

Xperience+ Loyalty Program

Official Terms & Conditions

Participant must acknowledge Xperience+ Loyalty Program Official Terms and Conditions before entering into the program.

- 1. Merz Aesthetics Patient Xperience+ Program Offer (Merz North America, Inc ("Merz Aesthetics") Sponsor):** Program starts March 1st, 2021 at 6:00 AM Eastern Time (ET) and will end at the discretion of Merz Aesthetics. To obtain a PIN code to claim points or rewards from a corresponding Merz Aesthetics treatment, contact an Xperience+ Program Provider to schedule an appointment (Providers can be found on www.xeominaesthetic.com/find-a-provider/ and will have an Xperience+ program badge next to their listing). At the time of scheduling an appointment, inform your provider that you would like to participate in the Xperience+ Loyalty Program to ensure the provider has a valid PIN code to provide to you for your qualifying treatment. For purposes of receiving an Xperience+ Program PIN code to claim for rewards and points, Qualifying Treatments are defined at the provider's discretion, and should not be used on any treatments provided at no charge, or which are paid for in a whole or in part by any government funded program, included Medicare, Medicaid or other federal or state reimbursement programs and/ or private insurance reimbursement. After completion of a Qualifying Treatment from a provider, the patient should receive a PIN code from their provider and claim it in the Xperience+ Loyalty Program website (www.XperienceMerz.com). Depending on the treatment, you will receive points and/ or a Prepaid Mastercard reward, as set forth below. Once your valid PIN code has been claimed in the loyalty website for points and/ or Prepaid Mastercard reward, you may use the Prepaid Mastercard towards your treatment cost at checkout with your provider. The participant may also spend the points received from claiming a treatment PIN code in the loyalty rewards store within their account on a variety of reward options.

Each **Prepaid Mastercard claimed from a toxin treatment must be paired with a VALID PIN CODE** from your provider. Each set of **points redeemed must be paired with a VALID PIN CODE** from your provider, based on your Merz Aesthetics treatment. The PIN code and/ or Prepaid Mastercard can only be used once; subsequent attempts to re-submit or re-use the same PIN code or Mastercard will be invalid and void. No Xperience+ prepaid Mastercard can be re-loaded at any time, and it is not to be used as a gift card. All PIN codes and/ or qualifying treatments are subject to verification. In most cases, patient treatment received will be verified by receiving a PIN code from their provider. Sponsor may, in its sole and absolute discretion, determine any PIN code or treatment submitted in connection with this program to be void for any reason including but not limited to the following: Prepaid Mastercard or PIN code is obtained through unauthorized or illegitimate sources/ channels; PIN code has been reproduced, stolen, forged, counterfeited, or is irregular or marked improperly; PIN code is not verified or recognized as a valid PIN code issues by sponsor and/ or vendor; PIN code is determined to be previously entered and used; PIN code is incorrectly or incompletely entered or submitted or PIN code



contains printing or production errors, or any errors in any way. Keep a copy of your qualifying purchase receipt for your record. Notwithstanding the foregoing, sponsor/ vendor may, at its sole discretion and without obligation, elect to replace an illegible PIN code with another PIN code if appropriate upon request. Sponsor reserves the right to inspect and examine any illegible PIN code prior to issuing a replacement. Most PIN codes will be digitally loaded into a provider's Merz Portal account, and it is to their responsibility to provide the accurate PIN code to a patient. Replacements due to issues will be issued at the sponsor's sole discretion and may be denied in the event of non-compliance with these Official Terms and Conditions. Sponsor may change its policy or set limitations and restrictions or replacements at anytime and without notice. Except as expressly stated above, sponsor shall have no liability or obligation with respect to any void PIN code. Only PIN codes obtained from methods approved by sponsor are eligible for the program. Possession of a PIN code does not constitute proof of submission of such PIN code towards an Xperience+ Prepaid Mastercard (with toxin treatment) or Xperience+ Rewards points. Sponsor reserves the right to request proof of qualifying treatment at its sole discretion. Sponsor reserves the right to revise any of these Official Terms and Conditions at any time by updating this posting; revisions may include, but are not limited to, the program period/end, the methods and number of methods through which you may obtain PIN codes, and any of the options made available to you with respect to this program. These revisions may be made at any time, without notice. By continuing to participate in the program following the posting of any such change, you are deemed to have agreed to the amended version of these Official Terms and Conditions and are bound by any such revisions and should therefore periodically visit this Website to review the current Official Terms and Conditions to which you are bound. Any failure to comply with these Official Terms and Conditions, or any attempt to act in a way that is inconsistent with the intent of these Official Terms and Conditions, or any conduct detrimental to sponsor, or any misrepresentation, or any fraudulent activities in connection with this program, or failure to act in a manner consistent with federal, state, or local laws, regulations or ordinances by you may result, in addition to any rights or remedies available to sponsor in law or equity, the termination of your Xperience+ Loyalty program account, and the forfeiture and relinquishment of any PIN codes, points, rewards, or prepaid Mastercard's received, as determined by sponsor or its authorized agents, in their sole discretion.

