

The PC Optimum Insiders™ Program Terms & Conditions

This is a subscription service that automatically renews.

What is the PC Optimum Insiders Program?

The PC Optimum Insiders program (the “Program”) is a paid subscription program being offered by President’s Choice Services Inc. (“PCSI”, “we”, “us” and “our”).

In exchange for a subscription fee, the Program provides subscribers (“members”, “you” and “your”), access to the benefits described in these terms and conditions and any additional material we may provide or make available related to the Program (“PC Optimum Insiders Terms and Conditions”) for the purpose of this Program. In addition, the terms and conditions of the PC Optimum loyalty program associated with the Program are incorporated by reference into the PC Optimum Insiders Terms and Conditions and apply to the PC Optimum points you earn through the Program. The terms and conditions of the PC Optimum loyalty program can be found at www.pcoptimum.ca and select on Terms & Conditions. By subscribing to the Program, you accept and agree to the PC Optimum Insiders Terms and Conditions.

Subscription Eligibility

The Program is being offered to PC Optimum loyalty members who are age of majority in their province or territory of residence, and any other individuals that we select who meet our eligibility criteria which we determine from time to time. The Program is for personal use only and cannot be assigned or otherwise transferred to another party. We reserve the right to change eligibility criteria for new members, for members upon subscription renewal, and to limit the total number of members in the Program at any time and for any reason.

Subscription Period and Fees

If you reside outside of Quebec, your subscription period starts on the date you complete your registration, and ends on that same date 12 months later.

The 12-month subscription plan costs \$119 (plus tax) (“Annual Subscription Fee”). Any references to dollars are referenced in Canadian dollars. Your Annual Subscription Fee will be charged to the payment method you provide when you enroll in the Program and for each subsequent renewal. The Annual Subscription Fee is non-refundable, even if you cancel your subscription or do not use any of the Program benefits. We can in our sole discretion change the Annual Subscription Fee with appropriate notice; the new fee will apply to you on the renewal of your subscription.

If you reside in Quebec, your subscription period starts on the date you complete your registration and continues for an indeterminate-term. The 12-month subscription plan costs \$119 (plus tax) (“Annual Subscription Fee”). Any references to dollars are referenced in Canadian dollars. Your Annual Subscription Fee will be charged to the payment method you provide when you enroll in the Program, and then from 12-month period to 12-month period, as applicable. If you cancel your subscription and have paid an Annual Subscription Fee, you will receive a prorated refund based on the number of months remaining in the 12-month period following the payment of your Annual Subscription Fee. We reserve the right to modify our subscription fees in accordance with the CHANGES, TERMINATION AND SUSPENSION OF THE PC OPTIMUM INSIDERS PROGRAM section below.

You can cancel your subscription at any time. If you reside outside of Quebec: To cancel, you need to tell us at least five (5) days before the end of your subscription period and your subscription will continue until the end of your then current subscription term. If you reside in Quebec: To cancel, you need to tell us and your subscription will end immediately. To cancel your subscription, you can sign into your PC Optimum Insiders Account at www.PCOptimum.ca/Insiders and cancel within the ‘Account’ section under ‘Manage subscription’. You can also cancel by calling 1-833-724-6743.

Subscription Auto-Renew

If you reside in Quebec

See the above “Subscription Period and Fees” section for information about how your subscription continues, and how to cancel.

If you reside outside of Quebec

At the end of your annual Program subscription period, your subscription will automatically renew for an additional term and the Annual Subscription Fee for the renewal will be charged to the payment method you have provided to us unless you cancel in accordance with the PC Optimum Insiders Terms and Conditions.

Subscription Suspension OR Cancellation

To the extent permitted by law, we can cancel and not renew your Program subscription if: (a) you no longer meet our eligibility criteria; (b) your membership in the PC Optimum loyalty program is terminated or cancelled; (c) we have reason to believe you have abused any aspect of the Program, including purchasing merchandise for a purpose other than for your own personal use, such as purchasing merchandise for commercial use, for resale or on behalf of a third party, or in quantities exceeding normal household use, as determined by us in our sole discretion; or (d) we have reason to believe you are in breach of the PC Optimum Insiders Terms and Conditions, as determined by us in our sole discretion.

