

Updated January 1, 2020

## Terms and Conditions

Balance® Rewards is a loyalty program offered by Walgreen Co. to its customers (also referred to as “the Program”). These terms and conditions form the agreement (the “Agreement”) between each customer that participates in Balance Rewards (referred to as a “Member”) and Walgreen Co. and its participating affiliates and subsidiaries (collectively “Company”) with respect to the Program. Member may contact Walgreen Co. at P.O. Box 1229, Deerfield, IL 60015-6003 or 855-225-9225.

By completing the enrollment process and participating in Balance Rewards, Member agrees to the terms and conditions, rules, regulations, policies, and procedures of the Program, including those regarding Company's collection, use and disclosure of Member's personally identifiable information (“Personal Information”) as described below in the Personal Information section, which are also available at [Walgreens.com/Balance](https://Walgreens.com/Balance). Each Member is responsible for remaining knowledgeable about the Program terms and conditions. Walgreen Co. reserves the right to disqualify Members who have violated any of the Program terms and conditions. Walgreen Co. reserves the right to change the terms or conditions of the Program or terminate the Program or Member's membership in the Program at any time, for any reason, without prior written notice. Communications about Balance Rewards, including material changes to the Program, will be posted on [Walgreens.com/Balance](https://Walgreens.com/Balance).

Balance Rewards is open to U.S. residents at least 13 years of age (in Puerto Rico, 14 years of age). If Member is between 13 and 18 years old (in Puerto Rico, between 14 and 21 years of age), Member agrees he or she has obtained permission from Member's parent or legal guardian to be a Member of the Program (in Puerto Rico, parents must also submit the application of any applicant between 14 and 21 years of age). Program membership is only available to individuals. Program membership is not available to corporations, businesses, charities, partnerships, enterprises, or any other entity, unless written approval is received in advance from Walgreen Co., in its sole discretion. Member is responsible and liable for any tax consequences which may result from Member's participation in the Program. Membership is required at purchase to receive promotional pricing. Price adjustments are eligible only during that promotional pricing period.

Any fraudulent or unauthorized use of the Program is strictly prohibited and may result in termination or disqualification from the Program and a forfeiture of all Points earned. The Balance Rewards card (“Card”) is not a credit card. The Card is the property of Company, and it may be revoked at any time by Company at its sole discretion. Any unauthorized reproduction of the Card may lead to legal prosecution and forfeiture of membership in the Program and all Points earned.

## Personal Information

The Program is a financial incentive program. While Membership in the Program is free, and no initial purchase is required, Company is entitled to use and/or disclose the Personal Information Member provides during the enrollment process as well as gathered as part of Member's use of the Program in exchange for providing the financial incentives offered by the Program. All Personal Information associated with the Member account may be accessible to such Member. Additional information regarding the manner by which

Company collects, discloses and protects Member's Personal Information is set out in the Online Privacy & Security Policy at [www.walgreens.com/privacy](http://www.walgreens.com/privacy) and/or the Notice of Privacy Practices, as applicable.

Additionally, by participating in the Program, Member agrees to allow Company to communicate via mail, email, phone, external websites and various other channels. If permission is granted by the Member, Company may also communicate via text or mobile device. Company may use these channels to communicate Member account status, notify Member when they are eligible for a reward, communicate program changes, offer special Member promotions, coupons, information and offerings that may be of interest to the Member, and more.

Company reserves the right to refuse membership in the Program to any customer who does not follow the enrollment procedures and/or does not provide the Personal Information required for enrollment. Member should promptly notify the Program of any changes to Personal Information, either by visiting [Walgreens.com/Balance](http://Walgreens.com/Balance) or by calling a customer service representative at 855-225-9225.

Walgreen Co. reserves the right to cancel any membership for which it has incomplete, inaccurate, false or fictitious Personal Information. In the event that Walgreen Co. terminates the Program or cancels Member's membership in the Program for any reason, all Balance Rewards points ("Points") earned on Member's account will be forfeited.

## **Earning Points:**

The Program enables a Member to access sales and promotional pricing, earn Balance Rewards Points on certain purchases or behaviors and redeem Points on certain future purchases at participating Walgreens Pharmacy locations (collectively "Participating Stores"). For a full list of Participating Stores, visit [Walgreens.com/Balance](http://Walgreens.com/Balance). From time to time, special program offers will be made that may not be available in all Participating Store locations.

