

RESPLUS PROGRAMME - TERMS AND CONDITIONS

We are pleased you have decided to participate in the resplus Programme ("**Programme**"). These terms and conditions ("**Terms**") govern your access to and participation in the Programme, which is administered by Accor Services Canada Inc. dba AccorHotels ("**AccorHotels**" or "**we**"). The Programme is designed to reward the loyalty of our frequent corporate travel bookers as more particularly discussed below.

Please read these Terms carefully before joining the Programme, as they form a binding legal agreement between you and AccorHotels. By registering for, joining and/or participating in the Programme, you are (a) representing and warranting that you are eligible to join and participate in the Programme; and (b) indicating your agreement to and acceptance of these Terms without limitation or qualification.

Please note that we may change these Terms at any time, in our sole discretion, and without prior notice to you, so please be sure to review the Terms frequently. Your continued membership in the Programme following the posting or other distribution or notification of any such changes will mean that you accept those changes.

If you do not accept and agree to these Terms, or if you are not eligible for participation, please do not register for or join the Programme.

1. PROGRAMME ELIGIBILITY:

- A. How to Enrol. If you meet the eligibility requirements below and would like to enrol to become a member of the Programme ("**Member**,") (i) please request an enrolment form from an AccorHotels (as defined below) contact; or (ii) please visit us [online](#) and complete and submit the electronic form. Once we have received and processed the form, we will send you a welcome email which briefly describes the Programme and includes your Membership Number.
- B. Eligibility. To become and remain a Member, you must:
 - i. Be at least 18 years of age;
 - ii. Be a non-commissioned hotel reservation maker (i.e. executive or administrative assistant);
 - iii. Book primarily individual business travel for your colleagues (either directly, or through a travel agent);
 - iv. Ensure that your participation in the Programme does not contravene or violate any of your employer's company policies, directions, or codes of conduct. Please note that Points (as defined below) will be awarded to you personally for your booking activities and not your employer;
 - v. Before submitting the enrolment described above, have informed your employer that you are enrolling in the Programme and that Points will be awarded to you personally for making the reservation. You will be required to acknowledge having done so as part of the enrolment process; and
 - vi. Not be excluded from enrolment, as described below.

- C. Exclusions. The following individuals are excluded from participating in the Programme and may not enrol, even if they otherwise meet the criteria set forth above:
- i. Employees of AccorHotels, its affiliates, subsidiaries or parent company, or any Participating Property (as defined below);
 - ii. Employees of any other hotel, hotel chain, hotel brand or hotel management or operation company;
 - iii. Corporate travelers;
 - iv. Travel agents;
 - v. Meeting Planners, Conference Planners, or anyone booking 100% group travel;
 - vi. Employees of any federal, national, provincial, state or local government or crown corporations, where prohibited by any laws, statutes, rules, regulations, constitutions, ordinances, administrative agency or court decisions or similar acts of governmental or crown authority ("**Laws**");
 - vii. Individuals who reside in jurisdictions in which the Programme or their participation in it may violate applicable Laws; and
 - viii. Anyone receiving a commission or service fee for making a hotel reservation.
- D. Additional Terms. AccorHotels reserves the right to request additional information from you to confirm your eligibility for participation in the Programme. Each Member may only have one Membership account ("**Account**"). Accounts and Points may not be transferred. Accounts can be accessed and managed online at resplus.frhi.com ("**Programme Site**"). AccorHotels may otherwise investigate individuals' eligibility, including validating the authenticity of individuals' engagement as corporate travel bookers at any time, in its discretion and Members (as defined below) or potential Members agree to reasonably assist AccorHotels in this regard.

2. INFORMATION PRIVACY AND LICENSE TO ACCORHOTELS:

- A. Policy. At AccorHotels, protecting your privacy is very important to us. Our goal is to treat the personal information you furnish us and your Account information with the utmost respect. Please review our [Privacy Policy](#) to see how the personal information you provide us will be treated.
- B. Sharing With Employers. Please also note that as part of our efforts to protect your privacy, we will not provide individual Membership and/or Account information to Members' employers unless the Member gives us explicit permission to do. However, and also as indicated in Section 1, the Programme administrative helpdesk ("**Programme Helpdesk**") may contact Members' employers to confirm employment, to verify the authenticity of booking activity or to review and verify activities associated with Points awards. Your participation in the Programme indicates your consent to the sharing of this information with your employer.

