

Terms and Conditions

1. OVERVIEW. The Merz Aesthetics Xperience Program (the “**Program**”) is sponsored by Merz Pharma Canada Ltd. (“**Merz Aesthetics**” or the “**Sponsor**”). The Program starts on January 1, 2020 at 9:00AM (EST) and ends on June 30, 2020 at 11:59PM (EST) (the “**Program Period**”). The Program is comprised of a rebate payable in the form of a Merz Aesthetics Visa® Prepaid Card on qualifying minimum purchases of select Merz Aesthetics products and is subject to the terms and conditions herein. A \$50 Merz Aesthetics Visa Prepaid Card is provided for the purchase of Xeomin Cosmetic®, Belotero®, or Radiesse®, and a \$100 Merz Aesthetics Visa Prepaid Card is provided for the purchase of an Ultherapy® or Cellfina® treatment. The Merz Aesthetics Visa Prepaid Card is issued by Peoples Trust Company pursuant to a licence from Visa Int. *Trademark of Visa International Service Association and used under licence by Peoples Trust Company.

2. ELIGIBILITY. This rebate offer is contingent on the purchase of Xeomin Cosmetic®, Belotero®, Radiesse®, Cellfina®, or an Ultherapy® treatment from a participating authorized clinic during the Program Period, subject to the following minimum pre-tax purchase requirements: Xeomin Cosmetic® \$300, Belotero® \$400, Radiesse® \$700, Ultherapy® \$1500, Cellfina® one treatment (a “**Qualifying Purchase**”), and is open to legal residents of Canada who are 18 years of age or older at the time of purchase. To be eligible for the rebate you must also have a valid email address, a valid mailing address (no Post Office boxes permitted) and have the capacity to enter into a binding contract. This offer is not transferable and is valid only for the individual whose name is recorded on the service or product receipt. Employees of Merz Pharma Canada Ltd., its parent, subsidiaries, affiliates, advertising and promotional agencies, suppliers, and any other companies engaged in the development, production, or distribution of materials for this Program, and household members of each such person, whether or not related, are not eligible to participate in the Program. Employees of participating clinics, and household members of each such employee, whether or not related, are also not eligible to participate in the Program. The Program is void where prohibited.

3. REBATE SUBMISSIONS. Rebate submissions must be made online no later than **15 days from the date of the Qualifying Purchase** recorded on receipt provided by the clinic where the product was purchased or treatment received. Late submissions will not be accepted. Limit of one (1) submission per participating Merz Aesthetics treatment per sales date. To apply for the rebate, visit www.xperiencemerz.ca and follow the directions to enter in your name and address and upload your receipt. The name of the Merz Aesthetic product purchased or treatment received, the price of the Merz Aesthetic product or treatment purchased, the name of the doctor and/or clinic, the date of product or treatment purchase, and the first and last name of patient must be clearly identified on the submitted invoice, and the pre-tax purchase price must be equal to or greater than the minimum purchase requirement for that product. Sponsor reserves the right to request additional proof of a Qualifying Purchase at its sole discretion and to delay the processing of any rebate submission without notice to you in order to validate compliance with these Terms and Conditions. When a rebate submission is approved by Sponsor, a Merz Aesthetics Visa Prepaid Card will be delivered by first class mail to the address recorded in your rebate submission. **Allow 6 to 8 weeks** for the delivery of your Merz Aesthetics Visa Prepaid Card. Incomplete rebate submissions will delay processing and may be refused by Sponsor at its sole discretion. Keep copies of all documents for your records, as well as a record of the date your rebate request was submitted. All submitted documents will become the property of Sponsor and will not be returned.

