



# TERMS AND CONDITIONS



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## 1. ACCEPTANCE AND REVISIONS

By downloading, accessing and/or using the Sites, you agree on your own behalf, and on behalf of anyone on whose behalf you act, and you represent and warrant that you have the legal authority to accept and abide, and be contractually bound, by the Terms and Conditions for each use of and access to the Sites.

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Additional terms may apply to your use of specific portions or features of the Sites (the “**Additional Terms**”), including but not limited to your purchases made via the Sites. Such Additional Terms are incorporated by reference into the Terms and Conditions. Please carefully review the Additional Terms prior to using the applicable portions or features of the Sites. If there is a conflict between the Terms and Conditions and the Additional Terms, the latter terms shall prevail.

The Terms and Conditions, the Privacy Policy and the Additional Terms (if applicable) shall constitute the entire agreement between Dollarama and you regarding the subject matter hereof and shall supersede and replace any representation, statement or other communication (whether written or otherwise) made previously by you or us which is not contained herein.

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You agree: a) not to use the Sites in any manner which could damage, disable, overburden or impair the Sites; b) not to interfere with or test the security of, or otherwise abuse, the Sites, or any services, system resources, accounts, servers or networks connected to or accessible through the Sites; c) not to disrupt or interfere with any other person's use of the Sites (including logging into a server or account which you are

not authorized to access) and not pretend to be, represent or impersonate any other individual or entity; d) not to use the Sites in any manner that infringes upon the legal rights of any other persons (including privacy rights and intellectual property rights); e) not to copy, transmit, distribute, display, publish, transfer, sell, exploit in any way, modify, mirror, imitate, create derivative works or otherwise reproduce the Sites or any of its content, including Dollarama's intellectual property (except when the express written authorization of Dollarama is granted); f) not to use the Sites (including the posting or uploading of materials) in a manner that is inappropriate, defamatory, discriminatory or otherwise objectionable or offensive; g) not to use the Sites in a manner that may dilute or depreciate the name or reputation of Dollarama; h) not to use data mining, hacking, automated tools or other data gathering and extraction methods, directly or indirectly, to collect information from the Sites or from any user of the Sites; and i) not to upload, post or otherwise transmit on the Sites any viruses or other harmful, disruptive or destructive files or computer programs. You agree that you will comply with all applicable laws that relate to your use of or activities on the Sites. DOLLARAMA EXPRESSLY PROHIBITS ANY UNAUTHORIZED THIRD PARTY LINKING TO THE SITES.

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The Sites shall only be used by adults. If you are a minor, you must be supervised by your parent or tutor to use the Sites. If you are a parent or tutor supervising a minor, you acknowledge that you are responsible for the minor's use of the Sites.

#### 4. INTERACTIVE CHAT AND CHATBOTS

We recommend directing all general customer inquiries to our Chat for assistance. Information provided via a Chat may be inaccurate, and Chats may not always be available or error-free. For more details, please refer to the applicable Chat and our Privacy Policy to learn more.

#### 5. VIRTUAL GIFT CARDS

You may purchase virtual gift cards ("**Gift Cards**") on the Dollarama website and via authorized third parties for your personal use or to be sent via email to others ("**Recipients**"). You are responsible to verify the accuracy and validity of the Recipient's email. Dollarama is not responsible for any gift cards sent to an email address entered. Dollarama reserves the right to limit the number of Gift Cards you may purchase. Where a Gift Card is purchased the Dollarama website, Dollarama accepts credit card payment for the Gift Cards and such payment is processed through Dollarama's payment solution provider. You represent and warrant that you are authorized to use the credit card and that all of the billing information you provide is

truthful and accurate. By confirming your purchase of the Gift Cards, you agree to accept and pay for same. All payments are subject to validation checks and authorization by the card issuer. Once the payment has been accepted, the Gift Card will be activated and the ownership and risk of loss will be transferred to you or the Recipient, as applicable.

