

BINAXNOW GET \$5 OFF

BARCODE BUCK\$ “DIGITAL” OFFER

TERMS AND CONDITIONS

1. **Eligible** participants will, during the Offer Period, receive a BinaxNOW Barcode Buck\$ digital offer which has a total savings of \$5.00. Tax not included. This offer is good towards only the purchase of select BinaxNOW products redeemable only in-store at participating stores and Walmart.com. Limit one per transaction. While supplies last!
2. **Redeem** your digital offer at any participating store by 4/30/25. Limit one (1) digital offer per email during the entire Offer Period. Digital offer is subject to the terms and conditions associated with its use. Bring your Barcode Buck\$ digital offer to a participating store to redeem. At the checkout, follow the instructions listed on your Barcode Buck\$ digital offer to scan the participating product and the Barcode Buck\$ digital offer barcode to receive your BinaxNOW digital offer value (up to \$5.00 savings). Tax not included. Offer value will be immediately deducted and shown on your receipt. Eligible submission must clearly show the purchase of 1 BinaxNOW item in participating products to redeem this digital offer. No cash to be provided as change. Barcode Buck\$ digital offer cannot be replaced if lost, stolen, damaged or expired. Not redeemable for cash. Not for resale. Final date digital offer can be redeemed is 4/30/25. ***Offer is good while supplies last or until 4/30/25 when the program ends, whichever occurs first.***

View your offer for additional details and participating products.

Open to legal residents of the fifty (50) United States and District of Columbia who are 18 years of age or older at the time of participation. This offer may not be combined with any other offers. No group or organization requests will be honored. Each reward can only be redeemed one-time. Offer valid only in the U.S. for reward redemption at participating locations. Message and data rates may apply. You are responsible for all applicable fees and taxes associated with making a submission from a wireless device. Submission via a wireless device is designed to work with most of the U.S. major wireless carriers in the United States, but Sponsor makes no guarantee that any particular wireless service provider will participate, and the wireless device that is used must be capable of receiving the digital offer. Check with your carrier for details. Participants should check their phone's features to see if they have that capability. Wireless service providers may charge entrants for each submission completed from a wireless device, including any error message that is sent and received in connection with the promotion, based on the applicable wireless service pricing plan. Participants should consult their wireless service provider's pricing plan for details. Sponsor in their sole discretion may add or delete a wireless carrier at any time, without notice. Proof of submission is not considered proof of delivery to or receipt by Sponsor or their designee of submission materials.

Abbott Rapid Dx North America, LLC, (“**Sponsor**”), Participating Retailers, TPG Rewards, Inc. (collectively, the “**Promotion Entities**”) their respective parent companies, subsidiaries, affiliates, advertising, promotion and other agencies (collectively, the “**Promotion Entities**”) are not responsible for lost, late, illegible, incomplete, invalid, unintelligible, misdirected, technically corrupted or garbled submissions, which will be disqualified, or for problems of any kind, whether mechanical, human or electronic. Promotion Entities shall not be responsible for incorrect or inaccurate submission information whether caused by any of the equipment or programming associated with or utilized in the promotion or by any technical or human error which may occur in the processing of the submission in the promotion. Promotion Entities assume no responsibility or liability for any error, omission, interruption, deletion, theft or destruction, or unauthorized access to, or alteration of submissions. By participating in this Offer, participant agrees to release and hold harmless Promotion Entities, their respective subsidiaries, affiliates, representatives and agents (including any third parties who assist in the administration of this Offer) and the respective directors, officers and employees of each from any and all liability from claims, injuries, losses or damages of any kind, including without limitation, death and bodily injury, resulting, in whole or in part, directly or indirectly, from the awarding, delivery, acceptance, use, misuse, possession, loss or misdirection of any reward, participation in this Offer or any Offer-related activities. Proof of submission is not considered proof of delivery to or receipt by Sponsor or their designee of submission materials. Offer is void where prohibited. Any attempt by a participant or any other individual to deliberately undermine the legitimate operation of the Offer, or to annoy, abuse, threaten or harass any other person in connection with the Offer, is in violation of criminal and civil laws and should such an attempt be made, Sponsor reserves the right to disqualify the applicable individual and seek damages and other remedies from any such person to the fullest extent permitted by law.

Coupon not valid for product reimbursed, in whole or part, under Medicare, Medicaid or similar federal or state government programs.

