

## Pharmasave Rewards Program Terms and Conditions

### **PARTICIPATING STORES**

1. The Pharmasave Rewards Program (the "**Program**") is a store specific rewards program available at participating Pharmasave locations. Points may only be collected and redeemed at the specific Pharmasave store where the Pharmasave Rewards card (the "**Rewards Card**") was obtained and Pharmasave Rewards points are not transferable between Pharmasave stores.
2. Any reference herein to Pharmasave refers to the Pharmasave location(s) at which the applicable Rewards Card was obtained. "**Participating Store(s)**" means the specific Pharmasave store locations and Pharmasave Health Centre locations which are participating in the Program.
3. BEFORE ANY MEMBER CAN PARTICIPATE IN THE PROGRAM AND USE THE REWARDS CARD, YOU MUST READ, UNDERSTAND AND AGREE TO BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS (the "**Terms and Conditions**").

### **MEMBERSHIP APPLICATION**

4. To participate in the Program, a customer must become a member of the Program ("**Member**"). Membership is free and no initial purchase is required. Membership is only open to persons who have reached the age of 18 years old and is not open to minors and Pharmasave reserves the right to request identification from the customer to verify their age. Simply fill out a Pharmasave Rewards Program application form (the "**Application Form**") accurately, completely and legibly at any participating Pharmasave store or visit [www.pharmasave.com](http://www.pharmasave.com), complete and print the on-line Application Form, accept these Terms and Conditions, print the completed Application Form and bring it into any Participating Store. Upon completion, the Member will receive his/her own Rewards Card.
5. Only one Rewards Card is available per Member at each Participating Store. You may apply for a Rewards Card at more than one Participating Store, provided that Pharmasave Rewards points are not transferable between Pharmasave stores, and can only be collected and redeemed at the specific Participating Store where you applied.
6. The Rewards Card is not a credit card. The Rewards Card is the property of Pharmasave and it may be revoked or cancelled at any time by Pharmasave in its sole discretion, without liability.
7. Each Pharmasave Rewards Member (a "**Member**") will be issued a Rewards Card that has a unique number ascribed to it and is registered in the Member's name. Members cannot share their account number and account information with anyone else however, they can notify the Participating Store that they wish to link a family member's Rewards Card to their own Rewards Card.
8. Members must advise Pharmasave immediately of any changes of Personal Information (as hereinafter defined) by completing a new Application Form and submitting it to the Participating Store where the card information is held. If Pharmasave believes that some of its records are inaccurate, it may contact the Member to verify its records. Pharmasave reserves the right to cancel or suspend any Rewards Card for which it has incomplete or inaccurate Personal Information and all Pharmasave Rewards Points redemptions on that account may be either blocked or forfeited. The submission of false or fictitious Personal Information or any other misrepresentation or fraudulent activities by a Member

will result in all the Pharmasave Rewards Points accumulated on such Member's account being forfeited, closure of the membership account and cancellation of the Rewards Card.

9. Pharmasave reserves the right to refuse issuance of a Rewards Card to any customer who does not follow the prescribed application procedures.
10. Members must either present their personal valid Rewards Card or provide the Member's phone number that was provided on the Application Form (the "**Registered Phone Number**") to collect points and earn rewards. Any unauthorized reproduction of the Rewards Card may lead to Pharmasave reporting such activities to local authorities and/or forfeiture of all Pharmasave Rewards Points and membership in the Program.
11. Program membership is only available to individuals. Membership will not be available to corporations, businesses, charities, partnerships, enterprises or anyone other than an individual, unless written approval is received in advance from Pharmasave, in its sole discretion. Pharmasave Rewards Points will not be awarded if in Pharmasave's reasonable opinion the merchandise purchased will be used for resale or commercial use and any Pharmasave Rewards Points awarded on such purchases will be forfeited. Pharmasave reserves the right to limit Pharmasave Rewards Points awarded with respect to any offer or promotion to reasonable household quantities. If a Member was awarded points for an offer or promotion in which a Member purchased product(s) in excess of reasonable household quantities, the Pharmasave Rewards Points awarded as a result of that offer or promotion may be forfeited without prior notice.

