

COUPON REDEMPTION POLICY OF COMBE INCORPORATED

YOUR REDEMPTION OF OUR COUPONS INDICATES YOUR ACCEPTANCE AND COMPLIANCE WITH THIS COUPON REDEMPTION POLICY (THE “AGREEMENT”). NOTWITHSTANDING ANY COURSE OF DEALINGS BETWEEN US, NO PURCHASE ORDER, INVOICE, RETAILER-POLICY OR SIMILAR DOCUMENT SHALL BE CONSTRUED TO MODIFY ANY OF THE TERMS OF THIS AGREEMENT.

Redemption at the Store

1. Coupons are redeemable only by a consumer purchasing the specific brand(s), product(s), size(s) and flavor(s) stated on the coupon, during the time period stated on the coupon with the face value of the coupon deducted from your retail price. Only one coupon shall be honored for each item purchased and only if redeemed by a consumer in accordance with its terms at the time of purchase. Multiple coupons may not be used for the purchase of any single item. Coupons should not be honored if the consumer is purchasing a product for resale.
2. Coupons may not be reproduced, photocopied, mutilated, trimmed or altered in any way by the retailer and retailer may not accept such coupons from customers.
3. Coupons are non-assignable and are void if transferred from their original recipient to any other person, firm or group. Combe Incorporated does not permit the auctioning, bartering, distribution, collection, sale, or assignment of its coupons for any reason. Therefore, coupons are not to be used in swap boxes, taped to product or placed on hooks near Combe Incorporated’s products, gathered and distributed by any person or group for charitable fund-raising purposes, posted online or otherwise used in any way except as described in Section 1 above.
4. Coupons are void if taxed, restricted, or prohibited by law.
5. The consumer is required to pay any applicable sales tax. Retailer is responsible for proper calculation, collection, reporting and remitting of any applicable sales or other tax as required by applicable law. All applicable IRS and state tax reporting requirements, including obtaining an appropriate taxpayer identification number and remitting sales or other required tax to appropriate governmental authorities, must be complied with. All applicable IRS reporting requirements, including obtaining an appropriate taxpayer identification number must be complied with.
6. Coupons will be redeemed only at retail locations located in the United States, its territories and at U.S. Military bases, as stated on the coupons.
7. The terms and conditions of coupon offers, which are 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.

Processing Coupons for Payment

8. Combe Incorporated will only accept properly redeemed and identified coupons: directly from the retailer, or through authorized retailer clearinghouse, retailer–billing agent, or wholesaler-billing agent. Electronic clearing or any other exceptions to its standard process require prior written agreement. Combe Incorporated reserves the right to deal directly with all retailers on all matters pertaining to any coupon submission. Combe Incorporated reserves the right to audit the coupon sorting and billing service of any agent involved in the handling process. Submission by unauthorized intermediary agents will not be accepted. Disclosure of redemption data to a third party by a retailer or intermediary party is prohibited.
9. Only coupons received by Combe Incorporated within six (6) months of the expiration date printed on the face of the coupon will be honored.
10. To obtain reimbursement of coupons of Combe Incorporated, send properly redeemed coupons to:

Combe Incorporated 425
NCH Marketing Services
P.O. Box 880001
El Paso, TX 88588-0001