Sponsor makes no warranties, and hereby disclaims any and all warranties, express or implied, concerning any gift furnished by third parties in connection with the offer. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SUCH REWARDS ARE PROVIDED “AS IS” AND “AS AVAILABLE” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND SPONSOR HEREBY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, THOSE ARISING OUT OF A COURSE OF DEALING OR USAGE OF TRADE, AND/OR NON-INFRINGEMENT

Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify, or suspend this Offer should it determine, in its sole discretion, that any virus, bug, non-authorized human intervention or other causes beyond its control corrupt or affect

the administration, security, fairness or proper conduct of the Offer. Sponsor reserves the right, at its sole discretion, to disqualify any individual it finds to be tampering with the operation of the Offer. Additionally, Sponsor reserves the right to prosecute any fraudulent activities to the full extent of the law.

CAUTION: ANY ATTEMPT BY A PARTICIPANT TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS OFFER IS A VIOLATION OF CRIMINAL AND CIVIL LAW. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

Limitation of Liability; Dispute Resolution; Miscellaneous

To the fullest extent permitted under applicable law, each Coupon participant releases Sponsor, and affiliates and each of their officers, directors, employees, affiliates and agents from and against any and all liability relating to use or redemption of the Coupon, and/or these Terms and Conditions.

Sponsor is not responsible for: (a) any loss or misdirection of, or delay in receiving, any correspondence, Coupon, and other benefits; (b) theft or unauthorized redemption of Coupons or other benefits; (c) any acts or omissions of third parties (including, without limitation, participating retailers); (d) any errors published in relation to the Coupon, including, without limitation, any pricing or typographical errors, errors of description, errors regarding participating retailers, and affiliates, and errors in the crediting or debiting of the Coupon; (e) personal injury or property damage resulting from your access to or use of related websites; and (f) any interruption of or transmission to or from related websites. Sponsor reserves the right to correct any errors in the Coupon or these Terms and Conditions, without notice.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL SPONSOR, ITS PARENT, SUBSIDIARIES, AFFILIATES, ITS FRANCHISEES OR LICENSEES, AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING FOR THE INDIRECT LOSS OF PROFIT, REVENUE, OR DATA) ARISING OUT OF OR RELATING TO THESE TERMS AND CONDITIONS, SPONSOR'S OPERATION OF THE COUPON or any OTHER BENEFITS, HOWEVER CAUSED, AND UNDER WHATEVER CAUSE OF ACTION OR THEORY OF LIABILITY BROUGHT (INCLUDING UNDER ANY CONTRACT, NEGLIGENCE, OR OTHER TORT THEORY OF LIABILITY) EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for damages. Accordingly, some of the above limitations and disclaimers may not apply to you. To the extent we may not, as a matter of applicable law, disclaim any warranty or limit our liability, the scope and duration of such warranty and the extent of our liability will be the minimum permitted under such law.

ALTERNATIVE DISPUTE RESOLUTION (“ADR”). To begin the ADR process, a party first must send written notice of the dispute to the other party for attempted resolution by good faith negotiations within twenty-eight (28) days after such notice is received (all references to "days" in this ADR provision are to calendar days). If the matter has not been resolved within twenty-eight (28) days after the notice of dispute, or if the parties fail to meet within such twenty-eight (28) days, either party may initiate an ADR proceeding as provided herein. The parties shall have the right to be represented by counsel in such a proceeding.

To begin an ADR proceeding, a party shall provide written notice to the other party of the issues to be resolved by ADR. Within fourteen (14) days after its receipt of such notice, the other party may, by written notice to the party initiating the ADR, add additional issues to be resolved within the same ADR.

Within twenty-one (21) days following the initiation of the ADR proceeding, the parties shall select a mutually acceptable independent, impartial and conflicts-free neutral to preside in the resolution of any disputes in this ADR proceeding. If the parties are unable to agree on a mutually acceptable neutral within such period, each party will select one independent, impartial, and conflicts-free neutral and those two neutrals will select a third independent, impartial and conflicts-free neutral within ten (10) days thereafter. None of the neutrals selected may be current or former employees, officers or directors of either party or its affiliates.

No earlier than twenty-eight (28) days or later than fifty-six (56) days after selection, the neutral(s) shall hold a hearing to resolve each of the issues identified by the parties. The ADR proceeding shall take place at a location agreed upon by the parties. If the parties cannot agree on a location, the location shall be in Cook County, Illinois, U.S.A.

At least seven (7) days prior to the hearing, each party shall submit the following to the other party and the neutral(s):

A copy of all exhibits on which such party intends to rely in any oral or written presentation to the neutral;

A list of any witnesses such party intends to call at the hearing, and a short summary of the anticipated testimony of each witness;

A proposed ruling on each issue to be resolved, together with a request for a specific damage award or other remedy for each issue. The proposed rulings and remedies shall not contain any recitation of the facts or any legal arguments and shall not exceed one (1) page per issue. The parties agree that neither side shall seek as part of its remedy any punitive damages.