- C. Member Content Warranty. You acknowledge and agree that you will be required to provide us certain information or other content via your Account or otherwise for you to be able to participate in the Programme and its various components ("**Member Content**"). You represent and warrant to us that (i) you have the right to give all such Member Content, including any personal information, and (ii) such Member Content is not libelous, defamatory, invasive of privacy or publicity rights, illegal, or otherwise objectionable and does not constitute or encourage a criminal offence, violate the rights of any party, or otherwise give rise to liability or violate any statute, law, rule, ordinance, court or administrative agency decision or similar act of governmental authority ("**Laws**").
- D. License to AccorHotels. You grant AccorHotels an unlimited, perpetual, royalty-free, worldwide right and license to use the Member Content as necessary to administer, offer, maintain and provide the Programme and otherwise for AccorHotels' business purposes, without your additional consent or right to review any uses or materials containing Member Content. This includes the right to reproduce, modify, adapt, translate, create derivative works, share, publish and distribute the Member Content. Please note that this license does not restrict or invalidate our obligations to keep personal information private in accordance with the policies set forth above. Please also note that it is not possible to join the Programme and limit, control or edit such use of the Member Content. You also acknowledge and agree that you are not entitled to any compensation for the permitted use of Member Content.

3. EARNING POINTS:

- A. Generally. To receive Programme points ("**Points**") that are redeemable for Rewards (as described and defined below), you must quote or list your Membership Number at the point of booking for all the types of reservations and stays described below. Points earned and awarded may take up to four weeks to appear in Members' Accounts.
- B. Individual Reservations. Points will be awarded to you for Qualified Reservations. The number of Points will be indicated on the Programme Site and may change from time to time in AccorHotels' sole discretion. "**Qualified Reservations**" mean any reservations for at least one room night made, booked and actualized at one or more Participating Properties (as defined below) at one of the following rates:
- Corporate Rates
 - Leisure Rates (exceptions noted below)
 - Government Rates (where applicable)
 - Wholesale Rates
- C. Participating Properties. The following properties are "**Participating Properties**" (each a "**Participating Property**") for the purposes of the Programme:
- All Raffles, Fairmont, and Swissôtel-branded hotel and resort properties throughout the world (each an "**FRS Property**" and together, the "**FRS Properties**"); and
 - Sofitel and Pullman hotel and resort properties located in Canada and the United States only; and
 - All properties listed on Onefinestay.com ("**Onefinestay**") throughout the world, whether villas, apartments or other types of homes.

- D. Excluded Rates and Stay Types. Reservations booked at the following rates or for the following types of reservations/stays will not be considered Qualified Reservations and, therefore, Points will not be awarded for any reservations/stays booked at the following rates or for the following stays, even if fulfilled:
- Tour Rates
 - Industry Rates (such as Airline, Travel Agent, etc.)
 - Group Rates (except as set forth below)
 - Third party Internet Rates
 - Complimentary Stays
 - Member's Personal Stays (regardless of rate paid)
 - Reservations made on behalf of friends & family members (unrelated to your current company's travel) are not eligible
- E. Pre-Enrolment Points. Qualified Reservations booked for stays 30 days prior to becoming a Member will be eligible for Points.
- F. Group Points.
- i. A Member may earn "**Group Points**" when and for booking a group of ten (10) or more rooms (peak night) at Participating Properties who have chosen to participate in this Programme, only if (a) the booking has a unique group code provided by the applicable Participating Property; (b) the Member must have signed a separate contract for the group booking with the applicable Participating Property; and (c) the applicable Participating Property must confirm that the member has not and will not earn points for this group booking through the Le Club AccorHotels Meeting Planner programme. To determine if an Participating Property participates in this part of the Programme, please contact the Programme Helpdesk at resplus@accor.com.
 - ii. In addition, requests for Group Points must be made from the Sales Manager at the applicable Participating Property and not the Members. Points will be awarded once the group has departed.
 - iii. Should the group materialize under ten (10) rooms peak night, Points will be calculated based on the individual reservations criteria set forth in Section 3.B. above.
 - iv. Group Points are substituted for Points earned on individual reservations, and do not qualify for additional bonuses. For clarity, Group Points are an alternative to individual reservation Points and are not awarded in addition to Points earned for individual reservations.
 - v. Group room nights are not included in any monthly threshold calculations.
 - vi. Group Points will only be awarded to one Member. Multiple Members cannot split or share Group Points.
- G. Refer a Friend. You can also earn Points by referring a friend to become a Member. Please use the tool provided on the Programme Site called "Refer a Friend" to participate. Please note that friends must become Members for you to accumulate Points and that all friends referred by Members must meet existing eligibility requirements for Programme participation. Referring Members will earn referral Points upon the new