4. USE OF THE MERZ AESTHETICS VISA PREPAID CARD. Use your Merz Aesthetics Prepaid Card anywhere Visa cards are accepted worldwide. Merz Aesthetics Visa Prepaid Cards expire six (6) months after the date of issuance, and (i) are not transferable or redeemable for cash or credit under any circumstances, and (ii) cannot be sold, traded, bartered, auctioned through an online auction site or otherwise. Merz Aesthetics Visa Prepaid Cards cannot be reloaded. You are responsible for all federal, provincial, and local taxes (including income and withholding taxes), if any, as well as any other costs or expenses associated with acceptance and use of the Merz Aesthetics Visa Prepaid Card, except for shipping & handling. Sponsor reserves the right to substitute the Merz Aesthetics Visa Prepaid Card with

another card of comparable value for any reason, at its sole discretion. The Merz Aesthetics Visa Prepaid Cards do not have cash access. Use of the Merz Aesthetics Visa Prepaid Card is also subject to the terms and conditions set forth by the issuing bank. Replacement Merz Aesthetics Visa Prepaid Cards may be issued at Sponsor's sole and absolute discretion.

5. PERSONAL INFORMATION. Personal information collected from you will be used by the Sponsor only for the purpose of administering the Program and as specified in the Merz Aesthetics privacy policy, unless you have elected to receive additional information and promotional material from Sponsor or a third party. The Merz Aesthetics privacy policy can be viewed at http://www.merzcanada.com/en/privacy_policy.html.

6. ADDITIONAL TERMS AND CONDITIONS. Sponsor reserves the right, at any time in its sole discretion, to withdraw or terminate the Program, or to alter the Program in any way including amending these Terms and Conditions, without prior notice to you in the event of: (i) any error, technical problem, fraud, or any other cause beyond the reasonable control of Sponsor that interferes with the proper conduct of the Program; and/or (ii) any accident, printing, administrative or other error of any kind. Moreover, Sponsor reserves the right to revise these Terms and Conditions at any time by updating this posting, and by continuing to participate in the Program you are deemed to have agreed to any and all changes to these Terms and Conditions. Your eligibility and entitlement to participate or continue to participate in the Program may be terminated by the Sponsor if you violate these Terms and Conditions or make any misrepresentation or engage in any fraudulent activity in connection with the Program or a rebate submission. Termination of your entitlement to participate or continue to participate in the Program may include forfeiture, confiscation or cancellation of any Merz Aesthetics Visa Prepaid Card delivered to you, as determined by Sponsor in its sole discretion. Sponsor is not responsible for incorrect or inaccurate transcription of information, for problems related to any of the equipment or programming associated with the Program or utilized by you, for any human error, for any interruption, deletion, omission, defect, or line failure of any telephone network or electronic transmission, for problems relating to computer equipment, software, inability to access the website or online service, or for any other technical or non-technical error or malfunction. SPONSOR MAKES NO WARRANTY OF ANY KIND REGARDING THE PROGRAM, WHICH IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. SPONSOR EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR A WARRANTY THAT THE PROGRAM WILL BE ERROR-FREE. SPONSOR FURTHER DISCLAIMS ANY WARRANTY AS TO THE ACCURACY, COMPLETENESS AND TIMELINESS OF ANY CONTENT OR INFORMATION DISTRIBUTED WITH RESPECT TO THE PROGRAM. SPONSOR EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS, INCLUDING IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE. IN ADDITION, SPONSOR AND ITS AUTHORIZED AGENTS MAKE NO REPRESENTATIONS, GUARANTEES OR WARRANTIES OF ANY KIND CONCERNING THE APPEARANCE, SAFETY OR PERFORMANCE OF ANY MERZ AESTHETICS VISA PREPAID CARD OBTAINED THROUGH THE PROGRAM. YOU WILL BEAR ALL RISK OF LOSS OR DAMAGE TO YOUR MERZ AESTHETICS VISA PREPAID CARD ONCE SHIPMENT HAS BEEN INITIATED. SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF IMPLIED WARRANTIES, SO THIS WARRANTY DISCLAIMER MAY BE LIMITED IN ITS APPLICABILITY TO YOU. Sponsor and its related companies, affiliates, agents, suppliers and other companies involved in the development or execution of the Program or the production or distribution of Program materials, including each of their officers, directors and employees (the "**Releasees**") SHALL NOT BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY INJURY, LOSS, CLAIM, DAMAGE, OR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION LOST PROFITS OR LOST SAVINGS), WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED WITH (A) ANY USE OF OR PARTICIPATION IN THE PROGRAM, (B) ANY TREATMENT RECEIVED BY YOU USING A MERZ AESTHETICS PRODUCT, (C) ANY FAILURE OR DELAY BY RELEASEES IN CONNECTION WITH THE PROGRAM (INCLUDING, WITHOUT LIMITATION, THE USE OF, OR INABILITY TO USE, ANY COMPONENT OF THIS PROGRAM); OR (d) THE PERFORMANCE OR NON-PERFORMANCE OF THE PROGRAM BY SPONSOR, EVEN IF RELEASEES HAVE BEEN ADVISED OF THE POSSIBILITY OF