Policy for Payment and Denials

11. Retailers will be reimbursed for the following three (3) items:
 - A) Face value of coupons or if the coupon calls for free merchandise, for your retail-selling price (up to the stated maximum value printed on the coupon); plus
 - B) 8¢ for handling each coupon properly redeemed. 8¢ covers all of your costs including the following costs:
 - i) Front-End Handling by the retailer
 - ii) Store to Headquarters Accounting
 - iii) Store Occupancy
 - iv) Sundry Loss
 - v) Cost of Funds
 - vi) Coupon Processing
 - vii) Any special handling, invoice preparation, or other fees; plus
 - C) Reasonable out-of-pocket costs incurred for the physical transportation of the coupons to us or to our authorized agent. **We will not pay for any administrative or consolidation fees and, except as described in (ii) below, we will not pay any other upcharges that you or your agent (if you use one) may assess on or in lieu of such pass-through/out-of-pocket expenses.** The transportation costs will be reimbursed as follows:
 - i) For retailers who sort the coupons they have redeemed and submit them directly without the use of any third party agent, retailer will be reimbursed for incurred reasonable postage (i.e. first class mail insured) or other shipping charges, as indicated on the package received.
 - ii) For those retailers that are using a clearinghouse or billing agent, Combe Incorporated will reimburse retailer at a rate equal to \$10.00 per invoice on coupons redeemed.
12. Coupon reimbursements and coupon adjustments cannot be deducted from product invoices or purchase orders. Any deductions resulting from coupon adjustments, penalty fees or deduction administrative fees will be considered unauthorized and must be repaid. If such unauthorized deductions are made, Combe Incorporated reserves the right to take action, including but not limited to, suspension of customer service, change to retailer's credit rating as well as take action to suspend shipments.

13. Combe Incorporated reserves the right to request evidence of proof of purchase to show that sufficient stock was purchased to justify the number of coupons submitted and reserves the right to audit the coupon sorting and billing service of any retailer or any agent involved in the handling process. Combe Incorporated's determination will be final with respect to all reimbursement matters.
14. Any lawsuit involving coupon processing or payment disputes shall be brought within eighteen (18) months of the original date of coupon payment or such claims shall be deemed extinguished. Any such lawsuit shall be filed and conducted in a state or federal court located in Westchester County, New York. Each party shall be responsible for its own attorneys' fees and costs.
15. If false or misleading verification information is provided on a questionnaire to Combe Incorporated, or a certified clearinghouse, redemption privileges with Combe Incorporated may be permanently terminated.
16. Each shipment of coupons will be considered as a whole and Combe Incorporated reserves the right to refuse payment for an entire shipment if any portion of the shipment is found to be improperly redeemed.
17. Coupons are not authorized to be used when the consumer is purchasing products for resale. Combe Incorporated reserves the right not to honor redemption of any such coupon at any time it discovers such use.
18. Combe Incorporated reserves the right to forward coupons, which Combe Incorporated judges to be misredeemed, to law enforcement agencies for their review and investigative purposes.
19. All GMA guidelines, and CIC Voluntary Best Practices when applicable, are reflected, supported and adhered to in the processing for all coupons submitted by a retailer or their agent.
20. Coupons submitted for reimbursement become the property of Combe Incorporated.
21. Under no circumstances will payments be issued to Post Office Boxes unless it is associated with an actual retail site.
22. Retailers who are out of business, do not sell Combe Incorporated's products, or have been convicted of any criminal offense associated with manufacturers' promotions will not be reimbursed for any coupons submitted.
23. Advertising and promotions developed and/or disseminated by the third parties and containing coupons for Combe Incorporated's products must be approved by Combe Incorporated or will be treated as void.

Miscellaneous Terms

24. The cash redemption value of each coupon is 1/20 of one cent.
25. It is a FRAUDULENT ACT to present coupons for redemption other than as provided by this Agreement.
26. RETAILER AGREES THAT FAILURE TO OBSERVE THESE TERMS AND CONDITIONS FOR PROPER REDEMPTION MAY AT THE SOLE OPTION OF COMBE INCORPORATED VOID ALL COUPONS SUBMITTED FOR REIMBURSEMENT AND ALL COUPONS MAY BE RETAINED AS PROPERTY OF COMBE INCORPORATED, WITHOUT PAYMENT. THE EXERCISE OR WAIVER, IN WHOLE OR IN PART, OF ANY RIGHT, REMEDY OR DUTY PROVIDED FOR IN THIS AGREEMENT WILL NOT CONSTITUTE THE WAIVER OF ANY PRIOR, CONCURRENT OR SUBSEQUENT RIGHT, REMEDY OR DUTY UNDER THIS AGREEMENT.

COMBE INCORPORATED

MARCH 8, 2017