# Terms & Conditions

**Last updated:** [insert date, once these T&CS are posted on the website]

The VISIONARY INSIDERS program (the “**Program**”) is a volume discount program sponsored by HOYA Lens Canada, Inc. (“**Hoya Canada**”), pursuant to which Eligible Practices (as defined below) can receive discounts from Hoya Canada that are based on the volume of purchases made by an Eligible Practice (as defined below) on qualifying Hoya Canada products (“**Volume Discounts**”). The Program is offered at the sole discretion of Hoya Canada and is subject to: (i) these terms and conditions of participation (the "**Terms and Conditions**"), as modified from time to time; (ii) the Program website ([www.visionaryInsiders.com](http://www.visionaryInsiders.com)) (the "**Website**") and its terms of use (the “**Website Terms**”), available at <https://www.hoyavision.com/en-ca/settings/term-of-use/>; (iii) the Website privacy policy (the “**Privacy Policy**”), available at <https://www.hoyavision.com/en-ca/settings/privacy-policy/>; and iv) any other applicable terms that may be communicated to you in connection with the Program (including without limitation on the Website, in your Account (defined below) or other means as determined by Hoya Canada in its sole discretion), the “**Additional Terms**”). The Program Terms, Website Terms, Privacy Policy, Specific Offer Terms and Additional Terms are collectively the “**Terms**”. Please read the Terms carefully before participating in the Program. If you do not agree to the Terms, you must not participate in the Program.

**PLEASE NOTE THAT THESE TERMS CONTAIN A BINDING ARBITRATION CLAUSE, CLASS ACTION WAIVER, AND OTHER CLAUSES, WHICH GOVERN THE RESOLUTION OF DISPUTES BETWEEN US AND YOU AND LIMIT OUR LIABILITY TO YOU, EXCEPT WHERE PROHIBITED BY APPLICABLE LAW. SEE SECTIONS 7 AND 8 FOR MORE INFORMATION**

By accessing or participating in the Program, you: (i) agree to be legally bound by (and to abide by) the Terms, as modified from time to time; and, (ii) warrant and represent that you have read the Terms, consent to, and agree to be legally bound by, all Hoya Canada’s decisions and interpretations in respect of the Terms (which are final and binding in all matters related to the Program), meet all eligibility requirements to participate in the Program as set out below, and that you will comply with all applicable laws in the course of accessing or participating in the Program.

## Membership & Eligibility

The Program is a rewards program offered by Hoya Canada to Eligible Practices (defined below). To be eligible, you must be a professional eye care practice located in Canada (an “**Eligible Practice**”). The Program is not open to individuals or natural persons (unless the participant is operating as a business and participates in the Program solely for his/her business), on-business consumers, or to any individual/natural person acting for personal, family or household, purposes. The Program is not open to consumers (including, without limitation, a “consumer” as such term is respectively defined and used in the Quebec *Consumer Protection Act* and the Ontario *Consumer Protection Act, 2002*) who purchases eligible products. Eligible Practices are eligible to receive Volume Discounts on Hoya-branded products starting on the first calendar day after confirmation by the Eligible Practice of its acceptance of these Terms and Conditions. Eligible Practices will be solely responsible for the full cost of qualifying products upon ordering. To be considered enrolled in the current Program, each Eligible Practice must formally accept the Terms each year of the Program. The Program runs annually, following the calendar year, January 1 to December 31. Terms must be agreed to by March 31 to maintain eligibility.

Upon submitting all required registration information, you will be registered for an Account. You can update your Account information and saved preferences by logging into your Account and visiting your Account on the Website.

Membership in the Program is limited to one (1) Account per business location. Any Points (defined below) earned through the use of more than one Account will not be redeemable, transferred to or merged with another Account. Information about your Account activity is available on your Account. Participation in the Program is voluntary, and you have the option to opt out at any time. To opt out please reach out to us via Contact Us (visionaryinsoders@hoya.com) to let us know you would like to be removed.

In the event of a dispute over the authorized holder of a Program Account, the holder of the Eligible Practice that is enrolled in the Program (the “**Program Member**”) is determined by the authorized holder of the email address submitted at the time of Program enrollment, where the authorized holder is the natural person who is assigned to an email address by an Internet access provider, online service provider, or organization (e.g., business, educational institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address.

