



SIENTRA LUXE™ PATIENT REBATE PROGRAM TERMS AND CONDITIONS

1. Description of Program

The Sientra Luxe Patient Rebate Program (the “Luxe Rebate Program”), is a program owned and operated by Sientra, Inc. (“Sientra”), by which Eligible Patients (defined in Section 4 below) may be entitled to receive a rebate in connection with Qualifying Surgeries (defined in Section 6 below).

2. Effective Date and Applicability

The Luxe Rebate Program applies to all Qualifying Surgeries between January 1, 2021 and December 31, 2021 (the “Program Period”). The Luxe Rebate Program is void where prohibited by law. Non-Qualifying Surgeries do not count towards the Luxe Rebate Program’s benefits.

3. Agreement to be Bound

By participating in and accepting any benefits of the Luxe Rebate Program, Eligible Patients agree to, and accept, these Terms and Conditions, as well as any amendments made to them from time to time, and the decisions of Sientra with respect to their interpretation and application which are final and binding in all matters related to the Luxe Rebate Program. Each Eligible Patient represents and warrants that they have read these Terms and Conditions, are fully familiar with their Eligible Patient that fails to comply with these Terms and Conditions will, in Sientra’s sole discretion, will forfeit all benefits under the Luxe Rebate Program.

4. Program Eligibility and Limits

The Luxe Rebate Program is available to legal residents of the United States, the District of Columbia and Puerto Rico who are 22-years or older at the time of their Qualifying Surgery. Licensed health professionals, employees of licensed health professionals, and employees of Sientra are excluded from participating in the Luxe Rebate Program. As space is limited, participation in the Luxe Rebate Program is by invitation only to patients who undergo a Qualifying Surgery during the Program Period with a Sientra surgeon who is enrolled in the Luxe Rebate Program (“Eligible Patients”). Only one rebate is available per Eligible Patient.

5. No Medical Advice

NO INFORMATION CONTAINED ON THIS SITE OR IN ANY EMAIL OR TEXT MESSAGE, OR OTHER COMMUNICATION SENT TO YOU BY SIENTRA IS PROVIDED WITH THE INTENTION TO GIVE YOU MEDICAL ADVICE OR INSTRUCTIONS ON THE APPROPRIATE USE OF OUR PRODUCTS. WE CANNOT ANSWER UNSOLICITED EMAILS, TEXTS OR OTHER COMMUNICATIONS REQUESTING PERSONAL MEDICAL ADVICE. YOU SHOULD ALWAYS CONSULT YOUR HEALTHCARE PROFESSIONAL REGARDING TREATMENT PLAN.

FOR IMPORTANT SAFETY INFORMATION REGARDING SIENTRA BREAST IMPLANTS SEE THE [SIENTRA PATIENT EDUCATIONAL BROCHURE](#).



6. Program Benefits and Qualifying Surgeries

An Eligible Patient who undergoes a Qualifying Surgery will be entitled to receive one (1) two hundred and fifty dollar (\$250) digital gift card. To redeem the digital gift card, Eligible Patients must go to <https://sientra.com/LuxePatientRebate> and complete the online form and supply all necessary information to verify the Qualifying Surgery. Provided that the rebate has been activated as provided in Section 7 below, Sientra will email a two hundred and fifty dollar (\$250) digital gift card to the Eligible Patient within fourteen (14) days of completion of the online form or submission of the applicable Device Tracking forms by the Eligible Patient's surgeon (whichever is the latter). The digital gift card must be used within ninety (90) days of issuance.

A Qualifying Surgery is a breast augmentation surgery performed by a Sientra surgeon enrolled in the Luxe Rebate Program during the Program Period in which two (2) Sientra breast implants are implanted. Reconstruction surgeries, or any surgeries that are reimbursable, in whole or in-part, by any federal healthcare program (including Medicare, Medicaid, and TRICARE) or by any public or private insurance, are not eligible as Qualifying Surgeries.

7. Rebate Activation

In order for an Eligible Patient to receive the rebate, the Eligible Patient's surgeon must have activated the rebate by submitting completed Device Tracking Forms for the Qualifying Surgery prior to the patient completing the online form. Failure of an Eligible Patient's surgeon to timely submit Device Tracking Forms will prevent Eligible Patients from accessing their digital gift card.

8. Use Of Your Information And Personal Information

Sientra will collect information about you, including potential personal information (such as name, address, telephone number, email address, or other information able to identify, locate or contact you) in connection with the Luxe Rebate Program. Sientra will use such information for the administration of the Luxe Rebate Program and to provide you with information about the Luxe Rebate Program. Sientra may also use this information for our internal purposes, to better understand your needs and how to improve the Luxe Rebate Program, our products, services and offerings, and to send you information about Sientra, its products, services and offerings. For further information regarding the handling of your information by Sientra, including your ability to access, correct or delete any such information, please see Sientra's [Privacy Statement](#).

Sientra has partnered with Giftbit Corp. to administer the Luxe Rebate Program. Please read [Giftbit's Terms and Privacy Policy](#). BY PARTICIPATING IN THE LUXE REBATE PROGRAM YOU AGREE TO THE TERMS AND PRIVACY POLICY OF GIFTBIT.

9. Program Modification

Sientra reserves the right at any time to modify or amend these Terms and Conditions, or to modify, suspend or discontinue the Luxe Rebate Program in whole or in part, or to designate promotional periods during which the terms of the Luxe Rebate Program change or designate periods of time during which the Luxe Rebate Program is not applicable. Any changes will be reflected in an updated version of these Terms and Conditions at <https://sientra.com/LuxePatientREbate/Consumer-Terms-and-Conditions>. Sientra shall not be liable to Eligible Patients or any third party for any modification or change to these Terms and Conditions, or discontinuance of the Luxe Rebate Program in whole or in part.



10. Limitation of Liability/Release

Sientra and its affiliates and their respective representatives, agents, directors, officers, shareholders, and employees (the “Sientra Entities”) are not responsible for and shall not be liable for: (i) telephone, electronic, hardware or software program, network, Internet, computer or other malfunctions, failures, or difficulties of any kind, whether human or technical; (ii) failed, incomplete, garbled, or delayed computer transmissions; (iii) any condition caused by events beyond our control; (iv) any injuries, losses, or damages of any kind arising in connection with or as a result of a benefit or acceptance, delivery or failure to timely deliver, possession, or use of a benefit, or from participation in the Luxe Rebate Program; or (v) any printing or typographical errors in any materials associated with the Luxe Rebate Program. Further, in no event shall the Sientra Entities be liable for any damages of any kind or nature, including but not limited to, direct, indirect, incidental, consequential, exemplary, special (including loss or profit), punitive, or other damages arising from or in connection with the existence or use of the Luxe Rebate Program, Sientra.com or any other website or mobile application used or offered by Sientra, or any such dispute, regardless of whether any of the Sientra Entities has been advised as to the possibility of such damages. Eligible Customers accept all responsibility for, and hereby indemnify and hold harmless the Sientra Entities from and against, any actions taken by any user authorized to use your account, including, but not limited to, accrual of benefits, redemption of benefits, and disclosure of passwords to third parties.

11. Proprietary Rights

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12. Governing Law and Disputes

These Terms and Conditions shall be governed by and construed in accordance with the laws of the State of California without regard to choice-of-law principles. All applicable federal, state, and local laws and regulations apply. The invalidity or unenforceability of any provisions of these Terms and Conditions shall not affect the validity or enforceability of any provision. In the event that any provision of these Terms and Conditions is found to be invalid or unenforceable, these Terms and Conditions shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein.