

CURRY'S POINTS CARD PROGRAM TERMS & CONDITIONS

PROGRAM OVERVIEW

1. The Curry's Points Card program (the "Program") is a loyalty reward program offered by Curry's Art Store Ltd. ("Curry's", "us", "our" or "we") to customers of 'Curry's Artists' Materials', or Curry's Art Store Ltd.

The Program allows persons who have been issued a Curry's Points Card (the "Program Members" or "Members") to collect Curry's points when making eligible purchases in-store and to redeem these points towards purchases in-store. The Program cannot be used on our website www.currys.com.

Any questions or concerns about the Curry's Points Card program that cannot be handled in-store, for whatever reason, can be directed to pr@currys.com.

PARTICIPATION IN THE PROGRAM / TERMS AND CONDITIONS

2. Membership is free and no initial purchase is required in order to become a Member.
3. Only one Curry's Points Card is permitted per person.
4. Use of the Curry's Points Card is deemed acceptance of the terms and conditions of the Program.
5. The Curry's Points Card cannot be used to either collect or redeem points in conjunction with the following: 'Student & Teacher Discount', 'Art Group Discount', Education/School Orders, Commercial Orders, coupons or other special discount promotions. Curry's points cannot be collected on the purchase of Curry's Gift Cards.
6. If you decide to register at the time you are issued a Curry's Point Card, by completing a registration card with your full name and email address, you will receive bonus points on your card. As stated on the registration card, by registering in the Curry's Points Card program you will be agreeing to receive advance email notice of special promotions or notices exclusive to Curry's Points Card members. Email notices sent to members will always include an option to 'opt out' of receiving future emails to Program members.
7. Once you have collected 250 points, you can redeem those points on your next purchase in-store.
8. The Curry's Points Card is non-transferable and is not redeemable for cash or refund. Points cannot be replaced or transferred to another card if your card is lost or stolen.
9. The Curry's Points Card is the property of Curry's Art Store Ltd. The Card may be revoked at any time by Curry's Art Store Ltd. in the event of breach of the Terms and Conditions of the Program by a Member, misuse or abuse of the Program by a Member, fraud, and/or any other actions deemed by Curry's to be contrary to the Program or the interests of its Members.
10. Curry's reserves the right to alter or cancel the program without notice.

COLLECTION OF CURRY'S POINTS

11. To collect Curry's points you must make Eligible Purchases in-store by presenting your personal valid Curry's Points Card before the start of the purchase transaction. Any unauthorized reproduction of the Curry's Points Card may lead to legal prosecution and forfeiture of all Curry's points and membership in the Program.

At Cash, In-store: The Member's Curry's Points Card must be presented to the cashier before the Eligible Purchase transaction has begun.

12. Curry's points will be awarded at the rate of 1 Curry's Point for each dollar spent on Eligible Purchases. Curry's points will be calculated from the net (Eligible Purchase price less discounts) pre-tax total. The total Curry's points awarded will be rounded according to the closest dollar spent (for example, \$11.49 will round down to 11 points, and \$11.50 will round up to 12 points).

13. Curry's may offer special promotions from time to time offering additional Curry's points ("bonus Curry's points") to select Members (those who registered at the time they were issued a Curry's Points Card as per 6.). Such bonus Curry's points, once awarded, shall form part of the Member's Curry's points balance.
14. Curry's points cannot be collected on the purchase of Curry's Gift Cards.
15. 2,500 points is the maximum that Members can collect in a single transaction.
16. Members may inquire about their current Curry's points balance in-store. In the event of a discrepancy, Curry's internal system and records will govern.
17. Curry's standard Store Return Policy applies as seen in-store or online at www.currys.com. In the event of a return or exchange of any Eligible Purchase, Curry's points will be deducted from the Account that was used for the Eligible Purchase. The Member will be reimbursed for the Eligible Purchase price shown on the receipt and in accordance with Curry's Return Policy.
18. All Curry's points totals will be deemed correct unless otherwise substantiated by the Member by bringing forward evidence satisfactory to Curry's. In the case of a discrepancy, our internal system and records govern. Curry's reserves the right to restrict redemption or put a "hold" on Curry's points if we have reasonable belief that fraud has occurred or in the event of a breach or suspected breach of the Terms and Conditions of this Program.
19. Curry's points are not transferable from one Member to another or one Curry's Points Card to another. Upon the death of a Member, any Curry's points collected will be forfeited. Curry's points are not divisible in the case of divorce.

REDEMPTION OF POINTS

20. a) Curry's points may be redeemed for rewards consisting of a predetermined dollar discount reward off a purchase in-store, in accordance with the Curry's points redemption schedule in force on the date when the Curry's points are redeemed by the Member ("Redemption Transaction").

The following is the current redemption schedule provided for illustrative purposes only. See www.currys.com for current redemption schedule.

| Points | 100% |
|---------------|-------------|
| 250 | \$5 |
| 500 | \$10 |
| 750 | \$15 |

A minimum total of 250 Curry's points must be collected before Members can redeem points toward their next in-store purchase.