## Earning & Redeeming Loyalty Points

### Program Points

The Program allows Account holders in compliance with these Terms to earn Program points (“**Points**”) in connection with the purchase of qualifying products or services, as set out below. Subject to compliance with the Terms, Points can be redeemed for volume discounts on qualifying Hoya Canada products made available by the Program from time to time (“**Rewards**”), once you have enough Points in your Account for that specific Reward, determined at Hoya Canada’s sole and absolute discretion. Redeeming Points, tracking your Program activity (including your current Points balance and Points activity), and reviewing available Rewards and applicable Points redemption requirements is done through your Account at www.visionaryinsiders.com. You must be logged into your Account to navigate these functions. All Points earned under your Account will typically become available in your Account within five business days but may take longer for some promotions (please note that processing and administration times may vary).

Points themselves have no cash value, are not transferable or assignable for any reason, and can only be redeemed for Rewards as set forth in these Terms. Points are not property nor currency and you have no vested right or interest in and to Points.

### Qualifying Purchase

Upon completing a Qualifying Purchase (defined below), as determined by Hoya Canada in its sole and absolute discretion, you will be eligible to earn the corresponding number of Points based on the value of the Qualifying Purchase.

A "**Qualifying Purchase**" is a purchase of any qualifying products or services, a list of which can be found ([www.hoyavisionhub.com](http://www.hoyavisionhub.com)) (and as may be updated from time to time), in accordance with these Program Terms under the business name and your Account, determined at Hoya Canada’s discretion based on Transactional Information (defined below) received by Hoya Canada. “**Transactional Information**” is defined to mean the following transactional information regarding the purchase of a qualifying products or services under a Purchasing Account Number: product purchased, date, value, and quantity. For greater certainty and the avoidance of any doubt, all Transactional Information must be received by Hoya via any approved online ordering platform, fax, email, or phone. Hoya Canada is not responsible for, and each participant in the Program hereby agrees to fully release and hold harmless the Releasees (defined below) from and against any and all claims, damages, liabilities, costs, and expenses arising from, any incorrect, lost, misdirected, delayed, incomplete or incompatible Transactional Information.

PURCHASES OF THE FOLLOWING ITEMS ARE NOT QUALIFYING PURCHASES: PURCHASES ON INVOICES UNDER $25, RETURNS, SALES TAX, FEES, SHIPPING CHARGES, DELIVERY CHARGES AND OTHER EXCLUDED PRODUCTS, SERVICE OR CHARGES, SPECIFIED BY HOYA CANADA FROM TIME TO TIME. For certainty, the value of a Qualifying Purchase shall be based on the total value of the qualifying products or services purchased, in Canadian dollars, before sales tax, after applicable discounts or other promotional incentives, and excluding any applicable fees, shipping charges, delivery charges, or other excluded charges determined at Hoya Canada’s sole and absolute discretion. Any product or service obtained for free does not qualify as a Qualifying Purchase. Any invoices for product or service that are less than $25 do not qualify as a Qualifying Purchase. If a portion of a Qualifying Purchase order was cancelled and you were not charged for the cancelled portion or a portion of a Qualifying Purchase order was returned and you were refunded for the returned portion of the Qualifying Purchase order, any Points associated with the cancelled/returned portion will not be credited to your Account. If Points earned from a Qualifying Purchase have been posted to your Account, and the applicable qualifying products or services purchased as part of the Qualifying Purchase are subsequently returned, then such Points earned for the returned product will be deducted from your Account.

### Promotional Offers

From time to time, special promotional events and other personalized offers may be made available to you, allowing you to earn or redeem Points in additional or different ways, such as Point multipliers, bonus Points, or other promotional offers on certain products, services, days, or portions of any day, that change the thresholds at which Points may be redeemed or that award additional Points (the “**Promotional Offers**”), all as determined by Hoya Canada in its sole and absolute discretion. Hoya Canada may make such Promotional Offers to all Program participants, or any subset of them, in its sole and absolute discretion. Hoya Canada may communicate issuance of these Promotional Offers via the Website, Account, and/or other means available to us. The Terms shall apply to such Promotional Offers, along with any additional terms and conditions that accompany the Promotional Offer (the “**Specific Offer Terms**”), unless you are notified otherwise. Promotional Offers are subject to change at any time without notice, all as determined by Hoya Canada in its sole and absolute discretion.

