

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 (“Company”) with respect to the Program. You may contact Walgreen Co. at P.O. Box 1229, Deerfield, IL 60015-6003; 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](https://www.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 at any time without prior written notice. Communications about Balance Rewards, including changes to the Program, will be posted on [Walgreens.com/Balance](https://www.walgreens.com/Balance).

Balance Rewards is open to U.S. residents at least 13 years of age (in Puerto Rico 14 years of age). For a full list of participating stores visit [Walgreens.com/Balance](https://www.walgreens.com/Balance). 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. Except for organizations participating in the Program, Program membership will not be 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](https://www.walgreens.com/Balance) or by calling a customer service representative at 855-225-9225.

Walgreen Co. reserves the right to cancel any Balance Rewards Card for which it has incomplete, inaccurate, false or fictitious Personal Information and all Balance Rewards points earned on that account will be forfeited.

The Card enables a Member of Balance Rewards to access sales and promotional pricing, earn Balance Rewards points on certain purchases or behaviors (“Points”) and redeem Points on certain future purchases at participating Walgreens Drugstore, Rxpress, Duane Reade USA Drug or Walgreens Pharmacy locations (“Participating Stores”). From time to time, special program offers will be made that will not be available in all 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. 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:

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. 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 in a transaction where Redemption Dollars or Store Credit is used. Point Promotions will not apply to and Points cannot be earned on purchases of: alcohol; dairy; tobacco; stamps; phone/prepaid cards/gift cards; money orders/transfers; transportation passes; lottery tickets; charitable donations; pseudoephedrine or ephedrine product; clinic services; prescriptions; health tests; contact lenses or any other pharmacy items or services that must be excluded by law as determined by Company (“Excluded Pharmacy Items”) that are paid for in whole or in part by Medicare, Medicaid, TRICARE, or any other state, federal or government-funded healthcare program; Excluded Pharmacy Items purchased by a Member who at anytime in the prior 6 months is or was a beneficiary of Medicare, Medicaid, TRICARE, or any other state, federal or government-funded healthcare program; Excluded Pharmacy Items covered under Washington State worker’s compensation; Excluded Pharmacy Items purchased from Arkansas, New Jersey, or New York pharmacies; prescriptions transferred to a Participating Store located in Alabama, Mississippi, Oregon or Puerto Rico; sales tax; the Prescription Savings Club membership fee; 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. At Participating Stores located in AR, NJ, and NY where points cannot be earned on Excluded Pharmacy Items, Balance Rewards Members will earn 10 points per ^{\$}1 spent at those locations for every

purchase of a nonprescription vitamin or cough, cold, pain or sleep medication (does not apply to online purchases). 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.

All Points will be awarded to the Member's account 3-5 days after purchase. 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 the Points will be deducted from the Member's account that was used for the original purchase.

From time to time, other incentive programs, such as AARP, may be combined with Balance Rewards and these programs may offer incentives that can be accumulated on your Balance Rewards Cards. Please see the terms and conditions of these other incentive programs to see what terms and conditions apply to the point 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 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 in eight (8) 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.

Redemption Dollars may not be used for the purchase of the following: dairy; alcohol; tobacco; stamps; phone/pre-paid/gift cards; money order/transfers; transportation passes; charitable donations; prescriptions; pseudoephedrine or ephedrine products; immunizations, health tests or other healthcare items or services; Prescription Savings Club membership fee; clinic services.

Company may, at any time and without notice, change, eliminate, or terminate the Point 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 the 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 Balance Rewards Points expire on a rolling 36-month basis. Complete terms and conditions of Point redemption are posted at Walgreens.com/Balance.

Member Information & Communications:

By participating in the Program, Member agrees to allow Company to communicate via mail, email, phone and 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, and offer special Member promotions, coupons and more. Members who are under the age of 18 or who choose to opt out of all marketing communications will receive only messages related to their account.

Member information will be protected in accordance with the [Online Privacy and Security](#) policy and/or the [Notice of Privacy Practices](#), as applicable. In the event that we intend to use Protected Health Information (PHI) for a purpose that requires a HIPAA Authorization form, we will ask you (or your parent or legal guardian when required by applicable law or regulation in Puerto Rico) to approve such use by signing the required form.

Steps with Balance[®] Rewards:

Steps with Balance Rewards 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 Point maximums to any activity at any time, at its sole discretion, without notice. To participate in Steps with Balance Rewards, a customer must enroll in both Balance Rewards and the Steps with Balance Rewards program.

Steps with Balance Rewards is offered for information 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 health care professional. You should not take any health care action, including any exercise regimen or biometric measurement, without first obtaining appropriate guidance from your physician or other health care professional. Giving or receiving information through, or otherwise participating in, Steps with Balance Rewards does not constitute or create a pharmacist or health care professional-patient relationship.

Any personally identifiable information that you submit to Steps with Balance Rewards, 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 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.

The Balance Rewards and Steps with Balance Rewards programs 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.