Express Scripts, Inc. v. Walgreen Co.

# EXHIBIT 6

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At Walgreens, our mission is to be the most trusted, convenient multi-channel provider and advisor of innovative pharmacy, health and wellness solutions, consumer goods and services in communities across America.

Unfortunately, our contract renewal negotiations with pharmacy benefit manager Express Scripts, Inc. have been unsuccessful, and as a result, **we will likely not be part of Express Scripts' pharmacy provider network as of January 1, 2012**.

To express your desire to continue to choose Walgreens as your pharmacy provider, please click on the button below that applies to you to show the recommended action to take.

TRICARE Plan Participants Sign The Petition TRICARE Plan Info

Employer-Provided Plan Participants

Employer-Provided Plan Info

Medicare Part D Plan Participants

Medicare Part D Plan Info

Please refer back to this website periodically for more information on how to participate in a plan that includes Walgreens in its network.

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### Issue at a Glance

Walgreens announced on June 21, 2011 that contract renewal negotiations with pharmacy benefit manager Express Scripts, Inc. had been unsuccessful. As a result, we likely will not be part of Express Scripts' pharmacy provider network as of January 1, 2012. That means, beginning next year, Express Scripts' network will no longer include Walgreens pharmacies or Duane Reade stores.

This was not an easy decision to make. Walgreens is committed to providing quality, convenient and cost-effective pharmacy services to our patients, but we cannot continue to deliver these services under the terms and rates Express Scripts offered. As the largest provider in Express Scripts' pharmacy network, we were surprised by their ultimate stance during our talks, which made it clear to us that they no longer had an interest in continuing a meaningful relationship.

As we continue to serve patients whose prescription drug benefit plans use Express Scripts through the rest of 2011, we regret any disruption you may face beginning in 2012. We intend to do all we can to serve our patients.

## Why We Can't Continue With Express Scripts – Because It Does Not Value Community Pharmacy The Way That We Do

We reluctantly reached this conclusion for the following reasons:

- Express Scripts insisted on being able to unilaterally define contract terms, including what does and does not
  constitute a brand and generic drug, which would have denied Walgreens the predictability necessary to reliably
  plan its business operations going forward.
- Express Scripts rejected Walgreens request to be informed in advance if Express Scripts intended to add or transfer a prescription drug plan to a different Express Scripts pharmacy network, and to provide patients with equal access to Walgreens retail pharmacies. Walgreens cannot reliably plan business operations without clear terms, transparency and predictability governing the provider network relationship.

#### The Impact On You

There is no immediate impact. As we continue to serve patients whose prescription drug benefit plans use Express Scripts through the rest of 2011, we regret any disruption you may face beginning in 2012. As you review the portions of the website dedicated to your particular circumstances, we urge you to take the appropriate action outlined in order to ensure that your choice of Walgreens is made known.

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## **TRICARE** Plans

#### A History Of Service

For over 100 years, Walgreens has had the privilege of serving the pharmacy needs of America's active duty and retired personnel and their families. We salute you and all you have done for our country. Today, Walgreens provides our pharmacy services to you as part of the Department of Defense TRICARE program network of pharmacy providers, and we are deeply committed to continuing to serve you.

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#### We Hope To Continue Serving You

To continue serving you, for the past several months, Walgreens has been in contract renewal negotiations with Express Scripts, Inc., the company that administers pharmacy benefits for TRICARE and other health plans. Throughout these negotiations, Walgreens has made many significant offers to Express Scripts.

We offered to lower our current rates with Express Scripts for prescriptions filled on behalf of TRICARE beneficiaries. In fact, under our proposal, the payment rates for TRICARE would have been lower than under Walgreens commercial rates. In addition, Walgreens offered to separate its contract with Express Scripts for TRICARE beneficiaries from all commercial business with Express Scripts so that we would be in a position to continue providing services for all active and retired military personnel. We do not wish for military beneficiaries to be "in the middle" of this issue.

#### Working Hard To Reach Agreement

To date, Express Scripts has rejected all our efforts to reach an agreement that would keep Walgreens in the TRICARE network of pharmacies after December 31, 2011.

Our proposals for TRICARE patients remain on the table, and we would urge Express Scripts to reconsider these offers so that Walgreens may continue to serve our military communities.

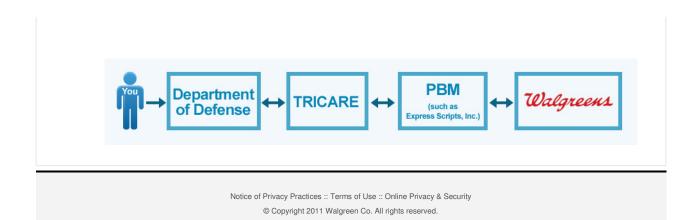
If Express Scripts continues to reject our offers, we pledge to work with you to make any transition after December 31, 2011, as seamless as possible.

#### Sign Our Petition

If continued pharmacy service by Walgreens is important to you and your family, and you want your voice to be heard, please sign this petition.

Let the Department of Defense and Express Scripts, Inc. know that you value the quality and convenience Walgreens strives to deliver each and every day.

| First N  | ame             | Last Name |  |  |  |  |
|----------|-----------------|-----------|--|--|--|--|
| Email    |                 |           |  |  |  |  |
| Zip Code |                 |           |  |  |  |  |
|          | _               |           |  |  |  |  |
|          | SIGNOFIEQUERION |           |  |  |  |  |



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## **Employer-Provided Plans**

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Beginning January 1, 2012, Express Scripts will likely no longer have Walgreens in its network, and Walgreens will not be able to serve patients in employer-provided pharmacy plans that Express Scripts administers.

If you are uncertain as to whether your employer-provided prescription plan is part of the Express Scripts network, you can typically find this information through your employer's Human Resources or Benefits department.

If your employer provides your prescription benefits through the Express Scripts network, you will be able to continue to fill your prescriptions at Walgreens and Duane Reade drug stores through, but not after, Dec. 31, 2011.

Walgreens has convenient prescription refills close to home or at any of our nearly 8,000 locations nationwide and more than 100 locations in Puerto Rico, with the most 24-hour and drive-thru locations of any retail pharmacy. We appreciate having you as a customer and hope to continue to be the destination for all your prescription and healthcare needs.

#### Let Your Voice Be Heard!

- <u>Download customizable</u>
   <u>language</u> to use to mail or hand deliver to your employer's Vice President of Human Resources, or <u>click</u>
   <u>here to send an email</u>. Consult your company's intranet site or phone book to find contact information for your employer's Vice President of Human Resources.
- Ask your co-workers to also sign a copy of the letter and share their voice, too!



Notice of Privacy Practices :: Terms of Use :: Online Privacy & Security © Copyright 2011 Walgreen Co. All rights reserved. Dear Vice President of Human Resources of [insert Company Name here]:

I'd like to let you know that **I Choose Walgreens**, and that I value the care and convenience that my Walgreens pharmacy offers me every day.

