

# Familiplus program term and conditions

## General

1. The Familiplus Program is a rewards program owned exclusively by Familiprix Inc. (hereafter referred to as "**Familiprix**"). Further information on the program may be obtained from Familiprix Customer Service, staff at participating stores or at [www.familiprix.com/familiplus](http://www.familiprix.com/familiplus) (hereafter referred to as the "**Website**").
2. Familiprix will issue a Familiplus card to any individual aged 13 and over who requests one, either by filling out the appropriate form in a participating Familiprix store or by opening a Familiprix account via the website or the "My Familiplus" mobile app (hereinafter individually and/or collectively called the "Familiplus Platform"). Once the account has been created, the member will have to provide some additional personal information, such as their phone number, for communication and identification purposes before they can use their reward points. Members between 13 and the legal age of majority are asked to read these terms and conditions in the presence of a parent or legal guardian to ensure they understand them. Such customer will become a member of the Familiplus Program (hereinafter referred to as "member"), once their card has been validated. The member may complete/modify their personal information (hereinafter referred to as "profile") on the Familiplus Platform.
3. Familiprix reserves the right to cancel or confiscate any Familiplus card or earned points, in the event the member is suspected of using practices deemed questionable in order to earn points awarded by the Familiplus card, or refuses to comply with the terms and conditions governing the program, or makes a false statement for the issuance of a Familiplus card.
4. The term of the Familiplus program is unlimited. However, Familiprix reserves the right, at any time, to modify or terminate the Familiprix program terms and conditions, specifically as a result of any merger, corporate reorganization, sale or acquisition of Familiprix or the Familiplus program. In addition, Familiprix may limit, suspend or modify the program, in whole or in part, by amending the following terms and conditions:
  - a. Eligibility requirements to participate in the program;
  - b. The term of the program;
  - c. The registration method for the program;
  - d. How to earn reward points and the earning rate;
  - e. How to redeem reward points and the conversion rate;
  - f. The expiry of the points;
  - g. The list of products and services eligible for points earning or rewards;
  - h. Any item required by law or regulation.

If necessary, we will ensure that we provide you with a written notice within the time prescribed by law indicating the new amended clause(s) and their effective date. If you do not agree with these changes, you may cancel your membership or withdraw from the Familiplus program, without charge or penalty. To do so, you must either send us written notice to this effect or complete the membership cancellation form available in section 13 hereof, no later than 30 days after the effective date of the amendments and you will then have thirty (30) days from our receipt of your notice to redeem your points. At the end of this period, all unused / unredeemed points will be cancelled. If no notice or request for cancellation of membership is received by Familiprix within 30 days of the effective date of the change(s), we will assume that you agree to continue your membership in the Familiprix program subject to the new terms and conditions so amended.

5. In the event Familiprix terminates the Familiplus Program, members may use their reward points at any participating store within thirty (30) days after the program ends. After that time, any earned points will be lost.
6. In the event the Program is suspended or terminated for any reason whatsoever, neither Familiprix nor any participating store may be held liable to its members and will automatically be released from any claims filed by members of the Familiplus Program regarding the suspension or termination of the program and/or the loss or redemption of points or other damage resulting from such suspension or termination.
7. The Familiplus Program is available in all participating Familiprix stores, with the exception of the following, whose list is subject to change at any time depending on the participants:

Marc Falardeau  
1, rue du Plateau  
Armagh (Qc) G0R 1A0

François Grondin, David Ghattas,  
Ricardo Rémy & Mohamed Gherzi  
1030, rue Lionel-Daunais  
Boucherville (Qc) J4B 0L4