- 2. ELIGIBILITY:** Participation in the Xperience+ Patient loyalty program is open to participants who are residents of the United States and must be of the age of 18 years or older. Xperience+ Program PIN codes will be automatically given to a Merz Aesthetics provider upon product purchase verification in their Merz Portal account. Each patient/participant is solely responsible for ensuring they are receiving their qualifying treatment with an Xperience+ Program participating provider. Each patient/participant is solely responsible for ensuring that their personal information entered when registering to become an Xperience+ Program member is accurate and accepted. Participant cannot enter a P.O box as an address if claiming a prepaid Mastercard and must enter a valid address that can be found within the USPS database. In the event of a dispute regarding the identity of a registered participant, the registration will be deemed to have been made by the authorized account holder of the email address at the time of registration and he/she must comply with these Terms and Conditions. "Authorized account holder" is defines as the natural person who is assigned to an email address by an internal access or online service provider, or other organization responsible for assigning email addresses for the domain associated

with the submitted email address. Sponsor reserve the right to delay the processing of any PIN codes without notice to you, in order to assure compliance with the Official Terms and Conditions outlines herein. Without limiting any other remedies, sponsor may deem you ineligible if it suspects that you have engaged in fraudulent activity in connection with this program. As such, cards are not redeemable for cash, transferable or assignable for any reason, and cannot be sold, traded, bartered, actioned through an online auction site or otherwise; any such cards may be confiscated by sponsor and/ or cancelled. Any failure to abide by the Official Terms and Conditions, any conduct detrimental to sponsor, or any misrepresentation or fraudulent activities in connection with this program may result, in addition to any rights or remedies available to sponsor in law or equity, in your ineligibility for the program, as well as forfeiture of any or all PIN codes entered to the relevant date and any other benefits earned in connection there with, in sponsors sole and absolute discretion. Sponsor reserves the right to suspend, modify, clarify or cancel the program, at it's sole and absolute discretion, at any time, should fraud, virus, bugs or other causes beyond the control of sponsor corrupt the administration or security of the program.

- 3. PROGRAM DETAILS:** Points and/ or a virtual Prepaid Mastercard rewards from a participant's qualifying and corresponding Merz Aesthetics treatment will be automatically given to the patient via their loyalty program account (www.XperienceMerz.com) by the patient claiming a valid PIN code given by a participating provider. Each patient/ participant is solely responsible for ensuring they are receiving their qualifying treatment with an Xperience+ Program participating provider.

ACCOUNT CREATION: Patient must create an Xperience+ Loyalty program member account by registering at www.XperienceMerz.com/login, and must provide their first name, last name, email address, phone number, and month of birth. While a shipping address is not required to register for the program, a valid address is required to redeem a PIN code to earn rewards. Each patient/ participant is solely responsible for ensuring that their personal information entered when registering to become an Xperience+ Program member is accurate and accepted. Participant cannot enter a P.O box as an address if claiming a prepaid Mastercard and must enter a valid address that can be found within the USPS database. The Merz Aesthetics treatments in which are part of this program and eligible for loyalty rewards and points are at the sponsors sole discretion to change, add, and remove without notice to you.

PROCEDURE VALIDATION: Participant/ patient must validate that they received a treatment with a participating provider that is eligible for loyalty rewards by receiving a treatment PIN code from that provider. When a participant receives an eligible treatment, their provider will give the member a treatment PIN code; members will be receiving a separate PIN code for each eligible treatment received during the participants visit with their provider. It is at the providers sole discretion if your treatment is eligible for a treatment PIN code for loyalty points and rewards. The member will enter the treatment PIN code on the Xperience+ Loyalty program website (www.XperienceMerz.com) to validate their treatment and receive the corresponding treatment points and rewards. Members must wait 90 days between entering a toxin treatment PIN code and can enter two Radiesse and two Belotero PIN codes within a 90-day period. These treatment PIN code claiming restrictions are able to be changed at any time at the sponsor's sole discretion, without notice to you.