### Point Redemption

Once you have sufficient Points in your Account for an applicable Reward, a redemption is electronically deposited into your business bank account. A list of available Rewards and the amount of Points necessary to redeem them may be found on the Account at [www.visionaryinsiders.com](http://www.visionaryinsiders.com) or on the detail page of the Reward. Points cannot be combined with cash (except as may be expressly authorized by Hoya Canada at the time of redemption), Points from another Account, or with another Eligible Member's Points to obtain a Reward. Points will only be redeemable for a Reward by the Eligible Member to whom the Points are issued and may only be redeemed at [www.visionaryinsiders.com](http://www.visionaryinsiders.com). Once Points are used for a Reward redemption, they cannot be re-used or re-issued. Without limiting the Reward limits and thresholds set out below, Hoya Canada reserves the right, in its sole and absolute discretion and at any time, to limit the quantities of Rewards redeemed by a single Eligible Member in a given time period.

**POINTS REDEMPTION AND REWARDS**

All Points redemptions are final. After an Eligible Member has submitted a Points redemption through their Account, that redemption may not be cancelled or revoked, and Hoya Canada will not return any Points redeemed by the Eligible Member (except as specifically set out in the Terms). Program Points will be deducted at time of redemption through their Account. Once Points have been redeemed for a Reward, it is considered a final transaction and the Reward cannot be returned or exchanged for Points. Rewards are non-transferable and cannot be returned for a refund, credit, or other form of compensation. Rewards are subject to change, alteration, substitution, or termination by Hoya Canada in its sole discretion at any time without notice. Hoya Canada makes no representation (including without limitation any kind of warranty or guarantee) of any kind regarding the availability and future availability of any particular Rewards. To be eligible to redeem Points and receive a Reward, you must be in compliance with all Terms.

Points will be redeemed based on the date the Points were earned – the oldest Points earned by an Eligible Member will be the first Points redeemed.

### Point Expiration

To the fullest extent permitted by law, any applicable discounts earned in a program year expire annually on January 31 of the following year (the “**Expiry Date**”) and cannot be recovered without exception.

Notwithstanding the foregoing, if the Website is inaccessible on the Expiry Date such that you cannot redeem your Points before they expire, then Hoya Canada may, in its sole and absolute discretion and on the basis of evidence of the Website inaccessibility that you have provided to Hoya Canada (e.g., a screenshot that demonstrates the Website was inaccessible on the Expiry Date), extend the time for which you may redeem your Points.

If you have questions regarding your Account activity, check your Account. If you feel Points have been expired in error, please contact your Hoya Territory Manager or email visonaryinsiders@hoya.com.

In addition, Points will automatically expire if your Account is revoked or otherwise cancelled for the reasons detailed in the Terms.

### Violation of the Terms

Any abuse or attempted abuse by an Program Member of the Program’s privileges, or the letter and spirit of the Terms, any failure by an Program Member to follow these Terms, or any misrepresentation by an Program Member may subject Program Member to expulsion from the Program, including their Account being suspended, revoked or otherwise cancelled and forfeiture of all Points, all as determined by Hoya Canada in its sole and absolute discretion. Without limiting the foregoing, any Qualifying Purchases which are returned, exchanged or otherwise cancelled will not qualify for the purposes of the Program and any Points awarded in respect of such purchases will be void and removed from the applicable Account.

Hoya Canada reserves the right to determine the amount of Points credited to any Account based on its internal records related to the Account. Hoya Canada reserves the right to invalidate any purchases or activities associated with an Account if it determines, in its sole discretion, that such purchases were improperly credited to such Account, obtained fraudulently or in violation of the Terms.

Points are not valid unless earned in strict compliance with the requirements established and intended by the Program and all applicable Terms, determined at Hoya Canada’s sole discretion, and Program Members shall not attempt to earn Points by any means (including without limitation, by using any script, bot, data mine or other automated means) that only simulates applicable requirements, or by any fraudulent activity such as claiming false purchases.

Points are null and void and will be rejected, and removed from an Account, if such Points were not obtained in accordance with the letter and spirit of the Terms determined at Hoya Canada’s sole discretion. No Point receipt or redemption will be valid if such receipt or redemption is associated with any Point deemed void for any reason at Hoya Canada’s sole discretion, including without limitation, if: (a) the Point is not verified or recognized as being validly issued by Hoya Canada; (b) the Point is determined to have been previously entered and used; (c) the Point was obtained in a manner deemed by Hoya Canada to be fraudulent or otherwise invalid; or (d) Point is otherwise void.

