

**TERMS & CONDITIONS
BEGINNER DRIVER EDUCATION COURSE
AND ADDITIONAL DRIVER EDUCATION PROGRAMS**

THESE TERMS AND CONDITIONS CONTAIN LEGAL OBLIGATIONS. PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THE CANADIAN TIRE DRIVERS ACADEMY® WEBSITE.

If you accept these Terms and Conditions, they will form your agreement with us (“**Agreement**”).

1. Parties to this Agreement

This Agreement is between you (“**Student**”) and Canadian Tire Financial Services Limited o/a Canadian Tire Drivers Academy (“**we**”, “**us**” or “**our**”). We can be reached by phone by calling the Canadian Tire Drivers Academy Call Centre (“**Call Centre**”) at 1-855-61-DRIVE (37483) (Monday – Friday 8 a.m. – 10 p.m. and Saturday – Sunday 8 a.m. – 6 p.m.) or you can write to us at 3475 Superior Court, Oakville, Ontario, L6L 0C6.

2. Service Provided

Once you register for a Canadian Tire Drivers Academy Beginner Driver Education Course (“**BDE Course**”), Beginner Driver Education Course Value Package (“**BDE Course Value Package**”), or other Driver Education program (collectively referred to as “**Course(s)**”) outlined in Section 18: Fees & Course Descriptions, you agree to pay the applicable fees of the Course and participate in the BDE Course or BDE Course Value Package Curriculum outlined below and in Section 18 or in the Driver Education Curriculum outlined in Section 18 (the “**Services**”) and we agree to provide the Services.

The BDE Course and the BDE Course component of the BDE Course Value Package are Ontario Ministry of Transportation (“**MTO**”) approved Beginner Driver Education Courses.

3. Registration For Drivers Education Courses

You can register for any Course by one of the following methods:

- (i) On the telephone by calling the Call Centre; or
- (ii) Online at the Canadian Tire Drivers Academy website at driversacademy.canadiantire.ca (“**Website**”).

4. BDE Course and BDE Course Value Package Curriculum

- (i) The BDE Course and BDE Course Value Package include:
 - (a) Twenty (20) hours of in-class theory;
 - (b) Ten (10) hours of independent learning;
 - (c) Ten (10) hours of in-car driving lessons (automatic transmission only);
 - (d) Two (2) hours Canadian Tire Drivers Maintenance Program®;
 - (e) One (1) year Canadian Tire Roadside Assistance® Rescue Plan membership; and
 - (f) Canadian Tire Drivers Club Membership®.

The BDE Course Value Package also includes the G1 Road Test Package outlined in Section 18.

- (ii) The BDE Course and BDE Course component of the BDE Course Value Package must be completed within twelve (12) months of the date of the Student’s first in-class lesson. Otherwise, the Student must re-take the BDE Course or BDE Course component of the BDE Course Value Package in its entirety and pay the then-current fees.
- (iii) The G1 Road Test Package requirements of the BDE Course Value Package must be completed within six (6) months of the date of the Student’s last in-car lesson.

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- (iv) In-class BDE Course and BDE Course Value Package requirements do not have to be completed at the location where the Student registered but do have to be completed in the province where the Student registered.
- (v) BDE Course and BDE Course Value Package Students are required to bring The Official MTO Driver's Handbook to all in-class and in-car lessons. The Official MTO Driver's Handbook may be obtained from:
 - (a) Any Canadian Tire store at a cost, while supplies last;
 - (b) Some MTO locations;
 - (c) MTO website at www.mto.gov.on.ca ("MTO Website").

5. BDE Course and BDE Course Value Package - In-Class Lessons

- (i) There are twenty (20) hours of in-class lessons. Each lesson is either two and one-half (2.5) hours or five (5.0) hours.
- (ii) There will be independent learning assignments assigned to Students during the in-class portion of the BDE Course and BDE Course Value Package which are to be completed outside of class time. The Student must hand in all of his/her completed assignments at the last in-class lesson to be checked by an instructor for completion.
- (iii) There will be one (1) written test approximately halfway through the in-class portion of the BDE Course and BDE Course Value Package for which prior notice may not be given and one (1) written test following the in-class portion of the BDE Course and BDE Course Value Package. A passing grade of seventy percent (70%) overall must be obtained when the scores of the two (2) written tests are combined. The written test following the in-class portion of the BDE Course and the BDE Course Value Package may be written a maximum of two (2) times if a passing grade is not obtained.
- (iv) If a passing grade is not obtained by the Student after two (2) attempts, the Student may proceed to schedule a road test with an Ontario DriveTest Centre. If a Student chooses to repeat the BDE Course or BDE Course Value Package, the Student shall register and pay the then-current fees.

