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St-Lin-Laurentides (Quebec)  
Canada J5M 3B4

**COUPON REDEMPTION POLICY  
SEPTEMBER 2017**

This COUPON REDEMPTION POLICY ("Policy") and the legal copy on Maxi Canada Inc. ("Maxi") coupons ("Coupons") state the only terms and conditions under which Maxi will reimburse its customers for Coupon submission for Maxi products. Unless otherwise stated herein, this Policy applies to paper Coupons presented for redemption (including print-at-home coupons) and to digital Coupons presented for redemption (including Coupons which are downloaded to an individual consumers' frequent shopper card or mobile phone).

The retailer ("Retailer", "You", "Your") agrees that Your acceptance and redemption of Coupons (either directly or through those permitted pursuant to paragraph 9 below) constitutes Your acceptance, compliance and binding agreement with all the terms and conditions in this Policy. It is Your responsibility to ensure that Your employees, managers and agents are aware of and in compliance with this Policy.

1. Coupons are redeemable only by a consumer purchasing the Maxi product(s) and, if specified, purchasing the quantity and/or product size specified on the face of the coupon. Only one coupon may be redeemed for each purchase of the specified product(s) and must be redeemed prior to the expiration date on the face of the coupon at time of purchase. Multiple coupons (two or more, in any form including using a paper and a digital coupon together) may not be applied against the purchase of the same item.
2. Coupons may not be reproduced, photocopied, trimmed or altered in any way. Digital coupons are void and will not be redeemed if they exhibit signs of tampering, including, but not limited to: accuracy or quality issues in data files; excessive or unusual patterns of redemption; and excessive "make good" coupons or point of sale overrides. Maxi may refuse reimbursement for any coupons which exhibit signs of misredemption.
3. Coupons are nonassignable and are void if transferred from the original recipient to any other party, including any other person, firm or group through a coupon club or other coupon exchange program. Maxi does not permit the unauthorized distribution, collection, sale and 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 Maxi products, gathered and distributed by any person or group for charitable fund-raising purposes, or otherwise used in any way except as described in item #1 above.
4. Coupons are void if taxed, restricted, or prohibited by law.
5. The consumer must pay the applicable sales tax on the product(s) being purchased.
6. Coupons are redeemable by qualifying consumers only in the United States, its territories and on United States Military bases.
7. Coupons must be subject to the same controls as Retailer maintains for its receipt of cash. Store employees, managers and agents must be advised of these controls accordingly.

8. Maxi encourages Retailers participating in digital Coupon promotions to use industry standard formats for reading, writing and transmitting data and to implement industry standards for digital promotions to promote efficiency and strong controls.
9. Clearinghouses and coupon processing centers ("Retailer Agents") may submit Coupons for redemption on behalf of Retailers, provided they possess written authorization from Maxi's redemption agent to do so. Requirements of Retailer Agents 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; and (d) acceptance of digital coupon requirements and terms.
10. Payment to the Retailer Agent on behalf of Retailer constitutes full and final payment for the Coupon submission by Retailer and relieves Maxi of any and all liability that may arise from any non-performers on the part of the Retailer Agent to Retailer, and further, Retailer waives any right to pursue Maxi for any claims or obligations (including further payment or deductions) that are due to the acts or omissions of its Retailer Agent.
11. All applicable IRS reporting requirements, including provision of an appropriate taxpayer identification number must be complied with.
12. Advertising and promotions developed and/or disseminated by third parties and utilizing Coupons for Maxi product(s) must be approved by Maxi in writing or will be treated as void.
13. Maxi will reimburse coupon submissions for the following items only:
  - a. Face value of Coupons (or, if a "FREE" Coupon, the retail selling price up to the stated maximum noted on the Coupon), plus the handling fee as stated on each Coupon, and reasonable postage incurred for the transportation of the Coupons to us or to our authorized agent. Additional fees or charges (such as administrative fees or up-charges) are not reimbursable. If You do not write Your retail selling price in the retail price box, an average market price will be used as the Coupon value, which is less than the maximum reimbursement value.
  - b. A handling fee of \$.08 cents per Coupon properly redeemed. The customer handling fee constitutes full and complete compensation to Retailer and its Agents. Other expenses, such as Retailer Agent charges and handling fees, are costs negotiated between You and Your Retailer Agent and are not Maxi's responsibility.
14. Coupon reimbursements and Coupon adjustments cannot be deducted from product invoices or purchase orders. Invoice deductions and deduction fees are not in compliance with this policy. Any attempt to take such deduction may, at Maxi's sole option, void all coupons submitted for reimbursement during any such instance and thereafter.
15. Maxi reserves the right to request evidence of proof of purchase to show that sufficient Product was purchased to cover coupons submitted for payment. Product purchases must support the amount of coupons submitted and the amount of coupons submitted should not exceed the normal industry redemption figures.
16. Maxi reserves the right to audit the Coupon sorting and billing service of any Agent involved in the handling process or to pay Retailers direct for Coupon submissions processed through an Agent.
17. The cash redemption value of each Coupon is 1/100 of one cent.
18. Maxi reserves the right to deny reimbursement, retain and declare void any Coupons presented for redemption when there is evidence of error or fraud, including, but not limited to, any of the following conditions: Paper Coupons exhibit signs of misredemption, including, but not limited to: gang cuts, similar cuts or tears, evidence of tape, mint condition, uniform mix, sequential number patterns or excessive or larger than normal quantities of Coupons in single or multiple transactions that would indicated the Coupons were used to purchase products for resale and

