Village Pharmacy Lakefield Ltd Rewards Program Terms and Conditions

1. The Village Pharmacy Rewards Program (the "Program") is a specific rewards program available only at this location. Points may only be collected and redeemed at this location.

2. BEFORE ANY MEMBER CAN PARTICIPATE IN THE PROGRAM AND USE THE REWARDS CARD, YOU MUST READ, UNDERSTAND AND AGREE TO BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS (the "Terms and Conditions").

MEMBERSHIP APPLICATION

3. To participate in the Program, a customer must become a member of the Program ("Member"). Membership is free and no initial purchase is required. Membership is only open to persons who have reached the age of 19 years old and is not open to minors and Village Pharmacy Lakefield Ltd reserves the right to request identification from the customer to verify their age. Simply fill out a Rewards Program application form (the "Application Form") accurately, completely and legibly in the store or visit www.villagepharmacylakefield.ca, complete and print the on-line Application Form, accept these Terms and Conditions, print the completed Application Form and bring it into the Store. Upon completion, the Member will receive his/her own Rewards Card.

4. Only one Rewards Card is available per Member.

5. The Rewards Card is not a credit card. The Rewards Card is the property of Village Pharmacy Lakefield Ltd and it may be revoked or cancelled at any time by Village Pharmacy Lakefield Ltd in its sole discretion, without liability.

6. Each Village Pharmacy Lakefield Ltd Rewards Member (a "Member") will be issued a Rewards Card that has a unique number ascribed to it and is registered in the Member's name. Members cannot share their account number and account information with anyone else.

7. Members must advise Village Pharmacy Lakefield Ltd immediately of any changes of Personal information (as hereinafter defined) by completing a new Application Form and submitting it to the Store where the card information is held. If Village Pharmacy Lakefield Ltd believes that some of its records are inaccurate, it may contact the Member to verify its records. Village Pharmacy Lakefield Ltd reserves the right to cancel or suspend any Rewards Card for which it has incomplete or inaccurate personal information and all Village Pharmacy Lakefield Ltd Rewards Points redemptions on that account may be either blocked or forfeited. The submission of false or fictitious Personal Information or any other misrepresentation or fraudulent activities by a Member will result in all the Village Pharmacy Lakefield Ltd Rewards Points account being forfeited, closure of the membership account and cancellation of the Rewards Card.

8. Village Pharmacy Lakefield Ltd reserves the right to refuse issuance of a Rewards Card to any customer who does not follow the prescribed application procedures.

9. Members must either present their personal valid Rewards Card or provide the Member's phone number that was provided on the Application Form (the "Registered Phone Number") to collect points and earn rewards. Any unauthorized reproduction of the Rewards Card may lead to Village Pharmacy

Lakefield Ltd reporting such activities to local authorities and/or forfeiture of all Village Pharmacy Lakefield Ltd Rewards Points and membership in the Program.

10. Program membership is only available to individuals. Membership will not be available to corporations, businesses, charities, partnerships, enterprises or anyone other than an individual, unless written approval is received in advance from Village Pharmacy Lakefield Ltd, in its sole discretion. Village Pharmacy Lakefield Ltd Rewards Points will not be awarded if in Village Pharmacy Lakefield Ltd's reasonable opinion the merchandise purchased will be used for resale or commercial use and any Village Pharmacy Lakefield Ltd Rewards Points awarded on such purchases will be forfeited. Village Pharmacy Lakefield Ltd reserves the right to limit Village Pharmacy Lakefield Ltd Rewards Points awarded with respect to any offer or promotion to reasonable household quantities. If a Member was awarded points for an offer or promotion in which a Member purchased product(s) in excess of reasonable household quantities, the Village Pharmacy Lakefield Ltd Rewards Points awarded as a result of that offer or promotion may be forfeited without prior notice.

