

Hart Points Program Overview

1. The Hart Points Program is a customer rewards program offered by the Hart Company (together with certain of its subsidiaries and affiliates, such as Hart Home and Maison en Gros) to customers of Hart (the "Stores" or each individually a "Store") Effective May 1, 2019, the following terms and conditions govern the Hart Points Program and replace and take precedence over any previous terms and conditions.
2. We encourage our Members (as defined below) to review the terms and conditions relating to the Program each time they use the Program Website or redeem their Points. Hart Company may, in its sole discretion, terminate all or any part of the Program at any time with Notice.

Hart Points Program Membership

3. To participate in the Program, an individual must be a member of the Program (each, a "Program Member" or "Member"). Program membership is granted in the Hart Company's sole discretion and may be withdrawn or suspended in the Hart Company's sole discretion without liability to the Hart Company. An application for enrolment into the Program may be completed on the Program Website or at any Store. Only one Hart Points Program membership is available per customer.
4. A Program Member must hold a valid Hart Points card (as defined in section 10) and be registered on a valid Account (as defined in section 14). Only an individual consumer may be a Program Member, unless written approval is received in advance from the Hart Company.
5. If the Hart Company determines that a Program Member has abused any of the Program's privileges, fails to comply with any of these terms and conditions, or makes any misrepresentation to the Hart Company, the Hart Company may, in its sole discretion, take such actions as it deems appropriate, including without limitation, suspending such Member's privileges under the Program, revoking any or all of the Hart Points in such Program Member's Account, and/or revoking the Program Member's (including the Primary Member and all Supplementary Cardholders) membership in the Program without liability to the Hart Company.
6. Program Members must advise the Hart Company immediately of any change to their address by calling 514-376-5332. Any Program Member may change their personal information on the Hart Company's website.
7. The Hart Company is not liable or responsible in any manner for any tax consequences which may flow from a Member's participation in the Program. Program Members will be solely responsible for their own tax payments and reporting requirements (including those related to any income tax benefit), if any.

Hart Points Card

8. For new members, once a membership application is approved by the Hart Company, the Hart Points Card and the corresponding Card number are registered by the Hart Company in the name of such Member (such person, the "Primary Member"). At such time, an account is opened in the Primary Member's name ("Hart Points Account" or "Account").
9. The Hart Points membership card (the "Hart Points Card" or the "Card") is the property of the Hart Company and may be revoked at any time by the Hart Company in its sole discretion.
10. The Hart Points Card is not a credit card.

11. Points can be earned by Program Members in connection with purchases made at a Store regardless of method of payment, provided that the Hart Points Card is presented/entered at the time of purchase.
12. Upon presenting/entering a valid Hart Points card while making a purchase, the Points will only be deposited into the Hart Points Account associated with the Primary Member, unless otherwise specifically permitted by the Hart Company.

Hart Points Transferability

13. The Hart Points are not transferable or assignable, except (a) to the beneficiary of a deceased Primary Member, as outlined in section 14, or (b) as specifically authorized by Hart. Program Members may combine Points in their Hart Points Account with those in Hart Points Accounts held by their immediate family members domiciled at the same address. Upon authorization of the transfer, the "transfer to" Hart Points Account Member will become the Primary Member of the combined account and the "transfer from" Hart Points Account will be closed and rendered inactive. Points will not be transferred out of any Hart Point Account that is not in good standing (including under the circumstances outlined in section 5).
14. Hart Points can be inherited through a valid legal will, if Hart is provided with a copy of the death certificate, proof of executor or administrator, and such other documentation, as Hart may reasonably request. The executor or administrator must advise Hart of who the beneficiary of the Points will be and provide the beneficiary's Hart Points Account number (or, if the beneficiary is not already a Primary Member, a new Hart Points Account will be opened for the beneficiary). Hart will not be liable or responsible in any manner for any tax consequences which may flow from the inheritance of Hart Points.

Earning Hart Points

15. The number of Points earned by a Member will depend on the purchased amount

Earning Points at Hart Stores

The points are awarded at the rate of one point per dollar of purchases made in Hart Stores including Hart Home and Maison En Gros Stores (except as regards the exceptions in articles 21 and 22), provided that the Member presents his/her Hart Points card at the point of purchase. All members who meet the conditions of the program are eligible for the Hart points.

General Information

16. Occasionally, through specified promotions, additional Points or other benefits may be awarded to certain Members. For complete Program details, visit the Program Website.

