

**ABBOTT NUTRITION
COUPON REDEMPTION POLICY
*Effective May 1, 2019***

This document outlines the terms and conditions governing the redemption of any Abbott Nutrition coupons (both paper and digital) in the United States by its retailers or retailer clearinghouses. This Coupon Redemption Policy (“Policy”) may be modified at any time by Abbott Nutrition in Abbott Nutrition’s sole discretion, and such changes will be disseminated by Abbott Nutrition’s authorized agent. The current Policy is set forth as follows:

REDEMPTION OF ABBOTT NUTRITION COUPONS INDICATES RETAILER’S AND RETAILER’S CLEARINGHOUSE’S ACCEPTANCE AND COMPLIANCE WITH THIS POLICY. NO COURSE OF DEALINGS WITH ABBOTT NUTRITION OR ANY PURCHASE ORDER, INVOICE, RETAILER POLICY, RETAILER’S CLEARINGHOUSE’S POLICY OR SIMILAR DOCUMENT SHALL BE CONSTRUED TO MODIFY ANY OF THE TERMS OF THIS POLICY.

A. Redemption at the Store

1. Coupons are redeemable only by a consumer purchasing the flavor, quantity and size of the specific brands and product(s) stated on the coupon, with the face value of the coupon deducted from the actual retail price. Only one (1) coupon shall be honored per customer per product specified within the offer, i.e., no “stacking.” Limit of two (2) identical coupons in the same shopping trip.
2. Coupon must be redeemed prior to the expiration date. Pharmacists/Retailers must submit coupons for reimbursement within 180 days after the expiration date of the coupon.
3. Coupons may not be resold and may only be redeemed by the retailer once; any other use constitutes fraud. Unless otherwise expressly permitted in connection with the specific offer, coupons are not assignable and are void if transferred from their original recipient to any other person or group. Abbott Nutrition does not permit the distribution, collection, sale, or assignment of its coupons by third parties for any reason. Except for Abbott Nutrition-sponsored promotions, coupons are not to be used in swap boxes, taped to product or placed on hooks near Abbott Nutrition products, gathered and distributed by any person or group for charitable fund-raising purposes, or otherwise.
4. Coupons may not be reproduced, photocopied, mutilated, trimmed or altered in any way by the retailer or consumer.
5. Retailer and retailer’s clearinghouse may qualify for participation in Abbott Nutrition digital coupon promotions upon the approval of Abbott Nutrition. Requirements include but are not limited to a) consistently high-quality coupon submissions, b) ability to meet industry standard data transmittal requirements, c) ability to provide point of sale data, d) acceptance of digital coupon requirements and terms and e) submissions made only through Abbott Nutrition’s authorized agent.
6. Coupons are void if restricted or prohibited by law. The consumer is required to pay any applicable sales tax. **Coupons are not valid for product reimbursed, in whole or in part, under Medicare, Medicaid or similar federal or state government programs.**
7. Coupons are only valid for Abbott Nutrition products sold at retail by retailers located in the fifty United States, the District of Columbia, U.S. military bases, Puerto Rico and other U.S. territories.

B. Submission of Coupons for Payment

1. To redeem coupons for Abbott Nutrition products, send coupons to the following address: CMS Dept 70074, ABBOTT NUTRITION, 1 Fawcett Dr., Del Rio, TX 78840. Abbott Nutrition will only accept properly redeemed and identified coupons directly from the retailer through Abbott’s authorized agent or through retailer’s authorized clearinghouse. No reproductions will be accepted. Coupons will not be honored if presented through third parties that have not been qualified and authorized by Abbott Nutrition to present coupons by retailer.

2. Submissions must provide single store identity and address. Electronic clearing or any other exceptions to Abbott Nutrition's standard process require Abbott Nutrition's prior approval. Abbott Nutrition reserves the right to deal directly with retailers on all matters pertaining to coupon submissions. Abbott Nutrition reserves the right to audit coupon processing practices of retailer and any of retailer's clearinghouses. Disclosure of redemption data to a third party by retailer or retailer's clearinghouse is prohibited. All applicable IRS reporting requirements, including obtaining an appropriate taxpayer identification number must be complied with by retailer and retailer's clearinghouse.