COLLECTION OF Village Pharmacy Lakefield Ltd REWARDS POINTS

11. To collect Village Pharmacy Lakefield Ltd Rewards Points following application, a Member must make Eligible Purchases at the Store. The Member's personal Rewards Card or his/her Registered Phone Number must be presented to the cashier at the time of purchase, before the purchase transaction is completed. A facsimile, photocopy or other reproduction of the Rewards Card, the Member's name, account number, or Member information other than the Registered Phone Number will not be accepted for the purposes of collecting Village Pharmacy Lakefield Ltd Rewards Points (unless permitted on a case by case basis, at the sole discretion of the store). No Village Pharmacy Lakefield Ltd Rewards Points (as by case basis, at the sole discretion is completed (unless permitted on a case by case basis, at the sole discretion is completed (unless permitted on a case by case basis, at the sole discretion of the Store). Village Pharmacy Lakefield Ltd shall not be responsible or liable if the Member fails to follow these procedures.

12. Village Pharmacy Lakefield Ltd Rewards Points will be awarded at the rate of 10 Village Pharmacy Lakefield Ltd Rewards Point for each dollar spent on each separate purchase of Eligible Products. Village Pharmacy Lakefield Ltd Rewards Points will be calculated by reference to the net (purchase price less discounts) pre-tax total of Eligible Purchases set out on a cash register receipt. The total Village Pharmacy Lakefield Ltd Rewards Points awarded and reflected on each cash register receipt will be rounded down to the last dollar spent. Village Pharmacy Lakefield Ltd may offer special promotions from time to time offering additional Village Pharmacy Lakefield Ltd Rewards Points on certain Eligible Products ("Village Pharmacy Lakefield Ltd Rewards Bonus Points, once awarded, shall form part of the Member's Rewards Card Points balance (the Village Pharmacy Lakefield Ltd Rewards Points and Village Pharmacy Lakefield Ltd Rewards Bonus Points collectively hereinafter referred to as "Village Pharmacy Lakefield Ltd Rewards Points").

13. "Eligible Purchases" shall mean any purchases of products or services that are eligible for the purposes of collection of Village Pharmacy Lakefield Ltd Rewards Points, which specifically excludes the Ineligible Purchases below.

14. Village Pharmacy Lakefield Ltd Rewards Points are not awarded on the purchase of, and may not be redeemed towards the following products and services ("Ineligible Purchases"): gift certificates or cards, phone cards, lottery tickets, stamps, charitable donations, products containing codeine, prescription medications and pharmacy services, the Village Pharmacy Lakefield Ltd Rewards Points redemption

portion of a transaction, and any other items specified as exclusions from time to time or where prohibited by applicable laws. Applicable legislation may prohibit the issuance of Village Pharmacy Lakefield Ltd Rewards Points for prescription drug purchases and select, products, medical supply or services provided by the Store. Village Pharmacy Lakefield Ltd reserves the right to change, add or delete Eligible Purchases at any time, at its sole discretion, without notice.

15. All Village Pharmacy Lakefield Ltd Rewards Points are shown on the cash register receipt for each purchase when a Rewards Card is presented before the completion of the purchase transaction. In the event that Village Pharmacy Lakefield Ltd Rewards Points do not appear on a receipt due to a technical failure (which specifically excludes the Member's failure to present his or her Rewards Card to the cashier before the completion of such purchase transaction), they will be updated on the cash register receipt at a later purchase transaction date. Members may also inquire about their Village Pharmacy Lakefield Ltd Rewards Points balance.

16. Returns and/or exchanges will be honoured in accordance with Village Pharmacy Lakefield Ltd's return policy only if the original cash register receipt is presented at the time of the return and/or exchange within the time period specified in such receipt. On a return and/or exchange the Village Pharmacy Lakefield Ltd Rewards Points will be deducted automatically from the Member's account that was used for the original purchase (whether or not the Rewards Card is presented at the time of return and/or exchange). The Member will be reimbursed for the purchase price shown on the receipt of the item(s) returned. Upon the return and/or exchange of purchases earned through the redemption of Village Pharmacy Lakefield Ltd Rewards Points, all redeemed Village Pharmacy Lakefield Ltd Rewards Points will be forfeited and the Member will receive the full value of the returned product, in the form determined by Village Pharmacy Lakefield Ltd.

