

TERMS AND CONDITIONS FOR THE SAQ Inspire PROGRAM

(hereinafter the "SAQ Inspire program" or the "program")

The use herein of the term "member" means an SAQ customer who has registered for the SAQ Inspire program and whose enrollment has not been revoked. "SAQ" means the *Société des alcools du Québec*. Unless otherwise stated, the singular includes the plural and the masculine form includes the feminine one.

- 1. SAQ Inspire program.** The SAQ Inspire program is offered by the SAQ. It is the SAQ's property. The SAQ may amend the terms, conditions, and components of its program at any time. The terms and conditions, including amendments and updates, are published on the www.SAQ.COM website, without further formality and without any prior notice to members. The complete, updated version is published on the www.SAQ.COM website and takes precedence over any other version. It is up to members to check the site regularly to consult any amendments. Members who continue to participate in the program after amendments have been brought are deemed to have consented to them. Members who do not approve of an amendment may opt out of the program by complying with the provisions set out under "**Request to opt out of the program**".
- 2. Term.** The program comes into force on the launch date and the SAQ reserves the right to end it at anytime, following a ninety (90) day prior notice published on the www.SAQ.COM website, without further formality. In that case, members will have ninety (90) days from the date of notice to use the balance of the points they earned in their individual accounts. At the expiry of that deadline, any points remaining in individual membership accounts are forfeited without indemnity, compensation, or remedy. Should the program end, memberships are automatically cancelled.
- 3. Enrollment and participation requirements.** SAQ customers must enroll in the program to participate. Only natural persons who are at least eighteen (18) years of age may enroll and participate in the program. The following are prohibited from enrolling and participating in the program: (a) natural persons acting as: permit holders, authorized distributors, authorized agency holders, ship providers, members and/or mandataries of foreign representations and international public bodies, members of the clergy or those with any other title or status acting in any capacity other than as an individual; (b) companies, joint ventures, partners, groups, associations and other legal persons.
- 4. Terms and conditions for enrollment.** Enrollment is free and no initial purchase is required. To become a member, SAQ customers must follow the enrollment process, provide complete and accurate information and confirm that they accept the terms and conditions set out herein as well as the SAQ Confidentiality policy published on the www.SAQ.COM website. Customers wanting to enroll may obtain one or two (2) membership cards (the "card(s)"), depending on the choice indicated at enrollment. The program has a maximum limit of one (1) account by client fulfilling the conditions of

enrollment and one or two (2) associated cards to a client. The creation of multiple accounts associated to the same client is strictly forbidden. Thus, at all time, the client does not have the right to have more than one active account associated with his person. If only one card is associated with the member account upon enrollment, a second membership card cannot be issued afterwards. The SAQ reserves the right to verify at any time whether its members have complied with the enrollment and participation requirements to determine whether they should retain their membership status and/or their right to participate in the program. The SAQ may revoke membership and participating rights at any time. The SAQ may refuse to register, activate and/or issue a membership card or to let a customer/member participate in the program who, in the SAQ's opinion, does not meet the terms and conditions or whose enrollment was previously revoked. Once members are enrolled, they may participate in the program by earning and using the points in their account to purchase eligible products or services from participating authorized points of sale (as defined herein) and by benefiting from promotional offers, subject to applicable conditions. Membership is non-transferable.