We can deduct any PC Optimum points credited to your account in connection with the Program benefits if we believe, acting reasonably, you have attempted to defraud us, our affiliates or service providers; abused any aspect of the Program or otherwise did not act in a good faith manner to earn such loyalty points.

Benefits of The PC Optimum Insiders Program

As a Program member, you have access to the following benefits during your current subscription period. The benefits are also subject to the terms and conditions of each benefits provider. To access certain benefits, you must use the same email address you use to sign in to your PC Optimum loyalty account (your "PCTM id") to complete an eligible transaction, otherwise we will not be able to identify you and reward you with your benefit. If you have not registered your email address to create a PCTM id, you will be prompted to create one when enrolling in the Program.

Earning PC Optimum Points on Select Brand Merchandise

As a Program member you can earn 100 PC Optimum points per dollar which is worth 10% of your eligible purchases, before taxes, in the following brands:

President's Choice®, PC® Organics, PC® Blue Menu®, PC® Free From®, PC® Nutrition First®, PC® Black Label Collection, PC Chef™, and Joe Fresh® branded products purchased at Loblaw banner stores, Shoppers Drug Mart and Pharmaprix stores, Joe Fresh stores in Canada, and online at shoppersdrugmart.ca, pharmaprix.ca, and joefresh.com.

Please note that eligible purchases do not include gift cards, mobile top-up cards or long distance cards, or products purchased for home delivery through PCChef.ca or PC Express Powered by Instacart. Other than the benefits associated with PC travel services as described below, eligible purchases do not include any PC branded services such as (without limitation) PC mobile service, PC insurance, PC Financial services, and any other PC branded services as may be made available in the future.

Loblaw banner stores exclude Real Canadian Wholesale Club. Also excluded is T&T Supermarket.

PC Optimum points earned through the Program are in addition to the regular 15 points per dollar earned for eligible purchases at Shoppers Drug Mart and Pharmaprix, the points regularly earned through use of a President's Choice Financial® payment product, points earned through PC Optimum item-based personalized offers and in-store offers. However, points earning through the Program may not be combined with any store-wide, site-wide or department-wide bonus points offers on the same purchase whether made available to all customers or to you as an individual. If your purchase would be eligible for a store-wide, site-wide or department-wide bonus offer of a set amount of points or a points multiplier, for example "Spend \$75 or more on beauty and

fragrances and get 25,000 PC Optimum points” or “Get 15X PC Optimum points on any shoppersdrugmart.ca order”, you would receive either your PC Optimum Insiders points OR the store-wide, site-wide or department-wide bonus points offer, whichever is the greater number of points, but not both.

For all benefits where you can earn loyalty points under the Program, we reserve the right to limit benefits to purchases in quantities for normal household use, as determined by us in our sole discretion. Eligible purchases in excess of normal household use, as determined by us in our sole discretion, will not earn loyalty points through the PC Optimum Insiders Program.

The points earned through the Program for eligible merchandise purchases are calculated based on the price of the eligible purchases after any discounts and before taxes. We will first determine the total price of all eligible products purchased in a single transaction and calculate the points you have earned based on that total. Points will be awarded within two (2) weeks and will appear in your PC Optimum transaction list within the PC Optimum app and at pcoptimum.ca, described as "PC Optimum Insiders Subscription" points. The transaction date shown on your PC Optimum transaction list may not be the same as the date you made an eligible purchase and points shown on your PC Optimum transaction list may reflect multiple purchases in one award. If you get a refund on an eligible purchase, we will remove the PC Optimum points earned for the original purchase.

PC Optimum points earned for merchandise purchased through the use of the Program are awarded only for purchases made by the named Program member and members of the Program member's PC Optimum Household, as defined in the terms and conditions of the PC Optimum loyalty program.

Earning PC Optimum Points on PC Travel Services Purchases

As a Program member, you can earn 50 points per dollar spent (before taxes) on travel services purchased through pctravel.ca or by calling PC travel services at 1-844-862-8466, which is worth 5% of your eligible purchases (before taxes). This benefit is limited to travel bookings made by the Program member for travel by the Program member and by members of his/her household only. Eligible purchases include vacation packages, flights, hotel bookings, and car rentals, but do not include the purchase of travel insurance.

