

## Terms and Conditions Last Revised: January 1, 2022

The **Beauty Marks Program** is a loyalty reward program that is operated by **Awad Medical Aesthetics & Wellness** and our loyalty program provider, ACKROO Inc. The loyalty program operates only through participating Awad Medical Aesthetics & Wellness locations. In using the Beauty Marks Program, you are agreeing to the Terms and Conditions of the Beauty Marks Program. How to Register in the Program You can get a physical card at any participating Awad Medical Aesthetics & Wellness location by requesting one from our frontline staff. The Card may only be used once issued by an associate or clerk. Once issued, Beauty Mark rewards will begin to accrue to that specific card. However, a cardholder will not be able to redeem Beauty Mark rewards until the cardholder registers the card online. The Beauty Marks Card is not a credit card or debit card but merely a Beauty Marks rewards accumulation card. The Beauty Marks Card is the property of Awad Medical Aesthetics & Wellness and it may be revoked at any time by any staff/associate/clerk in its sole discretion. Awad Medical Aesthetics & Wellness reserves the right to cancel the card of any member (revoking all accumulated cash rewards) should a participant not follow/or abuses the Program and/or its Terms and Conditions. Only individuals may become participants of the program (therefore corporations, businesses, or partnerships cannot become a Participant nor anyone other than an individual). It will be at the sole discretion of Awad Medical Aesthetics & Wellness if anyone other than an individual can obtain an account as a "registered entity" (i.e, a business, partnership or corporation). Participants are responsible for notifying Awad Medical Aesthetics & Wellness of any changes in their member profile information such as mailing address, telephone numbers and e-mail address. Any failure to notify Awad Medical Aesthetics & Wellness of any such changes shall be held at the responsibility of the Participant. Awad Medical Aesthetics & Wellness shall not be held liable for misdirected communication such as mail, telephone or email communications, or any consequences resulting from a Participant not updating their contact information.

**Collecting Beauty Marks Loyalty Rewards:** Once a Card is issued, each time an eligible purchase at a participating location is made, the Participant will earn Beauty Mark Loyalty rewards according to the Beauty Marks rewards schedule contained in these Terms and Conditions and at the rate posted on the Awad Medical Aesthetics & Wellness website. Only one Beauty Marks account number is issued per customer and only one Beauty Marks Loyalty Card (or mobile card) is permitted per customer. Please note that anyone may use a Participant's primary card, and in so doing all Beauty Marks rewards accrued through any such usage will accrue in the name of the Participant associated with the card number being used. Customers are required to present their Beauty Marks card before the final transaction payment is taken by the store clerk. If a participant does not present their card at the time of purchase, no retroactive accumulation of Beauty Marks rewards will occur. Thus, the only opportunity to collect Beauty Marks rewards is at the time of an actual purchase in coordination with the Participant presenting their card. Beauty Marks rewards will be awarded in accordance with the Reward Schedule posted on the Awad Medical Aesthetics & Wellness website. (in the case of any difference between the set reward schedule posted on the Awad Medical Aesthetics & Wellness website ([www.awadmedical.com](http://www.awadmedical.com)) and reward schedules published elsewhere, the reward schedule posted on the Awad Medical Aesthetics & Wellness website shall be taken as accurate. In the case of purchased merchandise or services Beauty Marks rewards will be awarded at the discretion of staff/associates/clerks at Awad Medical Aesthetics & Wellness. In the case of special offers that award additional Beauty Marks rewards based on a multiplier of the base reward schedule, selected in-store merchandise and/or services already subject to earn Additional Beauty Marks rewards may or may not be excluded from any additional offers. Beauty Marks rewards will **not** be issued on the purchase of the following items/services: **primary care Nurse Practitioner services, medical (ie: botulinum toxin, dermal filler, prescriptions, sclerotherapy, compression socks, prescriptions, or non-OHIP covered services, gift cards (only at the time of redemption),** items excluded by law and other items specified as exclusions from time to time. **Beauty Marks rewards issued on a transaction will be shown on the cash register receipt issued at the time of purchase.** In the event of communication loss with the

