

Philips Dental Professional Loyalty Program Terms and Conditions

Effective Date: April 1, 2026

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE PARTICIPATING IN THE PROGRAM.

1. General

The Philips Preferred Partner Program (the "Program") is offered by Discuss Dental Canada LLC, a Philips group company ("Philips"). By participating in the Program, you accept and agree to be bound by these terms and conditions. Philips reserves the right to change these terms and conditions at any time without prior notice. Such changes will apply to future activity and will not retroactively affect previously earned rewards, if any, unless permitted by law.

2. Program Purpose

The Program is designed to reward and recognize our most valued customers. By engaging with Philips and purchasing eligible products, customers unlock exclusive benefits – including complimentary standard shipping, year-end rebate credits, and high impact office merchandising materials—designed to enhance convenience, value, and the overall customer experience.

3. Program Structure

The Program features two benefit tiers based on total qualifying spending each calendar year and the following rewards:

3.1 Sapphire Tier

Customers who meet the annual spending threshold of \$5,000 to \$9,999 in eligible purchases qualify for Sapphire status and receive:

- Complimentary standard shipping on all orders
- 2% year-end account credit based on total eligible annual purchases

3.2 Diamond Tier

Customers who meet the annual spending threshold of \$10,000 or more in eligible purchases qualify for Diamond status and receive:

- Complimentary standard shipping on all orders
- 6% year-end account credit based on total eligible annual purchases

Customers in both Sapphire and Diamond tiers will also receive a plaque to display in their office, showing they are part of the Philips Preferred Program.

Spending and qualifying purchase thresholds are based on annual purchases of Philips Dental Professional Sonicare and Zoom! Whitening products, available at https://www.b2bshop.philips.com/philipsb2bstorefront/us36-05/en_CA/CAD/login?org=dental. Such pricing may change from time to time.

4. Eligibility

- 4.1. The Program is open to licensed dental professional customers and their associated child offices with a valid email address and active customer account with Philips.
- 4.2. Only one account per dental office is permitted. Accounts may not be shared or transferred between offices. Accounts with multiple office locations may combine their total spend to qualify for complimentary shipping benefits. However, rebate amounts cannot be pooled and will be issued separately to each participating office based on each office's annual spend.
- 4.3. The Program is valid only for offices not participating in any other rebate, discount, or benefit program with Philips, including but not limited to individual offices within Dental Service Organizations that earn separate rebates or benefits.
- 4.4. Dental students and consumers are excluded from participation in the Program.
- 4.5. The program is limited to dental offices purchasing Philips products for in-office patient resale as well as in-office patient treatments and expressly excludes all online resellers.
- 4.6. Philips reserves the right to verify eligibility and may request appropriate documentation.

5. Participation in the Program

5.1 Enrollment

No enrollment is necessary. All eligible customers are automatically enrolled and able to earn benefits upon meeting eligibility and purchase requirements.

5.2 Earning Rebate Credits

- 5.2.1. Members earn rebate credits based on eligible dollars spent on qualifying products during the calendar year.
- 5.2.2. Purchases are automatically tracked when members shop using their registered account through authorized channels: the Philips Dental Professional ProShop (www.philips.ca/proshop), through their local Philips sales representative, or through Philips Customer Service (800-278-8282).
- 5.2.3. Only purchases made through the authorized channels specified in paragraph 5.2.2 qualify toward Program benefits.

5.3 Redemption

- 5.3.1. Eligible Sapphire and Diamond tier members receive complimentary standard shipping automatically on qualifying orders.
- 5.3.2. Year-end rebate credits are issued annually each January based on the prior calendar year's eligible purchases. Note that rebates will be issued only when the rebate amount due for an individual office meets a minimum threshold of \$5.00. Amounts below this minimum will not be credited.
- 5.3.3. Rebate credits may be applied toward the purchase of eligible Philips products within the year issued. When redeeming rebate credits, Philips will apply the oldest available rebate credits first. Any rebate credits not redeemed by December 31 of the year of issuance will automatically expire and will no longer be available for use. Rebate credits are also subject to expiration upon termination or ineligibility.

6. Qualifying Purchases

- 6.1. Rebate credits and tier qualification apply only to purchases of eligible products made through authorized channels as specified in paragraph 5.2.2.
- 6.2. Taxes, shipping fees, discounts, promotional credits, and other non-product charges do not count towards rebate threshold calculations or rebate credit values unless otherwise expressly stated by Philips.
- 6.3. Returns, refunds, and canceled orders will reduce qualifying purchase totals and may affect tier status and rebate credit amounts.

7. Rebate Credit Terms

- 7.1. Rebate credits are issued to customer accounts annually in January following the calendar year in which qualifying purchases were made.
- 7.2. Rebate credits must be used by the end of the calendar year in which they are issued.
Any unused credits will expire and will not be carried forward.
- 7.3. Rebate credits have no cash value, are non-transferable, and may not be redeemed for cash under any circumstances.
- 7.4. Rebate credit amounts are based solely on qualifying net spend within the calendar year after returns, refunds, and adjustments.
- 7.5. Philips reserves the right to adjust, reduce or reverse rebate credit amounts to reflect returns, cancellations, or other adjustments to qualifying purchases.
- 7.6. Rebate credits are conditional promotional program benefits and do not constitute property, funds, stored value, or sums owed to the customer, and do not give rise to any

vested or ownership right. To the maximum extent permitted by applicable law, rebate credits that expire in accordance with these Terms and Conditions are not subject to unclaimed-property, escheat, or similar laws, and Philips shall have no obligation to remit the value of expired rebate credits to any person or governmental authority.

