

# J.D. IRVING, LIMITED GROUP OF COMPANIES PRIVACY STATEMENT AND LEGAL STATEMENT

## **Privacy Statement**

J.D. Irving, Limited and its divisions and related operating companies (“JDI” or “We”) respect your privacy.

### **Our commitment to you**

We comply with applicable privacy and anti-spam legislation and manage personal information in a manner consistent with the principles for managing personal information that are reflected in such legislation. This includes:

- Protecting privacy by designating a responsible individual and by assigning internal responsibilities
- Developing, maintaining and enforcing practices that are necessary to protect privacy and providing information about such practices on request
- Collecting, using and disclosing personal information as authorized and only for purposes that a reasonable person would consider are appropriate in the circumstances
- Making a reasonable effort to ensure that personal information collected by us or on our behalf is accurate and complete
- Making reasonable security arrangements to prevent unauthorized access, collection, use, disclosure, copying, modification or disposal or similar risks to personal information under our control
- Providing individuals access to their own personal information and a right of correction to their personal information in accordance with applicable law
- Retaining personal information as required by law and in accordance with designated retention periods
- Maintaining a process for receiving and responding to complaints and other feedback on privacy issues

### **How and why we handle personal information**

We collect a range of personal information, including contact information, account information, biographical information, purchase and transaction history information and information about product and service preferences.

We use this information for the following primary purposes:

- to communicate, offer products and services and sell goods
- to deliver products and services, resolve complaints and offer credit
- to enhance products, services and marketing efforts
- to administer contests and other promotions
- to operate our businesses, including taking steps to identify fraud, theft and similar irregularities

We ordinarily bring these and any other applicable purposes to individuals’ attention at or before the time we collect personal information. At the same time, we ordinarily direct individuals to this policy for further information.

## **Commercial communications**

JDI's divisions and operating companies may communicate directly with individuals about products, community initiatives, services and promotions, but only do so based on consent. We also provide individuals with a means of telling us if they do not wish to be contacted. When we send commercial electronic messages, we do so in compliance with the specific requirements set out in Canadian anti-spam legislation to the extent it applies.

We do not sell or trade personal information with other companies. From time-to-time we may engage in joint-marketing with other reputable companies or institutions, but do not give such companies access to personal information for their own purposes.

## **Our service providers**

We may transfer your personal information to third parties who provide services on our behalf. For example, we may use service providers to authorize and process payments, to perform credit checks, to collect debts outstanding on an account or perform audits, to operate certain features of our websites, to send email or other communications, to run our contests and promotions, to conduct customer research, to manage and analyze data and to fulfill gift card orders. Data may reside in Canada, the United States and in data centres throughout the world.

## **Website privacy**

We maintain websites that may require individuals to register by providing us with personal information. Our use and disclosure of personal information collected through the registration process is governed by this policy.

Our websites use cookie technology to make your web browsing experience more personalized and more convenient. A cookie is a small file that enables us to store information about your activities on our websites. If you do decide to disable our cookies, you may not be able to take full advantage of certain features available on our websites.

We also log visits to our websites. Our logs include data about visitors' operating systems, web browser types and information about how users entered our site (e.g., search terms and links) and what users do on our websites. We use this data to understand how our website is navigated to and used, and to plan for future enhancements of our websites.

## **Company-specific privacy policies**

You may learn more about the privacy practices of the following J.D. Irving operating companies by reading the following company-specific privacy policies:

Brunswick News Inc.: <https://tj.news/Privacy>

Kent Building Supplies: <https://kent.ca/privacy>

## **Contact information**

We encourage feedback on this policy and the practices we employ in managing employee personal information. Feedback, complaints, requests for access to personal information and information breach reports may all be directed to our Privacy Officer at [privacyofficer@jdirving.com](mailto:privacyofficer@jdirving.com).

## **Legal Statement**

Your access to and use of this site in any manner will constitute your acknowledgment that you agree to be bound by the following terms and conditions:

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