not for individual or consumer use; Digital Coupons that exhibit signs of misredemption, including, but not limited to: accuracy or quality issues in data files, excessive or unusual patterns of redemption, use of multiple Coupons (Digital and Paper) for a single purchase and excessive "make good" Coupons or point of sale overrides; Retailer has insufficient stock to cover the number and types of Coupons submitted; Inability to verify Retailer's address or business operations; or Redemptions are otherwise not in accordance with this Policy.

19. Each shipment of Coupons will be considered whole and Maxi reserves the right to refuse payment for an entire shipment if any portion of the shipment is found to be improperly redeemed.
20. Retailers must submit Coupons for reimbursement within six (6) months of the expiration date of the Coupons. Failure to do so shall render the Coupons void.
21. Maxi disclaims all warranties, express or implied, with respect to any UPC symbol used on its Coupons.
22. Maxi's (or its Agent's) actual count of Coupons received will be final and shall govern the payment of Coupons under this Policy.
23. In the event Retailer reimbursement is denied, You must appeal Maxi's decision within six (6) months of the date of notification of non-payment by Maxi or its Agent in order to be eligible for reconsideration by Maxi. Such appeals are to be made directly to Maxi and its Agent in writing, submitted via certified mail, at the respective address in Paragraph 27 below. Any lawsuits involving coupon payment disputes must be brought within six (6) months of the original date of the coupon payment or denial of payment, or such claims will be extinguished. Each party is responsible for its own attorney's fees and costs. Maxi reserves the right to forward Coupons, which Maxi judges to be misredeemed, to law enforcement agencies for their review and investigative purposes.
24. Maxi's approved redemption center may void any and all Coupons submitted for redemption which are not consistent with these terms. Such use may constitute violation of U.S. Mail Fraud Statutes and could result in criminal prosecution.
25. Failure to comply with these terms and conditions constitutes fraud and, in addition to other legal remedies at the sole option of Maxi, may void all Coupons submitted for reimbursement and Coupons may be retained as property of Maxi without payment. Maxi's failure to enforce any of these terms or conditions shall not be deemed a waiver of any prior, concurrent, or subsequent right, remedy or duty under this policy.
26. This Policy is effective as of the date indicated below. Maxi reserves the right, in its sole discretion, and without prior notice to any party, to modify, revise or eliminate any of the provisions of this Policy. It is Your responsibility to obtain updated copies of this Policy.
27. Properly redeemed Coupons should be sent to:  
Maxi Canada, Inc. #1689  
NCH Marketing Services  
PO Box 880001  
El Paso, TX 88588-001
28. Any and all appeals should be sent, via certified mail to:  
NCH Marketing Services, Inc./Maxi Canada Inc.  
155 Pfingsten Road, Suite 200  
Deerfield, IL 60015  
OR  
Call directly to NCH via their retailer hotline: 1-800-833-7096

29. This Policy was put into effect September 11, 2017 and applies to all coupon submissions received, beginning that day. Maxi reserves the right to modify or withdraw the terms of this Policy at any time, upon written notice.
30. If one or more provisions contained in this Policy shall be invalid, illegal or unenforceable in any respect under any applicable law, the validity, legality or enforceability of the remaining provisions hereof shall not be affected or impaired thereby. Each of the provisions of this Policy is hereby declared to be separate and distinct.