

Electronic Certificate

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Certification Statement

We certify that the final electronic form of this material is in accordance with the regulations set forth by the health authority for the country of this document, and is a fair and truthful presentation of the facts about the product.

| Role | Signature |
|---|--|
| Jose Manuel Lechuga - Marketing/Commercial Approval (josemanuel.lechuga@abbott.com) | Meaning: As the Marketing/Commercial, I approve this document for use. Date: 20-Dec-2021 04:44:33 GMT+0000 |
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ENSURE® AWARENESS CAMPAIGN TERMS & CONDITIONS

SECTION 1: CAMPAIGN TERMS AND CONDITIONS

- 1. This Ensure® Awareness Campaign ("Campaign") is operated by Abbott Laboratories South Africa (Pty) Ltd (hereinafter "Abbott" or "we" or "us" as the context may require).
- 2. These terms and conditions ("Terms") govern the operation of the Campaign and participants (hereinafter "Participants" or "you" as the context may require) participation in the Campaign.
- 3. Only permanent residents and citizens of South Africa who are 18 (eighteen) years and older and in possession of a valid South African identity book ("Participants") shall be eligible to participate in this Campaign. Employees of Abbott or any Abbott distributor/wholesaler shall not be permitted to participate in this Campaign.
- 4. In accessing the Campaign's website ("Website"), Participants agree to (i) these Campaign Terms (ii) the Website Terms and Conditions (Section 2) and (iii) the Privacy Policy (Section 3).
- 5. Abbott reserves the right to, at any time, suspend or terminate the Campaign without any liability to any Participant(s).
- 6. To enter this Campaign, Participants are required to:
 - a. Register on the Ensure® site at https://pages.ensure.abbott/za/strength-tracker-landing-page and enter their name, surname, email address (collectively the "Data")
 - b. The completed registration will enter the Participant in the Campaign and will constitute one entry ("Entry").

Participants are not permitted to register more than once or to create multiple Entries by using different email addresses or other methods in order to multiply entries. Multiple Entries shall automatically be deemed null and void and Abbott reserves the right to terminate a Participant's participation under Section 7 below.

- 7. By participating in the Campaign, Participants agree and consent to their Data being captured and used by Abbott for those purposes as set out in the Privacy Policy.
- 8. Abbott reserves the right to, at any time, unilaterally terminate a Participant's participation as a result of a Participant's breach of these Terms.
- 9. Participants are not required to purchase any Ensure ® product in order to participate in the Campaign.
- 10. The Campaign commences on Monday the 10th of January 2022 and will close midnight on the 31st of December 2022, at 12:00 am (the "Closing Date"). Any Entry created after the Closing Date will be deemed null and void. Abbott shall not be liable to Participants as a result of Entries failing to be created or being created late due to any reason.
- 11. By participating in the campaign, participants will receive 1 (One) R50.00 (Fifty Rand) Ensure® grocery coupon:
 - a. By joining the Campaign, each participant is entitled to receive 1 (One) Ensure® R50.00 (Fifty Rand) grocery coupon that can be redeemed on purchase of any

Ensure® Nutritional Supplement that includes Ensure® Vanilla 850g, Chocolate 850g and Strawberry 850g. The R50.00 (Fifty Rand) grocery coupon is redeemable at the following chosen participating retailers:

- i. In store at Dischem;
- ii. Online via Takealot; or
- iii. In store at any Checkers branded store.
- b. The R50.00 (Fifty Rand) grocery coupon can only be redeemed once by Participant.
- c. Participants will only be entitled to 1 (One), R50.00 (Fifty Rand) grocery coupon.
- d. The R50.00 (Fifty Rand) grocery coupon cannot be redeemed during a period where the product is on promotion at the selected participating retailer.
- e. R50.00 (Fifty Rand) grocery coupon cannot be redeemed for cash and is not transferable.