I recently learned that Walgreens will not be able to fill my prescriptions under the Express Scripts plan starting in 2012. Will you help me ensure that I'll have the same choice of pharmacies – including Walgreens – that I've come to expect from our company? That way, I won't lose my personal relationship with a pharmacist who knows my health conditions, or have to experience the disruption of a transfer.

Thank you for your time and consideration. Please help me keep my Walgreens.

Sincerely,

[Your signature here, if mailing]

[Insert your printed First Name and Last Name here]

[Insert your Insurance Cardholder's Name here, if different than above]

[Insert your email address here]

[Insert your phone number here]

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| Choose   | Walgreens   | Email<br>Receive updates on how to participat<br>includes Walgreens in its network.<br>View our Online Privacy & Security Police |                           |
| Email Your H                                   | HR Department   |  |                           |
| Your Name: *                                   |   |  |                           |
| Your Email: *                                  |   |  |                           |
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| Subject: *<br>Message: *                       | r onooo magreene  |  |                           |
|  | f Human Resources of [insert Company Name here  | ]:   |                           |
| I would like to let you k<br>me every day.     | know that I Choose Walgreens, and that I value the  | care and convenience that my Wal   | greens pharmacy offers    |
| me ensure that I will have                     | Walgreens will not be able to fill my prescriptions u<br>ave the same choice of pharmacies, including Walg<br>personal relationship with a pharmacist who knows | reens, that I have come to expect f  | rom our company? That     |
| Thank you for your tim                         | ne and consideration. Please help me keep my Wal  | greens.  |                           |
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|  |   |  | SEND EMAIL                |
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## Medicare Part D Plans

#### A Potential Change In 2012

As of January 1, 2012, Walgreens likely will not be part of the Express Scripts, Inc. pharmacy network. Express Scripts, as a pharmacy benefit manager, administers certain Medicare Part D prescription plans.

If you elect to stay in your current plan which may be administered by Express Scripts, you will no longer be able to fill your Part D prescriptions at Walgreens and Duane Reade drug stores.

#### Select a Part D Plan That Includes Walgreens

However, Walgreens will continue to serve most other Part D plans. If you'd like to ensure that you can continue to be able to fill your prescriptions at Walgreens and Duane Reade drug stores with uninterrupted service, you will need to select a different plan that includes Walgreens during the Medicare Annual Election Period from October 15 through December 7, 2011.

#### We Want To Serve You

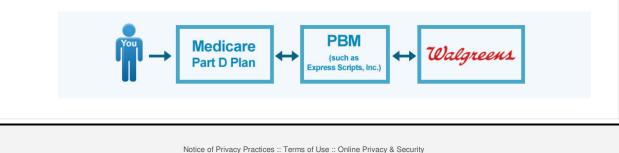
Walgreens has convenient prescription refills close to home or at any of our nearly 8,000 locations nationwide and more than 100 locations in Puerto Rico, with the most 24-hour and drive-thru locations of any retail pharmacy.

Walgreens will contact you in October regarding your Medicare Part D choices. Remember that the dates for the annual election period have changed (October 15 – December 7, 2011).

Click here for a list of Medicare Part D and Medicare Advantage Prescription Drug Plans that are administered by Express Scripts, Inc. As of January 1, 2012, Express Scripts will likely no longer have Walgreens in its network to fill prescriptions under Medicare Part D plans that Express Scripts administers.

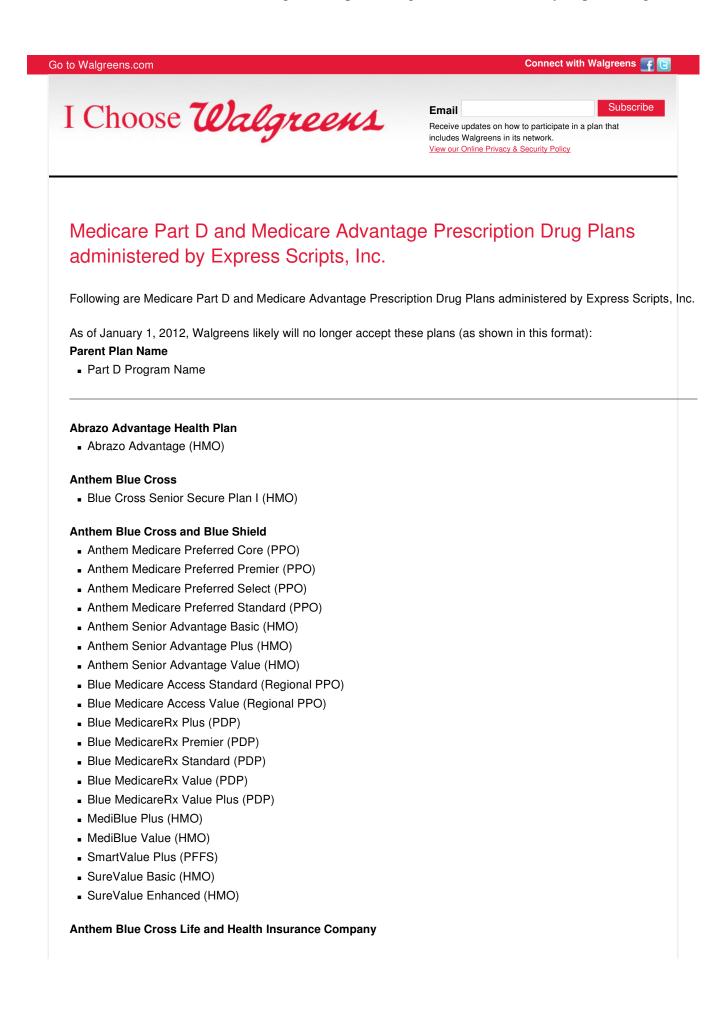
Please speak with your Walgreens pharmacist if you have any questions.

We appreciate having you as a customer and hope to continue to be the destination for all your prescription and healthcare needs.



