

Terms and Conditions of the Proxim Cosmetic Card Program

General Conditions

1. The Proxim Cosmetic Card Program, hereafter referred to as “the **Program**”, is offered by Proxim, a division of Pharmessor Group Corporation in participating Proxim stores in Québec* (hereafter referred to as “the **Store(s)**”). Proxim, a division of Pharmessor Group Corporation and participating Stores are hereafter collectively called “**Proxim.**” The Program is the property of Proxim, who can cancel the Program at any time.
2. This Program is available to residents of Canada who are 14 years or older. Those admissible become Program members as soon as they sign up by providing the required information to an employee who will complete the member profile in the cash register system. Program members are hereafter called “the **Customer(s)**”. Membership in the Program or the first use of the Proxim Cosmetic Card constitute the Customer’s acceptance of these Program Terms and Conditions.
3. Proxim may at any time: (i) modify the Program Terms and Conditions, in whole or in part, including Program benefits, rewards and participation conditions (ii) suspend or cancel the Program for any reason. Use of the Proxim Cosmetic Card after any modification will constitute your consent to be bound by the modification.
4. In the event (i) the Program Terms and Condition is modified, and (ii) the Program is suspended or cancelled, a notice will be published between the 90th and the 60th day preceding the coming into force of the amendment on the Proxim website and sent by email to Customers with an email address linked to their account. Proxim will not be held responsible for any inconvenience resulting from such suspension or cancellation, including the loss of earned Program dollars.
5. Program dollars do not have an expiration date. However, if a member does not earn or redeem any points or conduct any account transaction during 12 consecutive months, the point balance will be reset to zero following a notice sent by electronic means between the 60th and the 30th day preceding the expiration.
6. Proxim reserves the right to present promotional offers to Customers based on their activity involving the purchase of admissible products in Store, their participation in the Program or the information they provided in their member profile.
7. . Program dollars may not be exchanged for their cash value and are not refundable.
8. The Proxim Cosmetic Card is not a credit card.

9. When it comes to redeeming Program dollars for rewards, the Customer releases Proxim from all responsibility and liability as related to the exchange of dollars and use of the reward or any loss or damage caused by the products or services provided as rewards.
10. Any abuse or fraudulent activity in connection with the Program, including but not limited to any failure to follow the Program Terms and Conditions, the sale or barter of rewards, misrepresentation of information pertaining to the Program, any other inadequate behaviour or contrary to the law, may result in the cancellation of the Customer's account and the cancellation of their earned Program dollars without prejudice to Proxim rights and remedies
11. Customers must allow up to 48 hours following a purchase for Program dollars to be credited to their account.
12. Program dollars earned are not transferrable from one Customer to another and cannot be combined with another account.
13. Program dollars earned can not be sold, assigned, transferred, alienated or [bequeathed](#) to anyone, free of charge or for a consideration.
14. Promotional offers and all communications relating to the Program are sent to Customers via email only.
15. Electronic communications include emails, text messages and notifications via the Proxim mobile app.
16. Customers may, upon request to one of their Stores, have access to the information contained in their file to update information or correct any error. Customers must inform Proxim of any changes to their personal information. Consequently, Proxim is not responsible for the fact that a Customer does not receive communications and/or promotional offers because the information in their file is not accurate and up to date.
17. While Proxim strives to post accurate and up-to-date information, it will be exonerated from all responsibility resulting from an error or omission concerning the accuracy of information contained in these Terms and Conditions.

Privacy Information

18. Proxim shall maintain the privacy and security of all personal information collected from Customers, such as, but not limited to: name, address, email address, telephone numbers, date of birth, account number, and purchasing information (hereafter referred to as "**Personal Information**"). By joining the Program, you authorize Proxim to collect and use your Personal Information in order to keep your file up to date and communicate commercial or Program information. From time to time, information provided to Proxim may be used to provide you with information, products, services, and special offers from

Proxim and its Program partners. Consent may be withdrawn at any time, subject to legal, regulatory restrictions, by notifying your Store's beauty consultant to change your communication preferences in your profile at checkout.

19. From time to time, Proxim may solicit additional Personal Information from Customers. Should a Customer refuse to provide supplemental information, their membership status will not be affected.
20. Proxim will not share its Customer lists with any organization or individual. Access to Customers' Personal Information is reserved solely for Proxim employees, contractors and agents in the course of their duties at Proxim and who are contractually bound to maintain confidentiality.
21. Proxim agrees through these Terms and Conditions to respect the provisions outlined in the *Loi sur la protection des renseignements personnels dans le secteur privé du Québec* (hereafter referred to as "the Law") as well as any other applicable federal or provincial law. When the Law or any other law grants Customers protection in addition to that outlined in the Terms and Conditions, Proxim agrees to undertake all necessary measures in order to fulfill these additional measures.