Member's booking of his or her first Qualified Reservation. Please be sure to add your name and Membership Number on the referral form **before** it is submitted, to ensure that you get the Points credited for eligible referrals.

H. Missing Points.

- i. Members are responsible for tracking their Points balances and may do so by viewing their Accounts on the Programme Site. Points for Qualified Reservations that do not appear in a Member's Account ("**Missing Points**") can be requested by notifying AccorHotels in writing thereof, including by completing a "Missing Stay" form through the Programme Site or emailing the Programme Helpdesk at resplus@accor.com. Upon receipt of the request, we will review your information to determine whether Points should have been awarded.
- ii. To receive Missing Points, the Member's Membership Number must have been included with the booking at the time of the Qualified Reservation, and Points must not have been awarded to another Member for the same Qualified Reservation. Points for Missing Stays must be requested no later than six months after the applicable check-out dates; requests after this time will be refused.
- iii. Please allow 4-6 weeks to process requests for Missing Points and the award of Points (if any).

I. Points Ownership. Please note that Points are awarded to individual Members only and are that Member's Points only. Points may not be pooled with other Members for any reason. If we determine that Members are pooling Points we may do any or all of the following (i) remove the Points from the applicable Members' Accounts; (ii) invalidate any Rewards acquired with those Points or (iii) disqualify the Members from participation in the Programme.

J. Non-Transferable. Points cannot be transferred between Members or from a Member to any third-party, including his or her employer.

K. Additional Terms. Bookings claimed by more than one Member will only be awarded to one of them, as determined by AccorHotels in its sole discretion. We may debit Points from the Account of any Member who has acquired Points that should not have been awarded under these Terms.

4. ACCOUNT ACTIVITY AND MAINTENANCE:

A. Generally. You are solely responsible for ensuring the accuracy of any information, content or data submitted or posted via or to your Account ("**Member Content**"). If any Member Content changes (including your name, address, etc.) you are responsible for updating your Account via the Programme Site or notifying us at resplus@accor.com. Please note that we may be unable to award Points if your Member Content is not up to date.

B. Change of Employer. Members who change employers are responsible for notifying their new employer of their participation in the Programme within 30 days after beginning the new employment. Members may keep points earned while employed by their previous employer.

C. Inactive Accounts.

- i. If a Member has made no Qualified Reservations in a twenty four (24) month period, his or her Account will be made inactive without notice. Any Points remaining will immediately expire and be voided.
- ii. Members may have their Accounts re-activated (provided that they still meet the current eligibility requirements), however previously voided Points will not be reinstated. To reactivate an inactive Account, please contact the Member Helpdesk at resplus@accor.com and include your employer's name and title, so AccorHotels can determine if you are eligible for participation in the Programme.

5. REWARD REDEMPTION:

A. Generally. As indicated above, you may redeem your Points for rewards as listed in our online shopping mall ("**Rewards**"), a link to which will be provided via the Programme Site to Members. Rewards may include gift cards, merchandise or experiences for third-party goods and services, and/or provided by third-parties, as well as certificates redeemable for services at participating FRS Properties ("**Certificates.**"). Please review the specific terms governing certain Reward categories below, as well as the general terms applicable to all Rewards.