5. **Account set-up.** When customers register for the program through SAQ.COM website, an SAQ Inspire member account (the "account") and a customer account on the www.SAQ.COM website are automatically set-up, unless the member already has an SAQ.COM account in his or her name with the same email address, in which case, the SAQ Inspire account will be linked with the pre-existing SAQ.COM account. Customers must use the same user name and password to log on to both their SAQ.COM and SAQ Inspire accounts. When registering at a store, customers must provide an email address and must then visit SAQ.COM to complete their registration. If members choose to have two (2) cards associated with their account, only the enrolled members are authorized to make purchases from the www.SAQ.COM website through their customer account.
6. **Card(s) and associated member.** Cards remain the property of the SAQ and may be revoked at any time and in the sole discretion of the SAQ. At enrollment, members who choose to have two (2) cards associated with the account may allow another natural person of at least eighteen (18) years of age, acting as a private individual and meeting the other requirements set out under "**Enrollment and participation requirements**", to use the second card (the holder of the second card is hereinafter referred to as the "**holder of the second card**") thereby allowing the holder of the second card to earn points in the account but not to use them. Thus, when two (2) cards are associated with an account, the points earned by either of the two (2) card holders are added to the account and may be used entirely or partially only by the member. It is up to the member to advise and inform the holder of the second card of the current terms and conditions of the program, the SAQ Confidentiality policy, and any other information regarding the program. The second card holder agrees to share his or her transactional information and other information contained in the account with the member. Members are responsible for their user name and password, the security of their accounts (SAQ Inspire and SAQ.COM), the transactions performed under the program and in the accounts. They are also responsible for and guarantee any actions and transactions carried out by the second card holder. Only members are authorized and will be empowered to deal with the SAQ through the Customer Service (the "**CS**"), to request the deactivation of a card

and/or the closing of an SAQ Inspire account, for example. It is not possible to transfer, share and/or attribute points to two (2) card holders when, for example, a member account is closed.

7. Participating authorized points of sale. The SAQ Inspire program is offered in participating SAQ stores and participating authorized points of sale and in designated authorized SAQ partners, as determined by the SAQ from time to time (hereinafter the "**authorized points of sale**"). Stores under the SAQ (or SAQ Classique), Sélection, Express and Dépôt banners (SAQ agencies and permit holding stores are excluded) are authorized points of sale for earning points. The www.SAQ.COM website and the SAQ mobile application are also considered participating authorized point of sale for earning points. To use points, only stores under the SAQ (or SAQ Classique), Sélection, Express and Dépôt banners are authorized points of sale (SAQ agencies and permit holding stores are excluded). The www.SAQ.COM and www.SAQ.COM website and the SAQ mobile application are also authorized points of sale for using points. Private orders for products and services are not included in or eligible for earning and using points.

8. Collecting points. When purchasing eligible products and services in authorized SAQ points of sale, members can earn points that will be added to their accounts according to the rules and requirements of issue established by the SAQ. Rules applicable to earning points and promotions may vary depending on the authorized point of sale (SAQ Dépôt, for example). The points issued and awarded under the program have no monetary value and cannot be used for cash. To earn points, members must identify themselves as such before any transaction they make is concluded (by presenting the card in store and, if purchasing on the transaction websites of the SAQ, when logging on to their customer account). If they fail to do so, they will not be allowed to earn and claim points for that transaction afterwards. Basic points are issued at a rate of five (5) points per net dollar value on purchases of eligible SAQ products and services made in the SAQ (or SAQ Classique), Sélection and Express banner stores as well as on the www.SAQ.COM and the SAQ mobile application. In the SAQ Dépôt stores, the basic points are issued according to the number of eligible products purchased at the rate of five hundred (500) points for the first twenty three (23) eligible products purchased and five hundred (500) additional points for every purchase of twelve (12) additional eligible products. The net value on purchases of eligible SAQ products and services means the total value of the said eligible purchases, after any discounts, less delivery and deposit fees less/before taxes (GST, QST, the program's specific tax rate and any other applicable taxes or duties). For the SAQ to charge and collect the specific tax on behalf of government authorities, the specific tax charged and payable by the client upon purchasing products is the one that is set from time to time through applicable statutes and regulations, according to the nature and/or category of products. However, to calculate the number of basic points to issue in accordance with the terms herein, the specific tax rate of the program for each of the eligible products and services subject to the specific tax is the one published from time to time by the SAQ on the SAQ.COM website, regardless of its nature and category (hereinafter the "specific tax rate of the program"). The specific tax and category (hereinafter the "**specific tax rate of the program**"). The specific tax rate of