Member must provide his/her phone number associated with the Balance Rewards account or present his/her personal Card to the cashier at a Participating Store before the purchase transaction is completed in order to earn and/or redeem Points. Points have no fixed value, may not be redeemed for cash, and are not transferable to any other individual or entity. Any transfer or attempt to transfer Member's Card or Points shall result in automatic cancellation of the Member's account and revocation of Member's Points.

Balance Rewards Members may be offered promotions ("Point Promotions") which will award Points with the purchase of specified products and/or services from a Participating Store during the promotion period and, when specified, by completing any required registration process. With the exception of photo orders and prescriptions (which must be picked up in a Participating Store in order to earn Points), items ordered online and delivered to Member's home will earn Points as they would if purchased in store. Items ordered online using the "store pickup" feature will only earn Points after the items have been picked up from the store. Point Promotions will not apply to rain check items purchased after the promotion has ended. Points will not be earned on the portion of a transaction that was paid for using redemption dollars or store credit. Unless explicitly stated otherwise, Point Promotions will not apply to and Points cannot be earned on purchases of: alcohol; dairy; tobacco; stamps; phone/prepaid/gift cards; money orders/transfers; transportation passes; lottery tickets; charitable donations; pseudoephedrine or ephedrine products; clinic services; pharmacy items or services covered under Washington state workers' compensation; pharmacy items or services furnished by a Participating Store located in Arkansas, New Jersey, or New York; prescriptions received through mail-order services; prescriptions received through specialty pharmacy services; sales tax; shipping; the

Prescription Savings Club membership fee; and certain items that are excluded, in particular Point Promotions and any other items specified as exclusions by the Company from time to time or where prohibited by law. Points cannot be earned for transferring a prescription to a Participating Store by a Member who is, or at any time in the prior 6 months was, a beneficiary of Medicare, Medicaid, Tricare or any other healthcare program funded in whole or in part by the federal government; Points will also not be earned for transferring a prescription to a Participating Store located in Alabama, Mississippi, Oregon, Puerto Rico, Tennessee, or Virginia. See store for details or contact a customer service representative at 855-225-9225. Walgreen Co. reserves the right to add or delete items eligible for Points issuance at any time, at its sole discretion, without notice.

Points for in-store purchases will be awarded to the Member's account 3-5 days after purchase. Points for online purchases will be awarded to the Member's account once the entire order has shipped. Members may earn up to 50,000 Points per calendar year on the purchase of eligible prescriptions or other items or services furnished by or through Participating Store pharmacies. Points will not be awarded if in Company's reasonable opinion the merchandise purchased will be used for resale or commercial use, and any Points awarded on such purchases will be forfeited. Company reserves the right to limit Points awarded with respect to any offer or promotion to reasonable household quantities. On a return and/or exchange, Points may be deducted from the Member's account that were used for the original purchase.

From time to time, incentive programs offered in conjunction with third parties, such as AARP, may be combined with Balance Rewards, and these programs may offer incentives that can be accumulated on Member's Card. Please see the terms and conditions of these other incentive programs to see what terms and conditions apply to the Points collections in each of these respective programs.

## **Redeeming Points:**

When purchasing items and/or services at a Participating Store, Member may choose to either redeem previously earned Points or continue saving Points to use on a future purchase of items and/or services. If Member elects to redeem earned Points, the Points will be converted into redemption dollars and the value of the redemption dollars will be deducted from the total price of the Member's purchase of items and/or services from a Participating Store. Earned Points are converted into redemption dollars at the following tiers:

- (1) 1000 points = \$1
- (2) 2000 points = \$2
- (3) 3000 points = \$3
- (4) 4000 points = \$4
- (5) 5000 points = \$5
- (6) 10,000 points = \$10
- (7) 20,000 points = \$20
- (8) 50,000 points = \$50

The maximum amount of redemption dollars that can be redeemed in a single transaction is 50,000 points, with a 100,000 point limit per day.

Unless explicitly stated otherwise, redemption dollars may not be used for the purchase of the following: dairy; alcohol; tobacco; contact lenses; stamps; phone/prepaid/gift cards; money order/transfers;

transportation passes; lottery tickets; charitable donations; prescriptions; pseudoephedrine or ephedrine products; pharmacy items or services; the Prescription Savings Club membership fee; and clinic services.

