

Energizer Brands, LLC

Agreement: Terms for Proper Coupon Redemption Effective: 1-1-2016

Coupon accepting entity (herein after referred to as “Retailer”): Your submission of coupons for redemption signifies your acceptance of the terms and conditions printed on coupons and set forth below, which are incorporated into all Energizer Brands, LLC (herein after referred to as the “Manufacturer”) coupons by reference. Each submission of coupons to the Manufacturer creates a binding enforceable Agreement (the “Agreement”) to honor the following terms and conditions. It is the Retailer’s responsibility to ensure its employees and its clearinghouse (if applicable) are aware of and in compliance with this Policy. YOUR ACCEPTANCE AND REDEMPTION OF THE MANUFACTURER’S COUPONS AND THE HANDLING OF SUCH COUPONS BY YOUR CLEARINGHOUSE (IF APPLICABLE) CONSTITUTE A BINDING AGREEMENT TO HONOR THE FOLLOWING COUPON TERMS AND CONDITIONS:

- I. A coupon subject to this Agreement shall be redeemable only when an actual consumer purchases, at retail, the brands / products / sizes / quantities indicated on the face of the coupon, on or prior to the expiration date noted on the coupon, and Retailer subtracts the face value from the retail price of the Manufacturer’s product. Coupons must not be accepted from a consumer after the stated expiration date.
- II. Coupons may not be reproduced, photo-copied, altered in any way, or trimmed in a way that obscures or removes the bar code or other material information. No such coupons will be honored if presented for redemption.
- III. Only one coupon may be redeemed against the purchase of a product or products (as in the case of multiple purchase requirements) as specified on the coupon.
- IV. The consumer is required to pay any applicable sales tax charged in connection with the purchase of the product.
- V. Only coupons received by the Manufacturer or Manufacturer’s agent within six (6) months (180 days) of the expiration date on the face of the coupon will be honored.
- VI. For Internet Coupons, only coupons authorized by the Manufacturer through an approved internet vendor will be accepted. Retailer may not accept an electronic image of an Internet coupon. All such coupons must be downloaded and printed by the consumer, and presented and surrendered to the Retailer at the time of purchase.
- VII. Coupons are not authorized to be used when the consumer is purchasing products for resale. The Manufacturer reserves its right not to honor redemption of any such coupon at any time it discovers such use.
- VIII. Coupons are good only in the fifty United States, Puerto Rico, the District of Columbia, US territories and possessions and in US military installations worldwide including A.P.O.’s, and F.P.O.’s or as otherwise restricted on the coupon.
- IX. The terms and conditions of a coupon offer, as printed on the coupon, clearly set forth the offer and the intent of the Manufacturer and override any technical issues, conflicts or scanning problems in the bar code.
- X. Coupons are void where prohibited, taxed, or otherwise restricted by law. The cash redemption value of each coupon is 1/20 cent or as otherwise stated on the coupon.
- XI. Coupons are non-assignable and are void if sold, traded, or auctioned or otherwise transferred by Retailer to any other person, firm, group or organization, other than Retailer’s clearinghouse (if applicable). The Manufacturer does not permit the unauthorized distribution, collection, sale or assignment of its coupons for any reason. The Manufacturer coupons are not to be used in swap boxes, taped to product, sold or

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traded online or otherwise made available to anyone outside their intended means of distribution. Coupons may not be gathered and distributed by any person or group for charitable fund-raising purposes.

- XII. For each properly redeemed coupon, the Manufacturer will reimburse, in the form of electronic direct deposit or check (to be decided at Manufacturer's discretion), the following items:
- (a) Face value of the coupon; or

