

Procter & Gamble

March 20, 2014

The Procter & Gamble Distributing LLC
2150 Sunnybrook Drive, Cincinnati, Ohio 45237

TERMS OF PROPER COUPON REDEMPTION

The Terms of Proper Coupon Redemption explains the terms and conditions under which The Procter & Gamble Distributing LLC (P&G) will reimburse customers for coupon submissions. Your redemption of coupons signifies compliance with P&G requirements. Please call our Coupon Redemption Customer Service Department at 1-800-543-8443 if you have any questions or need further clarification.

1. Reimbursement for coupon submissions will be considered once a retailer completes a questionnaire and is verified as a retailer. If false or misleading verification information is provided on a questionnaire to P&G, or to a certified clearinghouse, redemption privileges with P&G may be permanently terminated and payments may not be made.
2. Coupons are redeemable only by a consumer purchasing the brand, size(s) and quantity(ies) as indicated on the coupon. The face value of the coupon is deducted from the retail selling price. Multiple P&G coupons, including using a paper and digital coupon together, may not be applied against the purchase of the same item. There is a limit of four (4) like coupons per household per day.
3. Each shipment of paper coupons will be considered as a whole and P&G reserves the right to refuse payment for an entire shipment if any portion of the shipment is found to be improperly redeemed. Each coupon submission should include an invoice detailing the store name and address, date, invoice number, coupon quantity and value. Coupons submitted for reimbursement become the property of P&G.
4. P&G reserves the right to withdraw and/or refuse payments for current coupon offers (paper or digital) due to fraud or errors including but not limited to counterfeiting, unauthorized distribution, significant data errors or system security breaches.
5. Paper or digital coupons may not be reproduced, copied, trimmed, or altered in any way by the retailer.
6. Coupons must be presented at time of purchase. Coupons presented after the purchase transaction has been completed should not be honored.
7. The terms and conditions of a coupon offer are clearly indicated on the face of the coupon and set forth the offer and the intent of the manufacturer. Any technical issues, conflicts, limitations, or scanning problems in the bar code do not alter the intent of the coupon.
8. Coupons are non-assignable and are void if transferred from their original recipient to any other person, firm or group. P&G does not permit the unauthorized distribution, collection, sale, auction, trade or assignment of its coupons for any reason. Therefore, coupons are not to be used in swap boxes, taped to product, placed on hooks near P&G products, gathered and distributed by any person or group for charitable fund-raising purposes, or otherwise used in any way except as described in Requirement 2 above.
9. The consumer must pay any sales tax charged in connection with the purchase of the product.
10. Coupons must not be accepted from the consumer after the stated expiration date. Invoices for paper coupons received by P&G more than six months (180 days) after the expiration date on the face of the coupon will not be honored. Invoices for digital coupons must be presented to P&G within 30 days after expiration of the coupons.
11. P&G will deny reimbursement for any coupons which exhibit signs of misredemption. Examples include, but are not limited to: gang cuts, similar cuts or tears, evidence of tape, mint condition, sequential number patterns, excessive or larger than normal quantities of coupons in single or multiple transactions, accuracy or quality issues in data files, excessive or unusual patterns of redemption, or point of sale overrides. P&G will notify retailer of any possible misredemption. Retailers who do not respond to repeated notification and/or do not demonstrate willingness to eliminate problem areas will be suspended from receiving reimbursement for P&G coupons.
12. P&G will, in its sole discretion, consider reimbursing the customer for coupons misredeemed by third parties, where the customer provides full cooperation to P&G in identifying and resolving the causes of such misredemption and, as appropriate, enabling criminal prosecution and/or civil litigation against such third parties.
13. The retailer must present to P&G, upon request, point of sale and/or product movement reports showing sufficient purchase of stock to cover coupons submitted for payment. Product purchases must support the amount of coupons submitted and if the amount of coupons submitted exceeds the normal industry redemption figures, P&G may request supporting data (typically, transaction log

data) to verify actual consumer transactions for the period involved. P&G may also require independent verification of transaction data, if available. P&G may deny reimbursement for coupons that are misredeemed (including, but not limited to, coupons that have been used to purchase products for resale).