A brief in support of such party's proposed rulings and remedies, provided that the brief shall not exceed twenty (20) pages. This page limitation shall apply regardless of the number of issues raised in the ADR proceeding.

Except as expressly set forth in subparagraphs (d)(i) - (d)(iv) above, no discovery shall be required or permitted by any means, including depositions, interrogatories, requests for admissions, or production of documents.

The hearing shall be conducted on two (2) consecutive days and shall be governed by the following rules:

Each party shall be entitled to five (5) hours of hearing time to present its case. The neutral shall determine whether each party has had the five (5) hours to which it is entitled.

Each party shall be entitled, but not required, to make an opening statement, to present regular and rebuttal testimony, documents or other evidence, to cross-examine witnesses, and to make a closing argument. Cross-examination of witnesses shall occur immediately after their direct testimony, and cross-examination time shall be charged against the party conducting the cross-examination.

The party initiating the ADR shall begin the hearing and, if it chooses to make an opening statement, shall address not only issues it raised but also any issues raised by the responding party. The responding party, if it chooses to make an opening statement, also shall address all issues raised in the ADR. Thereafter, the presentation of regular and rebuttal testimony and documents, other evidence, and closing arguments shall proceed in the same sequence.

Except when testifying, witnesses shall be excluded from the hearing until closing arguments.

Settlement negotiations, including any statements made therein, shall not be admissible under any circumstances. Affidavits prepared for purposes of the ADR hearing also shall not be admissible. As to all other matters, the neutral(s) shall have sole discretion regarding the admissibility of any evidence.

Within seven (7) days following completion of the hearing, each party may submit to the other party and the neutral(s) a post-hearing brief in support of its proposed rulings and remedies, provided that such brief shall not contain or discuss any new evidence and shall not exceed ten (10) pages. This page limitation shall apply regardless of the number of issues raised in the ADR proceeding.

The neutral(s) shall rule on each disputed issue within fourteen (14) days following completion of the hearing. Such ruling shall adopt in its entirety the proposed ruling and remedy of one of the parties on each disputed issue but may adopt one party's proposed rulings and remedies on some issues and the other party's proposed rulings and remedies on other issues. The neutral(s) shall not issue any written opinion or otherwise explain the basis of the ruling.

The neutral(s) shall be paid a reasonable fee plus expenses. These fees and expenses, along with the reasonable legal fees and expenses of the prevailing party (including all expert witness fees and expenses), the fees and expenses of a court reporter, and any expenses for a hearing room, shall be paid as follows:

If the neutral(s) rule(s) in favor of one party on all disputed issues in the ADR, the losing party shall pay 100% of such fees and expenses.

If the neutral(s) rule(s) in favor of one party on some issues and the other party on other issues, the neutral(s) shall issue with the rulings a written determination as to how such fees and expenses shall be allocated between the parties. The neutral(s) shall allocate fees and expenses in a way that bears a reasonable relationship to the outcome of the ADR, with the party prevailing on more issues, or on issues of greater value or gravity, recovering a relatively larger share of its legal fees and expenses.

The rulings of the neutral(s) and the allocation of fees and expenses shall be binding, non-reviewable, and non-appealable, and may be entered as a final judgment in any court having jurisdiction.

Except as provided in section(i) or as required by law, the existence of the dispute, any settlement negotiations, the ADR hearing, any submissions (including exhibits, testimony, proposed rulings, and briefs), and the rulings shall be deemed confidential information. The neutral(s) shall have the authority to impose sanctions for unauthorized disclosure of confidential information.

All ADR hearings shall be conducted in the English language.

All issues and questions concerning the construction, validity, interpretation and enforceability of the Terms and Conditions, or your or Sponsor's, rights and obligations in connection with the Coupon, shall be governed by, and construed in accordance with, the laws of the State of Illinois, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Illinois, or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Illinois.

These Terms and Conditions constitute the entire agreement between Coupon participants and Sponsor pertaining to the subject matter hereof and supersedes all prior or other arrangements, understandings, negotiations, and discussions, whether oral or written. Sponsor's waiver of any breach of these Terms and Conditions by any participant will not constitute a waiver of any other prior or subsequent breach of these Terms and Conditions. Sponsor's failure to insist upon strict compliance with these Terms and Conditions by any participant will not be deemed a waiver of any rights or remedies the Sponsor may have against that or any other participant. Sponsor may waive compliance with these Terms and Conditions in its sole discretion.

If any provision of these Terms and Conditions is found to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be severed from the remainder of these Terms and Conditions, which will otherwise remain in full force and effect.

Nothing in these Terms and Conditions shall be deemed to exclude or restrict any of your statutory rights as a consumer.

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