You can no longer purchase a Gift Card on Dollarama's mobile application. Purchases can only be made through Dollarama's website. For customers who still have a valid Gift Card on their Dollarama mobile application, Dollarama's third-party fraud prevention services provider, Riskified Inc. ("**Riskified**") may still have some personal information that you had disclosed which could include your name, address, email, order amount, and partial payment card information ("**Riskified Customer Data**"). The Riskified Customer Data will be incorporated into Riskified's fraud prevention services that will be provided to (a) Dollarama, (b) Riskified and its affiliates (c) and Riskified's other clients. Riskified and its affiliates will use the Riskified Customer Data to provide fraud prevention services and will not disclose Riskified Customer Data to other clients. For more information about what personal information will be disclosed to Riskified and how it will be used, please see the Privacy Policy, available in the Legal Matters Section of our website at [www.dollarama.com](http://www.dollarama.com).

The balance of a Gift Card is redeemable for eligible goods in all Dollarama stores across Canada. Purchase amounts will be deducted from the balance remaining on the card, with any excess purchase price payable at the time of purchase. No physical Gift Card will be issued upon purchase; to redeem a Gift Card, user can either: (a) print a paper copy of the Gift Card and present it in-store at the time of purchase; or (b) use the Gift Card through certain virtual wallet applications, when permitted by the Gift Card. Gift Cards are not reloadable. Should a purchase exceed the balance remaining on a Gift Card, the excess will be payable by the purchaser at the time of purchase.

Gift Cards cannot be used to purchase physical or virtual gift cards. Gift Cards cannot be redeemed online. Gift Cards do not expire and are not subject to dormancy fees and cannot be used to make a payment on a credit account. All gift cards are in Canadian dollars.

The balance of a Gift Card is not redeemable for cash or refundable, except as required by law. Returns for purchases made with this Gift card are subject to Dollarama's Return, Exchange and Refund Policy, available in Section 6 of these Terms and Conditions.

To find out the balance of your Gift Card, or for other questions relating to your Gift Card you can use the "Contact Us" link on Dollarama's website ([www.dollarama.com](http://www.dollarama.com)).

## 6. THIRD PARTY PLATFORMS

By purchasing a product from any third party platform ("**Platform**"), you acknowledge that Dollarama is not an agent for the Platform in connection with sales of the products and all orders will be fulfilled by the Platform and not Dollarama.

The Platform will be responsible for processing, shipping, exchanges, returns, and customer service related to your purchased items ("**Order**"). If you have any issues or questions on your Order, please contact the Platform directly.

The products offered on the Platform may differ from those offered in Dollarama stores. We reserve the right to modify our product offering and discontinue items at any time without prior notice. Therefore, Dollarama cannot guarantee that the products offered on the Platform will be available at the time of your order or thereafter.

The prices listed on the Platform may differ from the prices in store. The Platform is ultimately responsible for charging and collecting any applicable sales tax or environmental handling, recycling, or disposal fees (“**Handling Fees**”) when applicable on your Order. Any questions regarding sales tax or Handling Fees charged on an invoice in connection with an Order should be directed to the Platform.

## 7. RETURN, EXCHANGE AND REFUND POLICY

Dollarama has a “no exchange, no return” policy. However, you may request a refund or an exchange if, (a) the products are defective; or (b) the products are damaged. You must advise Dollarama of any refund or exchange request within thirty (30) days of your purchase through the “[Contact us form](#)” with a picture of the defective or damaged product(s), as well as a picture of the original packaging. In order to receive a refund, the products must be returned unused, in their original packaging and in the same conditions as when purchased. A customer service representative will send you the other appropriate requirements and guidelines which may vary according to the type of products purchased.

If you have placed an order through a Platform, you must refer to them directly through their respective websites or applications for any exchanges or returns.

## 8. ACCOUNT, SECURITY AND PHISHING

You may need to have an account in order to benefit from or use certain portions or features of the Sites. If you decide to set up an account for a Site (“**Account**”), to save billing information on a Site, you must maintain the security and confidentiality of your Account and password and restrict access to your personal devices.

