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PROXIM PRIVILÈGE PROGRAM RULES

These Rules contain the terms and conditions of the PROXIM Privilège Program (the "Program") managed by the Pharmessor Group Corporation (the "Manager"). The Program runs in Québec at participating PROXIM stores ("participating stores"). The Program makes it possible to earn and redeem PROXIM dollars ("PROXIM dollars") to pay for purchases of eligible products in participating stores.

1. MEMBERSHIP AND CONDITIONS

1.1 Age. Any person residing in Québec and 16 years of age or older is eligible for the Program. Companies are not eligible.

1.2 Enrollment form. Membership in the Program is free. To enroll, simply ask the cashier of a participating store for your Privilège card. You may have to provide a photo identification and/or proof of date of birth. You will then be able to create your user profile to gain access to many offers and benefits, and information about your card and your PROXIM dollars. To create your profile, you must register online at www.groupeproxim.ca or send your duly completed and signed enrollment form to the following address: "PROXIM Privilège Program", Groupe PharmEssor, 5000, boul. Métropolitain E., Saint-Léonard, QC, H1S 3G7 so that we can create your profile for you. Limit of one Privilège card per person.

1.3 Acceptance. By using your Privilège card for the first time, you agree that you have read and accepted the terms and conditions of the Program set out in these Program Rules (the "Rules"). You then become a member of the Program ("Privilège member").

1.4 Website. The website contains information relating to the Program referred to in the Rules as well as new information about the Program that may become available from time to time, including, without limitation, changes in the number of participating stores or the Rules. The first time you access the website using your Privilège card number, you will be able to create your profile and choose your password by following the online instructions.

1.5 Safeguarding. It is the Privilège member's responsibility to respect the Rules and safeguard the Privilège card, and to keep the Privilège card number and password confidential.

1.6 Changes to the Program. It is the Privilège member's responsibility to stay informed of any changes that may be made to the Program and the Rules from time to time by visiting the website or by contacting the participating stores.

2. EARNING

2.1 Eligible products. You earn PROXIM dollars with each purchase of a product found in the "Boutique" of a participating store ("in-store products"). In participating stores, the Boutique is located outside the "pharmacy" section. In some participating stores, products that are normally found in the Boutique may be in the pharmacy section. In such a case, these products are not considered in-store products for which PROXIM dollars may be earned. For the purposes of these Rules, the above-mentioned products are collectively referred to as "eligible products". Any purchase of an eligible product to earn PROXIM dollars is subject to the conditions set out in the Rules.

2.2 Before purchasing a product, you may ask an employee of the participating store whether said product qualifies as an eligible in-store product for which PROXIM dollars may be earned.

2.3 Presentation of the Privilège card. In order to earn PROXIM dollars, the Privilège member must present their Privilège card to the cashier of the participating store or, if the purchase of an eligible product is not made in person, they must provide their Privilège card number when making the transaction. Should the member fail to present their Privilège card or to provide their Privilège card number, the member shall not be able to earn PROXIM dollars at the time of the transaction.

2.4 Privilège member's account. PROXIM dollars are automatically added to the PROXIM member's account under the Program (the "account") as soon as the transaction is completed in store.

2.5 Amount of PROXIM dollars. The amount of PROXIM dollars you earn when purchasing an eligible product is:

- In-store product: one percent (1%) of the value of the in-store product (before taxes). The Program Manager or a participating store may decide, at its sole discretion, to increase this percentage for certain eligible products. In such a case, the duration and terms of the increase will also be at the sole discretion of the Program Manager or participating store.

2.6 Limitations. There is no limit as to the number of in-store products for which the Privilège member may earn PROXIM dollars, subject to any purchase limit on these products that may apply at the time of purchase.

2.7 Value. One (1) PROXIM dollar equals one Canadian dollar (CDN\$1). PROXIM dollars may not be exchanged for their cash value or used for any transaction other than the transactions provided for in the Rules, subject to any other decision that the Manager may make at its sole discretion.

2.8 Promotional offers. The PROXIM dollars earned may not be combined with any other promotional offer available for an eligible product at the time of the transaction.

