

Terms and Conditions

Bio-Rad Loyalty Rewards Program Terms and Conditions

Effective January 1, 2017

PROGRAM PARTICIPANTS

- It is the responsibility of the program participant to read, understand, and remain knowledgeable of all of the Terms & Conditions, inclusive of any amendments thereto.
- Program participants are eligible to receive points on Qualifying Purchases (defined below) made at “Bio-Rad Laboratories, Inc.” (Bio-Rad), Stockrooms, Sales Kiosks, and by phone at 1-800-2BIORAD, in Puerto Rico and the U.S. Virgin Islands at 1-800-2BIORAD, or online at www.bio-rad.com. There is no annual fee for membership. Membership is open to legal residents of the 50 U.S. states, District of Columbia, Puerto Rico, U.S. Virgin Islands, and Canada who are at least 18 years old and who provide and maintain a valid email address.
- Program participants are responsible for ensuring that no unauthorized person gets access to the participant’s Loyalty number. The participant shall be responsible for all activity on the participant’s account.
- Participants must register instrument(s) at: loyaltyrewards.bio-rad.com
- All communications will primarily be by e-mail or on loyaltyrewards.bio-rad.com. Participants who opt out of email will no longer receive promotional emails from Bio-Rad. However, as part of the program, you will continue to receive emails regarding your account status, up to 3 per month. These emails are part of being enrolled in Loyalty Rewards Program.

TERMS

- Participants earn 1-point per dollar spent on eligible Real-Time supermixes; reverse transcription reagents; PrimePCR™ PCR Assays and Panels; and PCR Plastic Consumables.
- Points are earned on the final price paid at checkout for eligible item, excluding tax and delivery fees, after all discounts.
- Point accumulation begins on the day of enrollment.
- Points are credited on returned merchandise.
- Points for items on back-order will not post to the program until invoiced.
- Points for purchases post to the Program five (5) business days after uploading purchase(s).
- Purchases can be credited to the program up to 30-days after purchase. Log in to your account and click the Add Purchases link on the home page or call 1-800-2BIORAD. You must have your Bio-Rad Confirmation/Order Number or Invoice Number.

- Points are strictly dependent upon eligible orders added by the customer to the program website and may not reflect total spend with Bio-Rad.
- Multiple instruments enrolled under a single Loyalty number will accumulate points towards renewal(s) as instrumentation are ranked on site. Once the contract is issued, the instrument cannot be re-ranked until the following program year.
- Order types accepted: Bio-Rad Standard Order Number (100xxxxxxx) or Invoice Number (9xxxxxxx), Supply Center, or Stock Room. Order numbers can be found at: www.bio-rad.com
- Total contract coverage (purchased or earned) cannot extend beyond 5 years.

BENEFITS

- \$1 spend is equal to 1-point.
- Registrant will be notified via email once the point threshold has been met.
- Points do not roll-over from year-to-year.
- Members with a minimum of 12,000 points of qualified purchases will be eligible to receive an extended service contract on the registered instrument. If the current warranty expires prior to reaching point threshold, see restrictions below.

RESTRICTIONS

- By participating in the Program, you consent to these terms and conditions ("Terms"). Any changes to the Terms will be effective immediately upon posting at <http://loyaltyrewards.bio-rad.com>.
- If current warranty expires prior to earning a contract, registrant must verify Instrument is in working order by running a qualification plate and emailing the results to loyalty@bio-rad.com.
 - Only instrument qualification/verification with a "pass" rating will qualify for an extended service contract.
 - Qualification panel/verification kit purchase(s) are eligible for points.
- Bio-Rad may terminate your account and/or not issue/cancel rewards if you violate these Terms. Bio-Rad reserves the right, in its sole discretion to modify, limit, or terminate the Program and/or reward redemption values, or any portion thereof, at any time, with or without prior written notice. We reserve the right to cancel or limit any purchase or offer redemption made 1) contrary to the terms of each offer, discount, or promotion; 2) that otherwise is not in compliance with the Terms of the Program or our Terms of Use; 3) that violates any applicable state and federal law; or 4) that we believe is fraudulent or made through improper channels.

