

## ALLERGAN AESTHETICS BRILLIANT DISTINCTIONS® MEMBER PORTAL

### Website Use and Program Participation Terms and Conditions

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*PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS WEBSITE, REGISTERING FOR AND/OR PARTICIPATING IN, THIS PROGRAM.*

By using this website and/or associated mobile application; registering for; and/or participating in the BRILLIANT DISTINCTIONS program (the "Program"), you agree to the terms and conditions provided below, including any amendments thereto and with any additional terms and conditions, rules, policies, and all applicable laws and regulations, including the laws and regulations governing copyrights and trademarks that may be applicable to particular offerings made in connection with the Program (collectively, the "Terms and Conditions"). If you do not agree to these terms and conditions, please do not use this website and/or associated mobile application, and please do not register to participate in the Program. Your failure to follow the Program's rules, including these Terms and Conditions, whether listed below or in supplemental notices posted at various points in the Program, may result in termination of your access to and membership in the Program and all Program points you have accrued, without notice, in addition to our other remedies. These Terms and Conditions shall supersede all previous loyalty program rules and/or terms and conditions. We reserve the right to change, modify, add, or remove portions of these terms and conditions at any time, and without notice. You should review these terms and conditions each time you access this portal. BY ACCESSING THE PROGRAM, YOU ACCEPT, WITHOUT LIMITATION OR QUALIFICATION, ALL OF THE CONSUMER TERMS AND CONDITIONS HEREIN.

#### The BRILLIANT DISTINCTIONS Member Portal

The BRILLIANT DISTINCTIONS Member Portal is hosted by the Health Loyalty division of PharmaCommunications Group Inc. ("Health Loyalty"), and is made available to you by Allergan Inc. ("Allergan", "Allergan Aesthetics", "we", "us," or "our") in order to enable your ("you", "your", "consumer", "member", or "user") participation in the Program.

#### The BRILLIANT DISTINCTIONS Program

The Program is owned and operated by Allergan. It is an online, points-based program where registered users may accrue points by receiving Applicable Treatments and may then redeem those points for certain benefits ("Benefits") provided by us.

#### Applicable Treatments

The term "Applicable Treatments" used in this document describes eligible treatments that are a part of the Program. These include BOTOX COSMETIC® (onabotulinumtoxinA for injection); JUVÉDERM® (JUVÉDERM® ULTRA™ XC, JUVÉDERM® ULTRA PLUS™ XC, JUVÉDERM® VOLUMA® with Lidocaine, JUVÉDERM® VOLBELLA® with Lidocaine, JUVÉDERM® VOLIFT® with Lidocaine, JUVÉDERM® VOLITE®, JUVÉDERM® VOLUX®; LATISSE® (Bimatoprost Topical Solution 0.03% w/v)); BELKYRA® deoxycholic acid injection, CoolSculpting®, and/or SkinMedica®. Please note that SkinMedica® trial format products are not eligible for Benefits.

In order to be eligible for points under the Program, an Applicable Treatment must be purchased from a health care practitioner who is licensed in the jurisdiction where the treatment is performed, and who is authorized to perform such a treatment in that jurisdiction.

All Applicable Treatments must have been purchased in Canada and must have occurred on or after April 1, 2021.

### [Program Eligibility](#)

To be eligible to register for this Program, you must be a legal resident of Canada and have attained the age of majority in your Province of residence. Employees of Allergan and/or affiliate companies, and those covered under the Allergan Canada and/or affiliate employee treatment program are not eligible to participate in this Program. Only one (1) Consumer account is permitted per person. If you attempt to obtain more than one Consumer account, we may terminate your registration, and all earned Program points may be forfeited. This Program is void where prohibited by law.

### [Application of the Program for Residents Living in Quebec](#)

The Program is unavailable in Québec, although residents living in Québec can earn and redeem points at clinics outside of Québec.