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Medicare Part D and Medicare Advantage Prescription Drug Plans administered by Expre... Page 1 of 4



- Blue Cross MedicareRx Gold (PDP)
- Blue Cross MedicareRx Plus (PDP)
- Blue Cross MedicareRx Standard (PDP)
- Freedom Blue Plan I (Regional PPO)

#### Banner MediSun

- MediSunONE Classic (HMO)
- MediSunONE Plus (HMO)
- MediSunONE Premier (HMO)

#### Blue Cross and Blue Shield of Louisiana

RxBLUE (PDP)

#### Blue Cross Blue Shield Healthcare Plan of Georgia

- BlueValue Basic (HMO)
- BlueValue Secure (HMO)

#### **Blue Cross Blue Shield of Massachusetts**

- Medicare HMO Blue PlusRx (HMO)
- Medicare PPO Blue PlusRx (PPO)

#### Blue Cross of Idaho

- Flexi Blue (PFFS)
- Secure Blue (PPO)
- True Blue Rx Option I (HMO)
- True Blue Rx Option II (HMO)

#### CareOregon Advantage

CareOregon Advantage Star (HMO-POS)

#### **Chinese Community Health Plan**

CCHP Senior Program (HMO)

#### **Clear One Health Plans**

- Clear One Essentials + Rx Plan (HMO)
- Clear One Explorer + Rx Plan (PPO)
- Clear One Practical Value + Rx Plan (HMO)
- Clear One Premier Traditional + Rx Plan (HMO-POS)

#### Community HealthFirst Medicare Advantage Plan

- Community HealthFirst MA Plan with Pharmacy (HMO)
- Community HealthFirst MA Plan, Enhanced Pharmacy (HMO)
- Community HealthFirst Medicare Advantage Extra (HMO)
- Community HealthFirst Medicare Advantage Premium (HMO-POS)

#### **Empire BlueCross BlueShield**

Empire MediBlue Freedom I (PPO)

- Empire MediBlue Freedom II (PPO)
- Empire MediBlue Freedom III (PPO)
- Empire MediBlue Plus (HMO)
- Empire MediBlue Select (HMO)

#### FirstCare Advantage

- FirstCare Advantage Elite (HMO)
- FirstCare Advantage Gold (HMO)

#### Healthfirst Medicare Plan

- Healthfirst 65 Plus Plan (HMO)
- Healthfirst Increased Benefits Plan (HMO)
- Healthfirst Jade Benefits Plan (HMO)

#### Healthfirst NJ Medicare Plan

- Healthfirst NJ Increased Benefits Plan (HMO)
- Healthfirst NJ Medicare Plus Plan (HMO)

#### Medica HealthCare Plans, Inc.

- Medica HealthCare Plans MedicareMax (PSO)
- Medica HealthCare Plans MedicareMax Direct (PSO)
- Medica HealthCare Plans MedicareMax Value RX (PSO)

#### Medicare y Mucho Más

- Medicare y Mucho Mas BASICO SELECT (HMO)
- Medicare y Mucho Mas ELITE (HMO-POS)
- Medicare y Mucho Mas Unico (HMO)

#### Network Platinum Medicare Advantage Plans

- Network PlatinumPlus Pharmacy (PPO)
- Network PlatinumPremier Pharmacy (PPO)
- Network PlatinumSelect (PPO)

#### **Paramount Elite**

- Paramount Elite Enhanced Medical and Drug (HMO)
- Paramount Elite Standard Medical and Drug (HMO)

#### Preferred Medicare Choice, Inc.

- Elite Dorado (HMO-POS)
- MediMax Plus (PDP)
- MediMax Elite (PDP)
- MediMax One (PDP)
- MediMax Plus (PDP)
- PMC Max (HMO)

#### **Rocky Mountain Health Plans**

- Rocky Mountain Green Plan + Rx (Cost)
- Rocky Mountain Plus Plan + Rx (Cost)
- Rocky Mountain Standard Plan + Rx (Cost)
- Rocky Mountain Thrifty Plan + Rx (Cost)
- WINhealth Partners Green Plan + Rx (Cost)
- WINhealth Partners Standard Plan + Rx (Cost)

#### SCAN Health Plan

- My Choice (HMO-POS)
- SCAN Classic (HMO)
- SCAN Options (HMO)
- SCAN Signature (HMO)

#### Sterling Life Insurance Company

- Sterling Connect 2 (PFFS)
- Sterling Option II (PFFS)
- Sterling Partners (PPO)
- Sterling Rx (PDP)

#### UCare

- UCare for Seniors Classic (HMO-POS)
- UCare for Seniors Standard D (HMO-POS)
- UCare for Seniors Value Plus (HMO-POS)

#### UniCare

- MedicareRx Rewards Plus (PDP)
- MedicareRx Rewards Standard (PDP)

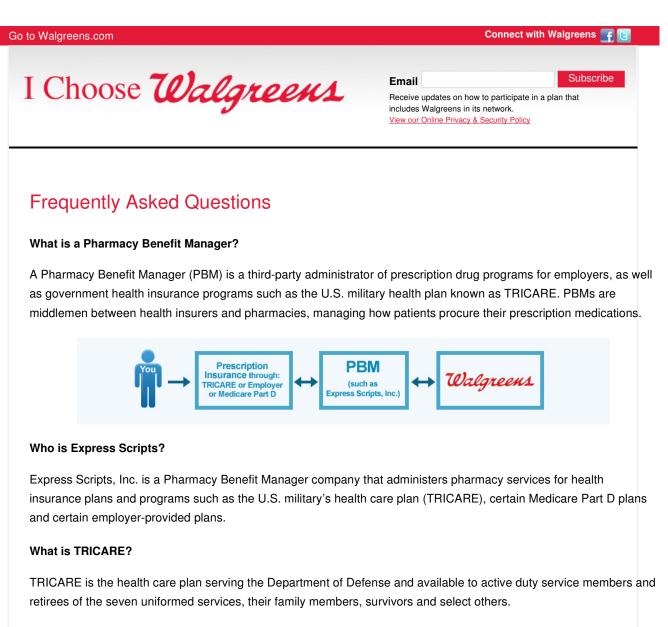
#### Unicare Life & Health Ins. Company

SecurityChoice Plus (PFFS)

#### **UPMC Health Plan**

- UPMC for Life (PDP)
- UPMC for Life HMO Rx (HMO)
- UPMC for Life HMO Rx Enhanced (HMO)
- UPMC for Life HMO Rx OH (HMO)
- UPMC for Life HMO Rx WV (HMO)
- UPMC for Life PPO High Deductible with Rx (PPO)
- UPMC for Life PPO High Deductible with Rx OH (PPO)
- UPMC for Life PPO High Deductible with Rx WV (PPO)
- UPMC for Life PPO Rx (PPO)

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#### How do I know if my plan is administered by Express Scripts?

- If your insurance is through TRICARE, then your plan is administered by Express Scripts.
- If you have an employer-provided plan, simply ask your Human Resources or Benefits department. Or your local Walgreens pharmacist may be able to provide this information to you.
- If you have a Medicare Part D plan, the name Express Scripts should appear on the back of your card.

#### Who can help me if I have questions?

Your pharmacist at your local Walgreens would be happy to provide you with additional information.

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Help Center

#### **Privacy Policy and Consent**

This privacy policy lets you know what information we collect, how we may share that information, and your choices regarding the sharing of your information. This policy applies to Walgreens stores, Walgreens.com and other places where we may collect personal information. **By visiting Walgreens.com**, you are accepting the practices described in this **Privacy Notice**.