server that records the accrual of Beauty Marks rewards, a customer will be awarded automatically when the system regains communication with the server and the new balance will be printed on the next customer receipt). A Participant's Beauty Marks account will also be accessible online from the cardholder portal by visiting my.ackroo.com which a Participant is able to access by using the Participant's own unique password. In the event of a discrepancy between the Beauty Marks rewards issuance and/or balance on a receipt and/or those posted online and/or as contained in Ackroo Inc's internal database, the information appearing in Ackroo Inc's database will be taken as accurate. The information appearing online is initially generated from point of sale computer transactions as they occur at Awad Medical Aesthetics & Wellness locations and for this reason, the information appearing online may not accurately reflect data contained on Ackroo's internal database. If a Beauty Marks program participant has an issue or feels there is a discrepancy with the value of Beauty Marks rewards earned on a particular transaction, the participant has 30 days from the date of the transaction on their receipt to contact Awad Medical Aesthetics & Wellness and report on the matter; after 30 days from the date of a respective transaction, any respective amount of Beauty Marks rewards appearing in relation to that transaction in Ackroo Inc's database that has not been questioned by a program participant will be deemed not to be contested and no adjustments will be made. If it's discovered that Beauty Marks rewards were not properly issued or redeemed, Awad Medical Aesthetics & Wellness, in its sole discretion reserves the right to make any adjustments the Beauty Marks rewards to correct any discrepancies. When a participant makes a return and/or exchange, the Beauty Marks rewards will be deducted from the participant's account. The amount of rewards deducted will equal the amount of Beauty Marks rewards issued for the returned item or service. If the return and/or exchange relates to an item/service acquired through the redemption of Beauty Marks rewards, all redeemed Beauty Marks rewards will be returned in their format. If there is no activity on a participants account for 12 consecutive calendar months, Awad Medical Aesthetics & Wellness reserves the right to terminate the account and no credit of any kind will be given to the participant. The accumulation of Beauty Marks rewards does not entitle the participant to any financial stake hold as Beauty Marks rewards remain the property of Awad Medical Aesthetics & Wellness in perpetuity. Awad Medical Aesthetics & Wellness may from time to time offer extra Beauty Marks rewards on selected in-store merchandise and/or services. In these cases the amount of extra Beauty Marks rewards advertised in-store will be awarded in addition to the base amount awarded pursuant to rewards schedule posted on the Awad Medical Aesthetics & Wellness website (in the case of any difference between the rewards schedule posted on the Awad Medical Aesthetics & Wellness website and reward schedules posted elsewhere, the Awad Medical Aesthetics & Wellness website shall be taken as accurate). Items which are made eligible for earning extra Beauty Marks rewards pursuant to the rewards schedule are subject to a limited purchase of one item per visit/transaction unless otherwise stated.

**How to Redeem Beauty Marks Loyalty Rewards:** Beauty Marks rewards are redeemable, pursuant to the terms contained in these Terms and Conditions. As per applicable tax legislation, GST, PST, HST and any other taxes are calculated and payable by the Participant on the full amount of the purchase price before any reduction for redeemed rewards. In order to redeem, Beauty Marks rewards, the card must be registered. Additionally, to redeem Beauty Marks reward, a Participant must present their registered card at the time of redemption. At that time, the Participant's Beauty Marks rewards balance will be reduced by the amount of Beauty Marks rewards redeemed. Beauty Marks rewards can be redeemed in any amount, granted the required amount of Beauty Marks rewards exists in the Participant's account prior to a purchase/redemption taking place. Beauty Marks rewards can only be redeemed by the Participant who is the registered Participant of the account holding the Beauty Marks card. Awad Medical Aesthetics & Wellness will not be held liable for any unauthorized purchases/redemptions made by anyone other than the registered Participant. Redemption of Beauty Marks rewards can only take place if the Beauty Marks rewards server (operated by Ackroo Loyalty Inc) is fully operational, and the Participant has an account which is in good standings with the program. Awad Medical Aesthetics & Wellness may add or delete products and services eligible for Beauty Marks redemption at any time without notice. In addition, Awad Medical Aesthetics & Wellness may substitute products and services eligible for redemption with those of equal or greater value at its discretion. Beauty Marks rewards have no value except as applied towards the purchase of goods and