Jean-François Chapdelaine  
182, rue Montcalm  
Gatineau (Qc) J8Y 3B5

Marie-Julie Saydé  
2199, rue Saint-Louis  
Gatineau (Qc) J8T 5L4

Pascale Gagnon  
225, boul. Saint-Joseph  
Gatineau, secteur Hull (Qc) J8Y 3X5

Albert Falardeau  
74-B, rue Principale  
Lac-des-Aigles (Qc) G0K 1V0

Hanan Yazji  
1800, boul. Cartier Est, bureau 28  
Laval (Qc) H7G 4R6

Joey Maltais  
4-B, boulevard Perron Est  
Matapédia (Qc) G0J 1V0

Anne Drolet & Magali Cyr  
505, boulevard Gouin  
Ouest Montréal (Qc) H3L  
3T2

Bach Heng Ta & Thai-Dau Ly  
A-750, Côte de la Place-  
D'Armes Montréal (Qc) H2Y  
2X8

Cam Uyen Mai Ba  
1969, boulevard Rosemont  
Montréal (Qc) H2G 1S9

David St-Jean Gagnon  
1470, rue Peel, Tour A, suite 850  
Montréal (Qc) H3A 1T1

Jean Bernatchez  
927, rue Rachel Est  
Montréal (Qc) H2J 2J2

Mariana Dramilarakis  
933, boulevard René-Lévesque Est  
Montréal (Qc) H2L 4S4

Wahba, Maged  
1988, Ste-Catherine Est  
Montréal (Qc) H2K 2H7

Thi-Hong Nhung Nguyen  
4800, rue de Contrecoeur  
Montréal (Qc) H1K 0K9

Sylvie Champagne  
1761, rue Sheppard  
Québec (Qc) G1S 1K5

Karenne Maheux & Louis Roy  
8080, 5<sup>e</sup> Avenue  
Saint-Georges de Beauce (Qc)  
G5Y 0G3

Michel Clermont, Xiang-Yang Wang  
& Karl Fortin  
620, boul. du Séminaire Nord  
Saint-Jean-sur-Richelieu (Qc) J3B 7B4

Julie Paquet, Patrick Turmel & associés  
377, route Langevin  
Saint-Odilon (Qc) G0S 3A0

Mylène De Grandpré & Mathieu  
Houle-Laporte  
Trois-Rivières (Qc) G8Z 1E8

8. The Familiplus card is not a credit card. It is, and remains at all times, the exclusive property of Familiprix, which may revoke it at any time at its sole discretion.
9. Familiplus points earned on a Familiplus card may not be transferred, exchanged for cash, or sold other than in accordance with the terms and conditions herein. Under no circumstances will Familiprix transfer or permit the transfer of earned points, in part or in whole, to any other individual or Familiplus member or Familiplus card, except in the situations provided for in Section 11 herein. The reward dollars to which Familiplus points entitle Familiplus members may be used or redeemed only by said members. If, for any reason, adjustments must be made to the points registered in a member's account, the member will have thirty (30) days, from the transaction date or the date the points are registered to the account, to submit a request to Familiprix Customer Service. If no request is made within this period, the information registered in the account will be deemed correct and final.
10. Members must inform Familiprix of any changes to their personal information by going on the **Familiplus** Platform or by calling Familiprix at 1-844-704-8040. By joining the program, members confirm that the information they have provided is valid and accurate.
11. Members are responsible for promptly notifying Familiprix of the loss or theft of their Familiplus cards. They must then go to a participating Familiprix store and request a new card, expressly stating it is to replace a lost or stolen card. That way the sales clerk can issue a new card without creating a new profile. Members can then update their card number in their profile on the Familiplus Platform or by calling Familiprix Customer Service at 1-844-704-8040. Earned points on a lost or stolen card will be transferred to the new Familiplus card, provided that the earned points have not been used between the time the loss or theft occurred and the time the card number was updated. Familiprix may not, under any circumstances, be held liable for transactions made with a Familiplus card between the time of the loss or theft and the time Familiprix is notified of the loss or theft to Familiprix.
12. By joining the Familiplus Program, members confirm that they consent to have mail sent to their home addresses (in case they have provided their address).
13. Any member who no longer wishes to participate in the Familiplus Program must print and complete the membership cancellation form that he/she can download here. The duly completed form must then be mailed to the following address:  
  
Customer experience  
6000 rue Armand-Viau  
Quebec City, Quebec, G2C 2C5  
  
The member's account will be closed within thirty (30) days of receipt of the form. Any earned Familiplus points will be cancelled without compensation, and the card (plastic physical card and/or virtual card) will no longer be valid.
14. Employees at participating Familiprix stores may join the Familiplus Program, but may not benefit from the employee discount at the same time (if applicable).
15. Familiplus members age 60 and over may not benefit from the senior discount at the same time (if applicable).