#### Collection

You can browse our sites without telling us who you are or revealing any personal information about yourself. Once you give us your personal information, you are not anonymous to us. If you choose to provide us with personal information, you consent to the transfer and storage of that information on our servers. We may collect and store the following personal information:

- Email address, physical contact information, and shipping, billing and other information you provide to purchase or ship an item;
- Clicks and page information such as the address (or "URL") of the web site that you came from before visiting our site, which pages you visit on our site, which browser you used to view our site and any search terms you have entered on our site.
- Chat session information for customers using our Pharmacy Chat service, which is logged for quality control purposes but not linked to your individual pharmacy record
- Customer service history including dispute resolution, correspondence through our sites, and correspondence sent to us;
- Other information from your interaction with our sites, services, content and advertising, including computer and connection information, statistics on page views, traffic to and from the sites, ad data, IP address and standard web log information;
- Information from other companies, such as demographic and navigation data; and
- When you sign up for pharmacy services or order prescription drugs, our registration process asks you to provide us with a limited amount of personal and/or health-related information. This information is necessary to process your order and use our web site to access such functions as print prescription history and Auto Refills. Categories of personally identifiable information include: name, address, phone number, e-mail address, date of birth, billing/shipping information (credit card number, shipping address), and Rx number.

#### Marketing

We don't sell or rent your personal information online to third parties for their marketing purposes.

- Personalization and experience improvements: We may combine your information with information we collect from other companies and use it to improve and personalize our services, content and advertising, as well as measure and improve its effectiveness.
- Walgreens advertising on other websites: We may advertise to you on websites other than Walgreens.com using information provided by third parties. Examples include location-based advertising to provide information relevant in your area, or advertising that is specific to your device (such as iPhones, tablets, or Android phones). In some cases, third parties may allow us to target advertising based on websites you have visited or demographic information. In these cases, your data is not collected by Walgreens or shared with Walgreens for direct use in our advertising.

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• Third Party Offers: We may send offers to selected groups of customers on behalf of other businesses. When we do this, we do not give that business your name and address.

If you don't wish to receive marketing communications from us, simply indicate your preference under My Account/Communication Preferences or by following the directions provided with the communication or advertisement.

#### Other Ways We May Use or Disclose Information

Our primary purpose in collecting personal information is to provide you with a safe, smooth, efficient, and customized experience.

- Agents: We may employ other companies and individuals to perform functions on our behalf. These functions may include fulfilling orders, delivering packages, hosting sites from this website or walgreens.com including the photo site, product reviews, developing pictures or photo products, sending postal mail and e-mail, removing repetitive information from customer lists, analyzing data, or processing credit card payments. They have access to personal information needed to perform their functions, but may not use it for other purposes.
- **Prescriptions:** We will not intentionally release your prescription information other than to you, Walgreen Co. and its subsidiaries, our agents (such as contracted fulfillment parties, if any), your authorized representative, or your prescriber or other authorized medical professional. We may forward your prescription information to your insurance plan, so that we can handle reimbursement of your prescription purchase for your convenience.
- **Disclosures:** As required by law we will disclose medical and other information which may relate to you. For example, in compliance with the Methamphetamine Control Act of 1996, We will provide the Drug Enforcement Administration with the name and address of each individual who purchases products on this website or Walgreens.com which contain the ingredients ephedrine or pseudophedrine. We, or our photo site host, may also disclose information which we believe to be in violation of Title 18 of the United States Code, Sections 2251 et seq. to appropriate law enforcement agencies.
- **Invitees:**You may invite other parties to view the content in your Photo Albums. Photo.Walgreens.com will share such information as may be necessary for your invitees to view the albums you designate.
- Business Transfers: As we continue to develop our business, we might sell or buy stores or assets. In such transactions, customer information generally is one of the transferred business assets. Also, in the unlikely event that Walgreens or substantially all of its assets are acquired, customer information will of course be one of the transferred assets and is permissible under law.
- **Protection of Walgreens and Others:** We release account and other personal information when we believe release is appropriate to comply with laws; enforce or apply our Terms of Use and other agreements; or protect the rights, property, or safety of this website or Walgreens.com, our users, or others. This includes exchanging information with other companies and organizations for fraud protection and credit risk reduction.

#### **Cookies and Beacons**

"Cookies" are small files placed on the hard drive of your computer. Most cookies are "session cookies," meaning that they are automatically deleted from your hard drive once you sign out from Walgreens.com or close your web browser. We use cookies to provide features and services, such as:

- Allowing you to enter your password less frequently
- Remembering your preferences
- Presenting information that's targeted to your interests
- Measuring the effectiveness of our sites, services, content, and advertising
- Providing other services and features that are available only through the use of cookies

A "web beacon" is an electronic image placed in the code of a web page. We use web beacons to monitor the traffic patterns of users from one page to another and to improve site performance.

#### Third Party Service Providers:

We may work with other companies who place cookies or web beacons on our websites. These companies help operate our websites and provide you with additional products and services.

- Our web site uses a third-party service provider to serve images. This service allows us to improve your overall customer experience.
- We contract with Omniture, a service partner, to provide us with a data collection and reporting service to

measure the effectiveness of promotions and e-mails as well as perform analysis of our customers' activities on Walgreens.com. Information shared with Omniture includes ZIP code, gender, year of birth, city and state, and email address. No other personally identifiable information, such as your name, street address, etc., is shared with Omniture.

- We contract with DoubleClick, a service partner, to serve ads on Walgreens.com and other sites. This technology uses cookies and beacons to improve our advertising. It tracks your visits to Walgreens.com and other sites so we may serve more relevant ads to you. No personally identifiable information about you is shared through this technology. Doubleclick does not share aggregate, unidentifiable info with third parties.
- Our relationship with AARP requires that we provide cookies to assist their contracted providers, i.e. Hitbox, with tracking for pages that have an AARP.walgreens.com url. Walgreens shares these cookies and unique url tags with AARP and their third-party service provider(s) for the purposes of web analytics and measurement. No personally identifiable information is shared.
- Our photo site is hosted by Snapfish, a subsidiary of Hewlett Packard Corporation. Log-in information to
  the photo site such as name, address, e-mail address, Walgreens.com user name, and opt-in/opt-out
  information relating to photo site promotions as well as credit card information provided to the photo site
  is shared with the photo site host and photo mail fulfillment vendor. These vendors are contractually
  prohibited from using the information obtained in the course of providing these services to
  photo.walgreens.com in any manner other than to help us provide the services available on the photo
  site.

#### Does Walgreens collect information from children?

It is our intent not to sell to persons under the age of 18 and it is our policy not to do so. We sell children's products for purchase by adults. If you are under 18, you may use this website only with involvement of a parent or guardian. However photo.walgreens.com does allow for the viewing of albums by minors above the age of 13 but purchases of products must be made by an adult.

