

# Emergency Medical Products Online Loyalty Rewards Program Terms and Conditions

By participating in the Emergency Medical Products online loyalty rewards program (the “Program”), member agrees to the terms and conditions, rules, regulations, policies, and procedures of the program. Each member is responsible for remaining knowledgeable about the program terms and conditions.

## Membership Eligibility and Terms

- No purchase is necessary to enroll in the Program. Membership in the program is free.
- An email address is required for a member to receive Emergency Medical Products’ online loyalty rewards program communications.
- Membership allows the ability to earn loyalty points on certain purchases or behaviors, and redeem loyalty points on future online purchases.
- From time to time, special offers will be made available for members.
- Loyalty points are not transferable to any other individual or entity.
- Emergency Medical Products reserves the right to cancel any membership for which it has incomplete, inaccurate, false or fictitious information, and all loyalty points earned will be forfeited.

## Earning Points

- Points are awarded for the online purchase of certain loyalty branded products at published list prices. For a complete list of participating brands, see our FAQs at [www.buyemp.com](http://www.buyemp.com)
- Typical point awards are between 1 point and 3 points for every dollar spent on loyalty brands. See specific product pages for exact point details.
- Points will only be eligible for review and subsequent approval until such time as the product has shipped complete. Partial shipments will not be reviewed for approval until shipped complete.
- It may take up to 45 calendar days for points to be approved and reflected in member’s online loyalty information page.
- Points cannot be used on same day purchases.
- Points can only be earned on online purchases.
- Points expire on a rolling twelve month basis from the date of approval.
- Emergency Medical Products reserves the right to add or delete items eligible for loyalty point’s issuance at any time, at its sole discretion, without notice.
- On a return, the loyalty points associated with that return will be deducted from the member’s loyalty points’ balance.

## Redeeming Points

- For every 500 points earned and approved, member will be eligible for \$10 discount that can be used on future online purchases.
- Points can only be redeemed in 500 point increments, i.e., 500, 1000, 1500, etc.
- Eligible points can be redeemed online during the checkout process and the cash value will be deducted from the order amount due.
- In the event member has earned points eligible for redemption, a “rebate” may be requested in lieu of an online deduction.
- The rebate will be in the form of a paper check, and will only be issued using the name and address we have on file for the specific member requesting the rebate. The rebate check will be delivered via first-class U.S. mail.
- Rebate requests must be sent in writing to:

Emergency Medical Products  
5000 Tuttle Crossing Blvd.  
Dublin, OH 43016  
Attn: EMP Digital Marketing

- Please allow four to six weeks for processing of rebate request.
- Emergency Medical Products reserves the right to change, eliminate, or terminate the loyalty point earning and redemption procedures and offerings at any time, at its sole discretion, without notice.

### **Safe Harbor**

- Member acknowledges that the points awarded hereunder may constitute a discount on the price of Items purchased. The parties intend that any discount comply with the criteria set forth in 42 C.F.R. § 1001.952(h) (the "discount safe harbor"). Because the cost of items purchased may be reimbursable, in whole or in part, by Medicare, Medicaid, or other federal health care programs, Emergency Medical Products hereby notifies member that member may have an obligation to report such discounts and to provide, upon request by the Secretary of the U.S. Department of Health and Human Services or a state or federal agency information provided to member by Emergency Medical Products regarding the points hereunder. In the event member receives such a request, Emergency Medical Products shall provide additional information to member upon request consistent with the requirements of the discount safe harbor. Emergency Medical Products shall refrain from doing anything that would impede member from meeting any obligation member has to report the discounts made available under this Agreement.

### **Cancellation, Termination and Modification Policy**

- Membership and benefits are offered at the discretion of Emergency Medical Products and its affiliates. Emergency Medical Products may terminate the Program at any time or to change the terms and conditions, rules, regulations, policies and procedures ("Program Rules"), benefits, conditions of participation or reward levels, in whole or in part, at any time, with or without notice, even though changes may affect the value of the points already earned or accumulated..
- Upon termination of the program, member forfeits any loyalty points that have not been redeemed.
- Membership and participation in the Program is subject to any Program Rules that Emergency Medical Products may, at its discretion, adopt from time to time. The terms of the Program Rules control your membership and participation in the Program and no covenants at law or in equity shall be implied or incorporated. Emergency Medical Products has the sole right to interpret and apply the Program Rules.
- Terms and Conditions, including changes, for the program will be posted on the [www.buyemp.com](http://www.buyemp.com) website.

### **Member Privacy Policy**

- Emergency Medical Products' privacy policy and standards will apply. See our privacy policy at [www.buyemp.com](http://www.buyemp.com)

### **Release of Liability**

- Member releases Emergency Medical Products and affiliate entities, and their respective officers, directors, employees and agents from and against any and all liability relating to member's Program membership, use or redemption of points or this agreement.

### **Other Terms**

- Not valid where prohibited by law or in transactions in which rebates are prohibited.
- Membership application and use of the rebate constitutes member's confirmation that the redemption is in compliance with the member's legal obligations under state and local reimbursement laws and policies.

- No points earned or granted under the Program may be transferred or assigned except as expressly permitted by Emergency Medical Products in writing or under programs fully authorized and/or sponsored by Emergency Medical Products.
- The points earned hereunder cannot be combined with any other rebate or coupon, free trial, or similar offer except as expressly permitted by Emergency Medical Products in writing or under programs fully authorized and/or sponsored by Emergency Medical Products.
- Purchases that do not originate on the [www.buyemp.com](http://www.buyemp.com) website will not be eligible to earn points under the Program.