## Communications and Data

By accessing and otherwise participating in the Program, you agree that Hoya Canada may collect, use and disclose your personal information to administer and fulfill the Program, including without limitation provide and manage products and services you request under the Program, periodically communicate with you about the Program (including without limitation, by sending you emails related to your membership in the Program, such as emails informing you that you have enough Points to redeem a rewards voucher or code) and otherwise use your personal information with your consent or at your direction, and as set out in our Privacy Policy. If you do not want to receive these emails you will have the option to unsubscribe from them.

These Program Terms do not limit any other consent(s) that you may provide Hoya Canada or others in relation to the collection, use and/or disclosure of information, or alter in any way the terms or conditions of any other agreement you may have with Hoya Canada for other products or services.

## General Conditions

The decisions of Hoya Canada with respect to all aspects of this Program are final and binding on all participants without right of appeal, including, without limitation, any decisions regarding the eligibility/disqualification of participants, purchases, and/or Point or Reward earning or redemption.

The Terms constitute the entire agreement between participants and Hoya Canada regarding all aspects of the Program, and supersede all previous versions. These Terms take effect immediately upon acceptance and supersede any and all terms, conditions, or rules previously discussed or in effect. In the event of a discrepancy between these Terms and any other material, these Terms shall apply. These Terms will supplement the standard terms and conditions that appear in the Customer Information Request.

Any waiver by Hoya Canada of the strict observance, performance or compliance by a participant with any provision of the Terms, 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 Hoya Canada as a result of any other failure to observe, perform or comply with the provisions of the Terms. No delay or omission by Hoya Canada in exercising any right or remedy hereunder shall operate as waiver thereof or of any other right or remedy.

By participating in the Program, you agree to release Hoya Canada, and each of its parent companies, subsidiaries, affiliates, and suppliers and any other third party that may from time to time participate in the administration or operation of the Program, and each of their respective officers, directors, agents, representatives, employees, successors and assigns (collectively, the "**Releasees**") from any loss, liability, claim, demand, damage or expense asserted by any entity relating in any way to the Program, your participation therein and/or the use/misuse of any Points or Rewards. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ALL ASPECTS OF THE PROGRAM ARE PROVIDED "AS IS" AND “AS AVAILABLE”, WITHOUT ANY CONDITION, REPRESENTATION OR WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

In the event that any provision in the Terms is determined to be invalid, illegal, or unenforceable, such determination shall not affect the validity and enforceability of any other remaining provisions of the Terms.

The Terms and any claim or dispute arising out of, relating to or in connection with the Terms or the Program contemplated hereby, whether in contract, tort or otherwise, shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

You are responsible for and agree to file all required forms and returns, and to pay any federal, provincial, and/or local taxes associated with any Rewards you may receive through your participation in the Program.

It is understood that your participation in the Program shall not under any circumstances be construed by you or any eye care professionals at the Eligible Practice to restrict the purchase of ophthalmic lens products to only products purchased from Hoya. For greater clarity, you understand that you are free to purchase ophthalmic lens products from any supplier and to insist that your eye care professionals use the most clinically appropriate product in any individual case.

Nothing herein is intended or shall be construed in any manner as an obligation or inducement to prescribe, supply, administer, recommend, buy or sell any product manufactured or distributed by Hoya or to interfere with an eye care professional’s judgment or decision-making. All clinical decisions shall be the sole responsibility of the treating eye care professional. Eye care professionals shall have complete authority, responsibility, supervision, and control over all diagnoses, treatments, procedures, and services provided to the eye care professional’s patients.

You are responsible for complying with all laws, by-laws, regulations, and ethical and professional codes of conduct applicable to the Eligible Practice and your eye care professionals in relation to this Program.