#### How secure is the information I provided?

Walgreens is committed to securing your personal information. We use technology that is designed for use with secure web servers. Prescription drug information resides in a database behind a firewall where it cannot be accessed without proper authorization. Secure Sockets Layer ("SSL") technology encrypts your personal information as well as your prescription health history as it is transmitted over the Internet. You maintain the security of your medical information by keeping your user name, password and other personal information confidential. Walgreens customer service representatives will never request your password.

We reveal only the last five digits of your credit card numbers when confirming an order. Of course, we transmit the entire credit card number to the appropriate credit card company during order processing.

It is important for you to protect against unauthorized access to your password and to your computer. Be sure to sign off when finished using a shared computer.

#### Actions You Can Take

We recommend that you take the following precautions to safeguard your data:

- Use a complex password with unique numbers, letters and special characters, and do not disclose your Walgreens password to anyone. If you do share your password or your personal information with others, remember that you are responsible for all actions taken in the name of your account. If your password has been compromised for any reason, you should immediately change your password.
- Keep your computer software up to date with the latest browser and anti-virus security software.
- Be aware of increasingly common email scams that may use your email address to contact you and ask for personal or sensitive information. Always be cautious when opening links or attachments from unsolicited third parties. Also know that Walgreens will not send you emails asking for your credit card number, social security number or other personally identifiable information. So if ever asked for this information, you can be confident it is not from Walgreens.

#### You may choose to:

Stop receiving e-mail and mobile marketing communications by changing your preferences online. If you have an online account, login to My Account and click on Communication Preferences. If you do not have an online account you may click Unsubscribe from the bottom of Walgreens emails, and reply STOP to our text messages to stop receiving emails and SMS text messages.

Set your Web browser to not accept new cookies or web beacons, or be notified when you receive a new cookie, or disable cookies altogether. However, please note that without enabling these features, your experience on Walgreens.com will not be as smooth and you will not be able to take full advantage of our website's features. Please see the Help section of your browser for instructions on managing security preferences.

#### How To Contact Us

If you have questions about our Privacy Policy, contact us by: Phone: E-mail: <u>privacy.office@walgreens.com</u> Regular mail: Walgreen Co. Privacy Office Attn: Privacy Officer 200 Wilmot Rd, MS 9000 Deerfield, IL 60015

#### Will this privacy policy change?

As our business changes, we will continue to implement new technologies and improve the services and features we provide. This privacy policy and the Terms of Use will be updated to reflect these changes. The use of information that we gather now is subject to the privacy policy in effect at the time of use. If there are changes or additions to this privacy policy, we will post those changes here or in other formats we deem acceptable, so that you will always know what information we collect online or offline, how we use it and what choices you have.

It is your responsibility to review our privacy policy and Terms and Conditions for changes.

Effective Date: 04/15/2011



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THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

Walgreen Co., including its subsidiaries, is required by law to maintain the privacy of Protected Health Information ("PHI") and to provide you with notice of our legal duties and privacy practices with respect to PHI. PHI is information that may identify you and that relates to your past, present or future physical or mental health or condition and related health care services. This Notice of Privacy Practices ("Notice") describes how we may use and disclose PHI to carry out treatment, payment or health care operations and for other specified purposes that are permitted or required by law. The Notice also describes your rights with respect to your PHI. We are required to provide this notice to you by the Health Insurance Portability and Accountability Act ("HIPAA").

Walgreens is required to follow the terms of this Notice. We will not use or disclose your PHI without your written authorization, except as described or otherwise permitted by this Notice. We reserve the right to change our practices and this Notice and to make the new Notice effective for all PHI we maintain. Upon request, we will provide any revised Notice to you.

#### Examples of How We Use and Disclose Protected Health Information About You

The following categories describe different ways that we use and disclose your protected health information. We have provided you with examples in certain categories; however, not every use or disclosure in a category will be listed.

**Treatment**. We may use your health information to provide and coordinate the treatment, medications and services you receive. For example, we may contact you regarding medications, equipment, supplies, compliance programs such as drug recommendations, therapeutic substitution, refill reminders, other product or service recommendations such as specialty and infusion therapies, counseling and drug utilization review (DUR), product recalls or disease state management.

**Payment**. We may use your health information for various payment-related functions. Example: We may contact your insurer, pharmacy benefit manager or other health care payor to determine whether it will pay for your medications, equipment and supplies and the amount of your co-payment. We will bill you or a third-party payor for the cost of medications, equipment and supplies dispensed to you. The information on or accompanying the bill may include information that identifies you, as well as the medications you are taking.

**Health Care Operations**. We may use your health information for certain operational, administrative and quality assurance activities. Example: We may use information in your health record to monitor the performance of the staff and pharmacists providing treatment to you. This information will be used in an effort to continually improve the quality and effectiveness of the health care and service we provide. We may disclose health information to business associates if they need to receive this information to provide a service to us and will agree to abide by specific HIPAA rules relating to the protection of health information.

We may also use your health information to provide you with information about benefits available to you, and, in limited situations, about health-related products or services that may be of interest to you. If you register your email address on Walgreens.com, or any of our other websites, you may elect to receive this information via email.

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We are permitted to use or disclose your PHI for the following purposes. However, Walgreens may never have reason to make some of these disclosures.

To Communicate with Individuals Involved in Your Care or Payment for Your Care. We may disclose to a family member, other relative, close personal friend or any other person you identify, PHI directly relevant to that person's involvement in your care or payment related to your care.

**Food and Drug Administration (FDA)**. We may disclose to the FDA, or persons under the jurisdiction of the FDA, PHI relative to adverse events with respect to drugs, foods, supplements, products and product defects, or post-marketing surveillance information to enable product recalls, repairs, or replacement.

**Worker's Compensation**. We may disclose your PHI to the extent authorized by and to the extent necessary to comply with laws relating to worker's compensation or other similar programs established by law.

**Public Health**. As required by law, we may disclose your PHI to public health or legal authorities charged with preventing or controlling disease, injury, or disability.

**Law Enforcement**. We may disclose your PHI for law enforcement purposes as required by law or in response to a subpoena or court order.

As Required by Law. We will disclose your PHI when required to do so by federal, state, or local law.

**Health Oversight Activities**. We may disclose your PHI to an oversight agency for activities authorized by law. These oversight activities include audits, investigations, inspections, and credentialing, as necessary for licensure and for the government to monitor the health care system, government programs, and compliance with civil rights laws.

**Judicial and Administrative Proceedings**. If you are involved in a lawsuit or a dispute, we may disclose your PHI in response to a court or administrative order. We may also disclose health information about you in response to a subpoena, discovery request, or other lawful process instituted by someone else involved in the dispute, but only if efforts have been made, either by the requesting party or us, to tell you about the request or to obtain an order protecting the information requested.

