

# Diabetes Care Program Official Terms and Conditions

Sun Life Assurance Company of Canada ("Sun Life") is the provider of the Diabetes Care Program (the "Program").

#### PROGRAM PERIOD

The Program begins on May 13, 2024, at 9 a.m. ET (the "Program Start Date"). The Program will continue after the Program Start Date until terminated by Sun Life. Sun Life reserves the right, in its sole discretion, to terminate the Program at any time without notice.

## **ELIGIBILITY**

The Program is open to customers of Sun Life, excluding persons in Quebec, who meet the following criteria (each a "Participant", collectively the "Participants"):

- is the owner and insured person of a single-life term life insurance or permanent life insurance policy issued by Sun Life (the "Policy") on or after the Program Start Date;
- type 1, type 2, gestational or abnormal blood sugar was disclosed to Sun Life during the application process for the Policy;
- receives a referral code for the Program from Sun Life (the "Referral Code");
- the Code Expiry Date has not passed at the time of the Registration (defined below);
- the Policy is in good standing (meaning all required premiums have been paid) at the time of Registration; and
- did not previously register for Lumino Health™ Pharmacy as a result of receiving an offer as a plan member under a group benefits plan administered by Sun Life.

In the event that a person does not meet the eligibility requirements as set forth herein, Sun Life has the right, in its sole discretion, to reject or disqualify such person from participating in the Program. In the case of disqualification, the disqualified person will not be entitled to any benefit of the Program due to such disqualification.

### **HOW TO PARTICIPATE**

Participation in the Program is voluntary and is not required under the terms of any life insurance product sold by Sun Life.



To participate in the Program, Participants must complete the following registration steps (the "Registration"):

- a. Download the Lumino Health™ Pharmacy ("LHP") app or visit the LHP website.
- b. Sign up for LHP using their Sun Life ID and the Referral Code provided by Sun Life via email to the Participant's email address indicated in their life insurance application for the Policy.
  - i. Participants must complete the Registration prior to the expiry date of the Referral Code (the "Code Expiry Date") as stated in the email referenced above.
  - ii. Participants will not be able to use the Referral Code once expired.
  - iii. If Participants sign up for LHP using other methods, including Google account, Apple account, or email/phone number, they must use the same first name, last name, email address, phone number and date of birth information provided in their life insurance application for the Policy.
  - iv. If Participants have an existing LHP account, they must provide the Referral Code to the LHP support team by calling them at 1-877-LUMINO-1 or sending the LHP support team a message using the LHP chat function.
- c. Agree to LHP's Terms and Conditions.

Participants are responsible for ensuring the contact information they provide to LHP, including their email address, is accurate and up to date at the time of Registration. Participants are also responsible for ensuring the correct Referral Code is entered at the time of Registration. Sun Life or its agents or its affiliates shall have no responsibility for any consequences resulting from Participants providing out of date or incorrect information.

## **PROGRAM BENEFITS**

Once the Registration is completed, Participants will gain access to the following benefits (the "Benefits"). The Benefits are non-transferable and non-assignable and can only be redeemed by Participants.

- 1. Abbott FreeStyle Libre 2 trial kit (the "Trial Kit"): The Trial Kit is only available to Participants who have been diagnosed with type 1 or type 2 diabetes by a medical professional and have <u>not</u> used any FreeStyle Libre 2 products prior to redeeming a Trial Kit under the Program. The Trial Kit includes one (1) free sample of the Freestyle Libre 2 Sensor for real-time glucose monitoring. Limit of one (1) Trial Kit per Participant for the duration of the Program. Participants must complete the following steps to receive the Trial Kit:
  - a. Access "Pharmacy Team Consultation" from the homepage of the LHP app or website.
  - b. Select the "Free trial kit" option under "Pharmacy Team Consultation".



- c. Provide the required information and complete a booking for an initial consultation with a LHP representative.
- d. Complete the initial consultation with the LHP representative.

The Trial Kit will be mailed within seven (7) days of the completion of the initial consultation with the LHP representative. The Trial Kit will be mailed to the mailing address provided by the Participant to LHP. Participants are responsible for ensuring the contact information they provide, including mailing address, is correct and up to date. Sun Life or its agents or its affiliates shall have no responsibility for any consequences resulting from Participants providing out of date or incorrect information.