8. Tier Status and Review

- 8.1. Customer purchases will be reviewed on a quarterly basis to determine tier eligibility.
- 8.2. Once a customer's eligible annual spending meets the applicable tier threshold, the customer becomes eligible for complimentary standard shipping benefits starting the following quarter.
- 8.3. Tier status is determined based on eligible purchases within the calendar year and resets annually on January 1.
- 8.4. Philips reserves the right to audit customer accounts and adjust tier status if discrepancies are identified.

9. Complimentary Standard Shipping

- 9.1. Complimentary standard shipping applies to eligible orders shipped within Canada only.
- 9.2. Philips reserves the right to modify shipping benefits, carriers, and delivery timeframes at any time.
- 9.3. Any delivery dates provided by Philips are estimates only, and Philips shall not be liable for any loss, damage, costs, or expenses for failure to deliver in accordance with estimated delivery dates.

10. Data Protection

- 10.1. By participating in the Program, you agree that Philips may store, process, and use the data collected from your purchases and account activity for administering the Program and processing your rewards.
- 10.2. This data will be treated in conformance with the Philips Privacy Policy, which is available at <https://www.philips.com/a-w/privacy-notice>.
- 10.3. If you wish to have access to information Philips holds concerning you, or if you want to make any changes, please follow the procedures set forth in the Philips Privacy Policy.

11. Program Modifications and Termination

- 11.1. Except where prohibited by law, Philips reserves the right to modify, suspend, or discontinue the Program, or any part thereof, at any time with or without notice.

- 11.2. Philips reserves the right to change tier thresholds, rebate percentages, eligible products, and other Program terms at any time.
- 11.3. Any changes to the Program will apply to future activity and will not retroactively affect any previously earned rewards unless permitted by law.
- 11.4. In the event of Program termination, Philips will honor rebate credits earned prior to termination in accordance with the terms in effect at the time of earning, subject to the expiration provisions in paragraph 7.2.

12. Abuse, Misuse, and Account Termination

- 12.1. Fraud, abuse, misrepresentation, or violation of these Program terms may result in account suspension or termination and forfeiture of all rewards, including earned but unredeemed rebate credits.
- 12.2. Philips reserves the right, at our sole discretion, to prohibit participation by customers who engage in reselling or commercial activities inconsistent with the Program's purpose.
- 12.3. Philips reserves the right to investigate suspicious activity and may request documentation or additional information to verify compliance with Program terms.
- 12.4. Any determination by Philips regarding abuse, misuse, or violations shall be final and binding.
- 12.5 If a customer becomes ineligible to participate in the Program or Philips terminates a customer's participation, any unused rebate credits will automatically expire and will no longer be available for use, except to the extent otherwise required by applicable law.

13. Limitation of Liability

- 13.1. These terms and conditions set out the full extent of Philips' obligations and liabilities with respect to the Program.
- 13.2. Program Administration. PHILIPS SHALL NOT BE LIABLE FOR ANY FAILURE, INTERRUPTION, DELAY, ERROR, OR INACCURACY IN THE ADMINISTRATION OR OPERATION OF THE PROGRAM, INCLUDING WITHOUT LIMITATION THE TRACKING OF PURCHASES, CALCULATION OF REBATE CREDITS, TIER STATUS DETERMINATIONS, OR AVAILABILITY OF PROGRAM BENEFITS, DUE TO CAUSES BEYOND PHILIPS' REASONABLE CONTROL. Philips shall have no liability or obligation with respect to rebate credits that expire or are no longer available in accordance with these terms and conditions.
- 13.3. Exclusion of Certain Damages. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL PHILIPS BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF BUSINESS, LOSS OF DATA, LOSS OF GOODWILL, LOSS OF REPUTATION, OR FOR ANY

INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, ARISING OUT OF OR RELATING TO THE PROGRAM, THESE TERMS AND CONDITIONS, OR ANY PROGRAM BENEFITS, REGARDLESS OF THE THEORY OF LIABILITY (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), CIVIL LIABILITY, STRICT LIABILITY, WARRANTY, OR OTHERWISE), EVEN IF PHILIPS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

- 13.4. Aggregate Liability Cap. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, PHILIPS' TOTAL, AGGREGATE, AND CUMULATIVE LIABILITY ARISING OUT OF OR RELATING TO THE PROGRAM OR THESE TERMS AND CONDITIONS SHALL NOT EXCEED THE TOTAL AMOUNT OF REBATE CREDITS OR OTHER PROGRAM BENEFITS ACTUALLY EARNED BY THE CUSTOMER UNDER THE PROGRAM DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.
- 13.5. Time Limitation on Claims. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ANY CLAIM ARISING OUT OF OR RELATING TO THE PROGRAM OR THESE TERMS AND CONDITIONS MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CLAIM ACCRUES, OR SUCH CLAIM SHALL BE PERMANENTLY BARRED.
- 13.6. Nothing in these terms shall limit or exclude Philips' liability for death or personal or bodily injury caused by Philips' negligence, for fraud, or for any liability which cannot be excluded by law.

14. General Terms

- 14.1. Neither Philips' failure nor your failure to enforce any provision of these terms constitutes a waiver of such provision. Such failure shall in no way affect the right to later enforce such provision.
- 14.2. The invalidity or unenforceability of any provision of these terms shall not adversely affect the validity or enforceability of the remaining provisions.
- 14.3. These terms and conditions shall be governed by and construed in accordance with the laws of the province in which your dental office is located.
- 14.4. Program benefits are void where prohibited by law.

15. Contact Information

For questions regarding the Program, please contact:

Philips Customer Service

Telephone: 800-278-8282

E-mail: POHC.customerservice@philips.com

Website: www.philips.ca/oralhealthcare

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