

Gift Card Terms and Conditions

Application of Terms and Conditions:

These Terms and Conditions are intended to apply towards:

- (1) the purchase and redemption of physical and/or digital gift cards for Shoppers Drug Mart®/Pharmaprix®, purchased in-store or online at www.shoppersdrugmart.ca or www.pharmaprix.ca; and
- (2) the purchase of physical and/or digital gift cards for goods and services sold by retailers or other entities other than Shoppers Drug Mart Inc. (“SDMI”) or its affiliates (“**Third Party Gift Cards**”), which are purchased in-store or online at www.shoppersdrugmart.ca or www.pharmaprix.ca.

SDMI offers Shoppers Drug Mart®, Pharmaprix® and BeautyBOUTIQUE by Shoppers Drug Mart™ and galerieBEAUTÉ de Pharmaprix^{MC} gift cards, or other gift cards from time to time (collectively with Third Party Gift Cards, “**Gift Cards**”), that can be redeemed for the purchase of products and services from Shoppers Drug Mart® or Pharmaprix® (collectively, “**Shoppers Drug Mart®/Pharmaprix®**”), as applicable, in participating stores or online, unless otherwise indicated on the Gift Card or in these Terms and Conditions.

For Third Party Gift Cards, these Terms and Conditions only apply towards the purchase of such cards, as such cards cannot be redeemed towards purchases from Shoppers Drug Mart® or Pharmaprix®. Where Third Party Gift Cards are sold (either in-store or on this website), additional terms and conditions established by the applicable retailer may apply, which may include (1) additional terms provided on the applicable retailer’s website, and (2) in the case of online purchases on this website, additional details located on the product page for the respective Third Party Gift Card on this website under the heading “Card Details”. All such additional terms and conditions should be reviewed prior to you purchasing a Third Party Gift Card.

General Terms:

- The terms “you” and “your” refer to the person who purchased the Gift Card and/or the person who uses the Gift Card.
- The purchase and/or use of a Gift Card constitutes your acceptance of these Terms and Conditions, as amended from time to time by SDMI in its sole discretion.
- Gift Cards cannot be resold.
- Gift Cards are not redeemable for cash and are non-refundable, except where required by law.

- Gift Cards other than Third Party Gift Cards can be reloaded with additional funds. Further details are below.
- The available balance on Gift Cards does not expire.
- Gift Cards are not credit or debit cards, but constitute as a form of tender, prepayment on the cost of purchases at participating Shoppers Drug Mart[®]/Pharmaprix[®] stores or websites, or from third parties in the case of Third Party Gift Cards, as applicable.
- There is no cash back for unused balances on Gift Cards, except where required by law.
- Lost, stolen, or improperly used Gift Cards will not be replaced or replenished.

Purchasing a Gift Card:

- Digital Gift Cards can be purchased online at www.shoppersdrugmart.ca or www.pharmaprix.ca. Physical Gift Cards can also be purchased at certain stores operated by Loblaw Companies Limited (“**Loblaw**”), and at Shoppers Drug Mart[®]/Pharmaprix[®] stores.
- Gift Cards must be purchased in Canadian dollars.
- Gift Cards purchased online may be paid for with a valid Mastercard, VISA or American Express credit card.
- Gift Cards purchased in-store may be paid for with cash, debit, or a valid Mastercard or VISA credit card.
- SDMI reserves the right to change the permitted methods of payment, including without limitation, to the credit cards SDMI is able to accept, at any time.
- All Gift Card sales are final. Unless you cancel an online Gift Card order within 15 minutes of purchase, you cannot cancel an online Gift Card order.
- Digital Gift Cards will be emailed to the indicated recipient in the online order.
- SDMI will use commercially reasonable efforts to deliver your order as quickly as possible within the fulfilment period(s) indicated; however, SDMI will not be responsible for any delays in delivery which are beyond its control.
- If the Gift Card order cannot be sent to the recipient’s email address indicated in the purchase order within 24 hours, the Gift Card order will be cancelled and the purchaser will not be charged.
- If after the Gift Card delivery email has been sent to the email address indicated in the purchase order, it is undeliverable due to an invalid email address, you will be given the opportunity to correct the email address and the Gift Card will be resent to the updated email address indicated.
- SDMI reserves the right to hold, suspend, cancel or refuse an order for which fraud, and/or violation of these Terms and Conditions, or a security risk is suspected. If your order is affected, you will be notified via email.
- SDMI is not responsible for Gift Cards that are not delivered or not received due to inaccurate delivery information.
- By making an online purchase of a Gift Card, you represent and warrant to SDMI as follows:
 - You (the purchaser) are responsible for the accuracy of all information that you entered and provided to SDMI;