6. In-Class Lessons (All Courses, where applicable)

- (i) Students are required to bring a pen and paper to every in-class lesson.
- (ii) If a Student misses an in-class lesson because of illness or emergency, he/she will be permitted to make up the lesson. The Student must provide either a written physician's note or a note from his/her parent/legal guardian to the instructor.
- (iii) Students may take a maximum of one (1) lesson out of sequence. If a lesson is missed due to illness or emergency, the Student must arrange a make up lesson by calling the Call Centre.
- (iv) Students must sign an attendance sheet at each in-class lesson attended. If an attendance sheet is not signed, the Student will not be given credit for the class and must arrange a make up class.

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7. In-Car Lessons (All Courses, where applicable)

- (i) Each in-car lesson is sixty (60) minutes, unless otherwise noted in Section 18 or arranged with a Student's assigned in-car instructor.
- (ii) In-car lessons for the BDE Course and BDE Course Value Package will start after the Student's third in-class lesson, subject to the availability of the instructor.
- (iii) In order to start in-car lessons, the Student must:
 - (a) Provide Canadian Tire Drivers Academy with a photocopy of their valid G1, G2 or G class licence or temporary permit;
 - (b) Have paid the Course fee in full or have made payment arrangements with Canadian Tire Drivers Academy;
 - (c) Have completed a minimum of ten (10) hours of in-class lessons; and
 - (d) Have executed and returned the Assumption of Risk, Waiver of Liability and Indemnity to Canadian Tire Drivers Academy.
- (iv) All in-car lessons are private. Students must sign an attendance sheet at each in-car lesson attended. If an attendance sheet is not signed, the Student will not be given credit for the in-car lesson and must arrange a make up lesson.
- (v) The Student must present his/her G1, G2 or G class licence or temporary permit to the in-car instructor prior to each in-car lesson. Otherwise, the lesson will be cancelled by the instructor and the Student will be charged a \$50.00 Cancellation Fee which must be paid before the Student's next scheduled in-car lesson or prior to receipt of a Certificate of Course Completion, if applicable.
- (vi) Scheduling of an in-car lesson, including the Student's pick-up or drop-off location, and re-scheduling, changes and cancellation of an in-car lesson must be done by: a) calling the Call Centre; b) using the Canadian Tire Drivers Academy online booking system once a Student is logged into the student portal on the Website; or c) by completing a Student Availability Form (which will be provided by Canadian Tire Drivers Academy by mail or in-class) and providing it to the Student's assigned in-car instructor during his/her scheduled in-car lesson. Scheduling, re-scheduling, changes or cancellations must be made at least twenty-four (24) hours before the scheduled start time of the in-car lesson. Failure to do so will result in a \$50.00 Cancellation Fee which must be paid before the Student's next scheduled in-car lesson or prior to receipt of a Certificate of Course Completion, if applicable.
- (vii) A Student who is not present at the arranged pick-up location within fifteen (15) minutes of the scheduled time or is unable to proceed with the in-car lesson for any reason will forfeit the lesson and the Student will be charged a \$50.00 Cancellation Fee which must be paid before the Student's next scheduled in-car lesson or prior to receipt of a Certificate of Course Completion, if applicable.
- (viii) A chaperone(s) is permitted during an in-car lesson(s) if requested by the Student and/or his/her parent or legal guardian. If requested, the Student, and his/her parent or legal guardian and the chaperone(s) must complete, execute, and return an Agreement for Chaperone(s) form to the Student's instructor prior to the chaperone(s) accompanying the student in any in-car lesson. The Agreement for Chaperone(s) form may be requested through the Call Centre or any Canadian Tire Drivers Academy instructor.
- (ix) Our instructors have the right, at their sole discretion, to refuse to conduct an in-car lesson if, for any reason, they do not consider that the Student is fit to drive.