B. Terms for All Rewards.

- i. Points will not be credited to your Account until the applicable Qualified Reservation has actualized. Additional Points are not available for purchase.
- ii. Point values noted in the online shopping mall include all taxes and standard shipping charges. Expedited shipping is not available.
- iii. All Reward requests must be made via the online shopping mall.
- iv. An 8 – 12 business day processing period (not including shipping time) will apply to all requests for Rewards. Members are responsible for ensuring that they consider these timelines when placing an order.
- v. We do not guarantee or warrant that specific Rewards will be available at any time and we may withdraw, cancel, change or suspend the availability of any Rewards at our sole discretion at any time and without notice.
- vi. FRS Hotel Certificates redeemable for room nights and/or \$25 USD dining/spa at participating FRS Hotels (as more particularly described below) that are not expired can be returned and the Active Member's Account credited for the applicable number of Points (unless otherwise noted on the Certificate). AccorHotels will deduct a handling fee of 10% of the Certificate's Point value from the applicable Member's Account. Gift cards for third-party goods or services cannot be returned for any reason.

- vii. Points or Rewards may be subject to tax liability. All tax liability, including and without limitation, disclosure connected with the receipt and/or use of Points or Rewards is the sole responsibility of the Member.
- C. Third-Party Rewards. Rewards for goods, services, facilities and benefits not provided by AccorHotels or Participating Properties, but by a third-party vendor shall always be subject to the terms and conditions of that party, and to the limitations and exclusions imposed by any of them. Please visit the online shopping mall for all terms and conditions relating to merchandise, experiences and retail gift cards offered.
- D. FRS Property Rewards: Additional Terms.
- i. Dining Certificates. These Certificates entitle the Member to \$25 USD off food and non-alcoholic beverages at participating FRS Properties. The Certificate may not be used for alcohol purchase, nor to cover tax or gratuities. For a list of non-participating FRS Properties, please visit the Programme Site, or contact Member Services. Certificates cannot be used in conjunction with any other food and beverage package, promotion or special offer and does not apply to in-room dining. Certificates must be presented to your server upon being seated. Certificates are non-refundable and will not be replaced if lost, stolen or destroyed and, unless required by applicable Laws, have no cash value. Certificates expire 365 days from the date of issue. The expiry date is indicated on the Certificate. Expired Certificates will not be accepted for any reason.
 - ii. Spa Certificates. These Certificates can be redeemed at any Willow Stream or Fairmont Spa, Raffles Spa, or other spas owned and operated by Swissôtel Hotels & Resorts. Each Certificate entitles the Member to \$25 USD off any spa treatments or retail products available at the spa. The Certificate may not be used to cover taxes or gratuities. Individual spa appointments are subject to availability and the applicable policies and procedures of the applicable spa/participating property. For a complete listing of Willow Stream or Fairmont Spas, please visit fairmont.com/spa. For a complete listing of Raffles Spas, please visit raffles.com/explore/spa. These Certificates cannot be used in conjunction with any other package, promotion or special offer. Certificates must be presented and surrendered upon check-in at the applicable spa. Certificates cannot be used for online purchases. Certificates are non-refundable and will not be replaced if lost, stolen or destroyed. Certificates have no cash value. Certificates expire 365 days upon date of issue. The expiry date is indicated on the Certificate. Expired Certificates will not be accepted for any reason.
 - iii. Room Certificates.
 - a. These Certificates can be redeemed at participating FRS Properties in the collection listed on the front of the Certificate and entitle the Member to one night accommodation in the applicable FRS Property. A current list of FRS Properties within each collection is available on the Programme Site.
 - b. Reservations using these Certificates may only be made up to ninety (90) days in advance. Specific reservations are subject to availability, blackout dates and all policies and procedures at the applicable FRS

Property. Availability during that ninety (90) day window may change at any time without notice before the reservation is booked.