PROGRAM DURATION & RENEWAL

- Program duration is 365 days from enrollment date; hereto considered the program year.
- For customers with multiple CFX systems, the program period begins the day the first instrument is registered. This date becomes the renewal date for all instruments registered thereafter.
- Serial number(s) will automatically re-enroll at program year.
- Points reset annually at program year.
- One loyalty contract will be awarded per instrument per program year.
- Points reset to zero once contract is issued.
- Additional purchases within the program year are not eligible for point accumulation once a contract is issued.
- Bio-Rad Loyalty Rewards membership is automatically renewed 365 days from enrollment date.
- Bio-Rad reserves the right at any time, in its sole discretion, to terminate the membership of any inactive registrant account. A registrant's account will be deemed inactive if such registrant has not added a qualified purchase during the previous twenty-four (24) months. Such termination may include, in Bio-Rad's sole discretion, forfeiture and cancellation of any and all accrued benefits.

GENERAL

- Members are responsible for taxes, charges, or other liabilities related to or resulting from their participation in the Program. You may cancel your participation in the program at any time by contacting loyalty@bio-rad.com.
- Bio-Rad assumes no responsibility for errors caused by incorrect member information. While we make every effort to provide accurate information, inaccuracies or errors may occur. We are not responsible for such errors. We reserve the right to make changes, corrections, and/or improvements to the information contained on this Site and to the products and programs described in such information, at any time without notice. The interpretation and application of the Terms are in the sole discretion and determination of Bio-Rad, which in each case shall be final and conclusive. The laws of the State of California, without regard to its conflict of laws rules, will govern the Terms, as well as your and our observance of them. If you take any legal action relating to your use of the Program or the Terms, you agree to file such action only in the state and federal courts located in Contra Costa County, California. If Bio-Rad fails to act with respect to your breach or anyone else's breach on any occasion, Bio-Rad is not waiving its right to act with respect to future or similar breaches. The Terms, together with those items made a part of these terms by reference, make up the entire agreement between us relating to the Program, and replaces any prior understandings or agreements (whether oral or written) regarding the Program. If a court finds any of the Terms to be unenforceable or invalid, that

Term will be enforced to the fullest extent permitted by applicable law and the other Terms will remain valid and enforceable. The Program is void where prohibited by law.

- Bio-Rad reserves the right to modify the Terms & Conditions of the Bio-Rad Loyalty Rewards Program with or without notice. Bio-Rad's right to modify the Terms & Conditions shall include the right to add, delete, or otherwise change any of the rules, procedures, conditions, benefits, awards, tier levels, tier requirements and other similar aspects of the Loyalty Program in its sole discretion, even if such changes may affect the value of awards or benefits already accumulated. Bio-Rad will use reasonable efforts to advise registrants of changes to these Terms & Conditions in advance, but shall not be held liable in any way for any failure to do so.
- Bio-Rad reserves the right, in its sole discretion, to terminate the Bio-Rad Loyalty Rewards Program at any time, with or without reason. If Bio-Rad terminates the Bio-Rad Loyalty Rewards Program, Bio-Rad shall have no obligation to offer a replacement program. Any Bio-Rad Loyalty Rewards Program services guaranteed prior to termination of the Bio-Rad Loyalty Rewards Program, will be honored and granted for the balance of the warranty period following notification that the Bio-Rad Loyalty Rewards Program has been terminated, without giving rise to any claims for reimbursement, substitution or exchange of other Bio-Rad services. Members will not have the opportunity or right to earn or accumulate additional Qualifying Purchases once Members have been notified that the Bio-Rad Loyalty Rewards Program has been terminated. All benefits unredeemed as of such date shall be forfeited without remuneration or any further obligation or liability, and no benefit or award claims shall be honored thereafter.