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8. In-Car Pick-Up and Drop-Off Boundaries (All Courses, where applicable)

Unless otherwise agreed to in writing by Canadian Tire Drivers Academy, all pick-up and drop-off locations for an in-car lesson must be within ten (10) kilometres of the Canadian Tire Drivers Academy where the Student is registered or the location where the in-class Course is offered if registered in Toronto, or within twenty (20) kilometres in all other locations. It is the responsibility of the Student to get to and from his/her pick-up and drop-off location.

9. BDE Course and BDE Course Value Package In-Car Evaluations

- (i) There will be an in-car evaluation by the instructor during the Student's last in-car lesson.
- (ii) Upon completion of the in-car evaluation the instructor will provide the Student with a written evaluation.
- (iii) A passing grade of seventy percent (70%) must be obtained by the Student in order to receive a Certificate of Course Completion outlined in Section 10. The in-car evaluation may be done two (2) times if a passing grade is not obtained.
- (iv) If a passing grade is not obtained by the Student after two (2) attempts, the Student may be required to take additional in-car lessons and pay the then-current fees until such time as the Student obtains a passing grade.

10. BDE Course and BDE Course Value Package Certificate of Course Completion

The Student will receive a Certificate of Course Completion from Canadian Tire Drivers Academy if he/she has:

- (i) Attended all in-class lessons;
- (ii) Completed and submitted all independent learning assignments;
- (iii) Obtained a combined seventy percent (70%) overall score on the two (2) in-class written tests and seventy percent (70%) on the in-car evaluation; and
- (iv) Paid all fees in full.

11. BDE Course and BDE Course Value Package Certification Process

- (i) Within approximately five (5) days of the Student completing all Course requirements, Canadian Tire Drivers Academy will commence the MTO's certification process and input the Student's information into the MTO's Driver Education System ("DES"). For further details regarding the certification process, please refer to the MTO Website.
- (ii) G1 licence holders may qualify for a four (4) month reduction in the twelve (12) month minimum G1 waiting period as well as a potential reduction in insurance premiums by completing the BDE Course or the BDE Course Value Package component of the BDE Course Value Package. For further details, please refer to the MTO Website.

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12. Driver's Licence History

- (i) Once the Student's information has been entered into the DES, he/she is able to request a Driver's Licence History from the MTO. For information on how to request a Driver's Licence History, please refer to the MTO Website.
- (ii) A Driver's Licence History does not guarantee a discount for insurance. The amount of a discount, if any, is up to the Student's insurance company. Canadian Tire Drivers Academy does not issue any documentation to insurance companies on behalf of a Student.

13. Scheduling a Road Test With An Ontario DriveTest Centre

Students can schedule a road test:

- (i) By calling the Call Centre.

The Call Centre will assist the Student with scheduling his/her road test date if:

- (d) The Student is registered in the BDE Course Value Package, G1 Road Test Package, G2 Road Test Package or Use of Car for Road Test; and
- (e) The Student contacts the Call Centre four (4) to eight (8) weeks prior to the Student's desired road test date.

Scheduling is based on the availability of road test dates at the Ontario DriveTest Centre requested by the Student, instructor and student availability, and availability of a Canadian Tire Drivers Academy vehicle.

A minimum of forty-eight (48) hours notice shall be given by the Student to the Call Centre if the Student would like the Call Centre to cancel his/her scheduled road test date. Failure to do so will result in the Student having to pay any Ontario DriveTest Centre's fee(s) in addition to the \$50.00 lesson Cancellation Fee outlined in Section 18.

- (ii) On their own by contacting an Ontario DriveTest Centre.

If the Student chooses to schedule a road test appointment on his/her own the Student can only use a Canadian Tire Drivers Academy vehicle if the Student is registered in the BDE Course Value Package, G1 Road Test Package, G2 Road Test Package or Use of Car for Road Test. Use of a Canadian Tire Drivers Academy vehicle is subject to the availability of the instructor and the Canadian Tire Drivers Academy vehicle.