- c. Members are responsible for making their reservations through our AccorHotels call centre or the applicable FRS Hotel-direct reservation departments, and for confirming that the applicable property will accept Certificates as payment. Members are responsible for ensuring that enough time is allowed to ensure that Certificates are received prior to travel (based on the processing and shipping guidelines noted below).
- d. Certificates can only be used at participating FRS Properties within the collection noted on the front of the Certificate. Certificates are not interchangeable amongst collections.
- e. Certificates must be surrendered upon check-in to avoid being charged the applicable FRS Property's standard or regular rate. Charges will be credited once the respective FRS Property receives the original Certificates.
- f. Members are responsible for all taxes, assessments, gratuities, resort levies and surcharges. Any requests to extend stays or upgrade accommodations are the responsibility of the Member, and must be settled at time of check-in. All such charges, and any other charges incurred at the applicable FRS Property that exceed the value of the Certificate, are the sole responsibility of the Member.
- g. **Stays using Certificates as payment do not qualify for Points.** Certificates cannot be combined with any other certificates, discounts, or promotional offers. Stays using Certificates are not valid for credit towards any other loyalty programme, including any existing or previous AccorHotels loyalty programme.
- h. Certificates are non-refundable and will not be replaced if lost, stolen or destroyed, and have no cash surrender value. Certificates expire 365 days after the date of issue. The expiry date is indicated on the Certificate. Expired Certificates will not be accepted for any reason.
- i. Certificates only cover two adults in a room. Any extra charges associated with additional persons in the room are the responsibility of the guest.
- j. Certificates shipped by regular mail are unsecured and will not be replaced if not received, lost or stolen. For any certificates that ship via mail:
 - Orders shipping to North America, please allow a minimum of eight (8) to twelve (12) business days

- Orders shipping to destinations outside North America, please allow a minimum of twenty-one (21) business days
- Expedited (secure) shipping may be purchased for an additional 450 resplus points. To request expedited shipping, please contact resplus at resplus@accor.com.

6. MEMBER CONTENT:

- A. Member Content Warranty. You acknowledge and agree that you will be required to provide us certain information or other content via your Account or otherwise for you to be able to participate in the Programme and its various components ("**Member Content**"). You represent and warrant to us that (i) you have the right to give all such Member Content, including any personal information, and (ii) such Member Content is not libelous, defamatory, invasive of privacy or publicity rights, illegal, or otherwise objectionable and does not constitute or encourage a criminal offence, violate the rights of any party, or otherwise give rise to liability or violate any applicable Laws.
- B. License to AccorHotels. You grant AccorHotels an unlimited, perpetual, royalty-free, worldwide right and license to use the Member Content as necessary to administer, offer, maintain and provide the Programme and otherwise for AccorHotels' business purposes, without your additional consent or right to review any uses or materials containing Member Content. This includes the right to reproduce, modify, adapt, translate, create derivative works, share, publish and distribute the Member Content. Please note that this license does not restrict or invalidate our obligations to keep personal information private in accordance with the policies set forth above. Please also note that it is not possible to join the Programme and limit, control or edit such use of the Member Content. You also acknowledge and agree that you are not entitled to any compensation for the permitted use of Member Content.

7. PROGRAMME DURATION AND MAINTENANCE:

- A. Duration. We may terminate the Programme at any time without prior notice to you. If we do terminate the Programme, we will notify Members on the Programme Site, via email or any other method we select. Points may be redeemed for Rewards for up to six months following termination. **All reservations for complimentary stays at participating FRS Properties for which a Member intends to use a Certificate must be booked within six months after the Programme terminates.** Other Rewards may be redeemed in accordance with their terms. Certificates issued within the above-referenced six (6) months will be valid 365 days from date of issue and the expiration date will appear on the Certificate(s).
- B. Maintenance. You expressly acknowledge and agree that we may add, modify, suspend or delete any of these Terms, and any other rules, terms, conditions, procedures, benefits, rewards, or Point levels pertaining to this Programme at our sole discretion without notice to you.

- C. Revocation and Suspension of Membership. We may revoke or suspend membership in the Programme and void all Points earned by a Member if he or she violates these Terms or otherwise abuses his or her participation, or the privileges available by such participation, in the Programme. AccorHotels may also revoke or suspend membership for any Member that acts in a manner inconsistent with or contrary to applicable Laws, or whose actions or failures to act are likely to cause AccorHotels to violate applicable Laws. AccorHotels' interpretations of these Terms shall govern and control.

8. INDEMNITY:

You agree to indemnify, defend and hold forever harmless AccorHotels, its parents, subsidiaries, affiliates, employees, officers, directors, agents, servants and representatives (the "**AccorHotels Parties**") from and against any and all claims, causes of action, lawsuits, liabilities, damages, fines, penalties, expenses and costs (including reasonable attorneys' fees) ("**Claims**") suffered or incurred by one or more AccorHotels Party to the extent arising out of or relating to (A) your participation in the Programme, including any redemption of Rewards, Certificates or Points; (B) your failure to comply with these Terms; (C) your failure to comply with applicable Laws or the policies, directions, codes or similar materials of your employer(s); (D) your breach of any warranty in these Terms; and (E) your negligence or willful misconduct.