#### **COLLECTION OF PHARMASAVE REWARDS POINTS**

12. To collect Pharmasave Rewards Points following application, a Member must make Eligible Purchases at the Participating Store where the Rewards Card was obtained. The Member's personal Rewards Card or his/her Registered Phone Number must be presented to the cashier at a Participating Store at the time of purchase, before the purchase transaction is completed. A facsimile, photocopy or other reproduction of the Rewards Card, the Member's name, account number, or Member information other than the Registered Phone Number will not be accepted by the Participating Store for the purposes of collecting Pharmasave Rewards Points (unless permitted on a case by case basis, at the sole discretion of the participating store),. No Pharmasave Rewards Points will be awarded once the transaction is completed (unless permitted on a case by case basis, at the sole discretion of the Participating Store). Pharmasave shall not be responsible or liable if the Member fails to follow these procedures.
13. Pharmasave Rewards Points will be awarded at the rate of 1 Pharmasave Rewards Point for each dollar spent on each separate purchase of Eligible Products at Participating Stores. Pharmasave Rewards Points will be calculated by reference to the net (purchase price less discounts) pre-tax total of Eligible Purchases set out on a cash register receipt. The total Pharmasave Rewards Points awarded and reflected on each cash register receipt will be rounded down to the last dollar spent. Pharmasave may offer special promotions from time to time offering additional Pharmasave Rewards Points on certain Eligible Products ("**Pharmasave Rewards Bonus Points**"). Such Pharmasave Rewards Bonus Points, once awarded, shall form part of the Member's Rewards Card Points balance (the Pharmasave Rewards Points and Pharmasave Rewards Bonus Points collectively hereinafter referred to as "**Pharmasave Rewards Points**").
14. Where applicable, Pharmasave Rewards Points will be issued for purchases made through delivery service by Participating Stores, provided that the Member provides the

Participating Store with his/her personal Rewards Card number when the delivery order is placed. The Rewards Card must be presented to the driver for verification at the time of delivery.

15. The maximum amount of points awarded per customer per day is 3,000.
16. “**Eligible Purchases**” shall mean any purchases of products or services at a Participating Store that are eligible for the purposes of collection of Pharmasave Rewards Points, which specifically excludes the Ineligible Purchases below.
17. Pharmasave Rewards Points are not awarded on the purchase of, and may not be redeemed towards, the following products and services (“**Ineligible Purchases**”): cigarettes or tobacco, gifts with purchase, gift certificates or cards, phone cards, lottery tickets, products purchased in the post office, stamps, passport photos, transit tickets/passes, delivery charges, event tickets, bottle deposits/returns, charitable donations, products containing codeine, certain prescription medications and pharmacy services, the Pharmasave Rewards Points redemption portion of a transaction, and any other items specified as exclusions from time to time or where prohibited by applicable laws. Applicable legislation may prohibit the issuance of Pharmasave Rewards Points for certain prescription drug purchases and select, products, medical supply or services provided by a Participating Store. Members should check with their Participating Store(s) for a complete and current list of non-eligible medications, services and products. If certain prescription drug purchases are Eligible Purchases, the Member may only accumulate points for prescription drug purchases filled in his or her own name, with the exception of any of the Member’s children under the age of 18. Pharmasave Rewards Points will be awarded on Eligible Purchases when a Member pays for a purchase with a gift card or certificate. Pharmasave reserves the right to change, add or delete Eligible Purchases at any time, at its sole discretion, without notice.
18. All Pharmasave Rewards Points are shown on the cash register receipt for each purchase at a Participating Store when a Rewards Card is presented before the completion of the purchase transaction. In the event that Pharmasave Rewards Points do not appear on a receipt due to a technical failure (which specifically excludes the Member’s failure to present his or her Rewards Card to the cashier before the completion of such purchase transaction) , they will be updated on the cash register receipt at a later purchase transaction date. Members may also inquire about their Pharmasave Rewards Points balance by contacting their local Pharmasave.
19. Returns and/or exchanges will be honored in accordance with Pharmasave’s return policy (posted at [www.pharmasave.com](http://www.pharmasave.com), as may be amended time from time to time) only if the original cash register receipt is presented at the time of the return and/or exchange within the time period specified in such receipt. On a return and/or exchange the Pharmasave Rewards Points will be deducted automatically from the Member’s account that was used for the original purchase (whether or not the Rewards Card is presented at the time of return and/or exchange). The Member will be reimbursed for the purchase price shown on the receipt of the item(s) returned. Upon the return and/or exchange of purchases earned through the redemption of Pharmasave Rewards Points, all redeemed Pharmasave Rewards Points will be forfeited and the Member will receive the full value of the returned product, in the form determined by Pharmasave.
20. All Pharmasave Rewards Points totals, as shown on the cash register receipts, will be deemed correct unless otherwise substantiated by the Member by providing evidence satisfactory to Pharmasave in its sole discretion. Discrepancies must be addressed with the Participating Store where Pharmasave Rewards Points were awarded within 3 months of the date of the cash register receipt. Pharmasave reserves the right to restrict

redemption, suspend or put a “hold” on Pharmasave Rewards Points for up to 45 days from the date the Pharmasave Rewards points are posted to a Member’s account.