the program will be applied to all products and services purchased in all SAQ banner stores as well as on the www.SAQ.COM and the SAQ mobile application. The specific tax rate of the program may vary from time to time. No points will be issued for the purchase of the following products and services: gift cards, sponsorship event cards, any products and services for which a personalized invoice was issued any excluded products and services identified by the SAQ from time to time and those that are or could be excluded in the future or that are statutorily prohibited. Furthermore, no points will be issued for delivery charges, fund-raising campaign donations, deposits, and cash withdrawals. The SAQ reserves the right to add or exclude, at any time and in its sole discretion, products and services that are eligible for earning points. Through its promotional offers, the SAQ may offer members the possibility of earning bonus points when purchasing products and/or services identified by the SAQ and/or a combination of products and/or services in certain authorized points of sale, the whole according to applicable rules and conditions for issue and participation. From time to time, the SAQ may offer its members personalized promotional offers, without having any obligation to do so, based on their purchases, preferences, and respective profiles, among other things. Each personalized promotional offer is valid only for the member account to which it is offered and subject to applicable conditions. Applicable rules and conditions regarding the said promotions and erratums, if any, are published on the www.SAQ.COM website and in participating points of sale. This means of communicating or posting will take precedence over any other in the event of conflicting interpretations. Earning points on products and services will always be subject to the availability of those products and services during the promotional period, and limits, availability, and inventory shortages. The SAQ may limit the number of articles on which members may earn points. The SAQ is entitled to refuse to issue points if the member makes purchases for commercial purposes rather than personal ones, or for purposes other than those that have been authorized herein. In any given transaction, points may be earned and credited to only one account. Processing times may apply for points to be issued to member accounts, depending on the participating authorized point of sale after confirmation of a transaction (ex: SAQ.COM, Services SAQ Signature – Courrier Vinicole purchases, purchases from partners). Points are indivisible and non-transferable, including, in the event of a divorce, a separation, or when a member account is closed. Furthermore, should a second card holder's card be deactivated, the points earned by this holder will remain in the enrolled member's account and will be accessible only to the enrolled member.

- 9. Conditions for using points.** As described below, a member (but not the holder of the second card) may use the balance of points in the account to pay, in whole or in part, for the purchase of eligible products and services in participating authorized points of sale. That said, members may not use their points to purchase SAQ gift cards. To use their points, members must present their card **before** payment for the transaction has gone through, in accordance with the SAQ's instructions. In order to ensure that the use of points for the payment of goods and services is made by the member himself, the SAQ reserves the right to require ID from the person asking to use points. Points have the following value---in--- use: one thousand (1000) points are equivalent to one dollar (\$1.00) (e.g.: two thousand five hundred and fifty (2550) points = a value-in-use of two dollars and fifty-five cents (\$2.55). A minimum of one thousand (1000) points must be earned in the

account for members to be entitled to use their points in payment during a transaction. The SAQ may modify the value/number of minimum points for use at any time. Subject to the other conditions for using points stated herein. Points earned by members by making purchases can be used only once they are issued to their account and only for a later transaction. Members may use points only once per transaction. The SAQ may establish limits on using points with respect to the various authorized points of sale, the number of transactions per period and the maximum number of points that may be used per transaction. When making a transaction, members may not use more points (the equivalent value-in-use) than the purchase price of the transaction. In the event of a breakdown of the systems required to manage points or their unavailability, or any other unforeseeable circumstances or force majeure, the SAQ may suspend the issue or use of points without incurring any liability.

