



## Walgreens Gift Card Terms and Conditions for Commercial Customers

These Terms and Conditions for Commercial Customers (the "Agreement") shall govern the sale of gift cards ("Cards") from Walgreen Co. ("Walgreens") to you, as a commercial customer ("Company"). By purchasing the Cards, Company agrees to be bound by this Agreement. The parties agree as follows:

1. **Subject Matter.** Walgreens may elect in its sole discretion to accept or reject Company's order of Cards. If Walgreens accepts Company's order of Cards, and upon receipt of payment, Walgreens shall provide Company with an agreed supply of inactive Cards. Walgreens shall activate Cards upon Company's receipt. Title and risk of loss or damage to the Cards shall be borne by Company upon receipt of the Card from Walgreens. Walgreens shall not be responsible for Cards that are lost, stolen or damaged once in the possession of Company.
2. **Card Acceptance.** Walgreens shall accept properly activated Cards only at its Walgreens drug store locations.
3. **Use of Cards.** Walgreens hereby grants to Company the right to use Cards purchased under this agreement for personal use, to be given freely to Company employees, and/or to be given freely to Company's customers and/or potential customers. Company shall not have the right to resell Cards.
4. **Fraudulent Use of Cards.** Company shall take all reasonable measures to prevent the fraudulent use of the Cards, and shall provide prompt notification to Walgreens of any activity that Company has actual knowledge of and which Company knows to be fraudulent use of the Cards. Company shall be solely liable for fraud arising as a result of the actions of Company, its employees or agents. Company shall act promptly to mitigate all losses and claims in the event of any fraudulent activity.
5. **Trademark License.** Walgreens hereby grants to Company a limited, nontransferable, non-exclusive license to use such of its trademarks, service marks, trade names, logos, color combination, insignia, or other appropriate marks and slogans as may be approved by Walgreens in connection with the advertising and promotion of the Company's program, provided, however, that **any such use shall be subject to Walgreen's prior written approval in each instance.** Except as expressly provided herein, no right, property, license, permission or interest of any kind in or to marks owned or used by Walgreens or its affiliates is or is intended to be given or transferred to or acquired by Company by the execution, performance or non-performance of this Agreement or any part thereof.
6. **Representations and Warranties.** Each party represents that it is authorized to enter into and fully perform its respective obligations under this Agreement, and that entering into this Agreement will not violate the provisions of any other agreement to which it is a party. Company further represents and warrants that (i) the content of the Company's program, the manner in which it is conducted, and the promotional materials created by Company shall be in conformity with all applicable federal, state and local laws and regulations; and (ii) the Program, all elements thereof, and any and all advertising and promotional material distributed in connection therewith shall not infringe or otherwise violate any intellectual property or other rights of any third party.
7. **Indemnification.** Company agrees to indemnify and hold Walgreens, its affiliates and subsidiaries, and their respective officers, directors, agents, employees, successors and assigns of each, harmless from and against any and all claims, suits, damages, losses, liabilities, obligations, fines, penalties, costs and expenses, including reasonable legal fees and expenses of whatever kind or nature (collectively, "Loss"), arising out of or based on: (i) any breach by Company of the terms, covenants, conditions, representations or warranties of this Agreement; (ii) the operation of the Company's program or any advertising or promotional material relating thereto; (iii) any claims for libel, slander, invasion of privacy, infringement of intellectual property rights, piracy, plagiarism, idea misappropriation or unfair or improper trade practices or other wrongful business conduct, including without limitation any violation of the rules and regulations of the Federal Trade Commission and analogous state agencies; and (iv) the use, sale or offering of any of Company's products and/or services pursuant to the Program approved hereunder. Company shall not, except with the consent of Walgreens, consent to entry of any judgment or administrative order or enter into any settlement that (i) could affect the intellectual property rights or other business interest of Walgreens, (ii) does not include as an unconditional term thereof the giving by each claimant or plaintiff to Walgreens of a release from all liability with respect to such claim or litigation, or (iii) requires Walgreens to take any specific action, admit liability or pay any monies out of Walgreen's own resources without the Walgreen's prior written consent, which shall not be unreasonably withheld.
8. **Miscellaneous:**
  - (a) **Entire Agreement.** This Agreement represents the entire agreement and understanding between the parties with respect to the subject matter hereof, and supersedes any other agreement or understanding, written or oral, that the parties hereto may have had with respect thereto.
  - (b) **Buyers.** The parties hereto are sellers and buyers, and nothing in this Agreement shall be deemed or construed to create, or have been intended to create a partnership, joint venture, employment, agency relationship, or independent contractor relationship between the parties hereto.
  - (c) **Applicable Law.** This Agreement shall be construed in accordance with the laws of the State of Illinois without regard to its rules on conflicts of law. Any action or proceeding to interpret or enforce the terms and conditions hereof shall only be brought in state or federal court located in Chicago, Illinois, and the parties agree to submit to the jurisdiction of such courts. In the event of litigation involving this Agreement, then party that prevails shall pay the other's reasonable attorneys fees and costs as a result thereof.
  - (d) **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

By signing your name below, you are bound by the foregoing terms and conditions. **Orders will not be processed if this is not signed.**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Company Name: \_\_\_\_\_ Title: \_\_\_\_\_