



## NESTLÉ COUPON REDEMPTION POLICY

This Coupon Redemption Policy (the “Policy”) includes the following Nestlé affiliated companies: Nestlé USA, Inc., Nestlé Prepared Foods Company, Nestlé Purina PetCare Company, Nestlé HealthCare Nutrition, Inc., Gerber Products Company, Vital Proteins, LLC., Essentia Sub, LLC., Sweet Earth, Inc., Chameleon Cold Brew, LLC., Dreyer’s Grand Ice Cream, Zukes LLC., Merrick Pet Care, Inc., Foundry Foods Inc., and other subsidiaries designated by the forgoing companies from time to time (collectively referred to as “Nestlé”).

**Policy Scope:** This Policy governs the redemption terms relating to the coupons made available by Nestlé for the purchase of Nestlé products where the point of sale occurs at a physical retail establishment (the “Coupon(s)”) and the online purchase codes made available by Nestlé for the purchase of Nestlé products where the point of sale occurs online (the “Code(s)”). Such Coupons and/or Codes are redeemable at participating retail merchants selling Nestlé products (each a “Retailer”).

By submitting any Coupon for redemption and/or processing any Code, a Retailer and its coupon clearinghouse (each a “clearinghouse”), if any, agree to be bound by this Policy. Submission of Coupons or Codes for redemption signifies compliance with the terms and conditions printed on such coupons and the terms and conditions set forth below, which are incorporated into all Coupons and/or Codes by reference. Each submission of Coupons to Nestlé’s processing agent creates a binding enforceable agreement to honor the terms and conditions of this Policy and the terms and conditions of the Coupon. It is the Retailer’s responsibility to ensure its employees and agents are aware of and in compliance with this Policy.

### 1.0 Coupons

1.1 Coupons are void if not issued directly by Nestlé.

1.2 Coupons are void where prohibited, taxed, or otherwise restricted.

1.3 The cash redemption value of each Coupon is 1/80 of 1 cent.

1.4 Coupons are non-assignable and are void if transferred, bought, sold, traded, exchanged for cash, other coupons, or certificates, or auctioned, from their original recipient to any other person, firm, or group or charitable organization prior to store redemption, or if photo-copied, reproduced, or altered in any way. Nestlé does not permit the unauthorized distribution, collection, sale, or assignment of its coupons for any reason. Therefore, Coupons are not to be offered for sale via marketplace websites (e.g. eBay, Facebook, etc.) or otherwise used in anyway except as described in this policy.

1.5 Coupons are to be used toward the purchase of products for individual consumer use only and should not be accepted by any Retailer for product that will be resold. Coupons redeemed on salvaged, damaged, close-out or diverted product will not be honored.

1.6 Coupons may be issued by Nestlé in the form of a paper coupon (a “Print Coupon”) or through digital means, known as a digital or paperless coupon (a “Digital Coupon”). A Digital Coupon shall be issued

through a Nestlé -authorized digital provider to a unique consumer ID, which shall be tied to a particular Retailer, or through other Nestlé-approved verification tools.

1.7 Unless otherwise authorized by Nestlé, Digital Coupons are not authorized for display on mobile phones.

## **2. Codes**

2.1. Codes must be entered at checkout to receive a discount.

2.2. Codes are not valid in conjunction with any other Nestlé Coupon or offer and are void where taxed, prohibited, and restricted. No adjustments to prior purchases shall be made for any reason.

2.3. Codes are not valid for cash.

2.4. Codes are only valid on orders placed on the Website authorized by Nestlé as indicated in the terms thereof, with a shipping and billing address found in the continental U.S.

2.5. Nestlé does not permit the unauthorized publication, sale, or dissemination of Codes for any reason. Therefore, Codes are not to be offered for sale, published in any location other than as permitted by Nestlé in writing or otherwise used in anyway except as described in this policy.

## **3. Coupon Redemption at Retailer**

3.1. Coupons are redeemable only when presented by a consumer purchasing the brand(s), size(s), quantity(ies) and variety(ies) of product(s) indicated on the Coupon at the time of transaction with the face value of the Coupon deducted from the Retailer's then current selling price or, in the case of a free goods Coupon, the lesser of the Retailer's then current selling price and the maximum allowable amount specified on the Coupon. No Retailer should redeem a Coupon for more than the Retailer's then current selling price of the product(s) indicated on the Coupon or return any excess Coupon face value to the consumer.

3.2. Coupons are redeemable by authorized Retailers only 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. or as otherwise restricted on the coupon.

3.3. Multiple Nestlé Coupons two (2) or more, in any form including using a Print Coupon and/or Digital Coupon together) may not be applied against the purchase of a single item, and a maximum of four (4) identical Print Coupons may be redeemed for four (4) identical items in a single transaction or in separate transactions with a consumer within a 24-hour period. Total value of the Coupons should not exceed the value of the transaction. The number of Coupons should not exceed the number of items in the transaction.

3.4. Coupons will include an expiration date. No Coupon may be redeemed after the expiration date set forth on such Coupon.