REWARDS AND POINTS EARNING: Points and, if eligible, virtual Prepaid Mastercard from a participant's qualifying and corresponding Merz Aesthetics treatment will be automatically given to the patient via their loyalty program account (www.XperienceMerz.com) by the patient claiming a valid PIN code given by a participating provider. Instant points and rewards are received immediately upon entering a valid PIN code and can be changed at the sponsors sole discretion, without notice to you. Treatments/ products eligible for loyalty rewards may be added or removed and will be disclosed in these Official Terms and Conditions. Ensure you check your loyalty account and refer back to these Official Terms and Conditions for any changes to the eligible program treatments. For each toxin treatment PIN code claimed by an Xperience+ program member, member will receive 100 points, and a digital prepaid Mastercard worth \$50. Prepaid Mastercards can be used anywhere Mastercard is accepted, including at your provider's office towards your treatment or anything else your provider advises. Prepaid Mastercards will include an expiration date of 3 months after PIN code redemption for this corresponding prepaid Mastercard. For each Radiesse or Belotero treatment PIN code claimed by an Xperience+ Program member, they will receive 150 points. No toxin treatment is required. Additional (bonus) points can be earned and will be automatically applied to the participants/ patient's member account for but is not limited to; 50 bonus points every time a member received/ claims a treatment from the same practice they visited and claimed a past valid treatment PIN code with, 50 bonus points every year on the first day of the participant's birthday month, and 25 points upon participant member registration. The points received by the patient from bonus opportunities, Toxin, Radiesse, or Belotero treatments can be accumulated and redeemed in the members account through the Rewards Store for various reward options.

POINTS EXPIRATION & REDEMPTION IN REWARDS STORE: Loyalty points earned by claiming a treatment PIN code will never expire as long as the patient remains **active** within this program. ("**Active**") is defined as any activity in an 18-month period. After 18 months without activity (earning or redeeming), all points will expire; however, a member's account will remain open. Points expiration and the definition of an "active" program member may change at the sole and absolute discretion of the program sponsor. Points may be accumulated in the members account by claiming treatment PIN codes and receiving bonus points until the member chooses to use them. Members can access their account online via smartphone, laptop, or desktop and choose to redeem their points for an assortment of available physical and monetary rewards in the program Rewards Store. Available rewards shown in the rewards store are subject to change on a quarterly basis and will change at the program sponsors sole and absolute discretion, without notice to you. If the program participant spends/ redeems their points in the Rewards Store on a physical item (example: a complimentary skincare product), the reward will be shipped directly to the address stored in the program member's profile within 7-10 business days. If the program participant spends/ redeems their points in the Rewards Store for a prepaid Mastercard, that card will expire 3 months following card issuance. All previous Terms and Conditions outlined in this document regarding Prepaid Mastercards apply to Prepaid Mastercards redeemed in the Rewards Store from loyalty points.

PREPAID MASTERCARD: If claiming a toxin PIN code to receive a prepaid Mastercard or redeeming your loyalty points in the rewards store on a Prepaid Mastercard, the participant will be redirected to another page to confirm their member information. After confirming, their virtual Prepaid Mastercard information will show on their smartphone, laptop, or desktop screen. The participant must use the money loaded onto the prepaid card within 3 months from when the prepaid Mastercard is claimed/ purchased with points. The participants right to the payment expires after that time. The participant may use the virtual prepaid card everywhere Mastercard is accepted, which includes the participants provider office to use towards their treatment checkout. The Prepaid Mastercard is issued by The Bancorp Bank, Member FDIC, pursuant to license by Mastercard International Incorporated. Mastercard is a registered trademark, and the circles design is a trademark of Mastercard International Incorporated. The participant's use of the prepaid card is governed by the Cardholder Agreement, and some fees may apply if the card is used outside of the United States. This is not a gift card and must not be used as a gift card, as this virtual prepaid card will expire and cannot be reloaded. Please note that prepaid cards are subject to expiration, so pay close attention to the expiration date of 3 months after card issuance.