In the case of a free goods coupon, the value hand-printed legibly in the retail price box by the Retailer's cashier, not to exceed the maximum reimbursement value printed on the coupon adjacent to the retail price box or elsewhere on the coupon. If you do not print a price in the retail price box, or if the printed price is illegible, an average market price will be used as the coupon value, not to exceed the maximum reimbursement value printed on the coupon adjacent to the retail price box or elsewhere on the coupon; plus
 - (b) 8¢ for handling each coupon properly redeemed (all clearinghouse fees and other costs negotiated between the Retailer and the Retailer's clearinghouse or agent, if applicable, are the responsibility of the Retailer and may be offset by our handling fee); plus
 - (c) Reasonable out-of-pocket costs incurred for the physical transportation of the coupon (herein after referred to as Postage) to the Manufacturer or our authorized agent will be reimbursed as follows:
 - (i) A minimum equal to the current first class postage rate (for mail that is a machinable, single piece, less than 1 ounce) or at a rate equal to \$xx.xx per thousand of coupons redeemed. For rates, please contact the Manufacturer as stated in the latter part of this document, in the section referencing questions regarding this Redemption Policy.
 - (ii) Overnight or special handling rate packaging or delivery charges will not be reimbursed by the Manufacturer.
 - (iii) The Manufacturer will not reimburse for insurance costs.
 - (d) No other service fees, fines or penalties will be allowed.
- XIII. Each shipment of coupons will be considered as a whole and the Manufacturer reserves the right to refuse payment for an entire shipment if any portion of the shipment is found to be improperly redeemed or otherwise in violation of any of the terms and conditions of this Agreement.
- XIV. Coupons submitted for reimbursement become the property of the Manufacturer. The Manufacturer reserves the right to forward any such coupons to law enforcement authorities or the Coupon Information Center (CIC) for review. Coupons, including store coupons, that were not issued or authorized by the Manufacturer will not be paid and will be returned to the submitter as "Foreigns."
- XV. The Manufacturer's (or its authorized agent's) actual count of coupons received will be final and shall govern the payment of coupons under this Agreement.
- XVI. All Grocery Manufacturers of America guidelines are reflected, supported and adhered to in the processing for all coupons submitted by a Retailer or its clearinghouse or other agent, and Retailer and its agent(s) (if applicable) must abide by all such guidelines.
- XVII. Manufacturer shall use commercially reasonable efforts to mail payment within thirty (30) days from receipt of a coupon submission and invoice by our agent. If a variance occurs between your coupon invoice and our payment, it will be explained, and may be appealed in accordance with Paragraph XXIX of this Agreement.
- XVIII. Under no circumstances will payments be issued to Post Office Boxes unless it is associated with an actual, verifiable retail site.

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- XIX. The Manufacturer reserves the right, in its sole discretion, to deny reimbursement, retain, mark, and declare void any coupons presented for redemption that are:
- (i) In mint/mass cut condition (as determined by Manufacturer or its agent)
 - (ii) Submitted in a uniform mix
 - (iii) Not supported by the Retailer with sufficient stock to cover the number and types of products reflected in the coupons submitted
 - (iv) Submitted by a Retailer whose address or business operations cannot be verified
 - (v) Out of distribution area
 - (vi) Accompanied by any other indication of misredemption whatsoever
 - (vii) Counterfeit, reproductions or copies
 - (viii) Not in accordance with this Agreement
- XX. The Manufacturer will only accept properly redeemed and identified coupons: (a) directly from the Retailer, or through an authorized (b) Retailer clearinghouse, (c) Retailer-billing agent, or a (d) wholesaler-billing agent ((b), (c) and (d) shall be referred to collectively as Retailer Agent). Submission by unauthorized intermediary agents will not be accepted. The Manufacturer reserves the right to audit the coupon sorting and billing service of any Retailer or Retailer Agent involved in the handling process. This includes, but is not limited to, itemized invoices, product movement reports, and other supporting data of whatever kind that Manufacturer deems necessary to verify actual customer transactions. Disclosure of redemption data to a third party by a Retailer or Retailer Agent is prohibited.
- XXI. Advertising and promotions developed and/or disseminated by any third parties and containing coupons for the Manufacturer products must be approved by the Manufacturer prior to release or the associated coupons will be treated as void, regardless of whether the Retailer knew such promotions lacked Manufacturer's approval.
- XXII. Electronic clearing or any other exceptions to our standard process or this Agreement require our prior written agreement.
- XXIII. The Manufacturer reserves the right to deal directly with all Retailers on all matters pertaining to any coupon submission, and if so requested, Retailer is required to cooperate fully.
- XXIV. The Manufacturer reserves the right to request evidence of proof of purchase to show that sufficient stock was purchased to justify the number of coupons submitted. Retailer and Retailer Agent (if applicable) shall maintain full, true and accurate records containing all particulars relating to coupons presented for redemption. All such records shall be maintained for a period of three (3) years following the expiration of the coupons. Manufacturer or its agent shall have the right to inspect such records during regular business hours upon prior, reasonable notice to Retailer/Retailer Agent.
- XXV. No deductions shall be made from the Manufacturer product invoices by the Retailer or Retailer Agent for amounts related to coupon redemption for any reason whatsoever. Such deductions for either whole or partial payment amounts will not be accepted by the Manufacturer and request for repayment will be issued. If such deductions are made, the Retailer's or Retailer Agent's credit with the Manufacturer may be suspended, or shipments may be suspended until the amount is repaid in full. Failure to observe this requirement could subject the parties to legal action. Failure to observe this requirement could also result in the revocation by Manufacturer of Retailer's or Retailer Agent's right to redeem our coupons and/or Retailer's position as an authorized Retailer of our products.
- XXVI. If false or misleading verification information is provided on a questionnaire or other means to the Manufacturer, or a Retailer Agent, redemption privileges with the Manufacturer may be permanently revoked.
- XXVII. All applicable IRS reporting requirements, including but not limited to obtaining an appropriate taxpayer identification number, must be complied with.