## Changes, Termination and/or Removal from the Program

Only if required by applicable law (a “**Prescribed Notice of Amendment**”) or at Hoya Canada’s sole discretion, Hoya Canada will provide written notice of a proposed amendment to these Terms. A Prescribed Notice of Amendment will be provided at least thirty (30) days (or such other period as may be required by applicable law) before the amendment comes into effect, using the Website, your Account (including without limitation via your email) and/or via any other means and/or any other contact information the Hoya Canada has for you, in the Hoya Canada’s sole discretion. Pursuant to a Prescribed Notice of Amendment, if you do not agree with the applicable amendment, you may terminate your participation in the Program at any time in the thirty (30) day period (or such other period as may be required by applicable law) prior to such amendment coming into effect, or, if required by applicable law and such amendment increases your obligations or decreases Hoya Canada’s obligations under these Terms, you may terminate your participation in the Program, at no cost or penalty, no later than thirty (30) days after the amendment comes into effect by sending Hoya Canada a notice to that effect.

Please review the Terms frequently to understand the terms and conditions that apply to your access to, and participation in, the Program. Subject only to a Prescribed Notice of Amendment requirement (if applicable), Hoya Canada reserves the right to change, amend, modify, suspend or terminate this Program in whole or in part, including all or any part of these Terms and any other information relating to the Program, at any time and without notice in our sole and absolute discretion. In the event the Program is terminated, the Program Terms will also be terminated and your Points shall expire concurrently with the termination of the Program – provided that the Sponsor may, in its sole discretion and without any obligation to do so, extend the Points expiry date beyond the termination of the Program.

Subject only to the requirements of a Prescribed Notice of Amendment, in the event the Program or the Terms are changed, amended, modified, suspended or terminated, any such change, amendment, modification, suspension or termination will be posted on the Website and effective immediately upon posting. Excluding only a Prescribed Notice of Amendment, you waive any right you may have to receive any other type of notice. Your continued access and participation in the Program following such change, amendment, modification, suspension, termination or notice, as applicable, will constitute your express consent to, full acceptance of, and agreement to be legally bound by, the change, amendment, modification, suspension or termination to these Terms or any other aspect of the Program.

All inquiries pertaining to the Program must be directed to your Hoya Territory Manager or visionaryinsiders@hoya.com.

If you breach any provision of the Terms (as determined by Hoya Canada in its sole and absolute discretion), then you may no longer access or participate in the Program, the services, or any component thereof. If these Program Terms or your permission to use the Program is terminated by us for any reason, the agreement formed by your acceptance of the Terms will nevertheless continue to apply and be binding upon you in respect of your prior use of the Program and anything relating to or arising from such use. If you are dissatisfied with the Program, the services, or any component thereof, then your sole and exclusive remedy is to discontinue using them.

## Limitation of Liability

By accessing, enrolling and/or otherwise participating in the Program in any way, you agree to be legally bound by the Terms and all other terms applicable to your participation in the Program while accessing or otherwise using of our Website, including but not limited to provisions in the Website Terms related to limitations of liability.

If, for any reason, the Program is not capable of running as planned, or the integrity and/or feasibility of the Program is severely undermined by any event beyond the control of the Program, including but not limited to fire, flood, epidemic, pandemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, war (declared or undeclared), terrorist threat or activity, or any federal, state or local government law, order, or regulation, order of any court or jurisdiction, infection by computer virus, unauthorized intervention, technical failures or other cause not reasonably within the control of Hoya Canada (each a “**Force Majeure**” event or occurrence), Hoya Canada reserves the right, at its sole and absolute discretion, to abbreviate, cancel, terminate, modify, or suspend the Program and/or proceed with the Program.

Without limiting the foregoing, and to the fullest extent permitted by applicable law, everything regarding this Program, including the Points and Rewards, is provided “as is” without warranty of any kind, either express or implied, including but not limited to, the implied warranties of merchantability, fitness for a particular purpose or non-infringement.

## Disputes

If a dispute should arise between you and Hoya Canada in connection with the Program or the Terms, to the maximum extent permitted by applicable law you must first send Hoya Canada an email at [visionaryinsiders@hoya.com](mailto:visionaryinsiders@hoya.com) or reach out to your Hoya Territory Manager. Please include screenshots or videos that contain enough information for us to attempt to resolve the dispute directly with you. Without limiting the generality of the foregoing, your message must include(a) your name and the business name associated with the applicable Account; (b) the email address associated with the Account; and (c) a written description of the problem, and supporting information; and (d) a statement of the resolution you are seeking.

If the dispute cannot be resolved directly between you and our Customer Care team, these Program Terms describe how we shall proceed with the resolution of the dispute.