**Research**. We may disclose your PHI to researchers when their research has been approved by an institutional review board or privacy board that has reviewed the research proposal and established protocols to ensure the privacy of your information.

**Coroners, Medical Examiners, and Funeral Directors**. We may release your PHI to a coroner or medical examiner. This may be necessary, for example, to identify a deceased person or determine the cause of death. We may also disclose PHI to funeral directors consistent with applicable law to enable them to carry out their duties.

**Organ or Tissue Procurement Organizations**. Consistent with applicable law, we may disclose your PHI to organ procurement organizations or other entities engaged in the procurement, banking, or transplantation of organs for the purpose of tissue donation and transplant.

**Notification**. We may use or disclose your PHI to notify or assist in notifying a family member, personal representative, or another person responsible for your care, regarding your location and general condition.

Fundraising. We may contact you as part of a fundraising effort.

**Correctional Institution**. If you are or become an inmate of a correctional institution, we may disclose to the institution or its agents PHI necessary for your health and the health and safety of other individuals.

**To Avert a Serious Threat to Health or Safety**. We may use and disclose your PHI when necessary to prevent a serious threat to your health and safety or the health and safety of the public or another person.

**Military and Veterans**. If you are a member of the armed forces, we may release PHI about you as required by military command authorities. We may also release PHI about foreign military personnel to the appropriate foreign military authority.

National Security, Intelligence Activities, and Protective Services for the President and Others. We may release PHI about you to federal officials for intelligence, counterintelligence, protection to the President, and

other national security activities authorized by law.

Victims of Abuse or Neglect. We may disclose PHI about you to a government authority if we reasonably believe you are a victim of abuse or neglect. We will only disclose this type of information to the extent required by law, if you agree to the disclosure, or if the disclosure is allowed by law and we believe it is necessary to prevent serious harm to you or someone else.

#### **Other Uses and Disclosures of PHI**

We will obtain your written authorization before using or disclosing your PHI for purposes other than those provided for above (or as otherwise permitted or required by law). You may revoke an authorization in writing at any time. Upon receipt of the written revocation, we will stop using or disclosing your PHI, except to the extent that we have already taken action in reliance on the authorization.

#### **Your Health Information Rights**

**Obtain a paper copy of the Notice upon request**. You may request a copy of our current Notice at any time. Even if you have agreed to receive the Notice electronically, you are still entitled to a paper copy. You may obtain a paper copy from a pharmacy, home care facility, mail service location or the Privacy Office.

**Request a restriction on certain uses and disclosures of PHI**. You have the right to request additional restrictions on our use or disclosure of your PHI by sending a written request to the Privacy Office. We are not required to agree to those restrictions. We cannot agree to restrictions on uses or disclosures that are legally required, or which are necessary to administer our business.

**Inspect and obtain a copy of PHI**. In most cases, you have the right to access and copy the PHI that we maintain about you. To inspect or copy your PHI, you must send a written request to the Privacy Office. We may charge you a fee for the costs of copying, mailing and supplies that are necessary to fulfill your request. We may deny your request to inspect and copy in certain limited circumstances.

**Request an amendment of PHI**. If you feel that PHI we maintain about you is incomplete or incorrect, you may request that we amend it. To request an amendment, you must send a written request to the Privacy Office. You must include a reason that supports your request. In certain cases, we may deny your request for amendment.

**Receive an accounting of disclosures of PHI**. You have the right to receive an accounting of the disclosures we have made of your PHI after April 14, 2003 for most purposes other than treatment, payment, or health care operations. The right to receive an accounting is subject to certain exceptions, restrictions, and limitations. To request an accounting, you must submit a request in writing to the Privacy Office. Your request must specify the time period. The time period may not be longer than six years and may not include dates before April 14, 2003.

**Request communications of PHI by alternative means or at alternative locations**. For instance, you may request that we contact you at a different residence or post office box. To request confidential communication of your PHI, you must submit a request in writing to the Privacy Office. Your request must tell us how or where you would like to be contacted. We will accommodate all reasonable requests.

Where to obtain forms for submitting written requests. You may obtain forms for submitting written requests from any Walgreens store, home care facility, mail service location or by contacting the Privacy Officer at Walgreen Co. Privacy Office, 200 Wilmot Road, Mail Stop 9000, Deerfield, Illinois 60015 or toll-free by telephone at (877) 924-4472. You can also visit **www.walgreens.com** to obtain these forms.

#### **Incidental Disclosures**

Walgreens will make reasonable efforts to avoid incidental disclosures of protected health information. An example of an incidental disclosure is conversations that may be overheard between the pharmacy staff and the patient at the drive-thru, as a result of the speaker system. To reduce the likelihood of this happening, we recommend that you go inside the store to the pharmacy for any consultations.

#### Minors

If you are a minor who has lawfully provided consent for treatment and you wish for Walgreens to treat you as an adult for purposes of access to and disclosure of records related to such treatment, please notify a staff member, pharmacist or the Privacy Office.

#### For More Information or To Report a Problem

If you have questions or would like additional information about Walgreens' privacy practices, you may contact

our Privacy Officer at Walgreen Co. Privacy Office, 200 Wilmot Road, Mail Stop 9000, Deerfield, Illinois 60015 or toll-free by telephone at (877) 924-4472. If you believe your privacy rights have been violated, you can file a complaint with the **Privacy Officer** or with the Secretary of Health and Human Services. You can also file a complaint through **www.walgreens.com**, and we will route your complaint to the Privacy Office. There will be no retaliation for filing a complaint.

#### **Effective Date**

This Notice is effective as of April 13, 2003.

### **State Law Supplement**

| Alabama              | Illinois           | Montana        | Puerto Rico    |
|----------------------|--------------------|----------------|----------------|
| Alaska               | Indiana            | Nebraska       | Rhode Island   |
| Arizona              | lowa               | <u>Nevada</u>  | South Carolina |
| Arkansas             | Kansas             | New Hampshire  | South Dakota   |
| California           | Kentucky           | New Jersey     | Tennessee      |
| Colorado             | Louisiana          | New Mexico     | Texas          |
| Connecticut          | Maine              | New York       | <u>Utah</u>    |
| Delaware             | Maryland           | North Carolina | Vermont        |
| District of Columbia | Massachusetts      | North Dakota   | Virginia       |
| <u>Florida</u>       | Michigan           | <u>Ohio</u>    | Washington     |
| Georgia              | Minnesota          | Oklahoma       | West Virginia  |
| Hawaii               | <u>Mississippi</u> | Oregon         | Wisconsin      |
| Idaho                | Missouri           | Pennsylvania   | Wyoming        |



• <u>Home</u> >

#### Help Center

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Walgreen Co.'s automated touch-tone prescription refill system is licensed under the following United States Patents: 5,128,984; 5,561,707; 5,684,863; 5,815,551; 5,828,734; 5,898,762; 5,917,893; 5,974,120; and others.