14. Coupons not issued or authorized by P&G (i.e. counterfeit or fake coupons) will not be paid and will not be returned to the submitter. Non-P&G coupons (i.e. coupons issued by other manufacturers) submitted to P&G will be returned to the submitter.
15. No deductions can be made from P&G product invoices by the retailer or wholesaler for amounts related to coupon redemption. If such deductions are made, the retailer's or wholesaler's credit with P&G may be suspended, and/or shipments may be suspended until the amount is repaid.
16. Only properly redeemed and identified coupons may be submitted: 1) directly by the redeeming retailer, or 2) through a holder of our Certificate of Authority. Any exception to our standard process requires prior written agreement. Submission by uncertified intermediary agents will not be accepted.
17. Retailers and/or intermediary agents may qualify for participation in P&G digital coupon promotions with written agreement by P&G. Requirements include, but are not limited to: a) consistently high quality coupon submissions; 2) ability to meet industry standard data transmittal requirements; 3) ability to provide point of sale data; and 4) acceptance of digital coupon requirements and terms.
18. P&G 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 coupon promotions to promote efficiency and strong controls.
19. P&G reserves the right to audit the coupon sorting and billing service of any agent involved in the handling process or to pay retailers directly for coupon submissions processed through an agent not holding our Certificate of Authority.
20. Disclosure of redemption data to a third party by a retailer or intermediary agents is prohibited.
21. P&G will reimburse paper coupon submissions for the face value of the coupons (or, if a free coupon, the retail selling price of the item), plus a handling fee, within 30 days from the date of receipt of invoice and coupons. Any inquires for payment discrepancies should be made in writing within 120 days of the invoice date. P&G will reimburse digital coupon submissions for the face value of coupons (or, if a free coupon, the retail selling price of the item), plus any applicable handling fees within 15 days from the date of receipt of the invoice data file.
22. P&G may establish different handling fees for different types of coupons.
23. For paper coupons, retailer acknowledges P&G will reimburse for the most cost efficient ground transportation for the last leg of the shipment from the U.S. point of origin to P&G. For all coupons, all clearing house fees and other costs are negotiated between the retailer and the clearing house and are covered by our handling fee.
24. Coupons are redeemable only in the USA, US Territories, or US Military Commissaries/Exchanges.
25. Any lawsuit involving coupon payment disputes shall be brought within 12 months of the original date of notification or such claims shall be extinguished. Any such lawsuit shall be venued in a state or federal court located in Hamilton County, Ohio. Each party is responsible for its own attorney's fees and costs.
26. Coupons are void where prohibited, taxed or otherwise restricted by law.
27. Failure to observe these terms and conditions for proper redemption may, at the option of P&G, void all coupons submitted for reimbursement and all coupons may be retained as property of P&G without payment. P&G reserves the right to forward coupons or coupon data files which P&G judges to be misredeemed to law enforcement authorities, for their review and investigative purposes.
28. Any use not consistent with these terms shall be treated as a material breach of this Agreement. Acceptance or redemption of any coupon shall not constitute a waiver of P&G's right to seek enforcement of any portion of this agreement. P&G 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 cessation of business relationship.
29. Send properly redeemed coupons to:
The Procter & Gamble Distributing LLC
2150 Sunnybrook Drive
Cincinnati, OH 45237

Any questions or comments about P&G Coupon Requirements should be addressed to the address above. If you are aware of any potential coupon fraud, please contact P&G Coupon Redemption Customer Service at (800) 543-8443, the Coupon Information Center at (703) 684-5307, or a local law enforcement agency.

Additional information regarding P&G's coupon policy can be found at www.pg.com. Click on the "Partners & Suppliers" tab at the top of the Home Page, then scroll to the lower-right section entitled "How Will P&G Reimburse You For Coupon Redemption?"