## Produits admissibles

16. Familiplus points may be earned only on purchases for personal use of eligible products, excluding taxes. Points will not be earned on the following products and services: **narcotics, lottery, public transit cards and fares, calling cards, gift cards, prepaid products and services, stamps and other postal products and services, delivery fees (where applicable) and any other products or services prohibited by law. More specifically for provinces where it is prohibited by law, points will not be earned upon purchase of prescription or over-the-counter drugs and products covered by the Pharmacy Act and its regulations.**
17. Members may use earned points only to purchase eligible products. Points cannot be redeemed upon purchase of the following products or services: **prescription drugs, drugs sold exclusively in drugstores, lotteries, public transit cards and fares, calling cards, gift cards, prepaid products and services, stamps and other postal products and services, delivery fees (where applicable) and any other products or services prohibited by law. More specifically for provinces where it is prohibited by law, point will not be redeemed upon purchase of prescription or over-the-counter drugs and products covered by the Pharmacy Act and its regulations.**
18. Familiprix reserves the right to add or exclude products or services from the list of eligible products.

## Earning Familiplus Points

19. To earn Familiplus points, members must present their valid physical or virtual Familiplus cards before the end of the transaction when purchasing eligible products at a participating store.
20. Members who do not or cannot present a valid Familiplus card when purchasing eligible products or who present their card once the transaction is finished cannot earn Familiplus points.
21. Members can find out how many Familiplus points they have earned by checking the sales receipt after making a purchase at a participating store or by consulting their profiles on the Familiplus Platform.
22. Familiplus points will be awarded to holders of gift cards issued by Familiprix if the cards are used to purchase eligible products.
23. If members use reward dollars earned on their Familiplus cards to purchase eligible products, they will earn Familiplus points in the same manner as if they had used another payment method.
24. Members earn one one-hundredth of a point (0.01 points) for every cent (\$0.01) they spend on eligible products, before taxes. To simplify the display, decimal places are not shown. Displayed points are always rounded down. For instance, customers receive 2.5 points for a \$2.50 purchase of eligible products, before taxes, but only "2 points" will be displayed.
25. Points are calculated on the net product price.

26. *FOR NEW BRUNSWICK ONLY:* Members may not earn more than 5,000 points in a single transaction when purchasing over-the-counter and prescription drugs. Once the purchase total reaches 5,000 points, no more points will be awarded. Members may request that the portion of the points under 5,000 be manually adjusted by calling Familiprix Customer Service at 1-844-704-8040.
27. During special promotions, Familiprix may offer extra Familiplus points on purchases of certain eligible products, calculated on net prices. In addition, please note that in New Brunswick, no bonus points can be applied to the purchase of prescription drugs unless otherwise specified in the special promotion.

For illustration purposes only, if a \$5 product earns 3X points during a particular month and another promotion lasting only one week during the same month earns 5X points, the points are calculated as follows:

Base points:  $\$5 \times 1 \text{ pt} = 5 \text{ pts}$

3X promo points:  $5 \text{ base pts} \times 3 = 15 \text{ pts} - 5 \text{ base pts} = 10 \text{ bonus pts}$

5X promo points:  $5 \text{ base pts} \times 5 = 25 \text{ pts} - 5 \text{ base pts} = 20 \text{ bonus pts}$

Total points:  $5 \text{ base pts} + 30 \text{ bonus pts} = 35 \text{ Familiplus pts}$

28. Product returns are handled in accordance with each store's return and exchange policy and discount coupon policy where applicable. Members must read and understand the policies applicable to the store where they make their purchases.
29. When a product that has earned Familiplus points is returned or exchanged, Familiprix reserves the right to subtract such points at the time of return or exchange. Familiplus members must present their sales receipts and Familiplus cards when returning or exchanging products.
30. If a Familiplus card, whether physical or virtual, is not used for a period of eighteen (18) consecutive months, if the member cancels the card, or in the event of the member's death, all Familiplus points earned on the card will automatically be cancelled without compensation. Members may reactivate their cards by calling Familiprix Customer Service at 1-844-704-8040.