SECTION 2: WEBSITE TERMS & CONDITIONS

Terms and Conditions of Website Use

These terms and conditions apply to your use/access of the Ensure® Awareness Campaign Web Site.

Your access to this website is subject to the following terms and conditions which may be updated by us from time to time without notice to you. By accessing or using this website, you agree that you have read, understood, and agree to be bound to these terms and conditions, as they may be amended from time to time, as well as to the terms of our Privacy Policy and Cookie Policy, which are hereby incorporated into these Terms and Conditions. You are responsible for periodically reviewing these Terms and Conditions for applicable changes. Your use of this website after posting by us of any changes to these Terms and Conditions constitutes your acceptance to those changes. If you disagree with these Terms and Conditions (as they may be amended from time to time), or are dissatisfied with this website, your sole and exclusive remedy is to discontinue using this website.

Disclaimers

You acknowledge and agree that:

We do not warrant the accuracy, effectiveness and suitability of any information contained in this website. Each person assumes full responsibility and all risks arising from use of this website. The information is presented "AS IS" and may include technical inaccuracies or typographical errors. Abbott reserves the right to make additions, deletions, or modifications to the information at any time without any prior notification.

Abbott makes no representations or warranties of any kind or nature with respect to the information or content posted on this website. Unless otherwise stated on this website, Abbott hereby disclaims all representations and warranties, whether express or implied, created by law, contract or otherwise, including, without limitation, any warranties of merchantability, fitness for a particular purpose, title or non-infringement. In no event shall Abbott be liable for any damages of any kind or nature, including, without limitation, direct, indirect, special (including loss of profit) consequential or incidental damages arising from or in connection with the existence or use of this website and/or the information or content posted on this website, regardless of whether Abbott has been advised as to the possibility

of such damages.

Abbott is not responsible, and provides no warranty whatsoever, for the accuracy, effectiveness, timeliness and suitability of any information or content obtained from third parties, including any hyperlinks to or from third-party sites.

Abbott will endeavor to keep this website available for use however; we cannot guarantee this and take no responsibility for any loss or damage that occurs due to an interruption of access to this website. Abbott may interrupt access to this website for maintenance reasons or for any other reason, at Abbott's sole discretion.

Your use

You understand, acknowledge, and agree to the following:

By using this website, you agree not to disrupt or intercept our electronic information posted on this website or on any of our servers. You also agree not to attempt to circumvent any security features of our website, and to abide by all applicable, local and international laws, rules and regulations.

Except as expressly stated and agreed upon in advance by Abbott, no confidential relationship shall be established in the event that any user of this website should make any oral, written or electronic communication to Abbott (such as feedback, questions, comments, suggestions, ideas, etc.). If any Abbott website requires or requests that such information be provided, and that such information contains personal identifying information (e.g., name, address, phone number), Abbott shall obtain, use and maintain it in a manner consistent with our Privacy Policy. Otherwise, such communication and any information submitted therewith shall be considered non-confidential, and Abbott shall be free to reproduce, publish or otherwise use such information for any purposes whatsoever including, without limitation, the research, development, manufacture, use or sale of products incorporating such information. The sender of any information to Abbott is fully responsible for its content, including its truthfulness and accuracy and its non-infringement of any other person's proprietary or rights.

Intellectual Property

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No use of any Abbott trademark, trade names, trade dress and products in this website may be made without the prior written authorization of Abbott, except to identify the product or services of the company.

If you believe that your work has been copied and is accessible on this site in a way that constitutes copyright infringement, you may notify Abbott by providing our copyright agent with the following in writing:

- Identification of the copyrighted work that you claim has been infringed;
- Identification of the material that is claimed to be infringing and information reasonably sufficient to permit Abbott to locate the material;
- Your name, address, telephone number, and email address;
- A statement by you that you have a good faith belief that the disputed use is infringing and not authorized; and
- A statement, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or are authorized to act on the copyright owner's behalf.
- The electronic or physical signature of the copyright owner or a person authorized to act on the copyright owner's behalf.