17. All Village Pharmacy Lakefield Ltd Rewards Points totals, as shown on the cash register receipts, will be deemed correct unless otherwise substantiated by the Member by providing evidence satisfactory to Village Pharmacy Lakefield Ltd in its sole discretion. Discrepancies must be addressed within 3 months of the date of the cash register receipt. Village Pharmacy Lakefield Ltd reserves the right to restrict redemption, suspend or put a "hold" on Village Pharmacy Lakefield Ltd Rewards Points for up to 45 days from the date the Village Pharmacy Lakefield Ltd Rewards points are posted to a Member's account.

18. Village Pharmacy Lakefield Ltd Rewards Points are reduced to zero upon closure of any Program membership account.

19. Upon the death of any Member, the Member's account will be closed and any Village Pharmacy Lakefield Ltd Rewards Points in the Member's account will be forfeited. Village Pharmacy Lakefield Ltd Rewards Points are not divisible or transferable in the case of divorce.

20. If any Member does not collect any Village Pharmacy Lakefield Ltd Rewards Points for 12 consecutive calendar months, the membership will be deemed to be inactive, the Rewards Card will be cancelled and all accumulated Village Pharmacy Lakefield Ltd Rewards Points will be forfeited. At that time the Rewards Card Points balance may be reduced to zero, at Village Pharmacy Lakefield Ltd's sole discretion.

REDEMPTION OF Village Pharmacy Lakefield Ltd REWARDS POINTS

21. Village Pharmacy Lakefield Ltd Rewards Points may be redeemed for savings rewards off a purchase in accordance with the following Village Pharmacy Lakefield Ltd Rewards Points redemption schedule:

Points Required	Reward Value
5,000	\$10.00
10,000	\$20.00
25,000	\$50.00
50,000	\$100.00

Unless amended by Village Pharmacy Lakefield Ltd, in its sole discretion, the maximum redemption of Village Pharmacy Lakefield Ltd Rewards points per individual purchase transaction by a Member is \$100.00.

From time to time, special promotions may be run during which one or more redemption level(s) may temporarily be altered and/or suspended, new redemption levels added or points may be redeemed directly towards the purchase of specific Eligible Purchases. Village Pharmacy Lakefield Ltd may, from time to time, offer supplementary programs or promotions related to the Village Pharmacy Lakefield Ltd Rewards Program ("Related Programs").

22. All applicable taxes are calculated and payable by the Member on the full amount of the full purchase price of any purchase transaction before any savings rewards or discounts are redeemed or applied.

23. A Member's Village Pharmacy Lakefield Ltd Rewards Points balance will be reduced by the number of points required to obtain the desired point redemption level. Unredeemed Village Pharmacy Lakefield Ltd Rewards Points plus any Village Pharmacy Lakefield Ltd Rewards Points earned in the current purchase transaction will remain in the Member's Village Pharmacy Lakefield Ltd Rewards Points account and can be applied to a subsequent transaction.

24. Village Pharmacy Lakefield Ltd Rewards Points can only be redeemed if the desired point redemption level has been reached by the Member prior to the redemption transaction. Only one redemption is available per purchase transaction.

25. When redeeming Village Pharmacy Lakefield Ltd Rewards Points, Village Pharmacy Lakefield Ltd will automatically select the maximum eligible Village Pharmacy Lakefield Ltd Rewards Points redemption level available. Alternatively, the Member may select a different eligible redemption level by informing the cashier prior to redemption of Village Pharmacy Lakefield Ltd Rewards Points. In either case, the Member's account under his/her Rewards Card number must have the appropriate number of Village Pharmacy Lakefield Ltd Rewards Points.

26. Village Pharmacy Lakefield Ltd Rewards Points may only be redeemed towards Eligible Purchases and cannot be redeemed towards purchases of prescription drugs and medications.