The points earned through the Program for eligible travel services purchases are calculated based on the price of the eligible purchases after any discounts and before taxes. For travel service prices shown with taxes included, the tax portion of the price will be deducted before points earning is calculated. PC Optimum points earned through the Program for pctravel.ca purchases are awarded within two (2) weeks of commencement of travel, and will be deducted in the event of cancelled or refunded travel services. These points will not appear on your sales receipt. The transaction date

shown on your PC Optimum transaction list may not be the same as the date you made an eligible purchase and points shown on your PC Optimum transaction list may reflect multiple purchases in one award. You must continue to be a PC Optimum Insiders member in good standing at the time travel is completed in order to be eligible to receive this benefit.

PC Optimum points earned for PC travel services purchased through the use of the Program are awarded only for purchases made by the named Program member for his/her own travel and that of his/her immediate household members.

Skip the Shipping Fees and PC Express Pickup Fee

With your Program subscription, Standard Ground Shipping within Canada is complimentary for your joefresh.com, shoppersdrugmart.ca and pharmaprix.ca online orders. All shipping is subject to the terms of the applicable website, including limitations on delivery locations serviced by the applicable website. Any applicable charge for returns is not included in this benefit.

You'll also pay no pickup fee for PC Express orders made at Loblaw banner PC Express websites with a \$30 minimum purchase (where applicable) before applicable taxes and fees are applied.

Loblaw banner stores exclude Real Canadian Wholesale Club. Also excluded is T&T Supermarket.

In order for us to waive the shipping charges at joefresh.com, shoppersdrugmart.ca and pharmaprix.ca and to waive applicable PC Express pick up fees, you must use the same email address you use to sign in to your PC Optimum loyalty account when completing an eligible transaction, otherwise we will not be able to identify you and reward you with your benefit.

Welcome Gift

During your first 12-month subscription period, we will make available a welcome gift (which may also be described as a 'welcome box') which may include items such as product samples. All items cannot be returned to store for refund, credit or exchange. All items subject to availability; no substitutions. We will determine the contents and timing of any welcome gift; gift may vary by member and by geographic location. You must be a current member at the time we make the welcome gift available in order to receive this benefit. Welcome gift is available to new members only; it is not available if you have previously cancelled a subscription and re-enrolled.

General

Consent to the Sharing of Information

The Loblaw Companies Limited Privacy Policy (the “Privacy Policy”) applies to the PC Optimum Insiders Program and is available at www.loblaws.ca/privacy-policy or upon request. The Privacy Policy may be amended from time to time. By agreeing to these PC Optimum Insiders Terms and Conditions, you are also agreeing to the terms of the Privacy Policy.

For greater certainty, by subscribing to the PC Optimum Insiders Program, you consent to the sharing of information about you between us, affiliated companies and third party benefit providers so they know that you are a member in the PC Optimum Insiders Program and can facilitate the award of your benefits.

Changes, Termination and Suspension of the PC Optimum Insiders Program

By participating in the PC Optimum Insiders Program, you agree to be bound by these Terms and Conditions.

If you reside outside of Quebec:

We reserve the right to restrict, suspend or otherwise change any aspect of the PC Optimum Insiders Program. We may modify all or one or more parts of these Terms and Conditions at any time, including, without limitation, the following elements:

- Any and all Program benefits, and eligibility to receive them; For example:
 - How many points you can earn on eligible transactions;
 - Eligible transactions, including the products and/or services that you must purchase to earn points;
 - The maximum or minimum quantity or dollar value required in purchases to receive certain benefits;
- The eligibility conditions for participating in the Program;
- The subscription period, renewal, renewal date and/or relevant terms;
- The subscription fees and payment terms;
- Any other element of these Terms and Conditions.

In the event these Terms and Conditions, or any aspect of the Program, is restricted, suspended or changed, we will provide you advance notice by posting the amended Terms and Conditions online at pcinsiders.ca, and by sending you notice using your email address or mailing address (if you have provided us with such an address). Your continued participation in the Program following such notice will constitute your consent to any amendments to these Terms and Conditions, or any other aspect of the PC Optimum Insiders Program. In the event that the amendment entails an increase in your obligations or a reduction in our obligations and you do not agree to such amendment, you may cancel your participation in the Program without cost or penalty.

