherwise affiliated with Parq Vancouver or any of its subsidiaries or affiliates is prohibited.

#### **6. Limitation of Liability**

PARQ VANCOUVER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO GIFT CARDS, INCLUDING WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IF A GIFT CARD IS NON-FUNCTIONAL, YOUR SOLE REMEDY, AND OUR SOLE LIABILITY, SHALL BE THE REPLACEMENT OF SUCH GIFT CARD TO THE VERIFIED REMAINING BALANCE OF THE GIFT CARD. CERTAIN LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU.





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## 7. Indemnity

By purchasing or using a Gift Card, you agree to defend and indemnify Parq Vancouver and its subsidiaries and affiliates from and against any claims, expenses or liabilities made against or incurred by any of them in connection with your use of the Gift Card or violation of the Gift Card Terms and Conditions. You agree to release Parq Vancouver from and against any and all claims, expenses or liabilities you have or may have against, or incurred in connection with, your use of the Gift Card or violation of any of the Gift Card Terms and Conditions.

## 8. Governing Law

The laws of the province of British Columbia and the federal laws of Canada applicable therein, without regard to principles of conflict of laws, govern these Gift Card Terms and Conditions.

## 9. Dispute Resolution

Any dispute relating in any way to Gift Cards will be adjudicated in the province of British Columbia, and you consent to exclusive jurisdiction and venue in such courts.

## 10. General

Parq Vancouver reserves the right to change these Gift Card Terms and Conditions at any time and in its sole discretion. Changes are effective upon posting of the revision and notice of such changes to Parq Vancouver's website. All Gift Card Terms and Conditions are applicable to the extent permitted by law.

## 11. Entire Agreement

These Gift Card Terms and Conditions and all additional terms, conditions and policies on Parq Vancouver's website constitute the entire agreement between you and Parq Vancouver with respect to the Gift Card and supersede all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and Parq Vancouver with respect to the Gift Card.

## 12. Further Questions

Please direct any further questions regarding Gift Cards to [guestservices@parqvancouver.com](mailto:guestservices@parqvancouver.com).