To submit a notification of claimed infringement, please contact Abbott's Designated Agent at the following address:

Abbott Laboratories Attn: Trademark Department 100 Abbott Park Road Dept. 377 Bldg. AP6A-1 Abbott Park, IL 60064

Email: <u>trademarks@abbott.com</u>

Privacy and Security

Abbott is committed to safeguarding your privacy online. We understand the importance of privacy to our customers and visitors to our Web site. Our use of personally identifiable information is governed by our Privacy Policy and by accessing and using our Web site, you agree to be bound by that policy.

Limitation of Liability

Abbott does not assume any liability for the materials, information and opinions provided on, posted to, or otherwise available through, this website. Reliance on these materials, information and opinions is solely at your own risk. Abbott disclaims any liability for injury or damages resulting from the use of this website, or the content contained thereon.

This Abbott website, the site content, and the products and services provided on or available through this website are provided on an "as is" and "as available" basis, with all faults. In no event shall Abbott, or its subsidiaries, affiliates, vendors, or their respective directors, employees or agents (hereinafter "Abbott Parties") be liable for any damages of any kind, under any legal theory, arising out of or in connection with your use of, or inability to use, this website, the site content, any services provided on or through this website or any linked site, including any special, indirect, punitive, incidental, exemplary or consequential damages. Except in the case of death or personal injury caused by their negligence, Abbott and the Abbott Parties hereby disclaim, to the maximum extent permitted by applicable law, liability for any loss or damage which may be suffered by any person, whether suffered directly, indirectly, immediately or consequentially, and whether arising in contract, tort (including

negligence) or otherwise which arises out of, or in connection with: (i) use of, or inability to use, the website; (ii) use of information or content on the website; (iii) any services provided on or through the website; and (iv) interception or unauthorized access to personal information submitted to the website, including, without limitation, the following categories of loss or damage, whether or not Abbott has been advised of the possibility of such loss or damage:

- loss or corruption of data
- loss of profits
- loss of anticipated savings
- loss of business opportunity
- loss of goodwill
- loss of reputation
- special damage

General

You agree that these terms and conditions describe the entire agreement between us with respect to its subject matter. These terms and conditions shall be governed and construed in accordance with the laws of the Republic of South Africa. If an arbitration panel of competent jurisdiction finds that any provision of these terms and conditions is invalid or unenforceable, you agree that the other provisions of these terms and conditions will remain in full force and effect. Any dispute arising out of, or in connection with, these terms and conditions, including any question regarding their existence, validity or termination, or the legal relationships established by these terms and conditions, shall be referred to referred to arbitration in accordance with the Rules of the Arbitration Foundation of Southern Africa ("AFSA"). The arbitration tribunal shall consist of one (1) arbitrator appointed by the AFSA. The seat of the arbitration shall be Johannesburg, Gauteng. The arbitration proceedings and award shall be conducted and written in the English language. The arbitration award shall be final and binding on both Parties and not subject to any appeal.

SECTION 3: PRIVACY POLICY

This Privacy/Cookies Policy explains how we handle the personal information that you provide to us on the Ensure® Awareness Campaign Web Site controlled by Abbott Laboratories South Africa (Pty) Ltd (including its subsidiaries and affiliates) which link to this Privacy/Cookies Policy (referred to as "Abbott Web Sites") and when you contact us by telephone. This Privacy/Cookies Policy also describes the collection of certain other types of technical and web browsing information through cookies and similar technologies on Abbott Web Sites.

This Privacy/Cookies Policy does not apply to personal information collected from Abbott Web Sites that do not link to this Privacy/Cookies Policy, or to third-party web sites to which Abbott Web Sites may link. Your use of Abbott Web Sites, which link to this Privacy/Cookies Policy is subject to this Privacy/Cookies Policy and the Terms of Use.