If the Student requests or schedules a road test at an Ontario DriveTest Centre that is more than twenty (20) kilometres from the Canadian Tire Drivers Academy where the Student is registered or the location where the Course is offered and would like to use a Canadian Tire Drivers Academy vehicle, the Student will be charged a sixty (\$60.00) Out of Town Fee.

For further details with respect to scheduling or cancelling a road test at an Ontario DriveTest Centre location, please refer to the Ontario DriveTest website at:

<http://www.drivetest.ca/EN/bookatest/Pages/Road-Test-Booking.aspx>.

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14. Canadian Tire Drivers Club Membership

- (i) Canadian Tire Drivers Club Membership is an alumni program of Canadian Tire Drivers Academy. All graduates of Canadian Tire Drivers Academy BDE Course or BDE Course Value Package will receive an offer in the mail for Canadian Tire Roadside Assistance Rescue Plan membership and other offers and promotions from the Canadian Tire family of companies, unless the Student has indicated that he/she does not wish to receive such offers.
- (ii) Canadian Tire Roadside Assistance Rescue Plan membership offers may vary among Students and need to be activated by the Student within six (6) months of the Student's graduation date, as indicated on the Certificate of Completion. Membership will be valid for one (1) year from the activation date.

15. Canadian Tire Pass Assist®

Canadian Tire Pass Assist is only available with the purchase of a BDE Course Value Package, G1 Road Test Package or G2 Road Test Package (see Section 18 below). Students who purchase and fulfill all the requirements of such a package but fail their first G1 or G2 road test at any Ontario DriveTest Centre after receiving a Certificate of Course Completion and/or after completing the G1 or G2 Road Test Package, will receive one (1) additional sixty (60) minute in-car lesson at no additional cost, provided that such lesson is scheduled within twelve (12) months of the Student receiving his/her Certificate of Completion and/or completing the G1 or G2 Road Test Package, as the case may be.

16. BDE Course and BDE Course Value Package Referral Program

- (i) Students who have a) registered in any Course; b) commenced a Course; and c) paid the Course fee in full or have made payment arrangements with Canadian Tire Drivers Academy ("**Referring Student**") are eligible to participate in the Referral Program.
- (ii) For each individual ("**Referee**") the Referring Student refers to Canadian Tire Drivers Academy and who registers and completes the BDE Course or BDE Course Value Package, the Referring Student will receive by mail one (1) Canadian Tire gift card with a value of fifteen (\$15.00).
- (iii) A Student registered in the BDE Course or BDE Course Value Package cannot refer an individual to the same BDE Course or BDE Course Value Package the Student is registered in.
- (iv) Eligibility runs for a period of three (3) years commencing on the Referring Student's first in-class lesson. No exceptions apply.
- (v) It is the sole responsibility of the Referee to advise Canadian Tire Drivers Academy of the name and phone number of the Referring Student.
- (vi) It is the sole responsibility of the Referring Student and the Referee to ensure their correct contact information is up to date with Canadian Tire Drivers Academy.

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17. Course Completion

All Course requirements, with the exception of the BDE Course and the BDE Course Value Package must be completed within twelve (12) months from the Student's date of purchase of the Course. Otherwise, the Student must re-take the Course in its entirety and pay the then-current fees.

18. Fees & Course Descriptions

Fees for Canadian Tire Drivers Academy are:

| Product | Course Inclusions – Driver Education Curriculum | Price |
|--|---|---|
| Beginner Driver Education Course (BDE Course) | 20 Hours In-Class Theory 10 Hours Independent Learning 10 Hours In-Car Lessons – 60 Minutes each 2 Hours Canadian Tire Drivers Maintenance Program 1 Year Canadian Tire Roadside Assistance Rescue Plan membership Canadian Tire Drivers Club Membership | See fees applicable to each location under the Courses tab of the Website, as revised from time to time. |
| Beginner Driver Education Course Value Package (BDE Course Value Package) | Beginner Driver Education Course G1 Road Test Package (Save \$50.00 when the Beginner Driver Education Course and G1 Road Test Package are purchased together) | See fees applicable to each location under the Courses tab of the Website, as revised from time to time. |
| G1 Road Test Package | 3 Hours Total, includes: 1 In-Car Lesson (60 Minutes) 1 week before G1 Road Test - Includes a practice road test 1 In-Car Lesson (60 Minutes) on the day of G1 Road Test Use of Car for Road Test (60 Minutes) Canadian Tire Pass Assist (Additional 60 Minute in-car lesson if test failed) | \$199.00 |
| G2 Road Test Package | 5 Hours Total, includes: 3 In-Car Lessons (60 Minutes each) – Includes a | \$299.00 |