27. Village Pharmacy Lakefield Ltd Rewards Points may not be collected or redeemed by any person other than the Member. Members may be required to provide proof of identity when redeeming

Village Pharmacy Lakefield Ltd Rewards Points to protect the integrity of the Member's Village Pharmacy Lakefield Ltd Rewards Points balance and account. Each Member is responsible to ensure that all Personal Information is correct and up-to-date and Village Pharmacy Lakefield Ltd reserves the right to block or suspend redemptions where the Member information has been determined by Village Pharmacy Lakefield Ltd to be inaccurate or incomplete.

28. In case of a lost Rewards Card, upon presentation of proper identification, a new Member's number will be provided to the Member and the original Rewards Card shall be cancelled by Village Pharmacy Lakefield Ltd. The accumulated unredeemed Village Pharmacy Lakefield Ltd Rewards Points balance in the Member's account shall remain intact. Village Pharmacy Lakefield Ltd assumes no liability or responsibility for Village Pharmacy Lakefield Ltd Rewards Points than the Member prior to the notification by the Member to the Store that the Rewards Card is lost and that the Rewards Card should be cancelled. Any Village Pharmacy Lakefield Ltd Rewards Points redeemed by any other person other than the Member and any loss or reduction of Village Pharmacy Lakefield Ltd Rewards Points prior to such notification shall be at the Member's sole risk.

29. Village Pharmacy Lakefield Ltd will not be liable or responsible in any manner for any tax consequences which may flow from any participation in the Village Pharmacy Lakefield Ltd Rewards Program by any non-Canadian resident, and where permitted by Village Pharmacy Lakefield Ltd, by any corporation, business, charity, partnership or enterprise.

30. From time to time, Village Pharmacy Lakefield Ltd may advertise or offer exclusive offers to select Members with respect to which they may redeem Rewards Points for items other than a discount reward, or receive other benefits or discounts that may not be specifically described under these Terms and Conditions.

31. Village Pharmacy Lakefield Ltd Rewards Points have no cash value and are not exchangeable for cash. Except as permitted from time to time by Village Pharmacy Lakefield Ltd, Village Pharmacy Lakefield Ltd Rewards Points cannot be assigned, exchanged, purchased or given by gift. Village Pharmacy Lakefield Ltd Rewards Points cannot be sold, traded, bartered, rented or otherwise disposed of. Village Pharmacy Lakefield Ltd Rewards Points are void if sold for cash or any other consideration.

PRIVACY OF PERSONAL INFORMATION

32. Village Pharmacy Lakefield Ltd collects personal information from Members including without limitation name, telephone numbers, age, age-range, e-mail, postal code, postal address and purchasing information ("Personal Information") in accordance with the Village Pharmacy Lakefield Ltd Privacy Policy, located at www.villagepharmacylakefield.ca (the "Privacy Policy"). Village Pharmacy Lakefield Ltd is committed to keeping such Personal Information safe in order to protect it from loss, theft, unauthorized access, disclosure, duplication, use by others and modification. Personal Information is protected by reasonable security safeguards appropriate to the sensitivity of the Personal Information.

33. Without limiting to the purposes specifically set out under the Privacy Policy, Village Pharmacy Lakefield Ltd may also use Personal Information to credit the correct Program membership number account, to communicate with the Member, to better understand the Member's shopping and information needs and to offer the Member relevant information, products, services and rewards to meet those needs. By providing the Personal Information to Village Pharmacy Lakefield Ltd, you consent

to Village Pharmacy Lakefield Ltd using the information for the uses specified herein and under the Privacy Policy.

34. Village Pharmacy Lakefield Ltd does not sell the personal information of any Member to any other third party without permission. Village Pharmacy Lakefield Ltd takes reasonable precautions regarding any sensitive information or security information.

TERMINATION OR SUSPENSION OF PROGRAM

35. Village Pharmacy Lakefield Ltd reserves the right to terminate the Program at any time without reason, by providing 30 days written notice in store flyers and/or notices posted in in the store. If events beyond Village Pharmacy Lakefield Ltd's reasonable control affect Village Pharmacy Lakefield Ltd's ability to continue to operate the Program, the Program may be suspended or terminated immediately without notice to Members.