If you reside in Quebec:

We reserve the right to restrict, suspend or otherwise change any aspect of the PC Optimum Insiders Program. We may modify all or one or more parts of these Terms and Conditions at any time, including, without limitation, the following elements:

- Any and all Program benefits, and eligibility to receive them; For example:

- How many points you can earn on eligible transactions;
- Eligible transactions, including the products and/or services that you must purchase to earn points;
- The maximum or minimum quantity or dollar value required in purchases to receive certain benefits;
- The eligibility conditions for participating in the Program;
- The subscription period, renewal, renewal date and/or relevant term;
- The subscription fees and payment terms;
- Any other element of these Terms and Conditions.

In the event these Terms and Conditions, or any aspect of the Program is restricted, suspended or changed, we will provide you notice at least 30 days before the amendment comes into effect. Such notice will be provided by posting the amended Terms and Conditions online at pcinsiders.ca, by sending you written notice using your email address or mailing address (if you have provided us with such an address), and setting out the new clause, or the amended clause and how it read formerly, and the date on which the change will come into effect. Upon receipt of such notice, and if the amendment entails an increase in your obligations or a reduction in our obligations, you may refuse the amendment and rescind or cancel your participation in the Program without cost, penalty or cancellation indemnity, by sending us notice to that effect no later than 30 days after the amendment comes into force, at the address or email address indicated in the notice.

If you do not exercise your right to rescind or cancel your participation in the Program by sending us notice no later than 30 days after the amendment comes into force, your continued participation in the Program at any time after such 30-day delay has expired will constitute your consent to be bound by the amendment.

For residents of all provinces:

To the extent permitted by law, we reserve the right to terminate the PC Optimum Insiders Program, or any part of it at any time, on 30 days' notice to be sent to your email on file. If we terminate the program, we will return a prorated portion of your Annual Subscription Fee for the days remaining in your subscription period. We reserve the right to immediately withdraw or temporarily or permanently change or suspend all or part of the PC Optimum Insiders Program in any way, in the event of a material error, omission, technical problem, computer virus or bugs, tampering, unauthorized intervention, fraud, technical failure or any other cause beyond our reasonable control that interferes with the safety and security of our systems, members or the ongoing secure operation of the PC Optimum Insiders Program. Any attempt to deliberately damage any website or to undermine the legitimate operation of the PC Optimum Insiders Program in any way (as we may determine in our sole discretion) could be a violation of criminal or civil laws and should such an attempt be made, we reserve the right to seek remedies and damages to the fullest extent permitted by law.

Changes to Your Information

If there are changes to the information you gave us when you subscribed for the Program, you must let us know immediately and give us your current information. We are not responsible if we cannot contact you or you cannot redeem your benefits because you have not given us current, accurate information.

To change your PC Optimum Insiders subscription account information you can sign into your PC Optimum Insiders Account and update your information within the Manage my Subscription section or by calling 1-833-724-6743 and speaking with an agent.

To receive your welcome gift, your mailing address must be up to date within your PC Optimum Insiders account profile.

Transfer and Assignment

We reserve the right to transfer the PC Optimum Insiders Program to a third party and assign your subscription to a third party. These Terms and Conditions will continue to apply in the event of such transfer or assignment.

Liability and Limitations of Liability

To the extent permitted by law, we make no warranties or representations, either express or implied and expressly disclaim all liability (including for indirect or consequential damages) with respect to the benefits and the products or services purchased in relation to the PC Optimum Insiders Program.

If you reside outside of Quebec:

You agree to release and discharge us and our affiliates, and each of their respective officers, directors, agents, representatives, successors and assigns, from any loss, liability, claim, demand, damage or expense asserted by any person or entity relating in any way to the PC Optimum Insiders Program.

If you reside in Quebec:

Except for damages resulting from PCSI's own acts, you agree to release and discharge us and our affiliates, and each of their respective officers, directors, agents, representatives, successors and assigns, from any loss, liability, claim, demand, damage or expense asserted by any person or entity relating in any way to the PC Optimum Insiders Program.

Waiver

If we fail to exercise our rights under these Terms and Conditions, it will not be a waiver of our rights and it will not prevent us from exercising them later.

Governing Law and Dispute Resolution

If you reside outside of Quebec:

These Terms and Conditions are governed by the laws of the province of Ontario and the federal laws applicable in Ontario and the courts of Ontario shall have non-exclusive jurisdiction of all things related to these Terms and Conditions and the PC Optimum Insiders Program.