Please read this Privacy/Cookies Policy before using Abbott Web Sites or submitting personal information to us.

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I. Types of Information Collected

How does this Privacy/Cookies Policy define "personal information"?

"Personal information" means information that identifies you or could reasonably be used to identify you and which is submitted to and/or collected by Abbott Web Sites and maintained by Abbott in an accessible form. Examples of personal information include your name, your postal address, your e-mail address, and your telephone number.

What types of information does Abbott collect online?

Personal Information You Submit: Abbott collects personal information that you enter into data fields on Abbott Web Sites. For example, you may submit your name, postal address, e-mail address, and/or other information in order to receive information about various subjects, register for Abbott programs, contact Abbott customer service, or respond to Abbott surveys. To protect your privacy, you should not provide Abbott with any information that is not specifically requested.

Passive Collection of Certain Other Technical and Web Browsing Information: Abbott Web Sites may collect information about your visits to Abbott Web Sites without you actively submitting such information. This information may include, for example, your browser type and language, your operating system, your Internet Protocol (IP) address, the URLs of sites you visited before and after visiting the Abbott Web Site, the web search that landed you on the Abbott Web Site, web pages and advertisements you view and links you click on within the Abbott Web Site. This information may be collected using various technologies, such as cookies, Internet tags, and web beacons. Your Internet browser also automatically transmits to Abbott Web Sites some of this information, such as the URL of the Web site you just visited and the browser version your computer is operating.

II. Collection of Personal Information

Does Abbott collect "sensitive" Personal Information?

In some jurisdictions and subject to your consent, Abbott Web Sites collect personal information, such as health related information. This information may be designated as "sensitive" under data privacy laws. Abbott shall adopt additional measures as required by local law for the processing of such information. In addition, individual Abbott subsidiaries or affiliates may adopt measures to address local custom or social expectation about such information. By providing us with sensitive personal information, you consent to Abbott collecting, transferring, storing and processing it

How does Abbott use personal information that I have provided?

Abbott will use the personal information you provide through Abbott Web Sites to respond to your questions and to provide you with efficient customer service.

We may also use this personal information for other business purposes, such as to offer you the opportunity to receive notices regarding Abbott's products or services, to invite you to participate in surveys about our products, or to notify you about special promotions.

Will Abbott combine personal information I provide on an Abbott Web Site with other personal information about me?

Abbott may combine the personal information that a customer provides on one Abbott Web Site with the personal information provided by that customer on other Abbott Web Sites.

Abbott may combine personal information that you provide to us online with our offline records.

Abbott may combine personal information that you have provided to us directly with records provided by third parties.

We use this consolidated information to help us better design Abbott Web Sites and Abbott products, to communicate information to you, to enhance our marketing and research activities, and to facilitate other business functions.

What choices do I have about how Abbott collects and uses personal information about me?

You may always limit the amount and type of personal information that Abbott receives about you by choosing not to enter any personal information into forms or data fields on Abbott Web Sites. Some of our online services can only be provided to you if you provide us

with appropriate personal information. Other parts of Abbott Web Sites may ask whether you wish to opt into or opt out of our contact lists for offers, promotions and additional services that may be of interest to you.

Does Abbott share personal information with third parties?

Abbott will not sell or license your personal information to third parties except in connection with the sale or transfer of a product line or division, or in connection with a joint marketing program.

Abbott may share your personal information with third parties with whom Abbott is jointly marketing a product or service or jointly conducting a program or activity. It is Abbott's practice to notify you if you are registering for a program which is conducted in conjunction with another company that may require access to your personal information.

Abbott may also share your personal information with vendors with whom Abbott contracts to carry out business activities for Abbott. If Abbott provides your personal information to vendors to assist us with our business activities, it is Abbott's practice to require those vendors to keep your personal information confidential and to use your personal information only to perform functions for Abbott.

Abbott may share your personal information with a third party in connection with the sale or transfer of one of its product lines or divisions so that the buyer can continue to provide you with information and services.

