

## **GIFT CARD TERMS & CONDITIONS**

### **General Terms**

Please refer to [Terms & Conditions](#) for additional Terms and Conditions.

### **Gift Cards**

Wimpy's Diner Gift Cards are available for purchase in store only at participating [locations](#). There are no fees of any kind to purchase or use Wimpy's Diner Gift Cards at participating locations. The minimum dollar value that can be loaded is \$5 and the maximum total value on your card cannot exceed \$100. You may not return or cancel your Wimpy's Diner Gift Card after it is received or purchased.

### **Redemption**

Wimpy's Diner Gift Cards are available for redemption in store only at participating [locations](#) .

### **View Your Balance**

To view your Wimpy's Diner Gift Card balance, go to [Check Balance](#) .

### **Lost or Stolen Gift Cards**

The Wimpy's Diner Gift Card can not be refunded if stolen, lost or destroyed.

### **Limitations**

You may not use a Wimpy's Diner Gift Card to purchase other Gift Cards. Wimpy's Diner Gift Cards can not be resold or redeemed for cash.

### **Our Policies**

Information that you provide when purchasing Gift Cards is subject to the Wimpy's Diner Inc. [Privacy Policy](#).

### **Risk of Loss**

Ownership and risk of loss of any Wimpy's Diner Gift Card passes to the purchaser as soon as confirmation is sent to the recipient, and risk of loss passes to the recipient as soon as a plastic Gift Card is delivered to the designated carrier. We are not responsible for lost or stolen Gift Cards.

### **Payment Methods**

Wimpy's Diner Gift Cards can be paid by all forms of acceptable payments. Payments may vary by location.

### **Bulk Purchases**

## **Bulk Purchases**

Bulk purchases may be made through our Head Office directly at [info@wimpysdiner.ca](mailto:info@wimpysdiner.ca) or call 416-269-4679. Expedited shipping fees may apply for any bulk purchase of gift cards from Wimpy's Diner Inc. Head Office. We are not responsible for Gift Cards that are undeliverable or not received due to your failure to enter an accurate physical address for the recipient.

## **Limitation of Liability**

Wimpy's Diner Inc. and its affiliates make no warranties, express or implied, with respect to gift cards, including without limitation, any express or implied warranty of merchant ability or fitness for a specific purpose. If a gift card is non-functional, your sole remedy, and our sole liability, shall be the replacement of such gift card. Certain provincial 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 the above disclaimers, exclusions, or limitations may not apply to you, and you might have additional rights.

## **Disputes**

These Terms of Use shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein, without regard to conflict of laws and provisions thereto. Any dispute arising under these Terms of Use shall be resolved exclusively by the courts located in the City of Toronto in the Province of Ontario.

Wimpy's Diner Gift Cards powered by GIVEX.