

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. You may contact Walgreen Co. at P.O. Box 1229, Deerfield, IL 60015-6003 or 855-225-9225.

By participating in Balance Rewards, Member agrees to the terms and conditions, rules, regulations, policies, and procedures of the Program available at 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 your membership in the Program at any time, for any reason, without prior written notice. Communications about Balance Rewards, including changes to the Program, will be posted on 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 you are between 13 and 18 years old (in Puerto Rico, between 14 and 21 years of age), you agree you have obtained permission from your 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 required at purchase to receive promotional pricing. Price adjustments are eligible only during that promotional pricing period.

Membership in the Program is free and no initial purchase is required. Company reserves the right to refuse issuance of a Balance Rewards Card (the “Card”) to any customer who does not follow the enrollment procedures. Member should promptly notify the Program of any changes to personal information, such as name, address, telephone numbers, and email address, either by visiting Walgreens.com/Balance or by calling a customer service representative at 855-225-9225.

Walgreen Co. reserves the right to cancel any Card for which it has incomplete, inaccurate, false or fictitious personal information. In the event that Walgreen Co. cancels your Card or terminates the Program or your membership in the Program for any reason, all Balance Rewards points (“Points”) earned on your account will be forfeited.

Any fraudulent or unauthorized use of the Card is strictly prohibited and may result in termination or disqualification from the Program. The Card is not a credit card. The Card is the property of Walgreen Co. and it may be revoked at any time by Walgreens at their sole discretion. Any unauthorized reproduction of the Card may lead to legal prosecution and forfeiture of membership in the Program and all Points earned.

Earning Points:

The Card enables a Member of Balance Rewards 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, Rxpress, Duane Reade, USA Drug or Walgreens Pharmacy locations (collectively “Participating Stores”). For a full list of Participating Stores, visit 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 Card 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 your 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 worker’s 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 your 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) 1,000 points = \$1
- (2) 2,000 points = \$2
- (3) 3,000 points = \$3
- (4) 5,000 points = \$5
- (5) 10,000 points = \$10
- (6) 18,000 points = \$20
- (7) 30,000 points = \$35
- (8) 40,000 points = \$50

Redemption dollars will not be paid out in cash or store credit.

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. Complete terms and conditions of Points redemption are posted at Walgreens.com/Balance.

Member Information and Communications:

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. Member information will be protected in accordance with the [Online Privacy and Security](#) policy and/or the [Notice of Privacy Practices](#), as applicable.

Balance Rewards for healthy choices[®]:

The terms in this section 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 customers for engaging in and reporting information about healthy behaviors, such as walking, running, weight management or other healthy behaviors as determined by the Company. Walgreen Co. 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. You should not take any healthcare action, including any exercise regimen or biometric measurement, without first obtaining appropriate guidance from your 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.

Any personally identifiable information that you submit to Balance Rewards for healthy choices, including information uploaded from a device, is covered by the terms of our [Online Privacy and Security Policy](#) and the terms and conditions of Balance Rewards and is not governed by HIPAA or the Walgreens Notice of Privacy Practices. The information you provide through Balance Rewards for healthy choices will not become part of your Walgreens pharmacy or health record nor will it be used by Walgreens to render any pharmacy or other healthcare services to you.

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 you in any manner without the prior written consent of Company.