- 10. Return and exchange of eligible products and services.** Returns or exchanges of eligible products and services, and the management and processing of points, are subject to the terms, conditions and deadlines set out in the SAQ's applicable exchange and reimbursement policies and those of its authorized partners, if any. Any requests to adjust points in the event of returns or exchanges of products and services must be accompanied by the membership card and the original sales receipt. In the context of an exchange of eligible products and services, the SAQ may, if applicable, issue basic points on the difference between the net purchase value between the exchanged eligible products and services and those that were initially purchased, on condition that the difference is positive and the products and services purchased during the exchange are eligible products and services in the authorized points of sale, at the time of the exchange. If applicable, bonus points may also be awarded on products and services purchased in exchange, if there is an applicable promotion in effect in the authorized point of sale. In the context of a return and/or exchange and/or cancellation of purchases reducing the net value of the purchases made during the original transaction, the SAQ may reduce members' total points (basic and bonus), by the number of points equivalent to the points awarded during the original transaction or the negative difference if there is an exchange or partial return. When eligible products and services are returned for which the payment was made in whole or in part by using points, the points that were used to pay for the purchase in question will not be credited through an adjustment/reissue of points to the members' account but by another means identified by the SAQ.
- 11. Other provisions concerning points.** If members believe that there is an error on their sales receipt, they must advise the SAQ through the CS within forty-five (45) days of the date on the sales receipt. Members must provide the requisite evidence when seeking an adjustment/correction of their points, to the satisfaction of the SAQ, which will determine whether or not the request is justified. The number of points indicated on the sales receipt and/or communications sent to members may not reflect the current balance of points in the member's account. Should members disagree with the number of points earned, used, or deducted from their account, the data in the SAQ's files will take precedence. The SAQ assumes no responsibility for any error in the balance of points shown on the sales receipt, in the member account and/or in communications sent to members. The SAQ may debit a member's account at any time and without prior notice if points are

mistakenly credited. The SAQ is under no obligation to honour a request to use points that were mistakenly issued to an account. The SAQ assumes no responsibility for errors that may occur when sending promotional offers to members, for possible delays in sending or receiving promotional offers or if those offers are not received by members. Members may not sell, buy, assign and/or otherwise transfer all or part of their points to anybody under any circumstances (including death or divorce).

- 12. Card loss, theft, etc.** In the event an SAQ Inspire membership card is lost or stolen, the member must immediately advise the SAQ through the CS. Once the SAQ is duly advised of the loss or theft of a membership card, it will deactivate the membership card and activate a new one obtained by the member in a participating store. Should a member's account password be disclosed, that member must immediately request a new password on www.SAQ.COM website. The SAQ cannot be held liable for any points used or transactions made in the accounts between the moment the card is lost or stolen (or the username and password disclosed) and the moment the SAQ is advised. Charges may apply for replacement cards and any mail sent by the SAQ at a member's request.
- 13. Member's duty to update file.** Members must guarantee the accuracy of the information provided to the SAQ. It is up to members and it is their duty to update the personal information and profile linked to their accounts. Communications sent by the SAQ to the email address associated with the member's account are deemed to have been duly sent to the member by the SAQ.
- 14. Request to opt out of the program.** A member may opt out of the program at any time by making a request to this end to the CS. Once the member has made such a request, the member's SAQ Inspire account is immediately closed and access is revoked. Membership cards are deactivated and the points in the account are forfeited, without any further formality and without any compensation. Once their account is closed, customers wishing to return to the program will have to reregister. In such cases, the points earned in the account just prior to its closing cannot be reissued and the content of the account cannot be reactivated. In the event of the death of a program member, that member's account is closed and the points earned in that account are forfeited. Closing the SAQ Inspire account does not automatically close the SAQ.COM account.
- 15. Closing a dormant SAQ Inspire account.** Save as provided herein, points do not expire. However, if a member's account remains dormant for two (2) years, the account is closed, access is revoked and any points earned in the account are forfeited at the end of the said two-year period, without prior notice to the member and without formality. For members to maintain an active status, and therefore their membership, they must earn or use points at least once every two (2) years or be otherwise active respecting the program's activities.

