Conditions of use of the program LA TAUTALE

Translation of : Conditions d'utilisation du Programme TAUTALE.

1. The program.

General presentation

1. The TAUTALE Program offered by LES MARCHES TAU allows for the accumulation of points for certain purchases at its participating establishments that may subsequently be used to pay, in whole or in part, purchases of eligible products or services from LES MARCHES TAU.

2. Accumulation of points.

2. Membership in the TAUTALE Program is required in order to benefit from it. In order to accumulate TAUTALE points, the TAUTALE Program member (the "Member") must present his TAUTALE card before closing the transaction at the cash, no TAUTALE points may be credited after closing a transaction.

3. TAUTALE points are issued at the rate of five (5) TAUTALE points per dollar spent on the net value of purchases of eligible products or services after rebates and deposit, and before any applicable taxes. Products or services eligible for TAUTALE points are available on the MARCHES TAU website, which may be amended from time to time by LES MARCHES TAU. In such a case, notice will be provided to Members.

4. LES MARCHES TAU may from time to time provide the opportunity for Members to accumulate bonus points for the purchase of certain products or services or a combination of products or services for promotional offers in accordance with the rules and conditions available on LES MARCHES TAU website. Any personalized promotion to a Member is valid only on behalf of the Member to whom it is offered and according to its applicable terms available on the MARCHES TAU website. LES MARCHES TAU is not responsible for any delay in sending or receiving promotional offers by the Member, or for non-receipt by a Member of a promotional offer.

5. No TAUTALE points will be issued when you purchase a TAU Gift Card. Nevertheless, points will be issued to the holder of a TAU gift card when used to pay for purchases.

6. The accumulation of TAUTALE points on the products or services will be subject at all times to their availability. LES MARCHES TAU may limit the quantities of items in respect of which a Member may accumulate TAUTALE points. No TAUTALE points may be issued for activities involving resale.

7. LES MARCHES TAU may at any time debit TAUTALE points mistakenly credited to a Member's account without prior notice.

8. The TAUTALE points issued and awarded can not be redeemed by cash.
9. A Member may not sell, buy, assign or transfer his TAUTALE points or sell, assign or transfer his TAUTALE account to anyone under any circumstances.

3. Registration and participation conditions.

10. Membership and participation in the TAUTALE Program is free and no initial purchase is required. To participate in the TAUTALE Program, a Member will be able to acquire a physical card in store or electronically directly from LES MARCHES TAU website.

11. The activation of the TAUTALE account is subject to the completion of the Member's profile and the acceptance of the TAUTALE Program Terms of Use and Conditions and the MARCHES TAU Privacy Policy. When the TAUTALE account is activated, if the Member already has a physical TAUTALE card, the card number must be associated with the profile. It is possible for the Member to hold only a virtual TAUTALE card, in which case he will have to check "no" to the question asking if he has a TAUTALE card and it will then be impossible to obtain a physical TAUTALE card.

12. To participate in the TAUTALE Program, the client must adhere to the following conditions:
   a) Be a Canadian Resident;
   b) Certify that he is of age in his province of residence (or that he has obtained the consent of a parent or guardian), and
   c) Accept the TAUTALE Program Terms and Conditions of Use;
   d) Consent to the collection and use of his or her personal information regarding privacy and confidentiality.

13. The creation of multiple accounts associated with the same Member is prohibited and a Member does not have the right to hold more than one active TAUTALE profile and account, and several Members can not be associated with the same TAUTALE account. Registered Members residing at the same address will be considered as different Members and will earn TAUTAL points in their respective TAUTALE account.

14. Business companies, joint ventures, partnerships, groups and associations may register for the TAUTALE Program, while respecting the limit of a TAUTALE card per legal or natural person.

15. The Member must ensure the accuracy of the information provided to LES MARCHES TAU. It is the Member’s responsibility to update his personal information.

16. By enrolling in the TAUTALE Program, the Member consents to receiving communications from LES MARCHES TAU and authorizes LES MARCHES TAU to collect, analyze, use and retain personal information about its member in a confidential manner. For the purposes of managing and administering the TAUTALE Program, LES MARCHES TAU may disclose certain non-nominative information to its authorized suppliers and partners, but without transmitting personal information about a Member.

17. The Member must immediately notify LES MARCHES TAU of the loss or theft of his TAUTALE card, which will be deactivated at that time. In case of loss of confidentiality of the password associated
with the account TAUTALE, it is the responsibility of the member to immediately request a new password. LES MARCHES TAU will not be held responsible for the use of points and transactions that have been made to a Member's account before being notified of the loss or theft of the TAUTALE card or the password associated with the TAUTALE card of the Member account.

4. **Terms of Use for the TAUTALE points.**
   
   a. **Exchange.**

18. TAUTALE points have the following use value: **one thousand (1000) TAUTALE points are equivalent to one dollar (1.00$).**

19. A Member may use his TAUTALE points in his account to pay, in whole or in part, for the eligible purchases of goods or services at any of the participating LES MARCHES TAU.