Abbott reserves the right to disclose your personal information to respond to authorized information requests from government authorities, to address national security situations, or when otherwise required by law.

Who within Abbott will have access to personal information about me?

Personal information can be accessed by a restricted number of Abbott employees. We train our employees about the importance of privacy and how to handle and manage customer data appropriately and securely.

How does Abbott secure personal information?

It is Abbott's practice to secure each web page that collects personal information; however, the confidentiality of personal information transmitted over the Internet cannot be guaranteed. We urge you to exercise caution when transmitting personal information over the Internet, especially personal information related to your health.

Abbott cannot guarantee that unauthorized third parties will not gain access to your personal information; therefore, when submitting personal information to Abbott Web Sites, you must weigh both the benefits and the risks.

In addition, Abbott Web Sites covered by this Privacy/Cookies Policy will display a warning whenever you link to a Web site that is not controlled by Abbott or subject to an Abbott Privacy/Cookies Policy; you should check the privacy policies of such third-party Web sites before submitting personal information.

Does Abbott transfer personal information to different jurisdictions?

Abbott stores data on secured servers in several countries around the world. Please be aware that information you provide to us or we obtain as a result of your use of the Abbott

Web Sites may be processed and transferred to countries other than the country in which you are resident, including the United States. The privacy and data protection laws in such countries may not be equivalent to the laws in your country of residence. By using and participating in any Abbott Web Sites or providing us with your information, you consent to this collection, transfer, storage, and processing of information to and in such countries.

How does Abbott protect the privacy of children?

Abbott does not knowingly collect or use any personal information from children (we define "children" as minors younger than 13) on Abbott Web Sites. We do not knowingly allow children to order our products, communicate with us, or use any of our online services.

If you are a parent and become aware that your child has provided us with information, please contact us using one of the methods specified below, and we will work with you to address this issue.

How may I correct personal information or delete it from current customer records?

In accordance with local legal law, you may request that we remove your personal information from our current customer records or that we amend your personal information. Please notify us of your wishes by contacting us in one of the ways specified below. For our record keeping purposes, we will retain certain personal information you submit in conjunction with commercial transactions.

III. Use of Cookies and Other Tracking Technologies

Why do Abbott Web Sites use "cookies" and other tracking technologies?

A "cookie" is a file that our webserver may send to your computer when you access an Abbott website. This file is then stored on your computer. After you have entered personal information into a form or data field on an Abbott website, Abbott may use cookies and certain other technologies to allow that Web site to "remember" your personal preferences, such as sections of that Web site that you visit frequently and, if you choose, your user ID.

Passive information collection technologies can make your use of Abbott Web Sites easier by allowing Abbott to provide better service, customise sites based on consumer preferences, compile statistics, analyse trends, and otherwise administer and improve Abbott Web Sites.

Certain features of Abbott Web Sites may not work without use of passive information collection technologies.

You can also learn more about cookies by visiting www.allaboutcookies.org

What types of cookies and other tracking technologies do Abbott Web Sites use?

Abbott Web Sites use "session" cookies. Session cookies are temporary bits of information that are erased once you exit your web browser window or otherwise turn your computer off.

Session cookies are used, for example, to improve navigation on our web sites, block visitors from providing information where inappropriate (the site "remembers" previous entries of age or country of origin that were outside the specified parameters and blocks subsequent changes) and to collect aggregated statistical information. The list of cookies that are used on the Ensure® Awareness Campaign website is available here.