Hart Company may change the basis on which Points are awarded (including number of Points awarded) at any time, with Notice, in Hart's sole discretion, although such change will not affect the value of any Points already earned by Members at the time of such change.

17. In order to earn Points in connection with a purchase made at a Store, the Member must, prior to the sale being completed, present his/her Hart Points Card to the cashier. However, Members who do not have their Hart Points Card with them at the time of purchase can have the Points posted to their Hart Points Account if, within 30 days of the date of purchase, such Member presents the original receipt or order confirmation form at a Store, together with their Hart Points Card, or calls the Hart Points Customer Service at 514-376-5332 and provides their Hart Points Card number as well as the original receipt details.
18. In the case of merchandise refunds, all Points awarded for that purchase will be automatically or manually deducted from the Hart Points Account used for the original purchase (regardless of whether the Hart Points Card is presented at the time of return). Points will be deducted at the same rate as they were earned.

19. Hart Points are typically shown on the receipt issued in respect of a purchase. If Hart Points do not appear on a receipt, Members may inquire about the Points awarded relating to the purchase and/or their Points status in general at any Store or by calling Hart Points Customer Service at 514-376-5332, in each case within 30 days of the purchase date. Information regarding current Points totals are available on the Program Website. Points earned through online purchases (at Hart Website) are usually posted within 24 hours of purchase.
20. All Hart Points totals, as shown on in-Store cash register receipts, will be deemed correct unless otherwise substantiated by the Member with evidence satisfactory to Hart. Discrepancies must be addressed by visiting the Program Website, calling the Hart Points Customer Service at 514-376-5332 or by visiting a Store, in each case within 30 days of the applicable purchase date.
21. Unless clearly specified otherwise, Hart Points will not be issued in connection with the purchase of the following (collectively, "Ineligible Products"): (i) Gift Cards; (ii) Custom measured blinds; (iii) delivery service; (iv) concessions. This list is subject to change at any time.
22. Hart Points will not (unless expressly stated) be issued upon the purchase of Hart Gift Cards but will be issued when these Gift Cards are used, provided that such Member presents their Hart Points Card (or as otherwise outlined in these terms and conditions).
23. Except as specifically provided in these terms and conditions, Hart Points have no cash value and are not exchangeable for cash.

Inactive Accounts

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24. A Hart Points Account is deemed to be inactive if Points are not earned or redeemed in connection with such Account for 12 consecutive months. Once an Account is deemed to be inactive, all Hart Points in such Account may, in the Hart Company sole discretion, be deemed to have been forfeited with Notice to such Member in accordance with any applicable laws and regulations.

Lost, Stolen or Damaged Cards

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25. Program Members must immediately notify the Hart Company if their Hart Points Card is lost or stolen. Once Hart is made aware of a lost or stolen Hart Points Card, it will flag the Hart Points Card as lost or stolen on its system and the Hart Points Account, and the Hart Points card associated with the Account, will be rendered inactive as soon as possible following such notification. The Hart Company may, in its sole discretion, issue a new Hart Points Account number and/or Hart Points card to the applicable Primary Member, provided that such Member provides photo identification (government issued photo identification may be required) to a representative at a Hart Store, or if such Member calls Hart Points Customer Service at 514-376-5332 and provides satisfactory identifying information. All accumulated, unredeemed Hart Points will be transferred to the new Hart Points Account number. Program Members acknowledge that the Hart Company is not responsible for any redemption made occurring while a Program Member's Hart Points card is lost or stolen. In the event that a Primary Member has a damaged Hart Points Card, a replacement Hart Points card may be issued by the Hart Company, in its sole discretion, upon the Primary Member submitting proper identification (government issued photo identification may be required).

Redeeming Hart Points

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26. Hart Points can be redeemed for rebates. When a Member has accumulated enough Hart Points to attain a minimum rebate of 5\$, they may start to redeem their Points.
 27. Hart Points can be exchanged in all Stores for a rebate on a transaction, 5\$ per transaction (250 points used per 5\$ rebate) A Member must accumulate 500 Points in order the exchange for the first time.
 28. In the event of a printing, production or posting error in the Points for the Hart Points Program, The Hart Company will use best efforts to rectify this error as soon as reasonably possible. In no event shall the Hart

Company be under any obligation to honour a redemption request at such inaccurate value.

