



Pharmavite LLC
Manufacturer Coupon Redemption Policy

Dear Retailer:

This Manufacturer Coupon Redemption Policy and the legal copy on Pharmavite's NATURE MADE® coupons (collectively, the "Policy") state the only terms and conditions under which Pharmavite will reimburse its retail customers for Pharmavite's manufacturer coupon redemptions. Retailer and other promotional coupon terms and conditions may be varied by Pharmavite's express agreement in writing.

YOUR ACCEPTANCE AND REDEMPTION OF COUPONS FOR PHARMAVITE NATURE MADE® PRODUCTS CONSTITUTES YOUR ACCEPTANCE OF AND BINDING AGREEMENT WITH ALL TERMS AND CONDITIONS OF THIS POLICY.

IF YOU DO NOT AGREE WITH THE FOLLOWING TERMS AND CONDITIONS, YOU MAY NOT REDEEM PHARMAVITE MANUFACTURER COUPONS. NO COURSE OF DEALING OR ANY PURCHASE ORDER, INVOICE, RETAILER POLICY, CLEARINGHOUSE POLICY OR SIMILAR DOCUMENT SHALL MODIFY ANY OF THE TERMS OR CONDITIONS OF THIS POLICY.

It is your responsibility to ensure your employees are aware of and comply with this Policy. The best way to prevent coupon fraud is at point of sale. Your workers are the first and best line of defense against coupon fraud.

Pharmavite highly recommends that all retailers implement an internal Coupon Acceptance Policy reasonably consistent with retail industry best practices, including the Coupon Information Corporation Best Practices for Retailers at <http://www.couponinformationcenter.com/retailers-best-practices.html>. A courtesy copy of these Best Practices is attached for your convenience.

Pharmavite also recommends that retailers with multiple locations train cashiers and other store professionals to recognize legitimate coupon security measures – for example, watermarks, holograms, foil paper, barcode, GS1 barcode and QR code recognition, anti-copy markings or verification grids, microprinting or hidden images, and/or fluorescent dyes.

A. Manufacturer Coupon Redemption

1. **US Only.** Coupons are redeemable only for NATURE MADE® products sold at retail by retailers located in the fifty states comprising the United States of America, the District of Columbia, U.S. territories and possessions, and U.S. military installations worldwide, including any A.P.O. and F.P.O.

2. Quantity and Price. Coupons are redeemable only when consumers purchase the brands/sizes/quantities indicated, and retailers subtract the face value from the retail price of a Pharmavite product.
3. No Expired Coupons. No coupon may be redeemed after the expiration date set forth on such coupon.
4. No “Stacking”. You may only accept one coupon per product purchased. Multiple coupon redemptions by the same person or persons is often a sign of coupon fraud or counterfeiting.
5. Original Coupons Only. Coupons may not be reproduced, photocopied, mutilated, trimmed or altered in any way by the retailer or consumer. Coupon anti-counterfeiting devices such as watermarks, bar or QR codes must be preserved as issued.
6. No Resale Permitted. Pharmavite does not permit the distribution, collection, sale, transfer, auction or assignment of its coupons by third parties, or in conjunction with services provided by third parties, for any reason. 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. Except for Pharmavite-sponsored promotions, coupons are not to be used in swap boxes, taped to product or placed on hooks near Pharmavite products, or gathered and distributed by any person or group for any purpose, including charitable fund-raising purposes, unless such activities are conducted or expressly authorized in writing by Pharmavite.
7. Taxes Apply. Consumer must pay any and all applicable taxes on coupons at the point of redemption.
8. ALL COUPONS ARE VOID WHERE PROHIBITED, TAXED OR RESTRICTED BY LAW; OR WHEN REPRODUCED, ALTERED, OR TRANSFERRED FROM OR SOLD BY THEIR ORIGINAL RECIPIENT TO ANY OTHER PERSON, FIRM OR GROUP PRIOR TO STORE REDEMPTION.

B. Submission of Manufacturer Coupons for Payment

1. No Expired Coupons. You must submit coupons for reimbursement WITHIN 30 DAYS AFTER THE EXPIRATION DATE OF THE COUPON.
2. Redemption Procedures. To redeem coupons for Pharmavite products, send coupons to the following address:

CMS Dept #31604, **Pharmavite LLC**, 1 Fawcett Drive, Del Rio, TX 78840

Pharmavite will only accept properly redeemed and identified coupons directly from the retailer through Pharmavite’s authorized agent or through retailer’s authorized clearinghouse. No reproductions will be accepted. Coupons will not be redeemed if presented through third parties that have not been qualified and authorized by Pharmavite to present coupons by retailer.