- 2. Free delivery of medication and supplies: Participants will have access to free delivery on medication and supplies ordered through LHP. Participants must complete the following steps to be eligible for free delivery:
  - a. Access "Prescriptions" from the homepage of the LHP app or website.
  - b. Transfer an existing prescription or upload a new prescription through the LHP app or website.
  - c. Fill the prescription through the LHP app or website and set up delivery to their mailing address.
- 3. **Preferred pricing on FreeStyle Libre 2 sensors**: Participants will have access to preferred pricing of FreeStyle Libre 2 products when ordered through LHP. A prescription for a FreeStyle Libre 2 is required. Participants must complete the following steps to be eligible for the preferred pricing:
  - a. Transfer an existing prescription or upload a new prescription for FreeStyle Libre 2 sensors through the LHP app or website.
  - b. Fill the prescription through the LHP app or website.
  - c. Automatically receive the preferred pricing for FreeStyle Libre 2.
- 4. Diabetes management coaching (the "Coaching"): The Coaching is only available to Participants who disclosed type 1, type 2 diabetes or abnormal blood sugar with Sun Life at the time of application. The Coaching includes up to 13 sessions of the diabetes management coaching program through LHP or LifeStyleRX. Participants must complete the following steps to be eligible for the Coaching:
  - a. Access "Pharmacy Team Consultation" from the homepage of the LHP app or website.
  - b. Select the "Diabetes consultation" option under "Pharmacy Team Consultation".
  - c. Provide the required information and complete booking for a diabetes consultation with a LHP pharmacist.
  - d. Complete the initial consultation with a LHP pharmacist and discuss a coaching plan.



e. LHP pharmacists may refer Participants to the Coaching program provided by

LifeStyle RX upon their consent.

Coaching provided by LifeStyleRX may require registration through LifeStyleRX and will be subject to LifeStyleRX's terms and conditions.

#### LAPSED POLICY OR CANCELLATION

In the event a Participant cancels their Policy or their Policy lapses within the first year due to a failure to pay the required premiums, the Participant will be automatically withdrawn from the Program by Sun Life and the Participant will no longer be eligible for any benefits offered through the Program.

#### **GENERAL TERMS AND CONDITIONS**

The decisions of Sun Life with respect to all aspects of this Program are final and binding on all Participants without right of appeal, including, without limitation, any decisions regarding the eligibility/disqualification of participation.

Sun Life reserves the right, in its sole and absolute discretion to withdraw, amend or suspend this Program (or to amend these Official Terms and Conditions) in any way without prior notice.

By participating in the Program, the Participant agrees to these Official Terms and Conditions. If the Participant fails to abide by these Official Terms and Conditions, Sun Life may disqualify the Participant from the Program in its sole discretion. In the case of such disqualification, the disqualified person will not be entitled to any further benefit of the Program.

By participating in this Program, each Participant expressly consents to Sun Life or its agents or its affiliates, storing, sharing and using the personal information submitted under the Program only for the purpose of administering the Program and in accordance with <u>Sun Life</u> or its agents or its affiliates' privacy statements, unless the Participant otherwise agrees.

Sun Life reserves the right, in its sole and absolute discretion, and without prior notice, to adjust any of the dates and/or timeframes stipulated in these Official Terms and Conditions. The extent of adjustments can be based on:

a) Purposes of verifying compliance by any Participant or participation with these Official Terms and Conditions, or because of any technical or other problems.



- b) In light of any other circumstances which, in the opinion of Sun Life, in its sole and absolute discretion, affect the proper administration of the Program as contemplated in these Official Terms and Conditions.
- c) For any other reason.

In the event of any discrepancy or inconsistency between these Official Terms and Conditions and disclosures or other statements contained in any Program-related materials, these Official Terms and Conditions shall prevail, govern and control to the fullest extent permitted by applicable law.