DAMAGES. You agree that these Terms and Conditions shall be governed by and construed in accordance with the laws of the Province of Ontario, without giving effect to any choice of law or conflict of law rules, and consent to the jurisdiction and venue of the courts of the Province of Ontario. In the event of any conflict between these Terms and Conditions and any Program materials, these Terms and Conditions shall prevail. These Terms and Conditions constitute the entire agreement between Program participants and Sponsor pertaining to the subject matter here of. No waiver of any provisions of these Terms and Conditions shall be deemed or shall constitute a waiver of any other provision herein, nor shall any waiver constitute a continuing waiver unless otherwise expressly provided in writing. If any provision of these Terms and Conditions is found to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be severed from the remainder of these Terms and Conditions, which will otherwise remain in full force and effect.

Safety Information:

Cellfina Safety:

Cellfina® is intended for long-term reduction of cellulite. The most common side effects reported were soreness, tenderness, and bruising. Cellfina® is only available through a licensed physician. Speak with your healthcare provider to see if Cellfina is right for you. For full product and safety information, visit Cellfina.ca.

Radiesse Safety:

RADIESSE is indicated for subdermal implantation for the correction of moderate to severe facial wrinkles and folds, such as nasolabial folds. After injection, patients may experience redness, bruising, swelling or other local side effects. Most side effects of treatment resolve within a few days. More rare side effects may include swelling that lasts longer, unevenness or firmness in the area injected, and as with any injection, there may be a risk of infection. Be sure to inform your Healthcare Provider of any known allergies, esp. to sodium hyaluronate and lidocaine hydrochloride (for Lidocaine versions) or to amide-type local anesthetics before treatment. Please see Instructions for Use for full list of warnings and precautions.

Ultherapy Safety:

The non-invasive Ultherapy® procedure is Health Canada licensed to lift skin on the neck, on the eyebrow and under the chin as well as to reduce the appearance of fine lines and wrinkles on the neck and décolletage. The most common side effects reported in clinical trials were redness, swelling, pain, and bruising. Reported adverse events from post-marketing surveillance are available in the Instructions for Use (IFU). Please see the IFU for product and safety information, including a full list of these events.

Belotero Range Safety:

The BELOTERO range of Hyaluronic Acid fillers are injectable resorbable implants indicated to increase the volume of skin tissue for the correction of facial depressions, or remodeling the contours of the face. After injection, patients may experience redness, bruising, swelling or other local side effects. Most side effects of treatment resolve within a few days. As with any injection there may be risk of infection. Be sure to inform your Healthcare Provider of any known allergies, esp. to sodium hyaluronate and lidocaine hydrochloride (for Lidocaine versions) or to amide-type local anesthetics before treatment. Please see Instructions for Use for full list of warnings and precautions.

Xeomin Cosmetic Safety:

XEOMIN COSMETIC – please speak to your Healthcare Practitioner.

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