Company may, at any time and without notice, change, eliminate, or terminate the Points earning and redemption procedures and offerings. Company, at its discretion, may not show the full list of redemption tiers on marketing materials. Upon redemption of Points, the Points will immediately be deducted from Member's account. Once Points are redeemed, Points cannot be credited back to Member's account. When returning items paid with redemption dollars, the redemption dollars will be refunded to Member in the form of store credit. The sale or barter of Points, or any other award or benefit (other than by the Company), is expressly prohibited. Any Points, award, or benefit transferred, assigned, or sold in violation of these terms and conditions will be confiscated and membership in the Program may be terminated.

Should any Balance Rewards Member not use their Card (physical Card, virtual Card via smartphone or phone number look-up) in a transaction for 6 consecutive calendar months, the membership will be deemed to be inactive and all accumulated Points will be forfeited. For active Members, all Points expire on a rolling 12-month basis.

## **Balance Rewards for healthy choices®:**

The Balance Rewards for healthy choices® program is a part of the Program. The terms in this section, however, apply only to the Balance Rewards for healthy choices program and do not apply to any other program through which Points may be issued or awarded.

Balance Rewards for healthy choices awards Points to Members for engaging in and reporting information about healthy behaviors, such as walking, running, weight management or other healthy behaviors as determined by the Company. Company reserves the right to add or delete healthy behaviors eligible for Points issuance, restrict the frequency of logging activity or apply Points maximums to any activity at any time, at its sole discretion, without notice. To participate in Balance Rewards for healthy choices, a customer must enroll in both Balance Rewards and Balance Rewards for healthy choices; however, the terms and conditions for Balance Rewards for healthy choices are outlined in this section.

Balance Rewards for healthy choices is offered for informational and promotional purposes only and is not intended to provide or constitute medical advice or to be a substitute for obtaining medical advice and treatment from a physician or other healthcare professional. Member should not take any healthcare action, including any exercise regimen or biometric measurement, without first obtaining appropriate guidance from Member's physician or other healthcare professional. Giving or receiving information through, or otherwise participating in, Balance Rewards for healthy choices does not constitute or create a pharmacist or healthcare professional-patient relationship.

As explained above in the Personal Information section, any Personal Information that Member submits to Balance Rewards for healthy choices, including information uploaded from a device, is covered by the terms of the Online Privacy & Security Policy and the terms and conditions of the Program and is not governed by HIPAA or the Walgreens Notice of Privacy Practices. The information Member provides through Balance Rewards for healthy choices will not become part of Member's Walgreens pharmacy or health record nor will it be used by Company to render any pharmacy or other healthcare services to Member.

Balance® Rewards and Balance Rewards for healthy choices® are protected by copyright as a collective work and/or compilation, pursuant to U.S. and Puerto Rico copyright laws, international conventions, and other copyright laws. Company names, logos and trademarks may not be used by Member in any manner without the prior written consent of Company.

## Dispute Resolution

If a dispute ever arises between Member and Company relating in any way to the Agreement or the Company's Balance Rewards Program, including claims based on state or federal statutes, Member should first contact Company. If the matter cannot be resolved informally, Member and Company each agree that any and all disputes or claims that have arisen or may arise between Member and Company shall be resolved exclusively through final and binding arbitration, rather than in court, except that Member may assert claims in small claims court, if Member's claims qualify ("Agreement to Arbitrate"). The Federal Arbitration Act governs the interpretation and enforcement of this Agreement to Arbitrate, which shall be conducted by the American Arbitration Association ("AAA") under its rules and procedures, including the AAA's Supplementary Procedures for Consumer-Related Disputes (as applicable), as modified by the Agreement. A form for initiating arbitration proceedings is available on the AAA's website. The arbitration shall be held in the county in which Member resides. If the value of the relief sought is \$10,000 or less, Member or Company may elect to have the arbitration conducted by telephone or based solely on written submissions, which election shall be binding on Member and Company subject to the arbitrator's discretion to require an in-person hearing, if the circumstances warrant. Attendance at an in-person hearing may be made by telephone by Member and/or Company, unless the arbitrator requires otherwise.