- 4. GENERAL CONDITIONS:** Personal information collected from participants will be used by the sponsor only for the purpose of administering this program and as specified in the sponsor's privacy policy, unless participant has elected to receive additional information and promotional materials from sponsor or a third part. To review our privacy policy, please visit the link shown here: [Merz Aesthetics Privacy Policy](#) to see how we use personal information obtained in connection with this program. Sponsor is not responsible for incorrect or inaccurate transcription of information, for problem related to any of the equipment or programming associated with the program or utilized by the participant, for any human error, for any interruption, deletion, omission, defect, or line failure of any telephone network or electronic transmission, for problems relating to computer equipment, software, inability to access the website or online service, or for any other technical or non-technical error or malfunction. Sponsor and its related companies, parents, subsidiaries, affiliates, and agents, suppliers and other companies involved in the development or execution of the program or the production or distribution of program materials ("Releasees") shall not have any liability. UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, SHALL ANY OF THE RELEASEES BY LIABLE FOR ANY INJURY, LOSS, CLAIM, DAMAGE, OR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION LOSS PROFITS OR LOST SAVINGS), WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, THAT ARISES OUT OF OR IS IN ANY WAY CONNECTED WITH (A) ANY USE OF THE PROGRAM, (B) ANY FAILURE OR DELAY BY RELEASEES IN CONNECTION WITH THE PROGRAM (INCLUDING, WITHOUT LIMITATION, THE USE OF, OR INABILITY OF USE, ANY COMPONENT OF THIS PROGRAM); OR (C) THE PERFORMANCE OR NONPERFORMANCE OF THE PROGRAM BY SPONSOR, EVEN IF RELEASEES HAVE BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. The disclaimer of liability applies to any damages or injury caused by any failure of performance, error, omissions, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction or unauthorized access to, alteration of, or use of your registration information, whether for breach of contract, tortious behavior, negligence, fraud, or any other cause of action.

SPONSOR MAKES NO WARRANTY OF ANY KIND REGARDING THE PROGRAM, WHICH IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. SPONSOR EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR A WARRANTY THAT THE PROGRAM WILL BE ERROR-FREE. Sponsor further disclaims any warranty as to the accuracy, completeness and timeliness of any content or information distributed with respect to the program. SPONSOR EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS, INCLUDING IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF THE TRADE. IN ADDITION, SPONSOR AND ITS AUTHORIZED AGENTS MAKE NO REPRESENTATIONS, GUARANTEES OR WARRANTIES OF ANY KIND CONCERNING THE APPEARANCE, SAFETY OR PERFORMANCE OF ANY EXPERIENCE+ PIN CODE OR PREPAID MASTERCARD OBTAINED VIA THE PROGRAM. PARTICIPANTS BEAR ALL RISK OF LOSS OR DAMAGE TO EXPERIENCE+ PIN CODE IF PRINTED. SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF IMPLIED WARRANTIES, SO THIS WARRANTY DISCLAIMER MAY BE LIMITED IN ITS APPLICABILITY TO YOU.

As a condition of participating in this program, participant: (1) agrees that all issues and questions concerning the construction, validity, interpretation, and enforceability of these Terms and Conditions, participants rights and obligations, or the rights and obligations of the sponsor in connection with the program, shall be governed by, and construed in accordance with, the laws of State of North Carolina, without giving effect to any choice of law of conflict of law rules; (2) consents to the jurisdiction and venue of the federal, state, and local courts located in the state of North Carolina; (3) agrees that any and all claims, judgments and rewards shall be limited to actual out-of-pocket costs incurred, including costs associated with participating in this program, but in no event attorneys' fees; (4) agrees that under no circumstances will the participant be permitted to seek recovery for, and participant hereby waived all right to claim, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and waives any and all rights to have damages multiplied or otherwise increase; and (5) agrees to be bound by these Terms and Conditions and the decisions of the Sponsor, which are final and binding, without right of appeal, with respect to all aspects of the program, including without limitation, eligibility of participants and validity of treatment PIN codes.

In the event of any conflict between any program details contained in these Official Terms and Conditions and any program details contained in any program materials (including but not limited to point of sale, television, and print advertising, promotional packaging, and other promotion media/ materials), the details of the program as set forth in these Official Terms and Conditions shall prevail.

These Terms and Conditions constitute the entire agreement between program participants and sponsor pertaining to the subject matter hereof and supersedes all prior or other arrangements, understandings, negotiations and discussions, whether oral or written. No waiver of any of the provisions of these Terms and Conditions shall be deemed or shall constitute a waiver of any other provisions hereof (whether or not similar), nor shall waiver constitute a continuing waiver unless otherwise expressly provided. If any provision of these Terms and Conditions is found to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be severed from the remainder of these Terms and

Conditions, which will otherwise remain in full force and effect. Merz reserves the right to unilaterally alter at any time these Terms and Conditions and/or to suspend or terminate the Xperience + Loyalty Program. Sponsored by Merz Aesthetics North America, 6501 Six Forks Road, Raleigh, North Carolina 27615.