You are solely responsible and liable for any use or misuse of your Account, your billing information and your Gift Card. Dollarama is under no obligation to verify the identity of the users of the Account and may rely on the authority of any person accessing the Account. You shall proceed to change your password forthwith if you know or suspect that your Account and password confidentiality has been breached. Dollarama may not be held liable for any damages, charges or expenses arising out of or relating to any unauthorized use of your Account, your billing information or your Gift Card.

By setting up an Account, you confirm that both the electronic address provided by you and your user account (by way of push notification) are active addresses at which you agree to receive documents intended for and sent to you by Dollarama, and that the sending of a document to that address or user account creates a presumption that you have received the document. You also confirm that the information you provide us is accurate, complete and true and you understand that you have the responsibility of reviewing and updating your information to keep it accurate, complete and true.

Dollarama will never send you unsolicited email asking you to provide personal information, including but not limited to requests to validate or restore your Account. You are responsible to verify the legitimacy of personal information requests in order to prevent phishing (fraudulent attempts to trick individuals into providing confidential information). If you receive an email referring to or allegedly coming from Dollarama that you believe is fraudulent, please forward it to us by using the “Contact Us” link on Dollarama’s website. By sending such email to Dollarama you give your consent for Dollarama to report it to the Canadian Anti-Fraud Centre or another authority with a similar mandate.

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YOU EXPRESSLY AGREE THAT USE OF THE SITES AND ANY PURCHASES YOU MAKE ON THE SITE, INCLUDING ALL CONTENT, DATA OR SOFTWARE DISTRIBUTED BY, DOWNLOADED OR ACCESSED FROM OR THROUGH THE SITES IS AT YOUR SOLE RISK AND THAT YOUR SOLE REMEDY IN ALL INSTANCES SHALL BE TO STOP USING THE SITES.

IN THE EVENT THAT DOLLARAMA IS FOUND LIABLE TO YOU NOTWITHSTANDING THE TERMS AND CONDITIONS, DOLLARAMA’S AGGREGATE LIABILITY SHALL NOT EXCEED THE PURCHASE PRICE

## OF THE PRODUCT.

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In this section, references to Dollarama shall include Dollarama's directors, officers, employees, agents, representatives and third party suppliers.

## 11. INDEMNIFICATION

To the maximum extent permitted by applicable law, you agree to defend, indemnify and hold harmless Dollarama and its directors, officers, employees, agents and representatives from and against all claims, damages, losses, expenses, and costs, including legal fees, arising out of your use of or access to the Sites or your breach of the Terms and Conditions.

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## 13. THIRD PARTY LICENSES AND TERMS AND CONDITONS

The Sites may include certain technology and software used and provided by third parties, including without limitation with respect to the processing of payments and to geolocation. Such technology and software shall remain governed by the applicable license and terms and conditions posted by the third parties. You may also be subject to third party terms and conditions when downloading a Site from a third party platform. In the event of a conflict between the Terms and Conditions and those of the third party with respect to the use of the Sites, the Terms and Conditions shall prevail.

## 14. TERMINATION

You acknowledge and agree that Dollarama may, in its sole and absolute discretion, without notice to you, suspend or terminate your use of, or access to the Sites or to your Account, and block or prevent future access to and use of the Sites or of your Account for any reason, including if Dollarama determines that you have failed to comply with any of the Terms and Conditions. The provisions of the Terms and Conditions that by their nature are intended to survive such termination shall so survive.

## 15. GENERAL

The Terms and Conditions and the use of the Sites shall be governed by, and interpreted in accordance with the laws of the Province of Québec and the federal laws of Canada applicable therein.

Regardless of where you access the Sites, both Dollarama and you agree that any dispute arising out of or relating to the Terms and Conditions will be exclusively brought before the competent courts of the Province

of Quebec, in the district of Montreal.

If for any reason a court of competent jurisdiction finds any provision of the Terms and Conditions or portion thereof to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to give effect to the intent of the Terms and Conditions , and the remainder of the Terms and Conditions shall continue in full force and effect.

The Terms and Conditions are binding upon and will enure to the benefit of you and us and our respective heirs, successors and assigns.

Dollarama's failure to or delay in exercising its rights or remedies shall not impair or be considered as a waiver thereof at any time.

A French version of the Terms and Conditions is available on the Sites.