### [Medical Advice](#)

No information contained on this site is provided with the intention of providing medical advice or instructions on the accurate use of our products. We cannot answer unsolicited emails requesting personal medical advice; you should always consult a healthcare professional. You should always consult a healthcare professional prior to making any decisions or undertaking any actions or not undertaking any actions related to any products, healthcare problem or issue you might have at any time, now or in the future.

### [No Affiliation or Facilitation by or with Clinic and/or Healthcare Professional](#)

The Program is offered solely by Allergan, and is in no way affiliated or associated with, or authorized, endorsed or facilitated by, any clinics or health care practitioners that offer the Applicable Treatments. Clinics and health care practitioners are not involved in the Program in any way, and do not receive any benefits from Allergan in association with the Program. Clinics and health care practitioners are under no obligation to assist you in association with any element of the Program (including, but not limited to, by providing Program information, confirming eligibility of treatments, or providing receipts containing the information required to be eligible for redemption) and all inquiries regarding the Program should be directed to Allergan.

### [Program Registration](#)

In consideration of your participation in the Program, you agree to provide true, accurate, and current information about yourself, and to update that personal information promptly, and as required in order to keep it true, accurate, and complete. If you provide false or incorrect information, or if we have reasonable grounds to suspect that your information is false or incorrect, we reserve the right to terminate your participation in the Program and to refuse any and all current or future use of the Program (or any portion thereof) by you, including any Benefits accrued. Also, you may only register for this Program once. If you attempt to obtain more than one Program account, we may also terminate your participation in this Program.

### Account Security

Your access to this site is by User ID and Password. You agree to maintain the confidentiality of your login information, and to accept full responsibility for all activities that occur under those login credentials or account, or any other breach of security, and to log out at the end of each session. We will not be liable for any loss or damage arising from your failure to comply with these conditions. If for any reason your account is terminated by either you or by us, all of your Program points accrued will be forfeited.

### Privacy Policy and Use of Your Information

The information that you provide in connection with the Program may be used for Allergan's business, marketing, and research purposes and to send you information about the Program and other Allergan products and services in accordance with Allergan's Privacy Policy, which can be viewed on our [Privacy Policy](#) - and shall form part of these Terms and Conditions. Your participation in the Program indicates your consent to the collection and use of your Personal Data as set forth in the Privacy Statement. By participating in the Program, you agree that we may collect and use your personal information that you provide us in accordance our [Privacy Policy](#), Allergan [Terms of Use](#), and these Terms and Conditions, including any amendments thereto and with any additional terms and conditions, rules, policies, and all applicable laws and regulations, including the laws and regulations governing copyrights and trademarks that may be applicable to particular offerings made in connection with the Program.

### Electronic Communications

During the registration process for this Program, you may opt-in to receive personalized emails and/or SMS text messages with promotional offers from Allergan and/or its partners or as otherwise specified by Allergan via electronic mail or physical mail. Should you change your mind thereafter, you may unsubscribe from the promotional messages by clicking on the unsubscribe link, or by texting "STOP" as the case may be. You may also do so by contacting our customer service team, or by updating your profile on the BRILLIANT DISTINCTIONS Member Portal. Please note that if you [do not opt-in] unsubscribe to receive promotional messages, you will still receive transactional communications from us regarding your account, such as points accumulated or redeemed; treatments approved or denied; e-transfer messages; password resets; Program amendments, etc.

### Earning Program Points

To earn and accumulate points, you must receive an Applicable Treatment from a licensed health care practitioner, which must be in alignment with approved dosage and administration parameters of each qualifying product, and you must spend a minimum of \$200.00 (CAD), before tax (Minimum Spend Requirement). Please note, there is no Minimum Spend Requirement to earn and accumulate points for LATISSE® or SkinMedica® purchases and Applicable Treatments related to thereto.

Members can only redeem points for themselves, and not for others. As an example: if a member buys LATISSE® and/or SkinMedica® for a friend, family member, or otherwise, the purchasing member can only submit a receipt for themselves.