21. Pharmasave Rewards Points are reduced to zero upon closure of any Program membership account.
22. Upon the death of any Member, the Member’s account will be closed and any Pharmasave Rewards Points in the Member’s account will be forfeited. Pharmasave Rewards Points are not divisible or transferable in the case of divorce.
23. If any Member does not collect any Pharmasave Rewards Points for 12 consecutive calendar months, the membership will be deemed to be inactive, the Rewards Card will be cancelled and all accumulated Pharmasave Rewards Points will be forfeited. At that time the Rewards Card Points balance may be reduced to zero, at Pharmasave’s sole discretion.

**REDEMPTION OF PHARMASAVE REWARDS POINTS**

24. Pharmasave Rewards Points may be redeemed for savings rewards off a purchase at Participating Stores in accordance with the following Pharmasave Rewards Points redemption schedule:

Points Required for Savings Reward Value\*

\*LAST UPDATED: September 1, 2015, with an effective date of September 1, 2015

Points Required	Reward Value	Points Required	Reward Value
300	\$5	1,800	\$30
600	\$10	2,100	\$35
900	\$15	2,400	\$40
1,200	\$20	2,700	\$45
1,500	\$25	3,000	\$50

Unless amended by Pharmasave, in its sole discretion, the maximum redemption of Pharmasave Rewards points per individual purchase transaction by a Member is \$100.00 pre tax.

From time to time, special promotions may be run during which one or more redemption level(s) may temporarily be altered and/or suspended, new redemption levels added or points may be redeemed directly towards the purchase of specific Eligible Purchases. Promotions may vary for each Participating Store and with respect to format.

Pharmasave may, from time to time, offer supplementary programs or promotions related to the Pharmasave Rewards Program (“**Related Programs**”).

25. All applicable taxes are calculated and payable by the Member on the full amount of the full purchase price of any purchase transaction before any savings rewards or discounts are redeemed or applied.
26. A Member’s Pharmasave Rewards Points balance will be reduced by the number of points required to obtain the desired point redemption level. Unredeemed Pharmasave Rewards Points plus any Pharmasave Rewards Points earned in the current purchase

transaction, will remain in the Member's Pharmasave Rewards Points account and can be applied to a subsequent transaction.