20. The TAUTALE points accumulated during a purchase can only be used when they are duly issued to the Member's account and only for a subsequent transaction. The Member can only make one use of TAUTALE points per transaction.

21. During a transaction, the Member is not permitted to use more TAUTALE points based on their value of use than the purchase price of the transaction. LES MARCHES TAU may set TAUTALE point usage limits, the number of transactions per period and the maximum number of TAUTALE points that may be used per transaction.

22. LES MARCHES TAU reserves the right to require acceptable identification from the Member who requests the use of TAUTALE points at the time of the transaction in order to confirm its identity and status.

23. The number of points displayed on the invoice and / or communications sent to the Member may not reflect the current balance of TAUTALE points in the Member's account as the accounts can be updated on a deferred basis. In the event of a disagreement by the Member regarding the number of TAUTALE points accumulated, used or deducted in his / her account at a specific time, the data contained in the LES MARCHES TAU records at that time shall prevail.

24. The issuance and use of TAUTALE points may be temporarily suspended in the event of a breakdown or unavailability of the systems required for point management.

   b. **Return and exchange of eligible products and services.**

25. Any return and exchange must comply with our return and exchange policy for any product, whether associated with points or not. This policy is available on the LES MARCHES TAU website.

26. The Member’s card as well as the original purchase invoice must accompany any request for adjustment of TAUTALE points in case of return or exchange of products or services.

27. In the event of an exchange of eligible products or services, LES MARCHES TAU may, if applicable, issue or reduce TAUTALE points initially granted on the basis of the difference between the net purchase value and the eligible products or services exchanged and those originally purchased, provided that the goods or services purchased during the exchange are eligible goods or services at the time of the exchange.
28. In the case of an insufficient balance of points on a return of product, LES MARCHES TAU reserves the right to charge in dollar to the customer the difference between the balance of points of the Member and the points received during the purchase of the product to be returned.

29. When returning products paid with points, LES MARCHES TAU reserves the right to refund the product with a gift card.

30. If the Member believes that there is an error on his invoice, he must notify LES MARCHES TAU within fourteen (14) days of the date of the invoice. In the event of a request for adjustment or correction of points, the Member shall provide the necessary evidence to the satisfaction of LES MARCHES TAU.

5. Changes, points maturity, duration and closing of the TAUTALE Program

31. The TAUTALE Program is offered by LES MARCHES TAU, which is the sole owner.

   a. Changes made to the TAUTALE programme

32. LES MARCHES TAU may modify at any time any of the conditions of the TAUTALE Program, in which case a notice of amendment containing the modified clause (s) will be sent to the Member between the 90th and 60th day before its application.

33. In the event of disagreement with the amendment, the Member may terminate its participation in the TAUTALE Program in accordance with the article "Request for Voluntary Withdrawal from the Program". The updated TAUTALE Program Terms and Conditions are posted on LES MARCHES TAU website.

   b. Closing an inactive account

34. In order to maintain an active status and registration in the TAUTALE Program, the Member must accumulate or use TAUTALE points at least once a year. If the Member's account is inactive for one (1) year, the account will be closed and access to this account will be revoked after notice has been given. All points accumulated in the Member's TAUTALE account will subsequently be cancelled unless the Member completes a transaction eligible to reactivate his TAUTALE account.

   c. Duration of the TAUTALE Program

35. The TAUTALE Program comes into effect from the date of its launch and LES MARCHES TAU reserves the right to terminate it at any time following proper notice between the 90th and 60th day before the end of the TAUTALE program. In this case, Members may use the balance of the TAUTALE points accumulated in their respective account before the end of the TAUTALE Program. At the end of this period, unused TAUTALE points in each Member's account will be cancelled without indemnity or compensation.

   d. Resolution of the TAUTALE program membership

36. A Member may unsubscribe from the program at any time by making a request on LES MARCHES TAU website

37. The request for application for voluntary withdrawal from the TAUTALE Program entails the cancellation of TAUTALE points accumulated in the Member's account without compensation and
the immediate closure of the Member's TAUTALE account, the revocation of any access to the TAUTALE account and the deactivation of the TAUTALE Member card.

38. In the event that a Member wishes to re-enroll in the TAUTALE Program, the membership process will have to be started anew and the TAUTALE points previously accumulated in the TAUTALE account prior to its closure will not be reissued as well as the contents of its account.

39. In the event of the death of a Member, the TAUTALE account of the Member will be closed and the TAUTALE points accumulated in this account will be cancelled.

40. Failure to comply with any of the conditions of use of the TAUTALE Program, the TAUTALE card or the law, may result in the suspension or cancellation of the TAUTALE account of the Member and the TAUTALE points accumulated in the latter, subject to the rights and remedies of LES MARCHES TAU. The cancellation of the TAUTALE account of the Member by LES MARCHES TAU entails the forfeiture and the loss of the right to future participation in the TAUTALE Program.

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