#### NOTE ABOUT PRICING

Walgreens makes every effort to provide accurate information about products and their pricing on its websites. However, pricing and/or typographical mistakes may, on rare occasions, appear on this website orWalgreens.com. For this reason, Walgreens cannot guarantee the price of an item until after you have ordered it. In the event an item appears with an incorrect price or with inaccurate product information, Walgreens reserves the right to cancel any orders for the item. If an order you placed is cancelled due to mispricing, Walgreens will notify you of the cancellation. Prices and availability are subject to change without notice.

#### NOTE ABOUT QUANTITY LIMITS

Walgreens reserves the right to set quantity-per-order limits on any and all items sold on this website or Walgreens.com. Walgreens may also limit the item quantity available to any single person or household over a given period of time. These restrictions may be applied to orders using the same credit card or billing or shipping address.

#### NOTE ABOUT PRODUCT SUBSTITUTIONS

A substitute will only be made in the event an item is out of stock and the identical brand and product is available in a form that is of equal or greater value, e.g. larger quantity, packaged with a trial sample, updated product packaging, etc. A product substitution will occur at no extra cost and, if the substituted item is less expensive than the original item, the lower price will be charged.

#### WARRANTY DISCLAIMER

WE PROVIDE CONTENT ON THIS WEB SITE AS A SERVICE TO YOU, OUR CUSTOMER. OUR WEB SITE CANNOT, AND DOES NOT, CONTAIN INFORMATION ABOUT ALL MEDICAL CONDITIONS. IT MAY NOT CONTAIN ALL INFORMATION THAT IS APPLICABLE TO YOUR PERSONAL CIRCUMSTANCES. THE CONTENT IS NOT INTENDED FOR DIAGNOSIS AND SHOULD NOT BE USED AS A SUBSTITUTE FOR CONSULTATION WITH YOUR PHYSICIAN. THE CONTENT OF THIS WEB SITE, THE SERVER THAT MAKES IT AVAILABLE, AND THE SERVICES AND PRODUCTS WE PROVIDE ON OUR WEB SITE, ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY. WALGREENS EXPRESSLY DISCLAIMS LIABILITY FOR TECHNICAL FAILURES (INCLUDING HARDWARE OR SOFTWARE FAILURES), INCOMPLETE, SCRAMBLED OR DELAYED COMPUTER TRANSMISSIONS AND/OR TECHNICAL INACCURACIES, AS WELL AS UNAUTHORIZED ACCESS OF USER TRANSMISSIONS BY THIRD PARTIES.

TO THE FULL EXTENT NOT PRECLUDED BY APPLICABLE LAW, WALGREEN CO., WALGREENS.COM, THEIR MEDICAL ADVISORS, SUPPLIERS, CONSULTANTS, DIRECTORS AND EMPLOYEES (COLLECTIVELY THROUGHOUT, "WALGREENS") DISCLAIM AND EXCLUDE ALL WARRANTIES WITH RESPECT TO ALL SERVICES, INFORMATION AND/OR PRODUCTS CONTAINED ON THIS WEB SITE, OR LINKED HERETO (COLLECTIVELY THROUGHOUT, "CONTENT"), EXPRESS, IMPLIED OR STATUTORY. THIS DISCLAIMER INCLUDES, BUT IS NOT LIMITED TO, ANY AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WALGREENS DOES NOT WARRANT CONTENT TO BE ACCURATE, COMPLETE OR CURRENT. WALGREENS DOES NOT WARRANT THAT ITS WEB SSITE WILL OPERATE WITHOUT ERROR, THAT DEFECTS WILL BE CORRECTED OR THAT THIS SITE OR THE SERVER MAKING IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. PRICE AND AVAILABILITY CONTENT, AS WELL AS OTHER CONTENT CONTAINED IN THE WEB SITE OR ACCESSIBLE THEREFROM, IS SUBJECT TO CHANGE WITHOUT NOTICE.

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#### **MODIFICATION OF TERMS**

Walgreens reserves the right to amend these Terms and the additional Terms here below at any time, for any reason and without notice, including the right to terminate the Service or any part of the Service. Any amendments or modifications made by Walgreens will be prospective only.

#### ENTIRE AGREEMENT, VENUE AND CHOICE OF LAW

These Terms, including the additional Terms relating to PHOTO.WALGREENS.COM here below, constitute the entire agreement between you and Walgreens governing your use of this web site, PHOTO.WALGREENS.COM and the web photo Service. These Terms may be changed or updated at any time at the sole discretion of Walgreens. In the case of inconsistencies between these Terms and any information included in off-line materials (for example, promotional materials and mailers), these Terms will always control. You may also be subject to additional terms and conditions that may apply when you use services of other parties affiliated with Walgreen Co., third-party content or third-party software.

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to choice of law rules. Any litigation arising out of or in connection with these web sites shall be exclusively in state or federal courts located in Cook or Lake County, Illinois.

If any part of this Agreement is ruled to be unenforceable, then such part shall be eliminated or limited to the minimum extent necessary. The remainder of the Agreement, including any revised portion, shall remain and be in full force and effect.

The failure of Walgreen Co. to exercise or enforce any Term will not constitute a waiver of such Term. Regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to the Service or these Terms will be filed within one year after such claim or cause of action arose, or be forever barred.

#### ADDITIONAL TERMS AND CONDITIONS OF USE FOR PHOTO.WALGREENS.COM

In addition to the service provided on this website, PHOTO.WALGREENS.COM provides people with Membership ("Members") a way to process, print, store, share and otherwise use photographs (collectively "Process"). However, before you enter the PHOTO.WALGREENS.COM site (the "Site") or use any of its available services, it is important that you carefully review the Terms and Conditions for this website Walgreens.com set out above and the additional Terms and Conditions for PHOTO.WALGREENS.COM set out below (the "Terms"). In addition, specific pages on the Site may set out additional terms and conditions, all of which are incorporated by reference into these Terms. In the case of inconsistencies between these Terms and information included in off-line materials (for example, promotional materials and mailers), these Terms will always control. You should periodically check this page to make sure you are up to date.

By entering and using the Site, you indicate that you accept these Terms and that you agree to be bound by them. Acceptance of these Terms creates a binding contract between you and Walgreen Co. and its subsidiaries (collectively "Walgreens") that you will use the Service only in a manner consistent with these Terms. If you have questions about these Terms, please contact <a href="mailto:service@photo.walgreens.com">service@photo.walgreens.com</a>. Your use of the Site and its services (together, the "Service") is entirely conditioned on and subject to your compliance with these Terms. If you do not agree with these Terms, do not access or use the Service.

