

# Philips Dental Professional Loyalty Program Terms and Conditions

**Effective Date: April 1, 2026**

**PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY**

## **1. General**

The Philips Dental Professional Loyalty Program (the "Program") is offered by Philips North America LLC ("Philips") to dental customers within the United States. 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. All terms and conditions are subject to applicable federal and state laws and apply except where prohibited by applicable 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 improve the overall customer experience.

## **3. Program Structure**

The Program features two membership tiers based on annual purchase thresholds of Qualifying Products purchased through Authorized Channels, as such terms are defined in Section 5, during the applicable calendar year (the "Annual Purchase Threshold"):

### **Sapphire Partner**

Customers who meet the Annual Purchase Threshold of \$5,000 to \$9,999 qualify for Sapphire Partner status and receive:

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

### **Diamond Partner**

Customers who meet or exceed the Annual Purchase Threshold of \$10,000 qualify for Diamond Partner status and receive:

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

#### **4. Eligibility**

4.1. The Program is open to licensed dental professional customers and their associates with a valid email address and active customer account with Philips. No enrollment is necessary. All eligible customers are automatically enrolled and able to earn loyalty benefits upon meeting the Annual Purchase Thresholds.

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 Annual Purchase Threshold to qualify for complimentary shipping benefits; provided however, rebate credit amounts cannot be pooled and will be issued separately to each participating office based on each office's Annual Purchase Threshold.

4.3. The Program is not valid for offices 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. Students are excluded from participation in the Program.

4.5. The Program is limited to dental offices purchasing Philips products for in-office patient resale and expressly excludes all other resellers or distributors including online.

4.6. Philips reserves the right to verify eligibility and may request appropriate documentation from the dental customer.

#### **5. Qualifying Purchases**

5.1. Annual Spend Thresholds are based on customer purchasing Philips Dental Professional products ("Qualifying Products") during the prior calendar year.

5.2 Eligible purchases are automatically tracked when customer shops using the customer's registered account through authorized channels: the Philips Dental Professional ProShop ([www.proshop.philips.com](http://www.proshop.philips.com)), local Philips sales representative, or Philips Customer Service (800-422-9448) (collectively, "Authorized Channels").

5.3 Only purchases of Qualifying Products made through an Authorized Channel qualify toward Annual Purchase Threshold.

5.4 Taxes, shipping fees, discounts, promotional credits, and other non-product charges do not count towards Annual Purchase Threshold calculations or rebate credit values.

5.5 Returns, refunds, and canceled orders will be deducted from purchase totals for the Annual Purchase Threshold and may affect tier status and rebate credit amounts.

## **6. Redemption**

6.1 Complimentary Shipping. Eligible Sapphire and Diamond tier customers receive complimentary standard shipping automatically on qualifying orders, subject to the shipping terms set forth in Section 8.

6.2 Issuance of Rebate Credits. Rebate credits, if any, are calculated annually based on the customer's qualifying purchases during the prior calendar year and are issued in January of the following year. Rebate credits will be issued only if the total rebate amount for an individual customer meets or exceeds a minimum threshold of five dollars (\$5.00). Amounts below this threshold will not be issued.

6.3 Rebate Credit Expiration. Rebate credits may be redeemed only toward the purchase of Qualifying Products during the calendar year in which they are 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 as described in Section 11.

6.4 No Cash Value; Non-Transferability. Rebate credits are non-cash promotional incentives, have no cash value, are non-transferable, and may not be redeemed, exchanged, or refunded for cash or cash equivalents under any circumstances.

6.5 Adjustments. Philips reserves the right to adjust, reduce, or reverse rebate credit amounts to reflect product returns, order cancellations, pricing corrections, or other adjustments affecting qualifying purchases.

6.6 Nature of Rebate Credits; Unclaimed Property. 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 governmental authority.

## **7. Tier Status and Review**

7.1. Customer's purchases will be reviewed on a quarterly basis to determine tier eligibility.

7.2. Once a customer's eligible spending meets the applicable Annual Purchase Threshold, the customer becomes eligible for complimentary standard shipping benefits starting the following quarter.

7.3. Annual Purchase Threshold status is determined based on eligible purchases within the calendar year and resets annually on January 1.

7.4. Philips reserves the right to audit customer accounts and adjust tier status if discrepancies are identified.

## **8. Complimentary Standard Shipping**

8.1. Complimentary standard shipping applies to eligible orders shipped within the United States of America only and excludes oversized items, special handling, and any items designated by Philips as non-eligible.

8.2. Shipping upgrades, including expedited and overnight shipping, may be available for an additional fee at Philips' then-current rates.

8.3. Philips reserves the right to modify shipping benefits, carriers, and delivery timeframes at any time without prior notice.

8.4. 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.

## **9. Data Protection**

9.1 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.

9.2. This data will be treated in conformance with the Philips Privacy Policy, which is available at [www.philips.com](http://www.philips.com).

9.3 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.

## **10. Program Modifications and Termination**

10.1 Philips reserves the right to modify, suspend, or discontinue the Program, or any part thereof, at any time with or without prior notice.

10.2 Philips reserves the right to change Annual Purchase Thresholds, rebate percentages, Qualifying Products, and other Program terms at any time without prior notice.

10.3 Any changes to the Program will apply to future activity and will not retroactively affect previously earned rewards unless required by law.

10.4 In the event of Program termination, Philips will permit customers to redeem rebate credits earned prior to termination in accordance with the terms in effect at the time of earning, subject to the expiration provisions set forth in Section 6.

## **11 Abuse, Misuse, and Account Termination**

11.1 Fraud, abuse, misrepresentation, or violation of these Program terms may result in account suspension or termination and expiration of all rewards, including earned but unredeemed rebate credits, and, if needed, notification of law enforcement.

11.2 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.

11.3 Philips reserves the right to investigate suspicious activity and may request documentation or additional information to verify compliance with Program.

11.4 Any determination by Philips regarding abuse, misuse, or violations shall be final and binding.

11.5 If a customer becomes ineligible to participate in the Program or Philips terminates a customer's participation pursuant to this Section 11, any unused rebate credits will automatically expire and will no longer be available for use, except to the extent otherwise required by applicable law.

## **12. Limitation of Liability**

12.1 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), STRICT LIABILITY, WARRANTY, OR OTHERWISE), EVEN IF PHILIPS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12.2 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.

12.3 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.

12.4 Time Limitation on Claims. 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.

12.5 Mandatory Law. NOTHING IN THIS SECTION 12 SHALL EXCLUDE OR LIMIT LIABILITY TO THE EXTENT SUCH LIABILITY CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW, INCLUDING LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY PHILIPS' NEGLIGENCE OR FOR FRAUD.

### **13. General Terms**

13.1 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.

13.2 The invalidity or unenforceability of any provision of these terms shall not adversely affect the validity or enforceability of the remaining provisions.

13.3 These terms and conditions shall be governed by and construed in accordance with the laws of the state in which your customer's office is located.

13.4 Program benefits except to the extent prohibited by applicable law.

### **14. Contact Information**

For questions regarding the Program, please contact:

**Philips Customer Service**

Telephone: 800-422-9448

E-mail: [POHC.customerservice@philips.com](mailto:POHC.customerservice@philips.com)

Website: [www.proshop.philips.com](http://www.proshop.philips.com)

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