- For digital Gift Cards to be delivered to any person other than yourself (the purchaser), you have a personal or family relationship with the Gift Card recipient as described in Canada's Anti-Spam Legislation ("CASL"), and you have the full and complete authority and consent of the Gift Card recipient to provide the recipient's name and email address to SDMI or its third-party service providers for the purposes of fulfilling a digital Gift Card order;
- You acknowledge that your name and email address may be shared with third-party service providers and/or the digital Gift Card recipient in order for SDMI or its third-party service providers to fulfill the digital Gift Card order and you give SDMI or its third-party service providers the authority and consent to do so; and
- You are not breaching any contract, duty or law or infringing anyone's intellectual property, privacy or other legal rights.

Redeeming a Gift Card:

- This section does not apply to Third Party Gift Cards, which cannot be redeemed towards purchases from Shoppers Drug Mart® or Pharmaprix®.
- Gift Cards cannot be replaced if already redeemed.
- Where a Gift Card is presented as a form of payment, the full stored value of the Gift Card will be applied to the total eligible amount of your in-store purchase or online purchase on www.shoppersdrugmart.ca or www.pharmaprix.ca.
- Any unused portion will remain on the Gift Card and can be applied towards future in-store or online purchases on www.shoppersdrugmart.ca or www.pharmaprix.ca.
- Gift Cards may be void if altered, damaged or defaced.
- Gift Cards are redeemable at participating Shoppers Drug Mart® and Pharmaprix® stores by displaying the Gift Card at checkout. For in-store purchases, you will need the Gift Card number and PIN to complete a purchase, which can both be found on your Gift Card. The PIN on a physical Gift Card is located under the scratch tab on the back of the Gift Card. The PIN on a digital Gift Card will be located near the Gift Card barcode.
- Gift Cards cannot be used at any Shoppers Drug Mart®/Pharmaprix® in-store third party businesses (such as in in-store kiosk or pharmacy) or where prohibited by law.
- You can use multiple Gift Cards to pay for your online & in-store purchases. If there is a balance amount owing by you once your Gift Cards have been used, you must select another method of payment to complete your transaction.

Reloading a Gift Card:

- This section does not apply to Third Party Gift Cards, which cannot be reloaded.
- Digital Gift Cards are reloadable at a minimum reload value of \$5 and up to a maximum reload value of \$500. Physical gift cards have a reloadable limit of \$300.
- Gift Cards can be re-loaded in-store or online at www.giftofchoice.ca.

Gift Card Balance Inquiry:

- This section does not apply to Third Party Gift Cards. Please refer to additional terms established by the relevant third party for instructions on any available balance inquiry tools.
- For in-store purchases, the Gift Card balance will be printed on your receipt at each use. For online purchases, the Gift Card balance will be displayed at checkout. You can also inquire about your Gift Card balance: (i) by asking a team member in a Shoppers Drug Mart® or Pharmaprix® store, or in-store customer service, as applicable; (ii) by calling the number on the back of your physical Gift Card, or (iii) by using the balance inquiry tool at:

<https://wbiprod.storedvalue.com/wbir/clients/shoppersdrugmart?lng=fr> OR

<https://wbiprod.storedvalue.com/wbir/clients/shoppersdrugmart?lng=en> for Shoppers Drug Mart cards

& <https://wbiprod.storedvalue.com/wbir/clients/pharmaprix?lng=fr> OR

<https://wbiprod.storedvalue.com/wbir/clients/pharmaprix?lng=en> for Pharmaprix cards

Lost, Stolen, Unauthorized Use or Damaged Gift Cards:

- Gift Cards cannot be recovered or replaced if lost, stolen or suspected of unauthorized use. Gift Cards Lost, Stolen, may be void if altered, damaged or defaced.
- If you ordered a digital Gift Card online and the intended recipient has not received the digital Gift Card, ask the recipient to check their junk mail or deleted items.
- You are responsible for ensuring that any delivery information, including email delivery addresses, is correct and accurate. SDMI is unable to correct delivery information after an order has been confirmed. SDMI is not responsible for Gift Cards that are not delivered or not received due to inaccurate delivery information.
- The risk of loss and title for Gift Cards passes to the purchaser upon digital transmission of the digital Gift Card to the recipient. SDMI is not responsible for lost, damaged, or stolen Gift Cards. Gift Cards should be safeguarded and treated like cash. If you suspect that someone has copied or stolen your Gift Card number or PIN, contact [1-866-443-8225](tel:1-866-443-8225) immediately.