| Cookie | Cookie Type | Description |
|---|----------------------------|---|
| has_js | Functional | It allows the server to know whether it can rely on JavaScript. When it is set to "1", it means that JavaScript is activated on any page. |
| [session id] | Functional | It allows the user to connect to the site. |
| utma | Analytical | It is used to keep track of the returning visits on the site. |
| utmb | Analytical | It is used to establish a user session. |
| utmc | Analytical | It is used to establish a user session. |
| utmz | Analytical | It keeps track of where the visitor came from and what search engine they used. |
| PREF | Google Maps Preferences | It stores the user's preferences for Google Maps. |
| SID, SAPISID, APISID, SSID, HSID, NID | Google Maps Preferences | Google established a certain number of cookies on pages that include Google Map. |

Abbott Web Sites may use "persistent" cookies. Persistent cookies are more permanent bits of information that are placed on the hard drive of your computer and stay there unless you delete the cookie. Persistent cookies store information on your computer for a number of purposes, such as retrieving certain information you have previously provided (e.g., passwords), helping to determine what areas of the web site visitors find most valuable, and customising the web site based on your preferences on an ongoing basis. Persistent cookies placed by this site on your computer may hold personally identifiable information, but only if you have registered or have otherwise consented to the retention of personally identifiable information you have provided at the site. Otherwise our site's server only knows that an unidentified visitor with your cookies has returned to the site.

Abbott Web Sites may use "web beacons" (also known as internet tags, single-pixel GIFs, clear GIFs, and invisible GIFs) A web beacon is a tiny graphic on a web page or in an e-mail message that is used to track pages viewed or messages opened. Web beacons tell the web site server information such as the IP address and browser type related to the visitor's computer. Web beacons may be placed on online advertisements that bring people to our site and on different pages of our site. Web beacons provide us with information on how many times a page is opened and which information is consulted.

What choices do I have about Abbott's use of cookies and other tracking technologies?

You can choose to enable or disable the use of cookies and other tracking technologies on Abbott web sites. Exactly how these choices are presented to you and the process for making such choices may vary by web site.

On some Abbott Web Sites, you may be asked to explicitly consent to the use cookies and/or other tracking technologies on that web site. Cookies that are necessary to the operation of the site and to the provision of the services you have requested will continue to function regardless of whether you have provided consent. Other types of cookies and tracking technologies will be turned off until you provide explicit consent. As a result, the functionality of the site may be reduced until you choose to provide explicit consent.

On some Abbott Web Sites, you may be provided with preference questions or boxes allowing you to indicate that you do not want that web site to use cookies or other tracking technologies that are not necessary to the operation of the site. If you choose to exercise this opt-out option, the functionality of the site may be reduced as a result.

Some Internet browsers allow you to limit or disable the use of cookies and other tracking technologies. Please refer to the information provided by your Internet browser for instructions on how to do so (generally found under a "Help" menu)

IV. Contact Information and Policy Updates

How can I contact Abbott?

If you have questions about the use, amendment, or deletion of personal information that you have provided to us, or if you would like to opt out of future communications from an Abbott business or a particular Abbott program, please contact us on our customer care line 22 87 send an email to the following 0861 or email ZA_ANI_Customer_complaints@abbott.com. Alternatively, you may send a letter to the following address:

Abbott Laboratories

Attention: Abbott ANI

Abbott Place

219 Golf Club Terrace

Constancia Kloof 1709

South Africa

In all communications to Abbott, please include the e-mail address used for registration (if applicable), the Web site address or the specific Abbott program to which you provided personal information (e.g. Abbott.com, etc.), and a detailed explanation of your request.

If you would like to delete, amend or correct your personal information and are contacting us by e-mail, please put "Deletion Request" or "Amendment/Correction Request", as applicable, in the subject line of the e-mail. We will do our best to respond to all reasonable requests in a timely manner.

How will I know whether Abbott has updated this policy?

Without prejudice to your rights under applicable law, Abbott reserves the right to amend this Privacy/Cookies Policy without prior notice to reflect technological advancements, legal and regulatory changes and good business practices.

If Abbott changes its privacy practices, an updated version of this Privacy/Cookies Policy will reflect those changes and we will notify you of such changes by updating the effective date at the top of this Privacy/Cookies Policy.