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| | <p>practice road test</p> <p>1 In-Car Lesson on the day of G2 Road Test</p> <p>Use of Car for Road Test (60 Minutes)</p> <p>Canadian Tire Pass Assist (Additional 60 Minute in-car lesson if test failed)</p> | |
| G1/G2 Road Test Tune-Up | <p>2 Hours Total, includes:</p> <p>1 In-Car Lesson (120 Minutes) – Includes a practice road test</p> | \$109.00 |
| Individual Lessons (Includes Lesson Packages) | 1 In-Car Lesson (60 Minutes) | \$59.00 |
| | 5 In-Car Lesson Package (60 Minutes each) | \$279.00 |
| | 10 In-Car Lesson Package (60 Minutes each) | \$549.00 |
| Use of Car for Road Test | Use of Car for Road Test (only available to BDE Course and BDE Course Value Package graduates) | \$79.00 |
| Canadian Tire Drivers Maintenance Program | 2 Hour car maintenance program scheduled in a Canadian Tire Auto Service Bay | \$49.00 |
| Driving Lesson Packages for Experienced Drivers | 1 In-Car Lesson (60 Minutes) | \$59.00 |
| | 5 In-Car Lesson Package (60 Minutes each) | \$279.00 |
| | 10 In-Car Lesson Package (60 Minutes each) | \$549.00 |
| Driving Skills Assessment for New Canadians | <p>1 Hour Total, includes:</p> <p>Assessment and lesson on readiness to begin driving in Canada (in-class and in-car)</p> | \$59.00 |
| Pre-Test Package for Seniors | <p>2 Hours Total, includes:</p> <p>2 lessons (60 Minutes each) involving both in-class and in-car lessons with a seniors-experienced driving instructor (subject to availability)</p> | \$149.00 |
| Additional Fees | | |
| The Official MTO Handbook at Canadian Tire | | \$15.00 |

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|---|---|----------------|
| Stores (While Supplies Last) | | |
| Cancellation and Failure to Provide 24 Hours Notice ("Cancellation Fee") | | \$50.00 |
| Out of Town Fee | Ontario DriveTest Centre locations more than twenty (20) kilometres from a Canadian Tire Drivers Academy where the Student is registered or the location where the Course is offered | \$60.00 |
| Non Sufficient Funds Cheque (NSF) | | \$25.00 |

All fees are subject to change without notice, payable in Canadian dollars and subject to applicable taxes.

19. Additional Fees

- (i) All Course materials are included with the Course fee. Any replacement Course materials are subject to an additional cost.
- (ii) Students are responsible for any data charges, text message fees or any other fees incurred by the Student as a result of communicating with Canadian Tire Drivers Academy and his/her instructor.

20. Payment Options

Fees are payable by one of the following methods:

- (i) **Credit Card:** Canadian Tire Drivers Academy accepts all major credit cards. Payments can be made by credit card at time of registration online (canadiantire.ca/driversacademy) or by calling the Call Centre.
- (ii) **Cheque:** Canadian Tire Drivers Academy accepts personal or certified cheques. Cheques are to be made payable to Canadian Tire Financial Services Limited (please write Canadian Tire Drivers Academy in the memo field). If paying by cheque, register by calling the Call Centre and deliver cheque to instructor at first lesson. Any cheque returned NSF is subject to a charge of \$25.00.
- (iii) **Financing:** Financing plans are available (on approved credit) by using a Canadian Tire branded credit card. To apply for a card or to apply for financing please call the Call Centre. Terms and conditions apply.

