

## ACCU-CHEK LOYALTY PROGRAM – PORTAL PARTICIPATION TERMS & CONDITIONS

### Roche Diabetes Care India Private Limited (“RDC INDIA”)

Welcome to the official Accu-Chek Trade Loyalty Program platform <https://roche.rewardzpromo.com/OutletLogin.aspx> (the “Portal”). By accessing, logging into, or using this Portal, or by participating in the Accu-Chek Loyalty Program (the “Program”), the registered retail outlet (“Retailer”) explicitly agrees to be bound by these Terms and Conditions along with such other terms, documents, and policies updated from time to time. If you do not agree to these terms in full, you do not have permission to access the contents of this Portal and should cease using this Portal immediately.

#### 1. Purpose & Eligibility Criteria

- a) This Program is an ongoing trade initiative for registered retail pharmacies based on their verified monthly purchases of Accu-Chek range of Products as communicated from time to time (“Accu-Chek Products”). The Retailer explicitly acknowledges that eligibility for earning Points applies solely to verified purchases of specified Accu-Chek Products.
- b) Access to the Portal is granted strictly upon successful review and approval of the onboarding application.
- c) Logging into or using the Portal constitutes absolute and unconditional acceptance of these Terms and Conditions.
- d) Program participation is strictly restricted to retail outlets dispensing products directly to end consumers. The Retailer warrants that all Accu-Chek Products for which invoices are submitted are intended strictly for retail sale to individual consumers. All submitted purchases will be evaluated, and RDC India’s decision regarding eligibility and participation shall be final.
- e) By participating, the User represents that they have reached the age of majority, are of sound mind, and have the necessary corporate authority to bind the retail entity.
- f) Registration must be completed via authorized channels and remains subject to the RDC India's absolute right to approve, reject, suspend, or terminate any account at its sole discretion.

#### 2. Loyalty Points, Performance Slabs & Reward Mechanics

- a) “Points” are non-monetary points awarded strictly based on verified monthly purchase invoices of Accu-Chek Products. They hold zero cash value, cannot be exchanged for cash, and serve solely to qualify the Retailer to claim items from the active reward catalogue. Under no circumstances will cash be provided in lieu of rewards.
- b) The term “Rewards” shall mean and encompass the specific merchandise, product options, digital gift cards, or e-vouchers, made available for redemption on the Portal's

active catalogue. Rewards are strictly promotional in nature, carry no face value in currency, and are subject to other special terms and conditions as defined on the Portal.

- c) Points are calculated using tiered performance structures ("**Slabs**") hosted on the Portal and updated on the Portal for the applicable Accu-Chek Products. Accumulating the baseline threshold within these active Slabs is a mandatory prerequisite enabling the Retailer to redeem items from the Reward catalogue. The explicit details regarding Slab milestones, eligibility rules, and associated terms and conditions are hosted under the "Slabs" tab directly within the Portal. Purchases of any other product lines or ranges are strictly excluded from point calculations.
- d) The maximum number of Points a Retailer can accumulate in a particular Program Slab is strictly capped at the highest available tier level of the concerned active Program Slab structure hosted on the Portal. Verified purchase volumes that exceed the maximum threshold of the highest tier within the applicable Program Slab as mentioned in the concerned Program Slab shall not qualify for any additional point accrual.
- e) The transaction history, point logs, and Slab milestones visible on the Portal dashboard are generated automatically. In the event of any discrepancy, the system-generated records displayed on the Portal shall prevail and be treated as final. Any decision regarding eligibility, point validation, or reward structures shall be at the sole discretion of RDC INDIA.
- f) Points accumulated can be redeemed until the expiry of the Program and cannot be revalidated upon the expiry of the Program. RDC India will give due intimation regarding the expiry of Program. Points and Portal access credentials are strictly non-transferable and non-assignable under any circumstances.
- g) Point redemption is limited strictly to items available in the designated Reward catalogue provided on the Portal at the time of redemption, and is subject to availability. The said catalogue is merely representative in nature and does not constitute an offer of any kind but is an invitation to offer. Pictures of items shown are merely illustrative and may vary from the actual goods received.
- h) If income-tax or other taxes are deductible at source under laws and regulations in effect from time to time in relation to the rewards given under this Program, RDC INDIA may deduct such taxes and deposit them with the Government within the legally prescribed timelines.
- i) These Participation Terms & Conditions shall be read in complete conjunction and harmony with the Onboarding Application, and any other guidelines, rules, structures, policies, operational parameters, or updates hosted on the Portal, or any other terms communicated by RDC INDIA from time to time.