services offered for sale at participating Awad Medical Aesthetics & Wellness locations. Nor are they exchangeable for cash and cannot be used to make card payment. Beauty Marks rewards cannot be sold or purchased and are void if sold for cash or any other consideration. By redeeming their Beauty Marks >> reward, the Participant shall at that time be deemed to have automatically released Awad Medical Aesthetics & Wellness from any and all liabilities and/or claims regarding the redemption and the use of the reward and any loss or damage caused by goods and services supplied as a reward. General Terms and Conditions The Beauty Marks program will terminate at 23:59:59 (local time) on December 31, 2021 (the "Termination Date") and all Beauty Marks rewards will expire at 23:59:59 (local time) on March 31, 2022 if not redeemed prior to that time. Awad Medical Aesthetics & Wellness at its sole discretion reserves the right to extend the program beyond the Termination Date or terminate the program at any time prior to the Termination Date, by posting a revised set of Terms and Conditions on its website, and once posted the revised "Termination Date" as contained in the posted new set of Terms and Conditions shall immediately apply. Awad Medical Aesthetics & Wellness may make changes to these Terms and Conditions, the Beauty Marks program or any program procedures at any time by posting a revised Beauty Marks program Terms and Conditions on its website, and once posted the revised set of Terms and Conditions shall immediately apply. In case of a lost or stolen Beauty Marks card, a new card will be provided to the participant upon request at any participating Awad Medical Aesthetics & Wellness station. Any accumulated/unredeemed Beauty Marks rewards balance relating to the old card can be transferred to the new card when a participant registers their new card. The balance of Beauty Marks rewards can only be transferred if the old card was registered and Awad Medical Aesthetics & Wellness and Ackroo Inc. can verify the authenticity/identity of the old card participant. A lost or stolen card that is reported will be deactivated once a participant registers a new card and transfers their Beauty Marks rewards balance from their old account to their new account number. Awad Medical Aesthetics & Wellness assumes no liability for Beauty Marks rewards that are redeemed by any person(s) prior to a customer registering a replacement card by visiting [my.ackroo.com](http://my.ackroo.com) (If any Beauty Marks rewards are redeemed prior to such notification, any unauthorized redeemed Beauty Marks rewards will not be reinstated to the participant's new card. If circumstances beyond Awad Medical Aesthetics & Wellness or Ackroo Inc.'s control affect Awad Medical Aesthetics & Wellness's or Ackroo Inc.'s ability to operate the Beauty Marks program, the program may be suspended or terminated without notice, and Awad Medical Aesthetics & Wellness may restrict or alter any aspect of the Beauty Marks program without notice at any time at its sole unfettered discretion. In the event any of the foregoing occurs Awad Medical Aesthetics & Wellness and Ackroo Inc. will have no liability whatsoever to any Beauty Marks program participant as a result thereof. Awad Medical Aesthetics & Wellness and Ackroo Inc. shall be automatically released from all claims by program participants in respect of any participant's suspension, termination, or any forfeiture of Beauty Marks rewards, or in respect of any modification, suspension or termination of the program. Awad Medical Aesthetics & Wellness is not responsible for any errors or omissions of any kind, whether in these Terms and Conditions or as the result of any mechanical or technological failure or whether as the result of any human error whether by Awad Medical Aesthetics & Wellness, its employees or licenses, Ackroo Inc, its employees or by any other person. Awad Medical Aesthetics & Wellness at any time may make enhancements or changes to the Beauty Marks program. Any revisions to these Terms and Conditions will be posted to the Awad Medical Aesthetics & Wellness website and will then serve as an official amendment once posted. Failure to comply with any of the Terms and Conditions laid out or any violation, fraud, theft or abuse of the Beauty Marks program in any way may result in forfeiture of all Beauty Marks rewards and possible suspension and/or cancellation a participant's Beauty Marks account without compensation, all the foregoing is at the sole discretion of Awad Medical Aesthetics & Wellness and all without notice to the participant/registered cardholder. Privacy Most of the information provided by participants through the online registration form will constitute personal information, as that term is defined under the Personal Information and Protection of Electronic Documents Act ("PIPEDA"). Examples include, your name, gender, postal address and email address. While Awad Medical Aesthetics & Wellness and Ackroo Inc. are collecting such personal information for purposes of administering the Beauty Marks program, this information may also be used by Awad Medical Aesthetics & Wellness for marketing purposes or to notify participants of special promotional offers unless you choose to opt out of receiving promotional material. Participants in the Beauty Marks Program can choose not to opt in to Awad

Medical Aesthetics & Wellness's marketing database or to be contacted for promotional reasons by selecting the appropriate response during the online registration process. Any online registration received without the exclusion check-off boxes checked off, will be deemed to have consented to the use of their personal information for the purposes described above. Awad Medical Aesthetics & Wellness assumes no responsibility or liability in the event that a participant's personal information is accessed unlawfully/without authorization by a third party due to the participant not taking the necessary steps to ensure their information is secure (i.e, a lost or stolen password, dissemination of a password in a public sphere etc.