2.9 Balance. To know the balance of PROXIM dollars earned in your account, see the cashier of a participating store.

3. REDEEMING

3.1 Purchase at PROXIM. You may redeem the PROXIM dollars earned in your account during the purchase of in-store products, subject to the conditions set out in the Rules and any other condition that may be determined from time to time by the Manager.

3.2 Presentation of the Privilège card. In order to redeem PROXIM dollars, the Privilège member must present their Privilège card to the cashier of the participating store or, if the purchase of an eligible product is not made in person, they must provide their Privilège card number when making the transaction. Should the member fail to present their Privilège card or to provide their Privilège card number, the member shall not be able to earn PROXIM dollars at the time of the transaction.

3.3 Redemption at next purchase. PROXIM dollars earned during a transaction may not be redeemed during that transaction. They may be redeemed at a subsequent transaction.

3.4 Excluded products. PROXIM dollars cannot be redeemed to purchase the following products: prescription medication or over-the-counter medication, products covered by the Pharmacy Act and its regulations, lottery tickets, Canada Post products, and prepaid products other than PROXIM gift cards.

3.5 Optional redemption. When purchasing an eligible product, the Privilège member may decide to pay with their earned PROXIM dollars, in whole or in part.

4. OTHER INFORMATION

4.1 Earning and redeeming. You may earn and redeem PROXIM dollars during a transaction to purchase an eligible product. As set out in the Rules, PROXIM dollars earned during that transaction can only be redeemed for a subsequent transaction.

4.2 Proof of purchase. Keep the sales slip provided by the cashier and the receipt from the point-of-sale terminal ("terminal") following the purchase of an eligible product at a participating store that performs digital scanning of products. These two documents are your proof of purchase of an eligible product and show the number of PROXIM dollars earned in your account. In the case of participating stores that do not digitally scan products, it is the Privilège member's responsibility to ensure that the number of PROXIM dollars appearing on the terminal receipt matches the number of PROXIM dollars earned during the transaction.

4.3 Non-credited PROXIM dollars. If you believe that PROXIM dollars were not credited to your account following a transaction, you may ask the Manager to verify any discrepancy. Within thirty (30) days following the transaction, mail your sales slip, terminal receipt, your name, full address, telephone number and Privilège card number in an envelope to: "PROXIM Privilège Program", Groupe Pharmessor, 5000 boul. Métropolitain E., Saint-Léonard, QC, H1S 3G7. Upon receipt, the Manager will make the necessary verifications and, if applicable, credit the PROXIM dollars to your account.

4.4 Returns. The following conditions will apply when a Privilège member returns a purchased eligible product that earned PROXIM dollars or when they return an eligible product that was purchased by redeeming PROXIM dollars. In either case, the account will be adjusted as follows:

- If the Member had earned PROXIM dollars during the transaction, said PROXIM dollars will be deducted from their account.
- If the Member had redeemed PROXIM dollars during the transaction, said PROXIM dollars will be credited to their account.

4.5 Cancellation of the Privilège card. Should no PROXIM dollars be earned or redeemed with the Privilège card for a period of two (2) years, the Privilège card, the Privilège member's enrollment in the

Program and the PROXIM dollars earned in their account will be automatically cancelled. The Privilège member will have to re-enroll in the Program to obtain a new Privilège card.

4.6 Duration of PROXIM dollars. PROXIM dollars must be redeemed within five (5) years after they have been earned, failing which they will be cancelled.

4.7 Death. In the event the Manager is notified of a Privilège member's death, their Privilège card, Program membership and the PROXIM dollars earned in their account will be automatically cancelled.

4.8 Changes. Any change of address, telephone number or other information in the member profile may be made on the website by following the instructions.

4.9 Withdrawing from the Program. A Privilège member may withdraw from the Program at any time. To cancel their membership, a Privilège member must send a letter indicating his or her name, full address, telephone number and Privilège card number to: "PROXIM Privilège Program", Groupe Pharmessor, 5000 boul. Métropolitain E., Saint-Léonard, QC, H1S 3G7. The Privilège member may also go in store to cancel their membership in the Program.

4.10 Loss or theft. In the event that a Privilège card is lost or stolen, the Privilège member must immediately notify the Manager by calling 1 800 263-2004 during business hours. The Manager will issue a new Privilège card to the Privilège member. However, the Manager will not be held liable should the Privilège card be used between the time of the loss or theft of the Privilège card and the time the Manager is notified by the Privilège member.