29. Hart Points which are accumulated on in-store purchases only may be exchanged for rebates on a transaction.

Privacy Notice

30. Hart Company personal information practices in connection with the Program, including the collection, use and/or disclosure of your personal information, are governed by the Hart Company privacy policy, which can be accessed at <https://www.hartstores.com/pages/politique-de-confidentialite-privacy-policy> Please review this privacy policy and print a copy for your records.

Acceptance of Terms and Conditions

31. By submitting a Hart Points application form, each Member or potential Member (i) certifies that he or she is over the age of majority in the province in which he or she resides (or is supervised by a parent or legal guardian who agrees to these terms and conditions), (ii) consents to The Hart Company collection and use of certain personal information, except as he or she may otherwise notify Hart, as set out in the Hart Company privacy policy, and (iii) agrees to the terms and conditions of the Hart Points Program, as they may be amended from time to time.
32. Use of a Program Member's Hart Points Card at any time is deemed to constitute acceptance of the Hart Points Program terms and conditions in effect on the date of such use, either by such Member and any other Member sharing the same Hart Points Account. For greater certainty, use of a Member's Hart Points Card at any time after these terms and conditions are amended is deemed to constitute acceptance of such revised terms and conditions.

Miscellaneous

33. Subject to section 36 to 38 below, the Hart Company may, in its sole discretion, restrict, suspend, amend, extend or otherwise alter the terms and conditions relating to the Program (including earning and redemption rates) at any time with Notice to Members.
34. Except as specifically outlined herein, these terms and conditions represent the only agreement between the Member and Hart Company in connection with the Program and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written. There are no representations, warranties, covenants, conditions or other agreements, express or implied, collateral, statutory or otherwise, including implied warranties or conditions of merchantability or fitness for a particular purpose, between a Member and Hart Company in connection with the Program, except as specifically set forth in these terms and conditions. If any provision in these terms and conditions is determined to be illegal, invalid or unenforceable, that provision will be severed, and the remaining provisions shall remain in full force and effect. These terms and conditions shall be governed by the laws of the Province of Quebec and the laws of Canada applicable therein, and all Members attorn to the jurisdiction of the Province of Quebec. Any proceedings relating to matters regarding the Hart Points Program shall be brought exclusively in the courts of the City of Montreal in the Province of Quebec and orders of such Quebec courts shall be binding on Hart Company and Program Members. Otherwise, all decisions regarding the interpretation of these terms and conditions and the administration of the Hart Points Program, and any disputes arising there from, shall be resolved by the Hart Company in its sole discretion. All such decisions shall be final and binding on all Program Members. In no event shall Hart's liability with respect to the Hart Points Program, including liability for negligence or breach of contract, be greater than the Points accumulated in such Member's Account at the time the dispute arose.

35. Conditions and benefits of Program membership for individuals who are employees or retirees of the Hart Company, its subsidiaries, affiliates and licensees, may differ from those stated herein, and will be communicated by Human Resources or the appropriate division or department of the Hart Company.

Terms Applicable to Québec Consumers

The following terms are applicable to Members who are Québec consumers to whom the Consumer Protection Act (Quebec) applies.

36. Notwithstanding any terms or conditions set out above, the terms in this section are applicable to Members who are Québec consumers to whom the Consumer Protection Act (Quebec) applies. For greater certainty, the terms in sections 37 and 38 do not apply to Members that are not Québec consumers.

37. Hart Company may, in its sole discretion, restrict, suspend, amend, extend or otherwise alter the following terms and conditions (including earning and redemption rates) of the Program at any time with notice to Members as set out below:

- Program Membership
- Hart Points Cards
- Hart Points
- Points Transferability
- Earning Hart Points
- Inactive Accounts
- Lost, Stolen or Damaged Cards
- Redeeming Hart Points
- Privacy Notice
- Acceptance of Terms and Conditions
- Miscellaneous

Amendments to the Program will not have the effect of:

- (i) allowing the expiry of exchange units following a conversion into another form of exchange unit;
- (ii) unilaterally modifying the following elements of the Program to the detriment of the Member:
 - a. the number of exchange units received by the Member;
 - b. the conversion factor used to convert exchange units into another form of exchange unit applicable to the exchange units received by the Member;
- (iii) unilaterally increasing the exchange units required to obtain goods or a service in a disproportionate manner with respect to the increase of the retail value of the goods or service.

38. These terms and conditions shall be governed by the laws of the Province of Québec and the laws of Canada applicable therein.