### **3. Portal Access, Security & Platform Restrictions**

- a) Access to the digital platform, tracking dashboard, and reward catalogue is strictly tied to the Retailer's registered mobile number via a secure One-Time Password (OTP) system. Only one account per registered mobile number is permitted unless otherwise approved.
- b) The Retailer is solely responsible for maintaining the strict confidentiality of login

credentials and OTPs. Multiple logins, sharing of OTP access credentials, or permitting unauthorized third parties to manage the dashboard are strictly prohibited and constitute a material breach.

- c) The Retailer explicitly agrees not to engage in any activity that disrupts, tampers with, or misuses the Portal, its data, or its underlying infrastructure. Any unauthorized attempt to manipulate the platform, bypass access security, or extract portal data shall be treated as a material breach, resulting in immediate termination of Portal access and forfeiture of all reward.
- d) The Retailer agrees that any feedback, comments, or support queries submitted via the Portal shall be non-confidential, and RDC INDIA shall be free to use such information on a royalty-free, perpetual basis for operational improvement.

#### **4. Logistics, Returns, and Fulfilment Policies**

- a) Physical rewards will be shipped to the Retailer's onboarding registered address, while gift vouchers, digital coupons, or electronic rewards will be delivered to the registered email ID and mobile number provided at the time of ordering. The Retailer must ensure all delivery details, telephone numbers, and landmarks are fully accurate.
- b) The Retailer must report the non-receipt of a processed reward within 30 calendar days for physical rewards, and within 7 calendar days for gift vouchers, digital coupons, or electronic rewards, from the date of the order by contacting customer helpdesk provided on the Portal. If a complaint is received after the stipulated durations mentioned above, the item will be deemed successfully delivered.
- c) Gift vouchers, digital coupons, or orders delivered electronically cannot be canceled, returned, or exchanged under any circumstances.
- d) For any defects, malfunctions, or issues arising upon receipt or delivery of Rewards, or for any deficiencies in services, the Retailer must claim the product warranty directly with the manufacturer or take up the issue directly with the respective service provider.
- e) In the event of any conflict, discrepancy, or dispute concerning reward tracking, order fulfillment, delivery statuses, or electronic vouchers, RDC INDIA shall act as the final, absolute authority. Its decision shall be conclusive and binding on the Retailer.

#### **5. Healthcare Professional (HCP) Conflict of Interest**

- a) The Retailer explicitly represents and warrants that the retail outlet is not owned, in whole or in part, by any registered medical professional (Doctor/HCP).
- a) If at any point during the Program's tenure a registered medical professional (Doctor/HCP) acquires any ownership stake or financial interest in the retail outlet, the Retailer must immediately declare this status to RDC INDIA.
- b) RDC INDIA retains the absolute right to perform continuous compliance screening. Discovery of an undeclared HCP interest will result in immediate exclusion from the program and the automatic forfeiture of all accumulated points.

#### **6. Program Modifications**

- a) RDC INDIA reserves the absolute right to change, suspend, cancel, or terminate the

Program, or modify these Terms & Conditions, rewards, and Slabs at any given point in time without prior notice.

- b) Any such modifications, amendments, or updates may be posted directly on the Portal. The Retailer is responsible for regularly reviewing information posted online, and continued access to the platform or participation in the Program constitutes absolute and unconditional acceptance of the modified terms.
- c) In the event of any conflict, query, or dispute arising out of such program modifications, suspensions, or amendments, RDC INDIA shall have the final call, and its decision shall be absolute, conclusive, and binding.