36. Village Pharmacy Lakefield Ltd may restrict, suspend, change, modify or otherwise alter any terms and conditions of the Program or these Terms and Conditions, without notice, at any time and in its sole discretion. Any changes to these Terms and Conditions will be effective immediately upon posting of the revised Terms and Conditions on www.villagepharmacylakefield.ca, and a copy of the revised Terms and Conditions will be made available at the store, upon request of any Member. A Member's continued use of the Program and Rewards Card following the posting of any changes or modifications to the Terms and Conditions will constitute his/her acceptance of such changes or modifications. Members should frequently review these Terms and Conditions from time to time to understand the terms and conditions that apply to their use of the Program and the Rewards Card. For greater certainty, the online version of the Terms and Conditions posted at ww.villagepharmacylakefield.ca is the governing version.

37. The Member's first time usage of a Rewards Card constitutes agreement by and acceptance of the Member to these Terms and Conditions.

38. Any abuse by a Member of the Program's privileges, any failure by a Member to follow the Program's Terms and Conditions, any property damage, theft or other unacceptable behavior by a Member at a Village Pharmacy Lakefield Ltd store, or any misrepresentation by a Member may, at Village Pharmacy Lakefield Ltd's sole discretion, subject the Member to expulsion from the Program and cancellation of such Member's Rewards Card, including forfeiture of all accumulated Village Pharmacy Lakefield Ltd Rewards Points.

39. Upon suspension or termination of the Program for any reason whatsoever, Village Pharmacy Lakefield Ltd will have no liability therefore to any Member and is automatically released from all claims Members in respect of such suspension, termination, forfeiture of Village Pharmacy Lakefield Ltd Rewards Points, redemption of Points or otherwise in respect of such suspension or termination.

RELEASE AND LIMITATIONS OF LIABILITY

40. Upon and in consideration of a Member redeeming any Village Pharmacy Lakefield Ltd Rewards Points for rewards, each such Member waives and releases Village Pharmacy Lakefield Ltd and its directors, officers, employees and agents from any and all claims, actions, causes of action, expenses,

losses, judgments, liabilities, damages and demands of any nature whatsoever which may exist now or may arise in the future by reason of such Member's participation in, or otherwise arising out of, the Program, including without limitation, the redemption and use and/or inability to use any reward and any loss or damage caused by goods and services supplied as any reward, including without limitation, any sickness, personal injury or property damage.

41. EACH MEMBER AGREES THAT VIllage Pharmacy Lakefield Ltd AND ITS DIRECTORS, OFFICERS AND EMPLOYEES SHALL NOT BE LIABLE FOR DAMAGES, COSTS, EXPENSES OR LIABILITIES ARISING OUT OF OR RELATED TO THE PROGRAM, REWARDS CARD OR THESE TERMS AND CONDITIONS, INCLUDING WITHOUT LIMITATION, ANY DIRECT, SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY,

GENERAL

42. These Terms and Conditions will be governed and interpreted according to the laws of Ontario, Canada. The parties hereby attorn to the exclusive jurisdiction of the courts of competent authority in the Province of Ontario.

43. These Terms and Conditions constitute the entire agreement between each Member and Village Pharmacy Lakefield Ltd relating to the Program.

44. Any waiver by Village Pharmacy Lakefield Ltd of the strict observance, performance or compliance by a Member with any of the Terms and Conditions contained herein, either expressly granted or by course of conduct, shall be effective only in the specific instance and shall not be deemed to be a waiver of any rights or remedies of Village Pharmacy Lakefield Ltd as a result of any other failure to observe, perform or comply with the Terms and Conditions. No delay or omission by Village Pharmacy Lakefield Ltd in exercising any right or remedy hereunder shall operate as waiver thereof or of any other right or remedy.

45. The provisions of these Terms and Conditions are severable and if any provision is determined to be invalid or unenforceable, that will not affect the validity or enforceability of the remaining provisions of these Terms and Conditions.