To the maximum extent permitted by applicable law, you and Hoya Canada agree that all disputes pertaining to the Program or the Terms will be resolved through binding arbitration. You and Program also agree that disputes will be arbitrated only on an individual basis and will not be joined or consolidated with any other arbitrations or other proceedings that involve any claim or controversy of any other party. YOU AGREE THAT YOU MAY BRING CLAIMS AGAINST HOYA CANADA ONLY IN YOUR INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.

## Additional Terms

From time to time Hoya Canada may restrict redemption of Points (“**Blackout Period(s)**”). If required by applicable law, these Blackout Periods will be communicated to you via your Account or other means as determined by Hoya Canada in its sole discretion.

If it is discovered by Hoya Canada (using any evidence or other information made available to or otherwise discovered by Hoya Canada) that you have attempted to: (i) exceed any of the limits stated in the Terms; and/or (ii) use multiple names, identities, email addresses and/or any automated, macro, script, robotic or other system(s) or program(s) to register for or otherwise participate in, or to disrupt, this Program, then you may be disqualified from the Program and/or your Rewards, Points, Account and any other aspect of the Program made available to you may be suspended, revoked, nullified and/or voided, all in the sole and absolute discretion of Hoya Canada. You and your Purchasing Account Number(s), Qualifying Purchases, Promotional Offers, Transactional Information, Rewards, Points, Account and any other information or activities associated with this Program (collectively, “Program-related Information”) are subject to verification at any time and for any reason. Hoya Canada reserves the right, in its sole and absolute discretion, to require any type of proof or other type of additional information (including without limitation proof of identity, eligibility and/or compliance with these Terms in a form acceptable to Hoya Canada – including, without limitation, government issued photo identification): (i) for the purposes of verifying your eligibility to participate in this Program; (ii) for the purposes of verifying the eligibility and/or legitimacy of any Program-related Information that has been used or submitted in connection with this Program; and/or (iii) for any other reason Hoya Canada deems necessary, in its sole and absolute discretion, for the purposes of administering this Program in accordance with the letter and spirit of these Terms. If Hoya Canada deems you are not complying with the letter and spirit of these Terms, or you fail to provide such proof to the complete satisfaction of Hoya Canada within the timeline specified by Hoya Canada, then you may be disqualified from the Program (and your Rewards, Points, Account and any other aspect of the Program made available to you may be revoked, nullified and voided) in the sole and absolute discretion of Hoya Canada. The sole determinant of the time for the purposes of this Program will be Hoya Canada’s server machine(s). Hoya Canada may, in its sole discretion, suspend, cancel or combine Accounts that appear to be duplicative.

All Program-related Information is and remains the sole and exclusive property of Hoya Canada. The decisions of Hoya Canada with respect to all aspects of this Program are final and binding on all participants without right of appeal, including, without limitation, any decisions regarding the eligibility or disqualification of Qualifying Purchases, Transactional Information, Points, Rewards, or participants. ANY PARTICIPANT DEEMED BY HOYA CANADA TO BE IN VIOLATION OF THE TERMS FOR ANY REASON IS SUBJECT TO DISQUALIFICATION IN THE SOLE AND ABSOLUTE DISCRETION OF Hoya Canada AT ANY TIME. To the maximum extent permitted by applicable law, by participating in the Program, you hereby: (i) release the Releasees from any loss, liability, claim, demand, damage or expense that arises in connection with your participation in the Program (including without limitation with any use or misuse of Program-related Information); and (ii) agree to indemnify, defend and hold harmless the Releasees from any loss, liability, claim, demand, damage or expense asserted by any entity or person relating in any way to your breach of any of the Terms. Without limiting the generality of the foregoing, the Releasees are not responsible for: (a) late, lost, misdirected, delayed, incomplete or incompatible Program-related Information (all of which are void); (b) any failure of an Account, the Website or any other Program-related software, hardware or other type of system; (c) any technical malfunction or other problems of any nature whatsoever, including, without limitation, those relating to the telephone network or lines, computer on-line systems, servers, access providers, computer equipment or software; (d) any injury or damage to participant’s or any other person’s computer, mobile device, tablet or other device related to or resulting from participating in the Program; and/or (e) any combination of the above.

In the event of any discrepancy or inconsistency between the English Terms and disclosures or other statements contained in any Program-related materials, including, but not limited to: the Website, Account or the French version of these Terms, and/or point of sale, television, print or online advertising; the terms and conditions of these English Terms shall prevail, govern and control to the fullest extent permitted by law.