# GALDERMA CAREConnect TERMS AND CONDITIONS

#### **PROGRAM DETAILS:**

The Galderma<sup>®</sup> **CARE**Connect<sup>™</sup> Program ("Program") and Galderma<sup>®</sup> **CARE**Connect<sup>™</sup> Patient Savings Card ("Card") is brought to you by Galderma Laboratories, L.P. ("Galderma"). The Program is only available at participating pharmacies for patients with commercial insurance or patients without insurance. Patients who are enrolled in state or federal government-run or government-sponsored healthcare plan can not participate in the Program. Any claim under the Program must be submitted by participating pharmacies to one of the Administrators of the Program.

The Program is subject to applicable state and federal law and is void where prohibited by law, rule, or regulation. In the event a lower cost generic drug that the FDA has designated as a therapeutic equivalent product is available for one of the Galderma products covered by the Program, or if the active ingredient of a Galderma product is available at a lower cost without a prescription, this offer will become void in California and Massachusetts with respect to the Galderma product.

This Program may provide savings on out-of-pocket expenses on included Galderma products, as described below and at <u>www.galdermacc.com</u>. If you have valid prescriptions for more than one Galderma product, the copay expenses and savings apply to each product. This Card, under the terms as provided herein which are subject to change, is potentially valid for up to 15 uses in a single calendar year per included Galderma product and each 30 day supply counts as 1 use. Limit one (1) Card per patient. The Card may not be used multiple times for a single 30 day supply nor may the Card be combined with any other savings, eVoucher, discount, or similar offer. The number of uses out of the 15 potential uses will depend on when the first 30 day supply is filled at a participating pharmacy. Use of this Card does not obligate you to use or to continue using any Galderma product.

You may use this Card at any participating pharmacy located in the United States. While many pharmacies nationwide participate in Program, it is the responsibility of patients to verify copay expenses, savings, and whether their selected pharmacy participates in the Program. This Card may not be combined with any savings, discount, free trial, or other similar offer for the same prescription. This Card is not transferable and is void if reproduced. This Card is not health insurance. This Card has no cash value and will not be accepted outside of participating pharmacies in the United States.

Please visit <u>www.galderma.com/us/your-privacy</u> for our privacy practices. Use of this Card is subject to applicable state and federal law, and is void where prohibited by law, rule, or regulation.

### **TERMS AND CONDITIONS:**

**Out-of-pocket expenses:** Eligible commercially insured patients and patients without insurance are responsible for paying out-of-pocket expenses as indicated at <u>www.galdermacc.com/pricing-information</u> and any amount that exceeds the Galderma payment for each prescription at a participating pharmacy. This Card, under the terms as provided herein and which are subject to change, is potentially valid for up to 15 uses in a single calendar year per included Galderma product and each 30 day supply counts as 1 use. The Card may not be used multiple times for a single 30 day supply nor may the Card be combined with any other savings, discount, eVoucher, or similar offer. The number of uses out of the 15 potential uses that a patient may be able to utilize will depend on when the first 30 day supply is filled at a participating pharmacy. The offer available through this Program may not be the best offer available and is subject to change at any time (e.g., savings and Galderma products available under the Program are subject to change).

### GALDERMA CAREConnect TERMS AND CONDITIONS

Use of this Card may be subject to limitations imposed by your health insurer and by state or federal law. This Card is not valid where prohibited by law or by your health insurer. For example, in the event a lower cost generic drug that the FDA has designated as a therapeutic equivalent product is available for one of the Galderma products covered by the Program, or if the active ingredient of a Galderma product is available at a lower cost without a prescription, this offer will become void in California and Massachusetts with respect to the Galderma product.

**Patient Instructions:** You must present this card to the pharmacist along with your prescription each time you fill your prescription to participate in the Program. While many pharmacies nationwide participate in Program, you must verify copay expenses, savings, whether your selected pharmacy participates in the Program, and benefits the participating pharmacy offers under the program.

If you have any questions regarding your insurance eligibility or benefits, please contact your insurance provider and/or pharmacist. For questions regarding any participating pharmacies, processing claims, or to discontinue participation in the Program, you may call:

- 833-613-2333, in the Brightscrips network.
- (855) 280 0543, in the McKesson network.

If you have trouble finding a participating pharmacy that is able to provide Not Covered / Cash benefits under the Program, please call 833-613-2333.