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- XXVIII. No post audits shall be maintainable against the Manufacturer if conducted more than six (6) months following the date on which the coupon submission is received.
- XXIX. In the event a Retailer payment is denied or varies from Retailer's coupon invoice, the Retailer may appeal within six (6) months of the date of the notification of the denial. Requests for appeals received after six (6) months of such date will not be considered, nor will requests related to payment denials based on fraud or misrepresentation, as determined by Manufacturer or its agent.
- XXX. Any legal action against the Manufacturer arising from a coupon submission must be commenced within one (1) year of the date the coupon submission is received or such claims shall be extinguished. Any such lawsuit shall be brought exclusively in a competent state or federal court located in Missouri. Retailer hereby waives any objections to such courts relating to venue, jurisdiction or inconvenient forum. In any such legal action against the Manufacturer, the prevailing party in any claim or counterclaim shall be entitled to recover its costs incurred, including reasonable attorney's fees.
- XXXI. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of any participant or Sponsor in connection with the Promotion shall be governed by and construed in accordance with the internal laws of the State of Missouri without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other state's laws.
- XXXII. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, this Agreement shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.
- XXXIII. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any materials, notifications or statements made by Manufacturer's employees with respect to coupon redemption and the terms and conditions of this Agreement, these this Agreement shall prevail, govern and control.
- XXXIV. Retailers who are out of business, do not sell the Manufacturer products, or have been convicted of any criminal offense associated with manufacturers' promotions will not be reimbursed for any coupons submitted.
- XXXV. By submitting coupons for redemption, Retailer represents and warrants that such submission is correct and complete, and complies in all ways with the terms of this Agreement, and that Retailer has not committed fraud or deception relating in any way, whether directly or indirectly, to such submission.
- XXXVI. Retailer shall indemnify, defend and hold harmless Manufacturer, it affiliates and subsidiaries, and the officers, directors and employees of each of the foregoing, from and against any claims, demands and/or causes of action, and all damages, liabilities, costs and expenses in connection therewith, to the extent they arise from any breach by Retailer or Retailer's Agent of the terms, conditions, representations and warranties set forth in this Agreement.
- XXXVII. Manufacturer may modify the terms of this Agreement at any time. Any such modifications shall be included in the Manufacturer's Coupon Redemption Policy posted on Manufacturer's web site. No other modifications or alterations of this Agreement are permitted.
- XXXVIII. If the Retailer uses a clearinghouse or other Retailer Agent to facilitate redemption of Manufacturer's coupons, the following shall apply:
- (a) Clearinghouse/Retailer Agent agrees that it is acting solely as Retailer's agent with respect to the collection of coupon reimbursements and that Clearinghouse/Retailer Agent has no independent right to the reimbursement funds.
 - (b) In the event the Clearinghouse/Retailer Agent experiences financial difficulties (as defined below), Manufacturer or its agent may pay sums due directly to Retailer and Clearinghouse/Retailer Agent

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agrees to provide all information that may be needed to identify sums due. In such instances, Clearinghouse/Retailer Agent shall collect its fee directly from Retailer.

- (c) “Financial difficulties” that shall give rise to Manufacturer’s direct payment of reimbursement funds to Retailer include:
 - (i) a material change in management or ownership of the Clearinghouse/Retailer Agent;
 - (ii) bankruptcy, re-organization, receivership, liquidation or insolvency of Clearinghouse/Retailer Agent or similar actions or proceedings by, on behalf of or against the Clearinghouse/Retailer Agent.
- (d) Retailer acknowledges and agrees that Clearinghouse/Retailer Agent is its agent or representative, and although Manufacturer may, from time to time, agree to work with such entity, Manufacturer has no responsibility for the actions of such entity, including but not limited to its payment of reimbursements to Retailer.

XXXIX. Any act that is not consistent with these terms shall be treated as a material breach of this Agreement and may constitute fraud or violate other laws. Any such coupons submitted for redemption shall be void and will not be honored. Submission of coupons not legitimately redeemed could also result in criminal prosecution. Acceptance or redemption of any coupon shall not constitute a waiver of the Manufacturer’s right to seek enforcement of any portion of this Coupon Redemption Policy Agreement or any other legal or equitable remedy that may be available to Manufacturer. The Manufacturer may, in its sole discretion, withhold payment until such time as the Retailer or Retailer’s Agent complies with these terms and conditions. The Manufacturer reserves all of its rights and remedies in connection with any dispute over coupons submitted for redemption or these terms and conditions, up to and including business interruption.

For redemption, send properly redeemed coupons to:

Energizer Brands, LLC
Inmar Department 39800
One Fawcett Drive
Del Rio, TX 78840

If you have any questions regarding the above Coupon Redemption Policy Agreement, write to:

Energizer Brands, LLC
c/o Inmar
635 Vine St.
Winston-Salem, NC 27101
1 (800) 285-7602

Thank You,

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If you are aware of a situation possibly involving coupon fraud, you are urged to contact either a local law enforcement agency or the Coupon Information Center at (703) 684-5307.