#### **TERMS OF MEMBERSHIP**

PHOTO.WALGREENS.COM membership ("Membership") is available to you if you are at least 13 years of age and submit certain requested information to PHOTO.WALGREENS.COM, including your name and correct email address or if you are a registered user of WALGREENS.COM of at least 13 years of age. In addition, by becoming a Member, you will provide Walgreens with true, accurate, current and complete information about yourself when such information is requested by the Service (whether by questionnaires, surveys, registration forms or other informational requests).

The Service is for personal use only

A benefit of Membership is the ability to store photos in your account. A condition of your storage of photos is your "Active Participation" in the Service. Active Participation is defined as purchasing photo merchandise, including prints, reprints and enlargements, through the Service at least once every 365 days. If your Membership account is inactive for a period of over 365 days,

PHOTO.WALGREENS.COM may remove and discard any content, including all information, communications, postings, albums, image files or any other content within the Service. Walgreens may terminate your membership for any activity that in the sole opinion of Walgreen Co., its Site Host or subsidiaries constitutes an abuse of your Membership or a violation of these Terms.

#### **PHOTOFINISHING SERVICES**

As part of your Membership, you are enabled to have your digital photos uploaded and stored on the Site, pursuant to these Terms, as well as to have print copies or other photo products made either at a Walgreens retail location or delivered to you by mail as requested or appropriate, along with other special offers Walgreens may make to Members from time to time. Costs associated with print copies or photo products, delivered to you by mail, will be charged to your credit card. Orders over a specified value, for store pick-up, will likewise require a credit card.

#### DIGITAL IMAGE STORAGE

Subject to these Terms, as long as you are an active participant in the Service, PHOTO.WALGREENS.COM offers free, unlimited storage, for non-commercial purposes, of your digital photos that you upload to your account.

#### MEMBER CONDUCT

PHOTO.WALGREENS.COM allows Members to store, share and transmit communications, albums, image files, creative material, photographs, links and comments (collectively "Content"). Users of the Service, whether or not Members, may not use the Service to Process Prohibited Content. Generally, Prohibited Content includes Content or other material that Walgreens believes:

- 1. Is abusive, deceptive, pornographic, obscene, defamatory, slanderous, offensive or otherwise inappropriate;
- 2. Comprises copyrighted material used without the express permission of the owner;
- 3. Violates or encroaches on the rights of others;
- 4. Contains viruses, worms, corrupt files, Trojan horses and other forms of corruptive code, or any other content which may compromise the Service;
- 5. Advocates illegal activity;
- 6. Harms anyone, including minors; or
- 7. Provides a link to any of the above.

Walgreens has the sole discretion to determine whether Content is Prohibited Content, and any Content submitted to the Service may be subject to examination from time to time. Although PHOTO.WALGREENS.COM and Walgreens do not and will not examine and review all Content submitted or transmitted to the Service, PHOTO.WALGREENS.COM and Walgreens may delete, move and edit materials for any reason, at any time, without notice.

Any Content discovered on the Site that is deemed in the sole discretion of PHOTO.WALGREENS.COM or Walgreens to be in violation of Title 18 of the United States Code, Sections 2251 et seq. may be reported and disclosed to appropriate law enforcement agencies.

#### All Content (whether private or public) that is Processed on the Site is the sole responsibility of the person who submitted it. Thus, you are responsible for your Content.

By viewing the Site, you may be exposed to Content that you consider to be offensive. You take sole responsibility for such exposure.

PHOTO.WALGREENS.COM and Walgreens in no way guarantee the accuracy, quality or appropriateness of Content available on the Site.

#### NO RESALE OF SERVICE

You will not (i) reproduce, duplicate, copy, sell, resell or exploit any part of the Service, or (ii) use or access the Service for any commercial purpose.

#### THIRD PARTY SOFTWARE

As a convenience to Members, Walgreen Co. may make third-party software available through the Service. To use the third-party software, you will agree to the terms and conditions imposed by the third party provider. The agreement to use such software will be solely between you and the third party provider. Walgreen Co. does not guarantee that any software downloaded through the Service will be free of viruses, worms or Trojan horses or other forms of corruptive code. Walgreen Co. makes no representations or warranties concerning, and is not liable or responsible in any manner for, the performance, effectiveness or any other aspect of any third-party software downloaded through the Service.

#### COPYRIGHT

As a condition to your Membership, you hereby grant Walgreens and the PHOTO.WALGREENS.COM Site Host (presently Hewlett-Packard Co. d/b/a/ Snapfish) a perpetual, universal, non-exclusive, royalty-free right to copy, display, modify, transmit, make derivative works of and distribute your Content, solely for the purpose of providing the Service. As a condition to Membership, you represent and warrant to Walgreens and the Site Host that you either own your Content or have written permission from the copyright owner to make such Content available to the Service. Walgreens reserves the right to decline reproduction of any Content that it, in its sole discretion, believes may violate the copyrights of any party.

The Service is protected by U.S. and international copyright laws and by other applicable laws. You may not Process any Content without the written consent of the owner of such Content. You are solely responsible for any copyright violations you may incur as a result of your activities on the Service.

If you believe your work or the work of another has been copied in a way that constitutes copyright infringement, Walgreens has a process in place to respond to your concerns. Walgreens will take appropriate steps, at the sole discretion of Walgreens, to protect the intellectual property rights of third parties if it receives notice in accordance with the provisions required by the Digital Millennium Copyright Act, as follows:

If you believe your copyright or the copyright of another has been infringed on the Service, please provide the Law Department of Walgreen Co. with a written notice containing the following information:

- 1. a description and copy of the copyrighted work you claim has been infringed;
- 2. a description of where the material you claim is infringing is located on the site;
- 3. your address, telephone number, and email address;
- 4. a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent or the law;
- 5. a statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf; and
- 6. the physical signature of the person authorized to act on behalf of the owner of the copyright interest on the document(s) comprising 4 and 5 here above and notarized.

The above Notice for claims of infringement for Content on the Service should be addressed to the Law Department at Walgreen Co. at the following street address:

Walgreen Co. Law Department MS # 1425 104 Wilmot Rd. Deerfield, Illinois 60015 Attn: Intellectual Property

#### INDEMNITY

YOU WILL INDEMNIFY, DEFEND AND HOLD HARMLESS WALGREEN CO., INCLUDING ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, LICENSORS, SUPPLIERS, INFORMATION PROVIDERS AND AGENTS (COLLECTIVELY "WALGREENS") FROM AND AGAINST ALL LOSSES, EXPENSES, DAMAGES AND COSTS, INCLUDING REASONABLE ATTORNEYS' FEES, RESULTING FROM ANY VIOLATION OF THESE TERMS OR ANY ACTIVITY RELATED TO YOUR ACCOUNT (INCLUDING NEGLIGENT OR WRONGFUL CONDUCT) BY YOU OR ANY OTHER PERSON ACCESSING THE SERVICE USING YOUR ACCOUNT.

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