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21. Cancellation and Refund Policy

- (i) Canadian Tire Drivers Academy reserves the right to postpone or cancel any in-class or in-car lesson without notice.
- (ii) Student may cancel this Agreement at any time within fourteen (14) days of registering for the Course by calling the Call Centre or writing to Canadian Tire Drivers Academy at 3475 Superior Court, Oakville, Ontario, L6L 0C6. Upon cancellation, the Student will receive a full refund of all fees paid.

22. Indemnification

The Student agrees to defend, indemnify and hold Canadian Tire Financial Services Limited and its affiliates, officers, directors, employees, agents, representatives, successors and assigns harmless from and against any and all expenses (including but not limited to reasonable legal fees and disbursements), suits, claims, demands, actions, causes of action, liabilities, damages, judgments, fines, penalties, fees, losses and proceedings of any kind whatsoever (including, without limitation, death or injury to persons, damage to property, any alleged negligence, act or omissions of any person, including Canadian Tire Financial Services Limited, except where said act or omission by Canadian Tire Financial Services Limited is the sole cause of such claim) resulting from or connected with the Student's participation in any Canadian Tire Drivers Academy Course, the Student's use of the Services provided or the Student's violation of any of these Terms and Conditions.

23. Third Party Rights

The provisions of this Agreement are for the benefit of Canadian Tire Financial Services Limited, its affiliates, officers, directors, employees, agents, representatives, independent contractors, licensors, suppliers, and any third party information providers. Each of these individuals or entities shall have the right to assert and enforce these provisions directly against the Student on its own behalf.

24. Assignment

Canadian Tire Drivers Academy is brought to you by Canadian Tire Financial Services Limited. Canadian Tire Financial Services Limited reserves the right to assign this Agreement in whole or part to an affiliate or other third party without your consent or prior notice to you. You acknowledge that you may not assign this Agreement without our consent. If we do consent, the provisions of this Agreement will be binding on your assignee.

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25. Registration and Passwords

Should you choose to register for any Services, you agree to provide accurate and current information about yourself as required by the registration process and to promptly update such information as necessary to ensure that it is accurate. You agree to be responsible for:

- (i) Maintaining the confidentiality of your username and login password; and
- (ii) All activities that occur under such password or account.

Further, you agree to notify Canadian Tire Drivers Academy of any unauthorized use of your password or account. Canadian Tire Drivers Academy shall not be liable, directly or indirectly, in any way for any loss or damage of any kind incurred as a result of, or in connection with, your failure to comply with this Section.

26. Website

This Agreement incorporates by reference the Canadian Tire Drivers Academy Website Terms and Conditions which can be found at <http://driversacademy.canadiantire.ca/website-terms-and-conditions>. You acknowledge that you have read the Website Terms and Conditions.

27. Privacy

This Agreement incorporates by reference the Canadian Tire Privacy Charter. For information on how user information is collected, used and disclosed by Canadian Tire Financial Services Limited or its affiliates in connection with your use of the Website and any of the Services, please refer to our Privacy Charter at <http://driversacademy.canadiantire.ca/privacy-a-security>.

28. Waiver

The failure of Canadian Tire Drivers Academy to exercise or enforce any right or provision of this Agreement shall not constitute a waiver thereof.

29. Severability

In the event that any provision of these Terms and Conditions is determined to be unenforceable or invalid in whole or in part, the affected portion of such provision will be deemed to be severed and the remaining provisions will continue to apply with full force and effect.

30. Headings

The headings used in these Terms and Conditions are included for convenience only and will not limit or otherwise affect these Terms and Conditions.

31. Entire Agreement

These Terms and Conditions, together with our Website Terms and Conditions, Canadian Tire Privacy Charter and Assumption of Risk, Waiver of Liability and Indemnity constitute the entire agreement between us relating to the subject matter hereof, and supersede any prior understandings or agreements (whether electronic, oral, or written) regarding such subject matter.

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32. Governing Law

These Terms and Conditions and their performance will be governed by the laws in force in the Province of Ontario, Canada, without giving effect to any principles of conflict of laws, and notwithstanding your domicile, residence or physical location. You consent and submit to the exclusive jurisdiction of the courts located in the City of Toronto, in the Province of Ontario, Canada, in all disputes arising out of or relating to the Services, the use of the Website and these Terms and Conditions.