4.11 Property. The Privilège card remains at all times the property of the Manager. A Privilège card that is damaged, mutilated, deactivated or that does not in any way permit a transaction as set out in the Rules may be replaced in store.

4.12 Default. In the event that a Privilège member provides false information when they enroll in the Program, create their profile or at any time thereafter, does not comply with the terms and conditions of the Rules, attempts in any way whatsoever to defraud or abuse the privileges conferred upon them by the Program, their Privilège card, their membership in the Program and the PROXIM dollars earned in their account may be cancelled, at the Manager's sole discretion.

4.13 Modification or termination of the Program. The Manager reserves the right to terminate the Program, suspend it, modify it or add, remove or modify any condition to the Program without prior notice. In the event the Program is terminated, Privilège members will have a period of one (1) month to redeem their PROXIM dollars but will no longer earn them as of the Program termination date.

4.14 Suspension or termination of the Program. In the event that the Program cannot be executed for reasons beyond the Manager's control, the Manager may, without prior notice, suspend or terminate the Program in whole or in part and cancel the PROXIM dollars that will no longer be redeemable nor transferrable.

4.15 Computer problem. The Manager and the participating stores are released from any liability with respect to the malfunction of any computer component, software or communication line, in relation to the loss or absence of network communication or any transmission that is faulty, incomplete, incomprehensible or erased by any computer or network and may limit or prevent any person from participating in the Program. The Manager and the participating stores are not responsible for any

damage or loss that may be caused, directly or indirectly, in whole or in part, by downloading any web page or software, and by transmitting any information relating to participation in the Program.

4.16 Operation of the website. The Manager does not guarantee in any way that the Program website or any site linked to it will be accessible or functional without interruption during the Program period or that they will be error-free.

4.17 Applicable laws. The Rules and the terms and conditions of the Program are subject to the laws of Québec. In the event that a provision of the Rules is declared null and void, this will not invalidate any other provision of the Rules. Should legal proceedings be instituted with respect to the Program, they must be submitted to the courts of the judicial district of Longueuil.

4.18 Effective date. The Rules are effective on November 4, 2010. Any update will be indicated at the top of the Rules and will cancel any other condition or document relating to the Program that may have been in effect prior to that date.

4.19 Protection of personal information. The Manager respects the confidentiality of your personal information and is committed to protecting it and using it only for the purposes for which it was collected. Certain personal information of Privilège members is collected for the purposes of the Program when they enroll and create their profile, via the website or at participating stores, including their name, mailing address, telephone number, e-mail address, date of birth and information on their purchases.

From time to time, Privilège members may be asked to voluntarily provide other personal information such as their purchasing preferences and habits. If the Privilège member prefers not to provide such information, this will not affect their rights under this Program.

The personal information collected will be used for the following purposes:

- Administer the Program and manage member accounts.
- Provide Privilège members with Program information and updates.
- Provide Privilège members with information on Program-related offers or any other offer from PROXIM.
- Understand the needs and preferences of Privilège members and provide them with relevant information.
- Design, improve and market products and services and a website that meet the needs of Privilège members.
- Allow Privilège members to take advantage of promotions and contests.

The Manager shall not transmit the list of Privilège members to any company or person without their consent, with the exception of its affiliates and the companies responsible for processing and managing the transactions of Privilège members, and only when necessary and as part of the implementation of the Program.

The Manager shall not transmit your personal information to the participating stores unless you have consented to the disclosure of your personal information to them. In all other cases, participating stores shall not have access to the Privilège member database. Participating stores only have access to

information relevant to the processing of a Privilège member's enrollment or transaction at their store and shall not have access to members' transactions at other participating stores.

Should you prefer not to receive Program-related offers or any other offer from PROXIM (by e-mail, mail or otherwise), you must notify the Manager in writing at the following address: "PROXIM Privilège Program", Groupe Pharmessor, 5000 boul. Métropolitain E., Saint-Léonard, QC, H1S 3G7. This will not compromise your right to earn or redeem PROXIM dollars. The Manager may, however, continue to send you essential information and updates on the Program.

For more information on the Manager's privacy practices, please refer to the Manager's Privacy Policy available on the website.