#### INTELLECTUAL PROPERTY

All intellectual property, including but not limited to trademarks, copyrights, patents, trade names, logos, designs, promotional materials, web pages, source code, drawings, illustrations, logos, slogans and representations for the Program are owned by Sun Life. All rights are reserved. Unauthorized copying or use of any copyrighted material or intellectual property without the express written consent of Sun Life is strictly prohibited.

Abbott, FreeStyle, Libre, and related brand marks are property of Abbott.

All third party trademarks are the property of their respective owners.

## TAX, SHIPPING AND HANDLING FEE INFORMATION

The shipping and handling fees and GST (if applicable) for the Trial Kit will be paid by Sun Life and/or LHP.

## **REST OF CANADA**

For residents of all other provinces and territories outside of Quebec, any litigation must be commenced in the City of Toronto, Ontario.

## APPLICABLE LAWS

The Program is subject to all applicable federal, provincial and municipal laws.

# **PRIVACY**

By participating in the Program, Participants grant Sun Life the right to collect, use, or disclose the personally identifiable information of Participants (collectively, the "Personal Information") for the purpose of administering the Program, including but not limited to selecting Participants and



fulfilling the Wellness Solution. Sun Life will treat each Participant's Personal Information in a

manner consistent with Sun Life's privacy policy, accessible at https://www.sunlife.com/sl/pslf-canada/en/. Personal information collected during the Program fulfillment process is temporarily stored by a third-party vendor and may be in a jurisdiction different than the one the Participant is in and their Personal Information may be subject to the laws of the local jurisdiction.

#### DISCLAIMERS AND LIMITATION OF LIABILITY

EXCEPT AS EXPRESSLY SET FORTH IN THESE OFFICIAL TERMS AND CONDITIONS, THE PROGRAM IS PROVIDED BY SUN LIFE "AS-IS" WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES AS TO THE QUALITY, SUITABILITY, AVAILABILITY OR ADEQUACY OF THE PROGRAM.

EACH PARTICIPANT ASSUMES ALL RESPONSIBILITY AND RISK FOR THEIR PARTICIPATION IN THE PROGRAM. PARTICIPATION IN THE PROGRAM DOES NOT GUARANTEE ANY IMPROVED HEALTH OUTCOMES. THE PROGRAM IS NOT A SUBSTITUTE FOR PROFESSIONAL MEDICAL ADVICE, DIAGNOSIS OR TREATMENT.

IN NO EVENT WILL SUN LIFE, ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR THEIR RESPECTIVE SUCCESSORS AND ASSIGNS BE LIABLE FOR DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, CONSEQUENTIAL, OR OTHER DAMAGES, ARISING OUT OF A PARTICIPANT'S PARTICIPATION IN THE PROGRAM, WHETHER SUCH DAMAGES ARE BASED ON WARRANTY, CONTRACT, TORT, OR OTHERWISE.

Sun Life or its agents or its affiliates will not be responsible for invalid, expired, unchecked information including full name, email address, and mailing address, or acts of any professionals involved in servicing the Program including pharmacists or healthcare providers.

Sun Life or its agents or its affiliates will not be responsible for any unavailability of or interruptions to any service or equipment used in connection with the Program, including and without limitation to:

- a) Interruptions to any network, server, Internet, website, telephone, satellite, computer or other connections
- b) Failures of any telephone, satellite, hardware, software or other equipment.
- c) Garbled, misdirected or jumbled transmissions or traffic congestion.
- d) Other errors of any kind, whether human, technical, mechanical or electronic.
- e) The incorrect or inaccurate capture of information or the failure to capture any such information.



Sun Life is not affiliated with or associated with Abbott. Sun Life is not responsible for any products and services from Abbott. Any use of Abbott's products and services, including the Trial Kit, are governed by Abbott's terms, including those related to confidentiality, data privacy and security. Participants should read and follow all instructions provided by Abbott for its products and services.

## OWNERSHIP INTEREST DISCLOSURE

SHG Pharmacy Inc. and SHG West Pharmacy Inc., doing business as Pillwaypharmacies, are partially owned by Simpill Health Group Inc. For your information, and as a point of disclosure, Sun Life has partial ownership in Simpill Health Group Inc.