3. Records and Audits. Submissions must provide single store identity and address. Electronic clearing or any other exception to Pharmavite's standard process requires Pharmavite's prior approval. Pharmavite reserves the right to deal directly with retailers on all matters pertaining to coupon submissions. Pharmavite reserves the right to audit coupon retailer and clearinghouse processing practices at any time. Disclosures of redemption data to any third party by retailers or clearinghouses is not permitted unless required by law.
4. Tax Reporting. Retailers and clearinghouses must comply with all applicable IRS and other tax reporting requirements including without limitation state sales or use taxes, or obtaining an appropriate taxpayer identification number.

C. Manufacturer Coupon Payments and Denials of Submissions

1. Payment Terms. Pharmavite will reimburse retailer for coupon values as provided in #2 below when redeemed in accordance with Pharmavite's offer as stated on the coupon. By submitting coupons for redemption, you certify that those coupons came from retail customers only, in connection with their purchase of the specified product(s) and terms of the coupon itself. Do not submit coupons for payment unless you are certain they were legitimately procured. 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. Coupon Value. Retailer will be reimbursed as follows:
 - 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). Pharmavite 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. If you do not write the actual price in the retail price box, Pharmavite will set a default value based on the representative market value of the item(s) promoted. Pharmavite will not reimburse retailers for items not specifically identified on the coupon itself (i.e., coupons do not apply to other NATURE MADE® products or other items in the "market basket").
 - b. 8¢ handling charge for each coupon properly redeemed to defray 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. Pharmavite will not pay any other administrative, handling, shipping, transportation or other coupon processing fees that retailers or their clearinghouses may assess.
3. Redemption Deadlines. Invoices for paper coupons received by Pharmavite more than six (6) months after the expiration date on the coupon will not be processed. Invoices for digital coupons must be presented to Pharmavite's process agent with 30 days after the expiration date of the coupons.
4. No Off-sets or Adjustments. Retailer is not permitted to off-set or deduct manufacturer coupon claimed amounts, reimbursements or coupon adjustments of any kind from payments without

Pharmavite's prior approval. Deductions for either whole or partial payment amounts will not be accepted by Pharmavite and will be added to your account for immediate repayment.

If you make any deductions or adjustments without our consent, Pharmavite reserves the right to suspend your account and all further shipments until all disputed amounts are repaid.

5. Accounting and Audit. Pharmavite's actual count of coupons received shall be final and shall govern payment. Pharmavite reserves the right to request evidence of proof of purchase to show that sufficient stock was purchased within the last 90 days to produce the number of coupons submitted and reserves the right to audit retailer or clearinghouse coupon sorting and billing practices. Failure to comply may void all coupons submitted.
6. Non-complying Coupons. Pharmavite reserves the right to reject, retain, mark and and declare void any coupons (paper or digital) presented for redemption that are:
 - a. Accepted from the consumer after the stated expiration date;
 - b. In taped, cut, or torn condition, or otherwise illegible or defaced;
 - c. Used to purchase products for resale and not for individual consumer use; such coupons may be in sequential number patterns, contain evidence of tape or other bundling, or are in excessive or larger than normal quantities in single or multiple transactions;
 - d. Altered in any manner, or which appear to be reproductions, copies, or counterfeits;
 - e. Mass or "gang" cut, or submitted in mint condition, or a uniform mix;
 - f. Not supported by sufficient retailer stock to cover the number and types of coupons submitted for redemption;
 - g. Not supported by itemized invoices showing sufficient purchases of products of the retailer within the normal redemption cycle to cover the coupons presented for payment. Pharmavite may request supporting data, typically transaction log data, to verify actual customer transactions for the period involved;
 - h. Submitted by a retailer whose address or business operations cannot be verified;
 - i. Redeemed in a different area from their original distribution area (out of area coupons);
 - j. Published elsewhere without written permission from Pharmavite;
 - k. Deemed to have any other indications of misrepresentation or fraud;
 - l. Otherwise not in accordance with this Policy.
7. Digital and Data Irregularities. Pharmavite requires retailers and clearinghouses participating in digital coupons or codes to use industry standards for reading, writing, transmitting and storing data, ensuring data security, and promoting data efficiency and controls. Pharmavite

Further, Pharmavite reserves the right to forward any nonconforming or suspect coupons to law enforcement authorities for review.

cannot and will not redeem coupons or codes featuring nonstandard, irregular or unintelligible data. For digital coupons and/or codes, Pharmavite will deny reimbursement for coupons/codes which evidence or indicate misrepresentation or fraud, including but not limited to: accuracy or quality issues in data files, excessive or unusual patterns of redemption, use of multiple coupons (digital and/or paper) for the purchase of a single item, and/or excessive “make good” coupons or point of sale overrides.