## **Use of Familiplus Points/Reward Dollars**

31. Earned points are converted into reward dollars, which can be used to pay for future purchases of eligible products. Each Familiplus point is converted into \$0.01 reward dollars. For instance, members would need 850 points to purchase eligible products totalling \$8.50.
32. To use Familiplus reward dollars, members must present their valid Familiplus cards, whether physical or virtual, and ensure that their profiles have been duly completed on the **Familiplus Platform** or by calling Familiprix Customer Service.
33. Members may also donate their Familiplus points to charitable organizations identified by Familiprix. The list of charities may change from time to time and without notice based on the partnerships with Familiprix. Each time a member makes a donation, the number of points donated will automatically and permanently be deducted from the member's account. Donations cannot be cancelled or refunded. Familiplus point donations do not entitle members to a tax receipt.

34. In the event of a server or network failure, Familiplus points/reward dollars may not be used to pay for purchases or be used as a donation. Furthermore, in the event of such failure, point updates will be delayed until the server or network is restored.

## **Personalized Offers and Preselected Products**

35. In addition to earning Familiplus points, members may also receive time-limited personalized offers through the Familiplus Program, based on their purchasing habits. Such offers may be in the form of discounts, free products or extra Familiplus points on the purchase of selected eligible products and may be subject to additional terms and conditions in addition to this one.
36. Personalized offers will be sent to members by regular mail, by email if members have given explicit consent in their profiles on the Familiplus Platform. Details on any personalized offers will be indicated in personalized mailings.
37. Members must present the original coupon for the personalized offer (or the offer itself) received by mail or email to benefit from personalized offers. No photocopies will be accepted. Members may also present offers on their smartphones.
38. Familiprix may, but is not obliged to, select eligible products on which members may earn additional Familiplus points when making purchases.
39. Neither Familiprix nor stores offering the Familiplus Program may be required to make personalized offers, this option being at the sole and absolute discretion of Familiprix.
40. Members no longer wishing to receive email messages may modify their consent in their profiles on the Familiplus Platform.

## **Confidentiality of Information Collected by Familiprix**

41. Familiprix undertakes to make every effort to ensure the confidentiality and security of information provided by members when they join and participate in the Familiplus Program. However absolute confidentiality and security are not guaranteed. For more information, please read our [General Terms of Use](#).
42. Familiprix undertakes not to disclose information received from members except on a need-to-know basis. In such a case, any individual receiving such information will be clearly informed that it is confidential and subject to a confidentiality agreement. Personal information will be used only for the purposes stated in the [Privacy Policy](#), available on the Familiprix website all the time.
43. Members acknowledge and agree, that information collected by Familiprix may be used to administer and monitor the Familiplus Program and to send promotional material and other personalized messages, including by email.
44. Some services, such as sending mail and email, analyzing business data, providing marketing assistance, investigating fraudulent activities, conducting consumer surveys, and providing customer service, may be carried out by companies authorized by Familiprix. In such cases, Familiprix will ensure that data transmitted to such service providers will be limited to the information required to perform their duties and that such service providers will be subject to a very strict confidentiality agreement.
45. By joining the Familiplus Program, members confirm that they consent to such use of their information

## **Final provisions**

46. All necessary measures have been taken to ensure the accuracy of the information contained in this document. Familiprix and the stores participating in the Familiprix Program may not be held liable for any errors or omissions.
47. If any provision of these Terms and Conditions shall be judged invalid or unenforceable, such invalid or unenforceable provision shall be removed; the validity or enforceability and any other provisions of these Terms and Conditions shall not be affected.

Effective on: October 23, 2020