You agree that the sole and exclusive forum and remedy for any and all disputes and claims that cannot be resolved informally and that relate in any way to or arise out of the Program, shall be final and binding arbitration, except to the extent that you have in any manner infringed upon or violated or threatened to infringe upon or violate any intellectual property right of us or our affiliates or subsidiaries or any third party, or any privacy or publicity rights, in which case you acknowledge that arbitration is not an adequate remedy at law and that injunctive or other appropriate relief may be sought by us, our affiliates or subsidiaries or the applicable third parties.

If you reside in Quebec:

These Terms and Conditions are governed by the laws of the Province of Quebec and the federal laws applicable in Quebec.

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Company address: President's Choice Services Inc., 1 President's Choice Circle, Brampton, Ontario L6Y 5S5

Mailing address: PC Optimum Insiders program, 1 President's Choice Circle Brampton, ON, L6Y 5S5.

Phone Contact: 1-833-724-6743

Promotional Offer Details

Refer a Friend – Offer Details

You may refer only people with whom you have a family or personal relationship. In order to receive the specified PC Optimum points, the friend or family member you refer must sign up successfully for an annual PC Optimum Insiders program subscription, using your personal referral code as the promo code by the end date indicated. Offers cannot be combined with any other offers or promotions. PC Optimum points will be awarded to your account within 4-6 weeks of the referred friend or family member successfully signing up. Referred friend or family member must be a PC Optimum loyalty member who is age of majority in their province or territory of residence. "Refer a friend" offer may be extended, withdrawn, cancelled or changed without notice. We

reserve the right to revoke any PC Optimum points awarded through this referral program and/or your future ability to participate in the program in the event of any abuse of this offer, as determined by us in our sole discretion.

Bonus Points – Offer Details

Offer valid up until 11:59 PM EST on date specified in offer. PC Optimum™ loyalty members who subscribe to the PC Optimum Insiders™ subscription program with a valid promotion code are eligible to receive the bonus points indicated. Bonus points will be awarded within 4-6 weeks after sign-up is completed. Subscription must be active at time points are awarded. You must be a registered PC Optimum™ loyalty member who has reached the age of majority in your province or territory of residence to sign up. New subscribers only, not valid for renewals or upgrades. Cannot be combined with any other PC Optimum Insiders™ subscription promotional offer. Subscription fee is \$119, plus applicable taxes. Subscription service automatically renews at the end of the subscription period at the then-current annual subscription fee (currently \$119, plus applicable taxes), charged to the payment method you provided at time of enrolment. You can cancel your subscription at any time. If you reside outside of Quebec: To cancel, you need to tell us at least five (5) days before the end of your subscription period and your subscription will continue until the end of your then current subscription term. If you reside in Quebec: To cancel, you need to tell us and your subscription will end immediately. To cancel your subscription, you can sign into your PC Optimum Insiders account at www.pcoptimum.ca/insiders and cancel within the 'Account' section under 'Manage subscription'. You can also cancel by calling 1-833-724-6743.

Free Promotional Period – Offer Details

Offer valid up until 11:59 PM EST on date specified in offer. Get free limited benefits for the period of time specified when you subscribe to the PC Optimum Insiders™ subscription program with a valid promotion code. Benefits during this promotional period include all benefits of the PC Optimum Insiders™ program, except the welcome box. You must be a registered PC Optimum™ loyalty member who has reached the age of majority in your province or territory of residence to sign up. New subscribers only, not valid for renewals or upgrades. Cannot be combined with any other PC Optimum Insiders™ subscription promotional offer. Your PC Optimum Insiders™ subscription service and full benefits under the program begin at the end of the promotional period and you will be billed the full annual subscription fee (currently \$119 plus applicable taxes) and renewed automatically at 1- year intervals thereafter at the then-current annual subscription fee (currently \$119, plus applicable taxes), charged to the payment method you provided at time of subscription. You can cancel your subscription at any time. If you reside outside of Quebec: To cancel, you need to tell us at least five (5) days before the end of your subscription period and your subscription will continue until the end of your then current subscription term. If you reside in Quebec: To cancel, you need to tell us and your subscription will end immediately. To cancel your subscription, you can sign into your PC Optimum Insiders account at www.pcoptimum.ca/insiders

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