8. Appeal Procedure. In the event a retailer payment is withheld or rejected, the retailer must appeal the decision within *six (6) months* of the notification date. Appeals made after *six (6) months* will not be processed. Pharmavite reserves the right to destroy nonconforming coupons at any time after 90 days from the date of notice of rejection. You agree both for your account and your clearinghouse as your agent that in the event of such destruction, Pharmavite’s records regarding rejected coupons shall control, even if the actual coupons have been destroyed, as Pharmavite had last physical custody of the item(s).
9. No Claims after 12 Months. Retailers or clearinghouses must notify Pharmavite 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 lapse. Retailers or or clearinghouses may not bring any post-audit claims after 12 months from payment.
10. Governing Law. This Policy shall be governed in accordance with the laws of the State of California, without regard to its principles of choice or conflicts of law.
11. Termination for Fraud. If false or misleading verification information is provided to Pharmavite or our authorized agents during the retailer’s clearinghouse’s qualification process, redemption privileges may be permanently terminated.

D. Miscellaneous Terms

1. The cash redemption value of each coupon is 1/100 of one cent.
2. Presenting coupons for redemption other than as provided by this Policy may be considered negligent or intentional misrepresentation, or fraud.
3. Termination – Pharmavite may terminate this Policy at any time.
4. Retailers bear any and all credit risk of dealing with coupon clearinghouses. Pharmavite is not responsible for selecting retailer service providers.
5. Any inconsistent use of this Policy will be considered a breach of contract. In addition to all other legal remedies, Pharmavite may void all coupons submitted for reimbursement and retain them without payment.
6. Failure to enforce any terms or conditions of this Policy shall not constitute waiver of such provision or any other provision by Pharmavite. Pharmavite reserves the right to modify, revise or rescind any provision of this Policy at its sole discretion, and without prior notice. Material changes to the Policy may be published by Pharmavite as a courtesy; however, by your presentation of Pharmavite/NATURE MADE® coupons for you agree to be bound by its terms, to obtain and review updated versions of this Policy as necessary, and train any and all staff required to the extent reasonably necessary to implement these procedures.

Sincerely yours,
Pharmavite LLC

From <http://www.couponinformationcenter.com/retailers-best-practices.html>

Coupon Information Corporation Best Practices for Retailers

CIC recommends following these voluntary Best Practices and adopting the following Retailer Coupon Acceptance Policy.

GENERAL

- All valid coupons should be presented to the cashier at the time of checkout.
- We accept only coupons that scan accurately at the register.
- We do not accept expired coupons.
- Coupons or their face value cannot be exchanged for cash or gift cards.
- We do not accept coupons for items not carried in our stores.
- The number of manufacturer coupons may not exceed the number of items in the transaction.
- The total value of the coupons may not exceed the value of the transaction.
- The use of 40 or more coupons per transaction, a transaction involving more than \$100 in coupons, or coupons totaling more than 20% of the gross sales price will require approval by Customer Service Manager.
- Any applicable sales tax must be paid by the consumer.
- We reserve the right to reject any coupon or to limit the number of coupons being used in a transaction.

FREE PRODUCT COUPONS

- We check for the CIC Hologram when Free Product coupons with no purchase requirements are presented. (i.e., Buy One, Get One Free coupons generally don't feature the CIC Hologram)

SALE ITEMS

- We will accept a manufacturer coupon for an item that is on sale.

BUY ONE, GET ONE FREE COUPONS (BOGO)

- BOGO coupons cannot be "chained" (i.e., you cannot use two BOGO coupons on two items and get both for free). Unless stated otherwise on the coupon, the use of one Buy One Get One Free coupon requires that two of the valid items are presented at checkout of which one item will be charged to the consumer and the 2nd item will be discounted by its full retail price.
- A second cents-off coupon cannot be counted towards the purchase price of the first product.

INTERNET/PRINT-AT-HOME COUPONS

- We accept valid Internet/Print-at-Home coupons. Note: There are no valid Internet Print-at-Home coupons that will provide you with a 100% or free product discounts.
- Internet Print-at-Home coupons feature unique serial numbers (often referred to as Pin Numbers) printed on them and follow an industry-standard format. Coupons printed on home or office equipment without these features will NOT be accepted.
- We do not accept Internet/Print-at-Home coupons valued in excess of 75% of the sale price of the product.

COUNTERFEIT COUPONS

- We will reject coupons if they appear to be copied, distorted, blurry, or altered.
- We monitor the Coupon Information Corporation web site for announcements of new counterfeit coupons.
- We will work with the appropriate law enforcement authorities to prosecute individuals using counterfeit coupons.

RETURNS

- In the event a consumer returns a product purchased with a coupon, the value of the coupon will be retained by store so the funds can be refunded to the manufacturer. The coupon will not be returned to the consumer.