



Terms + Conditions

DRAFT as of 08.13.18

Note: For the most current tHRiVe Terms and Conditions, please visit: www.kinneydrugs.com/thrive.

General Program Information:

THRiVe™ Rewards is a loyalty program (“THRiVe Rewards” also referred to herein as the “Program”) offered by KPH Healthcare Services, Inc., d/b/a Kinney Drugs and its participating affiliates and subsidiaries (collectively “Kinney Drugs”) to its customers. Each customer that participates in THRiVe Rewards (referred to as a “Member”) agrees to be bound by the terms and conditions set forth herein (the “Terms”). The Terms do not alter in any way the terms or conditions of any other agreement Member may have with Kinney Drugs for other products and services.

[In addition, these Terms complement and incorporate by reference Kinney Drug’s website Terms of Use (the “Site Terms”) and privacy policy. In the event there is a conflict between the Terms and the Site Terms, these Terms shall govern.]

By participating in THRiVe Rewards, each Member agrees to be bound by the Terms and the rules, regulations, policies, and procedures of the Program available at KinneyDrugs.com/THRiVe. In the event a customer does not agree to be bound by the Terms, it should not participate in THRiVe Rewards. Each Member is responsible for remaining knowledgeable about the Program and the Terms.

THRiVe Rewards is open to all residents in the continental United States and District of Columbia (excluding Guam, Puerto Rico and the US Virgin Islands) at least 16 years of age. If a customer is between 16 and 18 years old, such customer must obtain permission from his or her parent or legal guardian to be a Member of the Program. Program membership is only available to individuals with the aforementioned qualifications. Program membership is not available to corporations, businesses, charities, partnerships, enterprises, or any other entity, unless written approval is received in advance from Kinney Drugs, 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 such promotional pricing period.

Membership in the Program is free and no initial purchase is required. Kinney Drugs reserves the right to refuse issuance of a THRiVe Rewards Card (the “Card”) to any customer who does not follow the enrollment procedures. Each Member should promptly notify the Program of any changes to personal information, such as name, address, telephone numbers, and email address, either by visiting KinneyDrugs.com/THRiVe or by visiting a local store.

Kinney Drugs reserves the right to cancel any Card for which it has incomplete, inaccurate, false or fictitious personal information. In the event that Kinney Drugs cancels a Member's Card or terminates the Program or a Member's membership in the Program for any reason, all THRiVe Rewards points ("Points") earned on a Member's account will be forfeited.

Any fraudulent or unauthorized use of a 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 Kinney Drugs and it may be revoked at any time by KinneyDrugs at its sole and absolute 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 THRiVe Rewards to access sales and promotional pricing, earn THRiVe Rewards Points on certain purchases or behaviors and redeem Points on certain future purchases at participating Kinney Drugs stores (each a "Participating Store"). For a full list of Participating Stores, visit KinneyDrugs.com/THRiVe. From time to time, special program offers will be made that may not be available in all Participating Stores. Member must provide his or her phone number associated with the THRiVe Rewards account or present his or her 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 a Member's Card or Points shall result in automatic cancellation of the Card and revocation of Member's Points.

THRiVe Rewards Members may be offered 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 ("Point Promotions"). Eligible items ordered online and delivered to a Member's home will earn Points as they would if purchased in a Participating Store. The award of these points may be delayed by several business days.

[Bonus 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; tobacco; stamps; gift cards; money orders/transfers; transportation passes; lottery tickets; charitable donations; pharmacy items or services furnished by a Participating Store located in New York; sales tax; shipping; membership fees for any prescription savings programs; and certain items that are excluded, in particular Point Promotions and any other items specified as exclusions by Kinney Drugs from time to time or where prohibited by law. See store for details. Kinney Drugs 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 upon completion of a transaction. Points will not be awarded if in Kinney Drug's reasonable opinion the merchandise purchased will be used for resale or commercial use and any Points awarded on such purchases will be forfeited. Kinney Drugs 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.

Points will accumulate in a Member's account during a rolling 52-week period. Unused points will expire 366 days after they are earned. If a Member reaches 1,000 points in a rolling 52-week period, the Member will achieve platinum status ("Platinum Member"). The Member will then remain a Platinum Member for life and will thereafter receive \$2.00 in [Kinney Cash] each time they accumulate 100 points. From time to time, incentive programs offered in conjunction with third parties, may be combined with THRiVe Rewards, and these programs may offer incentives that can be accumulated on a 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:

If Member reaches 100 points, the Points will be automatically converted into redemption dollars and the value of the redemption dollars will be deducted from the total price of the Member's next purchase of items and/or services from a Participating Store. Redemption dollars will not be paid out in cash or store credit. [Kinney Drugs has the right to change the Points to a dollar conversion rate at any time. [Kinney Drugs, 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 a Member's account. The sale or barter of Points, or any other award or benefit (other than by Kinney Drugs), is expressly prohibited. Any Points, award, or benefit transferred, assigned, or sold in violation of these Terms will be confiscated and membership in the Program may be terminated. For active Members, all Points expire on a rolling 12-month basis. Complete terms and conditions of Points redemption are posted at KinneyDrugs.com/THRiVe.

Member Information and Communications:

By participating in the Program, Member agrees to allow Kinney Drugs to communicate via mail, email, phone, external websites and various other channels. If permission is granted by the Member, Kinney Drugs may also communicate via text or mobile device. Kinney Drugs may use these channels to communicate to Member its 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 [Kinney's Drugs privacy policy].

Cancellation:

A Member may cancel his or her membership at any time by selecting Contact Us on the website. If a Member cancels his or her membership, all accumulated Points will expire on the date and at the time of cancellation.

In its sole discretion, Kinney Drugs may cancel, change, suspend or modify any aspect of the Program at any time, including terms relating to the earning or redemption of Points. The Program will continue until terminated, suspended or modified by Kinney Drugs. If Kinney Drugs makes changes to these Terms, the amended terms will be posted to this website and the "Last Updated" date at the bottom of the page will be updated. Kinney Drugs may also attempt to notify you in other ways. Unless Kinney Drugs indicates otherwise, the amended Terms will be effective immediately and a Member's continued

participation in the Program, after the amended terms are posted, will confirm his or her acceptance of the changes.

Without notice to a Member, Kinney Drugs reserves the right to suspend or terminate a Member's account and/or his or her participation in the Program (in whole or part) if Kinney Drugs deems or suspects that a Member has engaged in or have attempted to engage in any of the following: acting in violation of these Terms; damaging, tampering with or corrupting the operation of the Program; any unauthorized, deceptive, inappropriate, uncooperative, disruptive, fraudulent, potentially fraudulent, unusual, or unlawful behavior or activity; using Points for resale or commercial purposes; or activity deemed in the sole discretion of Kinney Drugs to be generally inconsistent with the intended operation of the Program or the Terms.

Any decision Kinney Drugs makes relating to termination or suspension of any Member's participation in the Program shall be final and binding in all respects. Kinney Drugs shall be the sole determiner in cases of suspected abuse, fraud, or breach of these Terms or intent of these Terms. In the event that a Member's participation in the Program is terminated, all accumulated Points will expire on the date of such termination. Kinney Drugs may, in its sole discretion, suspend, cancel or combine accounts that appear to be duplicative. Kinney Drugs also reserves the right to deactivate any account that has not been used for twenty-four (24) consecutive months.

Communications regarding THRiVe Rewards, including changes to the Program, will be posted on KinneyDrugs.com/THRiVe.

Any questions? Member may contact Kinney Drugs at 29 East Main Street, Gouverneur, New York 13642 or via email at mediarelations@kinneydrugs.com.