27. Pharmasave Rewards Points can only be redeemed if the desired point redemption level has been reached by the Member prior to the redemption transaction. Only one redemption is available per purchase transaction.
28. When redeeming Pharmasave Rewards Points, Pharmasave will automatically select the maximum eligible Pharmasave Rewards Points redemption level available. Alternatively, the Member may select a different eligible redemption level by informing the cashier prior to redemption of Pharmasave Rewards Points. In either case, the Member's account under his/her Rewards Card number must have the appropriate number of Pharmasave Rewards Points. For example, if the Member has accumulated 2,400 Pharmasave Rewards Points, the maximum redemption level available is 2,400 Pharmasave Rewards Points.
29. When redeeming Pharmasave Rewards Points, the Member may maximize the dollar value of the reward discount. If the Member does not wish to maximize the dollar value of the reward discount, the remaining dollar value associated with the reward discount will be forfeited. For example, if the Member has accumulated 2,400 Pharmasave Rewards Points and wishes to redeem all these points on a transaction with a pre-tax purchase price of eligible products of \$38.00, then the reduction off the purchase price will be \$38.00 and the difference between the \$40.00 maximum reward discount and the \$38.00 discount (i.e. \$2.00) will be forfeited.
30. Pharmasave Rewards Points may only be redeemed towards Eligible Purchases and cannot be redeemed towards purchases of the following products and services; cigarettes or tobacco, gifts with purchase, gift cards, phone cards, lottery tickets, products purchased in the post office, stamps, passport photos, transit tickets/passes, delivery charges, event tickets, bottle deposits/returns, charitable donations, products containing codeine, prescription medications and pharmacy services, and any other items specified as exclusions from time to time or where prohibited by applicable laws.
31. Pharmasave Rewards Points may not be collected or redeemed by any person other than the Member. Members may be required to provide proof of identity when redeeming Pharmasave Rewards Points to protect the integrity of the Member's Pharmasave Rewards Points balance and account. Each Member is responsible to ensure that all Personal Information is correct and up-to-date and Pharmasave reserves the right to block or suspend redemptions where the Member information has been determined by Pharmasave to be inaccurate or incomplete.
32. In case of a lost Rewards Card, upon presentation of proper identification, a new Member's number will be provided to the Member by the participating Pharmasave store, and the original Rewards Card shall be cancelled by Pharmasave. The accumulated unredeemed Pharmasave Rewards Points balance in the Member's account shall remain intact. Pharmasave assumes no liability or responsibility for Pharmasave Rewards Points redeemed by any person(s) other than the Member prior to the notification by the Member to the Participating Store that the Rewards Card is lost and that the Rewards Card should be cancelled. Any Pharmasave Rewards Points redeemed by any other person other than the Member and any loss or reduction of Pharmasave Rewards Points prior to such notification shall be at the Member's sole risk.
33. Pharmasave will not be liable or responsible in any manner for any tax consequences which may flow from any participation in the Pharmasave Rewards Program by any non-Canadian resident, and where permitted by Pharmasave, by any corporation, business, charity, partnership or enterprise.

34. From time to time, Pharmasave may advertise or offer exclusive offers to select Members with respect to which they may redeem Pharmasave Rewards Points for items other than a discount reward, or receive other benefits or discounts that may not be specifically described under these Terms and Conditions.
35. Pharmasave Rewards Points have no cash value and are not exchangeable for cash. Except as permitted from time to time by Pharmasave, Pharmasave Rewards Points cannot be assigned, exchanged, purchased or given by gift. Pharmasave Rewards Points cannot be sold, traded, bartered, rented or otherwise disposed of. Pharmasave Rewards Points are void if sold for cash or any other consideration.

## **PRIVACY OF PERSONAL INFORMATION**

36. Pharmasave collects personal information from Members including without limitation name, telephone numbers, age, age-range, e-mail, postal code, postal address and purchasing information (“**Personal Information**”) in accordance with the Pharmasave Privacy Policy, located at [www.pharmasave.com](http://www.pharmasave.com) (the “**Privacy Policy**”). Pharmasave is committed to keeping such Personal Information safe in order to protect it from loss, theft, unauthorized access, disclosure, duplication, use by others and modification. Personal Information is protected by reasonable security safeguards appropriate to the sensitivity of the Personal Information.
37. Without limiting to the purposes specifically set out under the Privacy Policy, Pharmasave may also use Personal Information to credit the correct Program membership number account, to communicate with the Member, to better understand the Member’s shopping and information needs and to offer the Member relevant information, products, services and rewards to meet those needs. By providing the Personal Information to Pharmasave, you consent to Pharmasave using the information for the uses specified herein and under the Privacy Policy.
38. Pharmasave does not sell the personal information of any Member to any other third party without permission. Pharmasave takes reasonable precautions regarding any sensitive information or security information.
39. On occasion Pharmasave may communicate special offers, newsletters, health and wellness information, news updates, information and services to Members. Any Member who does not wish to receive these offers may indicate so on his/her Application Form in the designated area. Alternatively, he/she may unsubscribe to any electronic communication at any time by sending Pharmasave an email at [privacy@pharmasave.com](mailto:privacy@pharmasave.com) with the words “remove” in the subject line of the email.

## **TERMINATION OR SUSPENSION OF PROGRAM**

40. Pharmasave reserves the right to terminate the Program at any time without reason, by providing 30 days written notice in Pharmasave store flyers and/or notices posted in participating Pharmasave stores. If events beyond Pharmasave’s reasonable control affect Pharmasave’s ability to continue to operate the Program, the Program may be suspended or terminated immediately without notice to Members.
41. Pharmasave may restrict, suspend, change, modify or otherwise alter any terms and conditions of the Program or these Terms and Conditions, without notice, at any time and in its sole discretion. Any changes to these Terms and Conditions will be effective immediately upon posting of the revised Terms and Conditions on [www.pharmasave.com](http://www.pharmasave.com), and a copy of the revised Terms and Conditions will be made available at each participating Pharmasave store, upon request of any Member. A

Member's continued use of the Program and Rewards Card following the posting of any changes or modifications to the Terms and Conditions will constitute his/her acceptance of such changes or modifications. Members should frequently review these Terms and Conditions from time to time to understand the terms and conditions that apply to their use of the Program and the Rewards Card. For greater certainty, the online version of the Terms and Conditions posted at [www.pharmasave.com](http://www.pharmasave.com), is the governing version.