The arbitrator will decide the substance of all claims in accordance with the laws of the State of Illinois, including recognized principles of equity, and will honor all claims of privilege recognized by law. The arbitrator shall not be bound by rulings in prior arbitrations involving different Members, but is bound by rulings in prior arbitrations involving the same Member to the extent required by applicable law. The arbitrator's award shall be final and binding, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

Member and Company agree that either Party may bring claims against the other only on an individual basis and not as a plaintiff or class member in any purported class or representative action or proceeding. Unless Member and Company agree otherwise, the arbitrator may not consolidate or join more than one person's or party's claims and may not otherwise preside over any form of a consolidated, representative, or class proceeding. The arbitrator may award relief (including monetary, injunctive, and declaratory relief) only in favor of the individual party seeking relief and only to the extent necessary to provide relief necessitated by that party's individual claim(s). Any relief awarded shall not affect Company's other Members.

Member can choose to reject the Agreement to Arbitrate by mailing Company a signed opt-out notice ("Opt-Out Notice") within 30 days after the date the Member first accesses the Services or accepts any subsequently published version of the Agreement. The Opt-Out Notice must include a statement that Member does not agree to this Agreement to Arbitrate, Member's name, address, phone number, and any email address(es) used to log in to any applicable account(s) to which the opt-out applies. Member must mail the Opt-Out Notice to Company, Attn: Litigation and Regulatory Law Department, 104 Wilmot Road, MS 144P, Deerfield, IL 60015. This procedure is the only way Member can opt out of the Agreement to Arbitrate. If Member opts out of the Agreement to Arbitrate, all other parts of the Agreement, including all other provisions of this Section, will continue to apply. Opting out of this Agreement to Arbitrate has no effect on any previous, other, or future arbitration agreements that Member may have with Company.

To the extent permitted by applicable law, any claims arising in connection with the use of the Program or the Agreement must be filed within one (1) year of the date of the event giving rise to such action.

## **Limitation of Liability**

AS PARTIAL CONSIDERATION FOR MEMBER'S ACCESS TO COMPANY'S BALANCE REWARDS PROGRAM AND SERVICES (INCLUDING COMPANY CONTENT), MEMBER AGREES THAT COMPANY IS NOT LIABLE TO MEMBER IN ANY MANNER WHATSOEVER FOR DECISIONS MEMBER MAY MAKE OR MEMBER'S ACTIONS OR NON-ACTIONS IN RELIANCE THEREUPON. MEMBER ALSO AGREES THAT COMPANY'S AGGREGATE LIABILITY ARISING FROM OR RELATED TO MEMBER'S USE OF AND ACCESS TO THE SERVICES, REGARDLESS OF THE FORM OF ACTION OR CLAIM (FOR EXAMPLE, CONTRACT, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY, PROFESSIONAL MALPRACTICE, FRAUD, INFRINGEMENT OR OTHER BASES FOR CLAIMS) IS LIMITED TO THE PURCHASE PRICE OF ANY ITEMS MEMBER PURCHASED FROM COMPANY IN THE APPLICABLE TRANSACTION, IF ANY. COMPANY SHALL NOT IN ANY CASE BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, NOR SHALL COMPANY BE RESPONSIBLE FOR ANY DAMAGES WHATSOEVER THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES, ERRORS, DEFECTS, DELAYS IN OPERATION OR TRANSMISSION, OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT CAUSED BY EVENTS BEYOND COMPANY'S REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO ACTS OF GOD, COMMUNICATIONS LINE FAILURE, THEFT, DESTRUCTION, OR UNAUTHORIZED ACCESS TO COMPANY SITES, RECORDS, PROGRAMS, SERVICES, OR CONTENT, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF MEMBER IS DISSATISFIED WITH THESE TERMS OR COMPANY SERVICES (INCLUDING COMPANY CONTENT), MEMBER'S SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SERVICES.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR INCIDENTAL CONSEQUENTIAL, OR OTHER DAMAGES; AS A RESULT, THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT BE APPLICABLE TO MEMBER, AND THE FOREGOING PARAGRAPH SHALL NOT APPLY TO A RESIDENT OF NEW JERSEY TO THE EXTENT DAMAGES TO SUCH NEW JERSEY RESIDENT ARE THE RESULT OF COMPANY NEGLIGENCE, FRAUDULENT OR RECKLESS ACT(S) OR INTENTIONAL MISCONDUCT.

## **Indemnification and Defense**

As a condition of Member's participation in the Program, Member agrees to indemnify, defend and hold harmless Company, including its officers, directors, employees, affiliates, licensors, suppliers, information providers and agents, from and against all losses, expenses, damages, fees, fines and costs, including without limitation, reasonable attorneys' fees, resulting from or relating to Member's use of the services or violations of the Agreement.