You must upload a valid receipt for an Applicable Treatment to confirm your purchase. This receipt will be verified by Program administrators, and once validated, will result in the Benefit of a prescribed number of points that will be credited to your account, according to the grid below:

Product	Treatment	Points	Earnings Caps
<b>BOTOX COSMETIC®</b>	Per indicated treatment area	100 Points	Maximum 4 treatment submissions per rolling year.
<b>JUVEDERM®</b>	Per indicated treatment area	200 Points	Maximum 4 treatment submissions per rolling year.
<b>CoolSculpting®</b>	Total Spend	100 Points per \$300 spent.	\$10,000 (pre-tax) max total per receipt. Maximum spend \$10,000 (pre-tax) per rolling year.
<b>SkinMedica®</b>	Total Spend	100 Points per \$300 spent.	\$2,500 (pre-tax) max total per receipt. Maximum spend is \$5,000 (pre-tax) per rolling year.  No Minimum Spend Requirement to earn and accumulate Points for SkinMedica® purchases.
<b>LATISSE®</b>	3ml kit	100 Points per kit. Points are multiplied by number of kits.	Maximum 3 kits per rolling year of either kit size (3ml or 5ml).
	5ml kit	150 Points per kit. Points are multiplied by number of kits.	No Minimum Spend requirement to earn and accumulate Points for LATISSE® purchases.
<b>BELKYRA®</b>	Per indicated treatment area	200 Points	Maximum 6 treatment submissions (lifetime)  Treatments minimum 30 days apart

The following information must appear on the receipt submitted by the member:

- The date the Applicable Treatment was purchased;
- The product brand, which must be an Applicable Treatment brand; and
- The name of the licensed health care practitioner who performed the Applicable Treatment, and/or the name of the clinic where the licensed healthcare practitioner performed the Applicable Treatment.

The receipt submitted must be a true copy of the receipt issued by the clinic/licensed health care practitioner and must not be altered in any way. Receipts from a payment terminal will not be accepted unless accompanied by a receipt issued by the clinic/licensed health care practitioner that meets the requirements outlined above.

The following information must be submitted by the member on the Submit a Treatment submission page on the portal:

- The postal code of the clinic where the Applicable Treatment was performed;
- The date of the Applicable Treatment; and
- The Applicable Treatment type (which will be selected from a drop-down menu).

In addition, the information submitted on a receipt and on the Submit a Treatment submission page on the portal must satisfy the following criteria:

- Total purchase must be greater than \$200.00 CAD (before applicable tax)
- Please note, there is no Minimum Spend Requirement to earn and accumulate points for LATISSE® or SkinMedica® purchases and Applicable Treatments related thereto;
- The date the Applicable Treatment was purchased must be within the last twelve (12) calendar months;
- Purchase must have been made in Canada\* and must have occurred on or after April 1, 2021; and
- Purchase must have been made from a health care practitioner who is licensed in the jurisdiction where the Applicable Treatment is performed, and who is authorized to perform such Applicable Treatment in that jurisdiction.

*\*Subject to the Application of the Program for Residents Living in Quebec provision.*

Program points can only be earned and redeemed on cash-pay (i.e., no government or private health plan reimbursement) procedures. Reimbursed procedures are not eligible for Program points or Benefits. Under no circumstances will a reimbursable product or treatment be included in redeeming or earning of Program points.

Points are non-transferable and can only be accrued for Applicable Treatments received by you as an individual. We reserve the right to modify the means of accruing points; including through our or your actions and/or Benefits unrelated to Applicable Treatments, to exclude certain types of transactions; and to specify periods after which unused points will expire. All decisions regarding point awards; redemptions; forfeitures; and other policies are at the sole discretion of Allergan.

We will use reasonable efforts to allocate earned Program points to your account; however, you are responsible for ensuring that your Program points are properly credited. If you believe that Program points have been earned but not credited, we reserve the right to require proof of accrual; including, but not limited to, copies or receipts or similar documentation verifying any transactions claimed to have been performed. Any claims of uncredited Program points should include a proof of accrual and must be received within sixty (60) days after the date such points are claimed to have been earned. Program points will be maintained in your account until redeemed for Benefits or are forfeited, whichever occurs first. All decisions regarding Program point balances, Benefits, forfeitures, and the identity of any individual accessing an account, are within our sole discretion.