9. WARRANTY DISCLAIMER:

- A. Generally. AccorHotels provides the Programme, Programme membership, the Programme Site, Points, Rewards, Certificates ("**Programme Materials**") and other materials, services and products on an "as-is" basis and, to the fullest extent permitted by applicable Laws, expressly disclaims any warranties of any kind, express or implied, including but not limited to, warranties of merchantability, fitness for a particular purpose, design, accuracy, capability, sufficiency, suitability, capacity, completeness or availability. You agree that AccorHotels does not represent, warrant or guarantee that the Programme Materials or any other materials, products and services will be uninterrupted, without omissions or error free, or that defects will be corrected or changes implemented.
- B. Information. Without limiting the foregoing, AccorHotels does not warrant, and explicitly disclaims all warranties in connection with any Programme or Member Content, any information conveyed in any Programme Materials or related collateral, including its processing, use, reproduction, modification, adaptation, translation, derivation, sharing, publishing or distribution, including without limitation the accuracy, reliability, security, or any other feature relating thereto or its processing, use, reproduction, modification, adaptation, translation, derivation, sharing, publishing or description thereof.

10. LIMITATION OF LIABILITY:

- A. Generally. Under no circumstances will any AccorHotels Party be liable for any indirect, punitive, incidental, special or consequential damages arising out of the Programme, the Programme Materials, your participation in the Programme or any other products and services, even if caused by the negligence or willful misconduct of the AccorHotels Parties, and even if the AccorHotels Parties have been advised of the possibility of such damages. This includes lost profits or revenues and/or lost business opportunities. If an

AccorHotels Party is held liable for any damages related to the Programme, Programme Materials, your participation in the Programme, or any other products and services, your sole and exclusive remedy will be limited to reimbursement for services or products paid by the Member to the AccorHotels Party held liable which were provided by such AccorHotels Party.

- B. Exclusions May Not Apply. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, therefore, such exclusions may not apply to you.
- C. Timing of Claims. You agree that you must bring or assert all Claims arising out of or relating to the Programme or any element or portion of it, including these Terms, within two years after the facts giving rise to such Claim occur. You hereby explicitly waive any and all rights to bring or assert any such Claim after the stated time period.

11. ADDITIONAL TERMS:

- A. Applicable Laws. The Programme, and any Points, Certificates or Rewards, are void or otherwise inapplicable where prohibited or restricted by applicable Laws.
- B. Governing Law, Jurisdiction and Venue. These Terms shall be governed and interpreted in accordance with the national and local laws of the Province of Ontario, Canada. Any disputes arising between you and AccorHotels or any AccorHotels Party arising out of or related to these Terms, including your participation in the Programme, shall be brought in the courts of the Province of Ontario, Canada, and you consent to the exclusive jurisdiction of such courts over such matters. Venue for any disputes shall be in the courts of competent jurisdiction located in Toronto, Ontario.
- C. Severability. If any term or other provision of these Terms is determined to be invalid, illegal or incapable of being enforced by any court of competent jurisdictions, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party.
- D. Entire Agreement. These Terms, including all the terms and conditions incorporated by reference, constitute the entire agreement between you and us as to the subject matter discussed in them. Except for AccorHotels' ability to unilaterally modify these Terms and/or the Programme without your consent, or as otherwise explicitly set forth in these Terms, the agreement between us may not be altered or amended except by a written document signed by both you and AccorHotels. These Terms supersede and render invalid any other arrangements, agreements or promises, whether written or oral, which may have been made by one party to the other, which shall have no further force or effect.

AS INDICATED ABOVE, IF YOU DO NOT AGREE TO THESE TERMS YOU SHOULD ELECT NOT TO JOIN THE PROGRAMME.

TO UPDATE YOUR ACCOUNT INFORMATION AND/OR TERMINATE YOUR MEMBERSHIP IN THE PROGRAMME, PLEASE CONTACT THE RESPLUS HELPDESK:

- By phone: 1-800-663-0005 (toll-free in North America) or 506-877-3085 (international)
- By email: resplus@accor.com
- By mail: Resplus Helpdesk
c/o AccorHotels
2081 Main Street
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Canada
E1E 1J2