Program Enrollment

22. To participate in the Program, simply visit one of our Store, providing the necessary information to an employee who will complete the Customer's profile with the cash register system. A valid email address is necessary to participate into the Program. Program Membership with Cosmetic Card first use constitute Program Terms and Conditions' acceptance by the Customer.
23. Membership is free and no initial purchase is required.
24. Program dollars are earned and redeemed only at the Store where membership have been completed.
25. The Cosmetic Card is only available to individuals. A corporation, company or other legal entity may not become a Customer.
26. Program Membership must be done with individuals' legal name.
27. Only one Cosmetic Card will be issued per cardholder. Each cardholder has a unique card number, may not share their Proxim account with anyone else and must not divulge Personal Information to anyone else.
28. No Program dollars will be earned retroactively for purchases made prior to the activation of the Cosmetic Card.

29. Proxim employees are also eligible for the Program and can earn Program dollars for their personal purchases only.
30. In the event of loss or theft of their Cosmetic Card or in the event of changes to their Personal Information (as defined herein), including their name, address, telephone numbers and email address, Customers must immediately notify the Proxim Store where the card was activated, either by telephone or at the Store's cosmetics counter. In the event of loss or theft, the Customer will receive a new card upon presentation of proper identification. The balance of Program dollars earned and not redeemed will remain unchanged. Proxim reserves the right to cancel all Program dollars earned on the Cosmetic Card in the event of fraudulent activity by the Customer.
31. No Program dollars will be earned if Proxim suspects that the products being purchased are for resale or commercial purposes. Any Program dollars earned in such a case will be cancelled.

Earning Program Dollars with the Cosmetic Card

32. To earn Program dollars, a Customer must purchase eligible regular-priced cosmetic or dermo-cosmetic products** at the Proxim Store where the Cosmetic Card has been activated using their personal valid Cosmetic Card, or valid Program barcode (virtual card) on their mobile device by presenting it to the cashier before the end of the transaction.
33. Program dollars are earned in segments of \$1 per 10\$ dollars spent (before taxes) at an Proxim Store where the Cosmetic Card has been activated on eligible regular-priced cosmetic or dermo-cosmetic products only.
34. A Customer cannot earn Program dollars with their Cosmetic Card and benefit from the 10% senior discount on the same transaction.
35. Program dollars earned with dollars spent will also be awarded for purchases made with a rain check. These Program dollars will be equal to those awarded on the date of the transaction.
36. No Program dollars will be awarded for prescription or over-the-counter medications (products governed under the *Pharmacy Act* and other applicable laws), purchases made at certain outside merchants who operate in participating Stores (e.g.: transit tickets and passes, lottery tickets, products offered at Canada Post counters, and calling cards), delivery fees, account payments, bottle deposits, the purchase of Proxim gift cards, and any other product that, from time to time, Proxim may choose to exclude from the Program.
37. No Program dollars will be awarded for purchases made via home delivery.

38. Should a Customer forget to present their Cosmetic Card during a transaction, they can still earn Program dollars by presenting an active Cosmetic Card with a sales receipt attesting to the purchase of the eligible product at the Store where the transaction took place. Program dollars earned can be claimed within 30 days of purchase. Limit of three (3) transactions on the same day. To claim their earned Program dollars, the Customer must go to the cosmetics counter or see the Store manager with their sales receipt and Cosmetic Card.
39. The total number of Program dollars per transaction is indicated on the sales receipt.
40. Proxim will do everything in its power to credit earned Program dollars as adequately as possible, but it is up to the Customer to retain all relevant documents, such as sales receipts on eligible Program products, that must be presented to collect unawarded Program dollars.
41. In the event of a Customer's death, their account will be closed and all Program dollars earned in their account will be cancelled. Program dollars earned with a Cosmetic Card are indivisible, notably in the case of divorce.

Redeeming Program Dollars Earned with the Cosmetic Card

42. Program dollars earned can be redeemed and exchanged for discounts that can be used to pay a statement in part or in whole, before taxes (except on ineligible products; see Articles 35 and 36), in the Store where the Customer activated their Card. In accordance with Federal and Provincial tax legislation, GST, PST, HST, and any other applicable taxes are calculated and payable on the full amount of the purchase price before any reduction for redeemed Program dollars and must be paid by the Customer.
43. Program dollars are redeemable at a minimum rate of \$10 earned.
44. Only one Cosmetic Card per transaction can be used to pay for purchases.
45. Non-redeemed Program dollars as well as dollars earned during the current transaction, if applicable, will remain in the Customer's Proxim account and can be used in a subsequent transaction.
46. Payment using earned Program dollars does not prohibit the Customer from earning dollars on admissible products during a transaction.
47. In the event a product is returned, the portion paid with earned Program dollars will be reimbursed with cash.
48. Proxim cannot be held responsible for any Program dollars redeemed by any person if the Customer did not alert Proxim beforehand that their Cosmetic Card was lost or stolen by informing an employee at the cosmetics counter where the Customer's Card was

activated. The Customer must assume the entire responsibility of Program dollars redeemed prior to notification.

49. . The English version of these Terms and Conditions, is only a translation of the French version and in the event of a discrepancy between the two texts, the French version shall prevail.

** Participating Stores: All Proxim banners, excluding Clinique Santé.*

*** Before taxes, excluding hair coloring products*

Updated on 07/05/2022