3.5. The consumer must pay any sales tax applicable to the product(s) being purchased.

## 4.0 Processing Coupons for Payment and Denials

4.1 Properly redeemed and identified Coupons must be submitted:

- (i) directly by the Retailer that redeemed the Coupons, or
- (ii) through a clearinghouse authorized and approved by Nestlé's processing agent. Submission by unauthorized intermediary agents will not be accepted.

Electronic clearing or any other exceptions to Nestlé's standard process requires prior written agreement from Nestlé. Coupon redemptions will be managed through Nestlé's designated processing agent.

Direct submissions from individual Retailers of Digital Coupons requires prior written agreement from Nestlé. Nestlé requires 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. Coupon redemption information should be forwarded by the participating Retailer to its clearinghouse prior to sending on to Nestlé's processing agent. All applicable IRS reporting requirements, including obtaining an appropriate taxpayer identification number, must be complied with by Retailers in connection with Coupon redemption.

Send properly redeemed Coupons to:

For Print Coupons of Nestlé Purina PetCare Company:

Nestlé Purina PetCare Company  
Inmar Dept #17800  
801 Union Pacific Blvd, STE 5  
Laredo, TX 78045

For Print Coupons of any other Nestlé entity:

Nestlé USA  
Inmar Dept #00020  
801 Union Pacific Blvd, STE 5  
Laredo, TX 78045

4.2 Nestlé's processing agent may request completion of a questionnaire to facilitate the payment process. Providing false or misleading information in a questionnaire submitted to Nestlé, its processing agent or a clearinghouse may result in the termination of redemption privileges. Any Retailer who fails to complete and submit a questionnaire to the Nestlé processing agent after two (2) requests may be denied payment for any and all coupons submitted. Nestlé reserves the right to forward Coupons to law enforcement agencies for review and investigation as Nestlé may deem appropriate. Each shipment of Coupons will be considered as a whole.

4.3 For each properly redeemed Coupon, Nestlé will reimburse the following items:

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(i) Face value of Coupons or, in the case of a free goods Coupon, the lesser of the Retailer's then current selling price and the maximum allowable amount specified on the Coupon. If the Retailer does not write a price in the retail price box, a predetermined default value based on a representative market value determined by Nestlé will be used. Reimbursement shall not exceed either the amount stated on the Coupon or the predetermined default value as described herein.

(ii) Plus eight cents (\$0.08) for each Coupon properly redeemed.

(iii) For paper coupons only, Nestlé will reimburse reasonable, actual direct ground postage from Retailer, up to \$0.05 per coupon, submitted to and approved by Nestlé or its agent for handling/processing. All other postage and handling costs and fees (including insurance) are the responsibility of the Retailer as part of the initial \$0.08.

(iv) Except as set forth above, Nestlé will not pay any other administrative, handling, transportation or other coupon processing fees that Retailer may incur or request.

The above items represent the only amounts for which Retailers will be reimbursed. Nestlé may establish different reimbursement rates for different types of Coupons and will notify Retailers of such changes.

The reimbursement amount above represents full and complete compensation (including postage, shipping, data management, handling, insurance and transportation) to the Retailer and its agents for the customary and reasonable expenses incurred in processing the Coupons from point of sale to redemption at Nestlé's clearinghouse.

4.4 Invoices for Print Coupons received by Nestlé more than six (6) months after the expiration date on the Coupon will not be honored. Invoices for Digital Coupons must be presented to Nestlé's processing agent within thirty (30) days after the expiration of the Coupons.

4.5 Nestlé reserves the right, in its sole discretion, to withdraw and/or refuse payments for any Print Coupon or Digital Coupon offer and to modify or terminate any Code and/or consumer's participation at any time due to fraud or errors including but not limited to counterfeiting, unauthorized distribution, significant data errors or system security breaches.

4.6 Nestlé reserves the right to deny reimbursement, retain, mark, and declare void any Coupons and/or Codes presented for redemption that are:

- (i) In mint/mass/gang/ or similar cut or torn condition;
- (ii) In sequential number patterns, or contain evidence of tape, or are in excessive or larger than normal quantities in single or multiple transactions that would indicate the Coupons were used to purchase products for resale and not for individual consumer use;
- (iii) Altered or appear to be reproductions;
- (iv) Submitted in a uniform mix (multiple submissions of a single Coupon or the same quantity of several different Coupons);

- (v) Not supported by sufficient Retailer stock to cover the number and types of Coupons submitted for redemption;
- (vi) 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. Nestlé may request supporting data, typically transaction log data, to verify actual consumer transactions for the period involved;
- (vii) Submitted by a Retailer whose address or business operations cannot be verified;
- (viii) Redeemed in a different area from their original distribution area (out of area Coupons);
- (ix) Published elsewhere without written permission from Nestlé;
- (x) Accepted from the consumer after the stated expiration date;
- (xi) Deemed to have any other indications of mis-redemption;
- (xii) Otherwise suspect or suspected to be unauthorized or fraudulent; or
- (xiii) Not in accordance with this Policy.