### Redeeming Program Points

Provided that your account is in good standing – i.e. you have an active account that is not on hold or under investigation - at the time of the point redemption request, you may redeem points accrued in your account by requesting the issuance of a Benefit. **The email address provided during your registration shall be used to effect your Benefit via Interac e-Transfer.** If you would like to direct your e-Transfer to a different e-mail address, you can update it in this portal. For more information on using Interac e-Transfer, please visit [www.interac.ca](http://www.interac.ca).

Available rewards will be calculated to the nearest full dollar earned. For example – a balance of 52 points results in \$5.00 CAD available for redemption. The number of points shall be determined at the sole discretion of Allergan, all is subject to change at any time and without prior notice.

### Expiration of Program Points

**Subject to applicable laws, any points in your account will expire if you have not earned or redeemed points (“Inactivity”) for a period of twelve (12) consecutive months, and your account may be closed due to Inactivity.** For clarity, all Program points will be forfeited due to Inactivity. You acknowledge that any Program points that are not redeemed or entered during the redemption or entry periods described shall be forfeited at 11:59 p.m. EST at the end of that period.

### Violation of the Program Terms and Conditions

Any violation of the Program Terms and Conditions, or any fraud or abuse relating to the uploading of invalid purchase receipts; the accrual and redemption of points; or the misuse of the e-transfer process, may result in the forfeiture of accrued points as well as the termination of your account. You understand and agree that in our sole discretion, and without prior notice, we may remove Program points from your account as a penalty, terminate your Program access, and/or deactivate or delete your account if we determine that you have violated our Terms and Conditions. Fraud or abuse relating to the accrual of Program points or redemption of Program points for Benefits may result in forfeiture of accrued Program points as well as the termination of your account. You are solely responsible for any fraudulent use of your Program points that could occur due to the theft or sharing of your password, or otherwise. The Program is provided to individual users who are natural persons for their own personal use. IT WILL BE CONSIDERED FRAUDULENT AND A VIOLATION OF THESE TERMS AND CONDITIONS FOR YOU TO SHARE WITH OTHER CONSUMERS POINTS AND/OR OTHER INFORMATION THAT CAN BE REDEEMED FOR PROGRAM POINTS AND/OR BENEFITS. IT IS CONSIDERED FRAUDULENT AND A VIOLATION OF THESE TERMS AND CONDITIONS FOR YOU TO REDEEM PROGRAM POINTS OR OTHER INFORMATION THAT CAN BE REDEEMED FOR POINTS AND/OR BENEFITS THAT WERE RECEIVED FROM OTHER CONSUMERS. ANY CONSUMER SHARING IN THIS MANNER OR REDEEMING INFORMATION SHARED IN THIS MANNER WILL HAVE THEIR ACCOUNT DELETED AND WILL NOT BE AWARDED ANY BENEFITS.

### Reservation of Rights

The Program and its Benefits are offered at Allergan’s sole discretion, and Allergan reserves the right to, amongst other options, limit, withdraw, modify or discontinue any aspect of this Program at any time, including the definition of what constitutes Applicable Treatments; the points earned by Applicable Treatments; and the points required to qualify for reimbursements.

Allergan may also, at its sole discretion, suspend, amend, alter, or cancel the entire Program and its Benefits. Allergan will not be liable to you or any third party for any modification or discontinuance of the Program or Benefits offered.

### No Warranty or Representation

While we use reasonable efforts to include accurate and up-to-date information on this portal, your use and browsing of this portal is at your own risk. Nothing in this portal, including company, product, or service information, shall add to or change any contract for products or services you may have with Allergan.