Refunds on Goods Purchased Using a Gift Card:

- This section does not apply to Third Party Gift Cards.
- If you choose to return your online purchase that you paid for using a Gift Card, by shipping the product for return, SDMI will issue a new Gift Card to you reflecting the refunded amount.
- If you choose to return your in-store purchase that you paid for using a Gift Card, the receipt is required in order for SDMI to issue you a refund on the same Gift Card or issue you a new Gift Card with the refund amount.
- If you split payment between Gift Cards, the refund will be returned using the original form of split payments, as per the original billed transaction in each Gift Card.

Personalized Messaging:

- If you wish to add a personal message to an online order, you may do so in the appropriate order field. Personal messages are limited in characters and length.
- There is no additional charge to include a personalized message.
- While SDMI does not, and has no legal obligation to, review every gift message, SDMI reserves the right to cancel or omit inappropriate, offensive or otherwise objectionable messages. SDMI assumes no responsibility or liability arising from any personal message included with an order.

Cancelling or Refusing a Gift Card:

- SDMI reserves the right to cancel or refuse a Gift Card associated with an unauthorized transaction at any time.
- Gift Cards purchased from sources other than at www.shoppersdrugmart.ca or www.pharmaprix.ca or www.giftofchoice.ca may not be valid. SDMI is not responsible for honouring or replacing Gift Card balances purchased through unauthorized sellers.

General Terms:

- The laws of the Province of Ontario, without regard to the principles of conflict of law, govern these Terms and Conditions and all matters relating to or arising out of the purchase and/or use of the Gift Cards. Any dispute relating in any way to a Gift Card will be adjudicated by the courts of the Province of Ontario and you submit to the exclusive jurisdiction and venue of such courts.
- SDMI reserves the right to change these Terms and Conditions at any time in its sole discretion. You agree to accept any changes as a condition of your maintaining or continuing to use the Gift Cards.
- ®/™ Trademarks of 911979 Alberta Ltd.
- Use of any SDMI trademarks or logos in connection with the purchase and/or use of the Gift Cards or for any other purpose is strictly prohibited.
- Gift Cards cannot be used in a manner that is indecent or illegal, or negatively impacts SDMI, its brands, its reputation or goodwill.

Limitation of Liability and Indemnification:

SDMI IS NOT RESPONSIBLE OR LIABLE TO YOU OR ANY THIRD PARTY , WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE, FOR ANY CLAIMS, COSTS, DAMAGES OR EXPENSES ARISING OUT OF: (I) YOUR NEGLIGENT ACT OR OMISSION, WILLFUL MISCONDUCT OR FRAUD; (II) ANY BREACH OR DEFAULT BY YOU OF THE OBLIGATIONS UNDER THESE TERMS AND CONDITIONS; (III) LOBLAW'S FAILURE TO CARRY OUT ITS OBLIGATIONS IF THE FAILURE IS CAUSED BY A THIRD PARTY, A SYSTEM OR DATA PROCESSING FAILURE OR ANY OTHER ACT OR OMISSION OUTSIDE OF LOBLAW'S CONTROL; AND (IV) ANY LOSS OF PROFITS OR INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES REGARDLESS OF HOW THEY ARISE.

SDMI MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO the Gift CARDS, INCLUDING WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, or non-infringement. if there is any issue with or related to a gift card (including without limitation IF A GIFT CARD CODE IS NON-FUNCTIONAL), YOUR SOLE REMEDY, AND SDMI'S SOLE LIABILITY, SHALL BE THE REPLACEMENT OF SUCH GIFT CARD.

You shall indemnify and hold harmless SDMI and its officers, directors, employees, agents, subcontractors or representatives from and against any and all third party charges, claims, losses, demands, damages, liabilities, costs, expenses, causes of action or suits (collectively, "**Losses**") incurred or suffered by SDMI or its officers, directors, employees, agents, subcontractors or representatives to the extent resulting from: (a) your negligent act or omission, willful misconduct or fraud; and (b) any breach or default (including without limitation breach of a representation or warranty hereunder) by you of the obligations under these Terms and Conditions.