42. The Member's signature on the Application Form or first time usage of a Rewards Card constitutes agreement by and acceptance of the Member to these Terms and Conditions.
43. Any abuse by a Member of the Program's privileges, any failure by a Member to follow the Program's Terms and Conditions, any property damage, theft or other unacceptable behavior by a Member at a Pharmasave store, or any misrepresentation by a Member may, at Pharmasave's sole discretion, subject the Member to expulsion from the Program and cancellation of such Member's Rewards Card, including forfeiture of all accumulated Pharmasave Rewards Points.
44. If a participating Pharmasave store either closes or is no longer operated as a Pharmasave store, then any Rewards Cards issued by such store shall be cancelled and void, the Members' accounts relating to that store shall be closed and all Members of such store shall forfeit all accumulated Pharmasave Rewards Points.
45. Upon suspension or termination of the Program for any reason whatsoever, Pharmasave will have no liability therefore to any Member and is automatically released from all claims Members in respect of such suspension, termination, forfeiture of Pharmasave Rewards Points, redemption of Points or otherwise in respect of such suspension or termination.

#### **RELEASE AND LIMITATIONS OF LIABILITY**

46. Upon and in consideration of a Member redeeming any Pharmasave Rewards Points for rewards, each such Member waives and releases Pharmasave and its directors, officers, employees and agents from any and all claims, actions, causes of action, expenses, losses, judgments, liabilities, damages and demands of any nature whatsoever which may exist now or may arise in the future by reason of such Member's participation in, or otherwise arising out of, the Program, including without limitation, the redemption and use and/or inability to use any reward and any loss or damage caused by goods and services supplied as any reward, including without limitation, any sickness, personal injury or property damage.
47. Each Participating Store is independently owned and operated by a franchisee and is solely responsible and liable for administering the Program, issuing Rewards Cards and dealing with Members. FOR GREATER CERTAINTY, PHARMASAVE DRUGS (WESTERN) LTD. AND PHARMASAVE DRUGS (NATIONAL) LTD. ARE NOT RESPONSIBLE OR LIABLE, TO ANY MEMBER OR OTHERWISE, FOR THE PROGRAM, WHICH SHALL BE SOLELY ADMINISTERED BY THE PARTICIPATING STORE(S).
48. EACH MEMBER AGREES THAT PHARMASAVE, PHARMASAVE DRUGS (WESTERN) LTD. AND PHARMASAVE DRUGS (NATIONAL) LTD, AND THEIR RESPECTIVE DIRECTORS, OFFICERS AND EMPLOYEES SHALL NOT BE LIABLE FOR DAMAGES, COSTS, EXPENSES OR LIABILITIES ARISING OUT OF OR RELATED TO THE PROGRAM, REWARDS CARD OR THESE TERMS AND CONDITIONS, INCLUDING WITHOUT LIMITATION, ANY DIRECT, SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY,

## **GENERAL**

49. These Terms and Conditions will be governed and interpreted according to the laws of Alberta, Canada. The parties hereby attorn to the exclusive jurisdiction of the courts of competent authority in the Province Alberta.
50. These Terms and Conditions constitute the entire agreement between each Member and Pharmasave relating to the Program.
51. Any waiver by Pharmasave of the strict observance, performance or compliance by a Member with any of the Terms and Conditions contained herein, either expressly granted or by course of conduct, shall be effective only in the specific instance and shall not be deemed to be a waiver of any rights or remedies of Pharmasave as a result of any other failure to observe, perform or comply with the Terms and Conditions. No delay or omission by Pharmasave in exercising any right or remedy hereunder shall operate as waiver thereof or of any other right or remedy.
52. The provisions of these Terms and Conditions are severable and if any provision is determined to be invalid or unenforceable, that will not affect the validity or enforceability of the remaining provisions of these Terms and Conditions.