10,000 points is the maximum that Members can redeem in a single transaction.

Points will not be awarded on the portion of the Redemption Transaction paid for by redemption of Curry's points. In other words, Members cannot collect points on purchases made by redemption of points.

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 products or services. Promotions may vary from Store to Store.

- b) Curry's may, from time to time, offer supplementary programs, rewards, benefits or promotions related to the Curry's Points Card program.
21. In accordance with Federal and Provincial tax legislation, GST, PST, HST and any other applicable taxes are calculated and payable by the Member on the full amount of the purchase price of the item subject to a dollar discount reward during a Redemption Transaction.

22. Curry's points can only be redeemed if the required point redemption level is acquired prior to the Redemption Transaction. A Member may not make more than two redemptions within one day. Only one redemption is available per Redemption Transaction.
23. Redemption Transactions can only be made in-store and at cash only. Curry's points may not be redeemed for online purchases made while in-store.
24. Curry's points may not be collected or redeemed by any person other than the Curry's Points Card Member. A Member must present his/her Curry's Points Card when collecting or redeeming Curry's points.
25. Unfortunately, Curry's points cannot be replaced if a Member's Curry's Points Card is lost or stolen.
26. Curry's will not be liable or responsible in any manner for any tax consequences or any charge imposed by or with the authority of any government, which may flow from any participation in the Curry's Points Card program.
27. From time to time, Curry's may advertise or offer exclusive offers to select Members to redeem Curry's points for items other than a discount reward, or receive other benefits or discounts.
28. Curry's points have no cash value and are not exchangeable for cash or refund. Curry's points cannot be assigned, exchanged, sold, traded, bartered, purchased or given by gift or otherwise sold. Any Curry's points so acquired are void.
29. The accumulation of Curry's points does not entitle the Program Members to any vested rights, and Curry's does not guarantee in any way the continued availability of any reward, redemption level, or any other benefit.

PRIVACY

30. We are committed to protecting your privacy. We will maintain the privacy and security of all personal information collected from Members, including, but not limited to: name, address, email address ("Personal Information").

We collect your Personal Information for the following purposes:

- o To communicate with Members;
- o To provide Members with special offers and rewards from Curry's.

By providing your Personal Information to us, you consent to our use of the information for the purposes specified herein.

31. On occasion Curry's may collect additional personal information from Members on a voluntary basis through questionnaires or other methods. The Curry's Points Card membership status of any Member who does not wish to participate will not be affected.
32. All membership information will be used solely by Curry's and will not be sold or rented to any other organization. Personal Information will not be used or disclosed for purposes other than those for which it was collected, except with your consent or as required by law. Access to this information will be restricted only to authorized personnel of Curry's, its agents or Partners for the purpose of carrying out the Program.

GENERAL INFORMATION

33. The Curry's Points Card program will terminate at 11:59 p.m. on December 31, 2013 (the "Termination Date"). At 12:00 a.m. on the first day following the Termination Date (the "Renewal Date"), the Program will be renewed automatically for successive terms of twelve (12) months following the Renewal Date (the "Renewed Termination Date") and the Member's Curry's points will be maintained unless:

- a) Curry's gives notice in-store and on www.currys.com at least six (6) months in advance of the Termination Date or the Renewed Termination Date, that the Curry's Points program will not be renewed ("Notice of Termination").

OR

- b) The Member communicates to a Curry's store employee at cash in-store that he/she no longer wishes to be a Member.

If Curry's gives a Notice of Termination, it may, in its sole discretion, establish a replacement program.

- 34. If events beyond Curry's control materially affect Curry's ability to operate the Program, the Program may be suspended or terminated without notice.
- 35. Your first time usage of a Curry's Points Card constitutes your agreement to all the Terms and Conditions of the Program.
- 36. Any abuse by a Member of the Program's privileges, any failure by a Member to follow the Program's Terms and Conditions, or any misrepresentation by a Member may subject the Member to expulsion from the Program, including forfeiture of all accumulated Curry's points.
- 37. Every reasonable effort has been made to ensure that the information herein is correct. Curry's is not responsible for any errors or omissions in printed copies of these Terms and Conditions nor those published from time to time on its website.
- 38. Any waiver by Curry's 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 Curry's as a result of any other failure to observe, perform or comply with the Terms and Conditions. No delay or omission by Curry's in exercising any right or remedy hereunder shall operate as waiver thereof or of any other right or remedy.
- 39. These Terms and Conditions shall be governed by the laws of the Province of Ontario and the laws of Canada applicable therein. All Members attorn to the jurisdiction of the Province of Ontario. Curry's has the final authority as to the interpretation of these Terms and Conditions and as to any other questions or disputes regarding the Program.
- 40. In the event that any provision in these Terms and Conditions is determined to be invalid, illegal, or unenforceable, such determination shall not affect the validity and enforceability of any other remaining provisions of these Terms and Conditions.

Any questions or concerns about the Curry's Points Card program that cannot be handled in-store, for whatever reason, can be directed to pr@currys.com.