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Furthermore, Allergan and their affiliates, including but not limited to Health Loyalty, representatives, agents, directors, officers, shareholders, and employees are not responsible for and shall not be liable for: (i) late, lost, delayed, damaged, misdirected, inaccurate, incomplete, or unintelligible registration or point entries; (ii) telephone, electronic, hardware or software program, network, Internet, computer or other malfunctions, failures, or difficulties of any kind, whether human or technical; (iii) failed, incomplete, garbled, or delayed computer transmissions; (iv) any condition caused by events beyond our control; (v) any injuries, losses, or damages of any kind arising in connection with or as a result of the benefit or acceptance, delivery or failure to timely deliver, possession, or use of the benefit, or from participation in the Program; or (vi) any printing or typographical errors in any materials associated with the Program. Further, in no event shall we, or any of our affiliates, and/or their respective officers, directors, employees, agents, representatives, information providers, and licensors and/or their respective heirs and assigns be liable for any damages of any kind or nature, including but not limited to, direct, indirect, incidental, consequential, exemplary, special (including loss or profit), punitive, or other damages arising from or in connection with the existence or use of this site or any such dispute, regardless of whether Allergan or any of the other entities or persons listed above have been advised as to the possibility of such damages. Under no circumstances will you be permitted to obtain benefits for, and hereby waives all rights to claim punitive, incidental or consequential damages, including legal and attorney's fees, other than participant's actual out-of-pocket expenses (i.e., costs, if any, associated with participating in the Program), and participant further waives all rights to have damages multiplied or increased. Under no circumstances shall we be liable to you or any third party for any indirect, incidental, consequential, special or exemplary damages, even if advised of the possibility of such damages, arising from the use or inability to use the Program or any other provision of these Terms and Conditions. You accept all responsibility for, and hereby indemnify and hold us, our subsidiaries, and affiliates harmless from and against, any actions taken by any user authorized to use your account, including, but not limited to, accrual of points, redemption of points, and disclosure of passwords to third parties. By participating in the Program, participants agree to release, discharge, and hold harmless Allergan and their affiliates, representatives, agents, directors, officers, shareholders, and employees from any and all liability from any injuries, losses, or damages of any kind arising from or in connection with the Program. This includes damages to, or for viruses that may infect your computer equipment.

#### [Restrictions on Use of Materials](#)

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## Indemnity

You agree to indemnify, defend and hold harmless Health Loyalty and Allergan, their respective affiliates, officers, directors, employees, agents, licensors, and suppliers from and against all losses, expenses, damages and costs, including reasonable legal and attorneys' fees, resulting from your violation of these terms and conditions or any activity (including negligent or wrongful conduct) related to your use of this website.

## Governing Law and Jurisdiction

By visiting this website, and/or registering for, and participating in, the Program, you agree that all matters related to the access to, or use of this website, or participation in the Program, shall be governed by and construed in accordance with the laws of the Province Ontario and the Federal laws of Canadian. and the courts of Toronto, Ontario, Canada shall have exclusive jurisdiction. The invalidity or unenforceability of any provisions of these Terms and Conditions shall not affect the validity or enforceability of any provision. In the event that any provision of these Terms and Conditions is found to be invalid or unenforceable, these Terms and Conditions shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein.

## General

The Terms and Conditions on this website constitute the entire agreement between you and Allergan, governing your use of this website and your participation in the Program. The failure or delay of Allergan in exercising any right or remedy under the Terms and Conditions or elsewhere shall not constitute a waiver of such right or remedy. The section titles in these Terms and Conditions are for convenience only and have no legal or contractual effect.

## Contact Us

If you have any questions or comments about the Program, your account, or any of the Terms and Conditions, please contact the BRILLIANT DISTINCTIONS Customer Care Line at 1.844.556.5418, or you can reach us via mail at the address below. If you send us a letter, please provide your name, address, email address, and information about your inquiry.

Allergan Inc.  
500 – 85 Enterprise Blvd.  
Markham, ON L6G 0B5

If you have any questions or comments about our privacy practices, your privacy choices, or this Privacy Statement, please contact us at online at [IR-PRIVACY@allergan.com](mailto:IR-PRIVACY@allergan.com), or you can reach us via mail at the address below. If you send us a letter, please provide your name, address, email address, and information about the communication that you do not want to receive.

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500 – 85 Enterprise Blvd.  
Markham, ON L6G 0B5

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