C. Payments and Denials of Submissions

1. Abbott Nutrition will reimburse retailer for the three items listed in #2 below if coupons retailer submits have been redeemed in accordance with Abbott Nutrition's offer as stated on the coupon. By submitting coupons for redemption, retailer is verifying that those coupons came from retail customers only, in connection with their purchase of the specified product(s) and terms of the coupon itself. Paper coupons will be processed within 30 days from the date of receipt of invoice and coupons. Digital coupons will be processed within 15 days from the date of receipt of the invoice data file.
2. Retailer will be reimbursed for the following three (3) items only:
 - (a) Face value of coupons, or if the coupon calls for free merchandise, for actual retail-selling price of the promoted product (up to the stated maximum value printed on the coupon). Abbott Nutrition will not reimburse retailers for amounts in excess of the actual retail selling price of the item, even if the coupon has a higher "up to" stated value. Abbott Nutrition will not reimburse retailers for items not specifically identified on the coupon itself (i.e., the coupon shall not apply to other Abbott Nutrition products or other items in the "market basket").
 - (b) 8¢ for handling each coupon properly redeemed (the 8¢ covers the following costs: front-end handling by the retailer; store to headquarters accounting; store occupancy; sundry loss; cost of funds; and coupon processing which covers any special handling, invoice preparation, or other fees).
 - (c) Reasonable out-of-pocket costs incurred for the physical transportation of the coupons to Abbott's authorized agent or retailer's clearinghouse, i.e. postage and data delivery management fees (DDM). Abbott Nutrition will not pay any other administrative, handling, transportation or other coupon processing fees that retailer or retailer's clearinghouse may assess.
 - (d) The freight component of DDM fees will be reimbursed at current actual uninsured rates. First Class U.S. postal rates will apply for shipments less than or equal to 13 ounces and United Parcel Service ground rates will apply for shipments which exceed 13 ounces.
3. **Retailer is not permitted to set-off or deduct coupon claimed amounts, reimbursements or coupon adjustments from any payments otherwise due to Abbott Nutrition without Abbott's prior approval.** If such deductions are made, the retailer's credit with Abbott Nutrition may be suspended, and/or shipments may be suspended until the amount is repaid.
4. Abbott Nutrition's actual count of coupons received shall be final and shall govern payment. Abbott Nutrition reserves the right to request evidence of proof of purchase to show that sufficient stock was purchased within the last 90 days to justify the number of coupons submitted and reserves the right to audit the coupon sorting and billing practices of retailer or retailer's clearinghouse involved in the coupon redemption process. Any failure to comply may void all coupons submitted.
5. Abbott Nutrition may reject all or part of a submission, withhold payment and confiscate coupons for cause and shall notify retailer of any such rejections. Retailer or retailer's clearinghouse agrees that any claims it may have pertaining to such rejections must be asserted in writing to Abbott Nutrition within 90 days of the date of such notice or those claims will be waived. Abbott Nutrition reserves the right to destroy misredeemed coupons within 180 days of the date of its notice that 3 redemptions are being denied. Retailer or retailer's clearinghouse

agrees that in the event of such destruction, Abbott Nutrition's records as to the propriety of the coupons marked for non-redemption shall be dispositive even if the actual coupons themselves have been destroyed.

6. Retailer or retailer's clearinghouse must notify Abbott Nutrition of any claims related to coupon processing or payment disputes (other than claims covered under Section C.5.) within 12 months of the original date of coupon payment or such claims shall be deemed extinguished. Retailer or retailer's clearinghouse may not bring any post-audit claims outside of this timeframe.
7. This Policy shall be governed in accordance with the laws of the State of Illinois, without regard to conflict of laws principles.
8. If false or misleading verification information is provided to Abbott Nutrition or Abbott's authorized agents during the retailer or retailer's clearinghouse qualification process, redemption privileges with Abbott Nutrition may be permanently terminated. Abbott Nutrition reserves the right to forward coupons to law enforcement agencies for review and investigation as Abbott Nutrition may deem appropriate.

D. Miscellaneous Terms

1. The cash redemption value of each coupon is 1/100 of one cent.
2. It is FRAUD to present coupons for redemption other than as provided by this Policy.
3. Termination - Abbott Nutrition may terminate this Policy at any time.
4. The credit risk of dealing with the retailer's coupon clearinghouse, if any, is borne by retailer.
5. RETAILER AGREES THAT FAILURE TO OBSERVE THESE TERMS AND CONDITIONS FOR PROPER REDEMPTION MAY AT THE SOLE OPTION OF ABBOTT NUTRITION VOID ALL COUPONS SUBMITTED FOR REIMBURSEMENT AND ALL COUPONS MAY BE RETAINED AS PROPERTY OF ABBOTT NUTRITION, WITHOUT PAYMENT.
6. THE EXERCISE OR WAIVER, IN WHOLE OR IN PART, BY ABBOTT NUTRITION, OF ANY RIGHT, REMEDY OR DUTY PROVIDED FOR IN THIS POLICY WILL NOT CONSTITUTE THE WAIVER OF ANY PRIOR, CONCURRENT OR SUBSEQUENT RIGHT, REMEDY OR DUTY UNDER THIS POLICY.

For any questions relative to this Policy please speak with your Abbott Nutrition Sales Representative or call Abbott Nutrition Customer Service at 1-800-551-5840.