- 16. Contests under the Program.** The SAQ may hold contests as part of the program. Member residency requirements and other eligibility criteria may apply to the contests. The SAQ reserves the right to limit the eligibility to participate in some contests to only those members who meet the requirements and criteria of each respective contest (e.g.: residency, required purchases, etc.). Employees of the SAQ and those with whom they are domiciled may not participate in the program contests. In the event of an automatic entry into a contest with purchase, or during a promotion and/or event and/or activity in which members are involved, members will nevertheless have to comply with each of the applicable requirements and consent to the rules for each of the said contests, to claim their right to participate, for example, or the prize and advantages of the contest, if any. The rules for each of the contests under the program will be published on www.SAQ.COM website.
- 17. Program end.** The SAQ is free to end the program pursuant to the provisions set out under "**Term**" herein above. Furthermore, if events beyond the control of the SAQ (fortuitous events, natural catastrophes, civil unrest, wars or significant changes in the economic environment or commercial conditions) seriously compromise the SAQ's will or ability to maintain the program as it was constituted, it may suspend or abolish the program completely or in part and the points earned may, upon prior notice to this effect, be forfeited and will not be available for use afterwards. Should the program be interrupted or cancelled for any reason whatsoever, members may not hold the SAQ liable and the SAQ will be automatically released from any claims filed by the members of the SAQ Inspire program regarding the interruption, cancellation, loss of points, or any other claim arising from any such interruption or cancellation.
- 18. SAQ rights in the event of non-compliance.** Without limiting its other rights and recourses, the SAQ may at all times: 1) suspend and revoke membership of a member in the program; and 2) withdraw and cancel member accounts and any associated card(s) and points earned in the account(s) when a member abuses the program and this privileges, fails to comply with the terms and conditions governing the program, makes a false statement, creates a false or fictitious identity, usurps the identity of another person, in case of abusive activities of the program or fraudulent activities by the member. The points of the member whose membership was revoked will be forfeited when its account(s) are closed. No points are awarded if the SAQ suspects that the products and/or services purchased will be used for resale or commercial use, and any points awarded for such purchases will be cancelled. If the SAQ revokes a membership, for any reason whatsoever, customers may not request a new membership, and any account opened in their name and any points earned in that account will immediately be forfeited. If members voluntarily cancel their membership, or if the SAQ closes their account because it was dormant, a new membership may be requested at a later date. Members who have breached the terms and conditions herein undertake to reimburse the SAQ any points and/or the equivalent value of the points used when breaching the said terms and conditions and to compensate any loss or damage sustained by the SAQ or any third party, as the case may be. If one of the above should occur, the SAQ may

also take any relevant legal or administrative measures. None of the provisions under these terms and conditions restricts the rights and recourses of the SAQ.

19. **Governing Law.** These terms and conditions are governed by the statutes applicable in the province of Quebec.
20. **Authorization to communicate.** By enrolling in the program, members agree to receive electronic communications regarding the program. Furthermore, subject to consent in accordance with applicable statutes, members consent to receiving electronic communications related to SAQ services, products, contests, events, and promotions. At any time, members may withdraw their consent to receiving such promotional communications by accessing the "My Communication Preferences" in their SAQ Inspire account.
21. **Acceptance of terms and conditions.** By enrolling in the program and using their card, membership number, other authorized support for identification, by logging on to access the SAQ Inspire account or by earning and using points or otherwise participating in the program, members (and holders of the second card, if any) acknowledge that they read and understood these terms and conditions and the Confidentiality policy and agree to be bound by them and any amendments that could be made to them from time to time. Members (and holders of second cards, if any) herein authorize the SAQ to gather, collect, analyze, use and keep personal information about them, their tastes, preferences, purchase transactions, and browsing behaviour on the SAQ'S websites, in compliance with the SAQ's undertaking under its Confidentiality policy. Furthermore, in the context of the program and for the purpose of managing and administering the program, members authorize the SAQ to communicate some personal information to its authorized providers and partners, subject to their privacy undertakings. In the context of the program and its commercial activities, the SAQ has sole discretion to dispose of data and information gathered regarding the member insofar as no personal information is disclosed to third parties and the privacy and security of the personal information gathered is protected.
22. **Official version.** The French version of the terms and conditions for the SAQ Inspire program is the official version and shall prevail on the English translated version.

LATEST UPDATE: November 1, 2021

Unless otherwise stated, any terms and conditions are deemed to come into force when they are published on the www.SAQ.COM website.