## **7. Data Privacy**

- a) By participating in the Program, the Retailer provides explicit, voluntary, and unambiguous consent for the collection, storage, sharing, and processing of its business, personal, statutory, and trade purchase invoice data. All data collection and processing activities are restricted strictly to the onboarding, administrative management, transactional validation, automated point tracking, and reward fulfillment of this Program.
- b) In strict accordance with the Digital Personal Data Protection (DPDP) Act, 2023 and its underlying rules, data processing is handled safely, lawfully, and transparently. Any third-party service provider acts strictly as an authorized Data Processor, executing operations solely on behalf of and under the explicit directions of RDC INDIA as the primary data entity.
- c) RDC INDIA and its designated Data Processor shall deploy necessary technical, administrative, and organizational security safeguards to protect corporate identity information and purchase records against unauthorized access, accidental loss, data breaches, or manipulation. Data will not be shared with unauthorized third parties outside the operational scope of program execution unless required under lawful governance or statutory mandates.
- d) Under applicable regional privacy guidelines, the Retailer maintains explicit data rights. Retailers may contact the dedicated data protection office at **india.dcdataprivacy@roche.com** to request access to their corporate profile records, execute necessary data rectifications, or initiate a withdrawal of consent. The email address provided shall also serve as the primary Grievance Redressal mechanism under the DPDP Act. Retailers understand that a withdrawal of data or contact details may hinder portal accessibility and result in account deactivation.

## **8. Liability Disclaimers, Audits, & Indemnity**

- a) The Portal, its infrastructure, and all content are provided on an "AS IS" and "AS AVAILABLE" basis. RDC INDIA and the managing service provider disclaim any and all liability for platform downtime, system errors, network failures, routine maintenance, or delayed OTP delivery.
- b) RDC INDIA explicitly disclaims any and all statutory, express, implied, or contractual

representations, warranties, conditions, or liabilities regarding third-party manufacturers' defects, performance discrepancies, or any structural or operational deficiencies in the Rewards, merchandise, or services listed in the catalogue. All product warranties, claims regarding defects, or service-related shortfalls must be pursued directly and exclusively by the Retailer against the specific item's manufacturer or the direct provider of those services. The absolute decision to repair, replace, or resolve any such deficiencies lies solely with the respective brand or third-party service provider, whose determination shall be final, conclusive, and legally binding on the Retailer.

- c) RDC INDIA disclaims all liability for delayed reward deliveries, tracking failures, or logistics bottlenecks caused by courier handling, third-party transportation, or supply constraints.
- d) The Retailer agrees to cooperate fully with regular sample-based audits and verification checks (including the mandatory submission of invoices, proof of purchase, and batch number tracking) conducted by RDC INDIA to prevent Program misuse. Any tampering with the Portal, misrepresentation, or fraudulent activity shall result in immediate account suspension, point cancellation, and the absolute forfeiture of all accumulated Loyalty Points and Rewards. If an audit reveals that a Retailer has mistakenly or fraudulently been credited with points, or has received a Reward under false purchase invoices, RDC INDIA retains the explicit right to set off, deduct, or reverse those points from the Retailer's active balance, or suspend subsequent reward disbursements until the value is fully reconciled to RDC INDIA's satisfaction.
- e) The Retailer hereby agrees to defend, indemnify, and hold completely harmless RDC INDIA, its parent companies, affiliates, designated third-party service provider managing the Portal, directors, officers, employees, and authorized agents from and against any and all losses, liabilities, claims, damages, demands, suits, actions, proceedings, expenses, costs, or statutory penalties (including reasonable attorneys' fees and legal disbursements) arising out of, resulting from, or in connection with: (i) any breach or non-performance of these Terms and Conditions or accompanying policies by the Retailer; (ii) any user content, invoices, or documentation submitted via the Portal; or (iii) any fraudulent misconduct, misrepresentation, or willful negligence by the Retailer or its personnel.

#### **9. Force Majeure, Severability, & Dispute Resolution**

- a) In the event that performance is delayed or prevented due to a Force Majeure event, all obligations shall remain suspended for the duration of such event, and no party shall be held liable for non-performance.
- b) If any term, article, or condition in these Terms is found to be illegal, invalid, or otherwise unenforceable under applicable law, it shall be severed and deleted, and the remaining terms shall survive, remain in full force and effect, and continue to be binding.
- c) These terms, portal usage, and any disputes arising directly from the Program are governed exclusively by the laws of India, subject to the exclusive jurisdiction of the courts at Mumbai, India.