This Card has no cash value and there are no membership fees. Use of this Card does not obligate you to use or to continue to use any Galderma product. You may not use this Card if prohibited by your insurer. You are responsible for any reporting for the use of this Card as required by your insurer. By using this Card, you acknowledge that you currently meet the following eligibility criteria:

- You are certifying that: you understand and will comply with the Program rules, regulations, and terms and conditions
- You have a valid prescription (e.g., 30, 60, 90 day supply) for a Galderma product with a benefit in the Program;
- You have no insurance or are subject to a private insurance copay requirement for your prescription;
- You are not enrolled in Medicare Part D, Medicaid, Medigap, VA, DoD, TriCare, or any other government-run or government-sponsored health care program;
- You are at least 18 years old; and
- You reside in the United States.

**Pharmacist Instructions:** When you accept/use this Card, you are certifying that you have not submitted and will not submit a claim for reimbursement under Medicare Part D, Medicaid, Medigap, VA, DoD, TriCare or any other state or federal government-run or government-sponsored health care program with a pharmacy benefit for this prescription. You also agree not to submit a claim for an included Galderma product if you substitute/exchange this included Galderma product for another pharmaceutical drug product or device. Galderma reserves the right to review all claims submitted by the Pharmacy, at any time, for compliance with the Program. Upon request from Galderma, pharmacies agree to send to Galderma and allow Galderma to audit any documents and any data related to claims submitted under the Program for the previous 24 months. As such, pharmacies should maintain purchasing, transfer, and claim records. Filing claims with this Card indicates that you agree with, understand, and will comply with the Program rules, regulations, and the terms and conditions which are set forth herein and at <u>www.galdermacc.com</u>. By accepting/using this Card, you also acknowledge and agree to/that:

# GALDERMA CAREConnect TERMS AND CONDITIONS

- Submit transaction to Brightscrips RxBin 022816 or McKesson RxBin 610524.
- If primary commercial prescription insurance exists, input Card information as secondary coverage and transmit using the COB segment of the NCDPDP transaction. Applicable discounts will be displayed in the transaction response. It is a violation of the terms and conditions to intentionally fail to run primary commercial prescription insurance.
- Acceptance of this Card and your submission of claims for the Program are subject to terms and conditions here and the LoyaltyScript<sup>®</sup> program Terms and Conditions posted at <u>www.mckesson.com/mprstnc</u> and <u>https://brightscrip.com/tc/gld</u>.
- Patient is not eligible if prescriptions are paid in part or full by any state or federally funded programs, including but not limited to Medicare Part D, Medicaid, Medigap, VA, DoD, TriCare, or any other government-run or government—sponsored health care program or where prohibited by law.
- If you are filling a prescription in the states of California or Massachusetts, in the event a lower generic drug that the FDA has designated as a therapeutically equivalent product becomes available for one of the Galderma products covered by this Card, or if the active ingredient of a Galderma product is available at a lower cost without a prescription, this offer is void with respect to that Galderma product and you agree not to apply this Card to any discount or savings to such patient under the Program for such Galderma product.
- If you have trouble applying the Galderma CAREConnect rebate card, please remove all offers and resubmit.

For questions regarding setup, claims transmission, patient eligibility, or other issues call Brightscrips at 833-613-2333 or LoyaltyScript<sup>®</sup> (McKesson) at 855-280-0543, (8:00AM-8:00PM EST, Monday-Friday).

**GALDERMA LEGAL:** Galderma Laboratories, L.P. reserves the right to rescind, revoke, or amend these terms and conditions at any time and to deny payment or demand repayment for noncompliance with these terms and conditions.

**Venue:** Acceptance and participation in the Program and/or the use of this Card constitutes an agreement with Galderma in Texas and the transactions underlying the participation in the Program and use of this Card is performable for all purposes in Texas. By participating in the Program and using this Card, you agree that the transaction has a reasonable relationship to the State of Texas in that, among other things, this Card and the Program originated from the State of Texas and Galderma will perform a substantial part of its respective obligations in the State of Texas. It is agreed that the exclusive venue for any dispute arising out of participation in the Program and/or this Card is a state or a federal court of competent jurisdiction in Dallas County, Texas. By participating in Program and using this Card, you irrevocably and unconditionally submit to the exclusive jurisdiction of a state or a federal court in Dallas County, Texas.

**Governing Law:** You consent to the Program and the use of this Card being governed by and interpreted in accordance with the substantive laws of the State of Texas without regard to its conflict of law principles.

You are encouraged to report negative side effects of prescription drugs to the FDA. Visit <u>www.FDA.gov/MedWatch</u> or Call 1-800-FDA-1088.

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