4.7 Nestlé will deny reimbursement for Coupons/Codes which 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/Codes for the purchase of a single item or use of more than four (4) identical Coupons for the purchase of more than four (4) of the same item, and excessive “make good” Coupons or point of sale overrides.

4.8. Failure to provide Nestlé with legitimate (as determined by Nestlé) proof-of-purchase will deem all Coupons null and void and payment for such Coupons will be withheld. Handwritten invoices or invoices from salvaged merchandise suppliers or diverters will not be honored as legitimate proof-of-purchase. If false or misleading verification information is provided to Nestlé, or the certified clearinghouse, redemption privileges with Nestlé may be permanently terminated.

4.9 The Nestlé processing agent’s count of Coupons received will be final and shall govern the payment of Coupons under this Policy.

## **5.0 Nestlé Audit of Retailer Records**

Nestlé reserves the right to audit the Coupon sorting or billing service of any Retailer, clearinghouse, or agent involved in the handling or submission of Coupons. Nestlé reserves the right to deal directly with all Retailers on all matters pertaining to any Coupon submission or Code usage.

## **6.0 Retailer Payment Denial**

In the event a Retailer payment is denied, the Retailer may appeal within six (6) months of the date of submission. Appeals should be forwarded in writing to the corresponding address below. Lack of action

within six (6) months of any variance constitutes Retailer's agreement with the denial or adjustment, as applicable. Appeals received after six (6) months will not be considered. Appeals should be sent to:

For appeals related to Nestlé Purina PetCare Company:

Nestlé Purina PetCare Company  
Inmar Dept #17800  
801 Union Pacific Blvd, STE 5  
Laredo, TX 78045

For appeals related to any other Nestlé entity:

Nestlé USA  
Inmar Dept #00020  
801 Union Pacific Blvd, STE 5  
Laredo, Texas 78045

## **7.0 Limitation of Liability**

Nestlé's sole obligation hereunder is limited to reimbursing Retailer as described in Section 4 for all Coupons redeemed by Retailer if valid and redeemed in accordance with the terms hereof. In no event shall Nestlé's liability hereunder exceed the amount described in Section 4 for all valid Coupons submitted by Retailer in accordance with the terms hereof.

## **8.0 Penalties/ Unauthorized Deductions**

Claims for any consumer Coupon-related expenses and/or fees, other than those expressly permitted in this Policy, will be marked invalid and considered unauthorized deductions. If Retailer fails to redeem Coupons or Codes in accordance with this Policy or fails to repay Nestlé for unauthorized deductions within a time frame requested by Nestlé, Nestlé reserves the right to, in its sole discretion, (i) prosecute the Retailer under applicable fraud statutes and forward Coupons, which Nestlé judges to be mis-redeemed, to law enforcement agencies or other parties for their review and investigative purposes, (ii) charge back the unpaid amount on future orders, (iii) collect or deduct the unpaid amount from other available funding, (iv) withhold resources, funding, innovation partnerships or aid, premiums or surcharges, or shipment and credit holds, (v) implement a surcharge to cover any administrative fees of analyzing, administering, or recovering the unpaid amount, (vi) refuse any future order, cancel any current orders or refuse, delay, or withhold delivery of current or future orders until Retailer repays the unauthorized amount, and/or (v) for applicable Nestlé entities invoke any of the penalties or actions described in the Nestlé Conditions and Terms of Sale and the Unauthorized Deductions and Post Audit Claims Policy. Nestlé will provide prior notification to customer of the actions to be taken. Nestlé reserves the right to refuse payment for an entire shipment if any portion of the shipment is found to be improperly redeemed.

## **9.0 Miscellaneous**

9.1 Any use of Coupons and/or Codes by a Retailer not consistent with these terms shall be regarded as a material breach and may constitute fraud, and Nestlé, at its sole discretion, may void all Coupons and/or Codes such Retailer submits for redemption.

9.2 Retailer will not reimburse the Coupon and/or Code value, whether in the form of cash, a gift card, or original form of payment, when a consumer returns an item where a Nestlé Coupon and/or Code was used.

9.3 This Policy will be governed and construed in accordance with the federal laws of the United States and the state laws of the State of Missouri. Any action or proceeding brought by any party hereto which is related to this Policy or any Coupon(s) and/or Code(s) shall be brought in a federal or state court having proper subject matter jurisdiction and governing St. Louis County, Missouri.

9.4 Any legal action hereunder must be brought within one (1) year of the particular submission date giving rise to the cause of action or such claims will be deemed extinguished. Each party shall be responsible for its own attorneys' fees and costs.

9.5 Nestlé's failure to enforce any terms or conditions of this Policy shall not constitute a waiver of them by Nestlé. No custom or practice of the parties at variance with the terms of this Policy will constitute a waiver of such party's right to demand exact compliance with the terms hereof.

9.6 Nestlé 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.

9.7 Should any provision(s) of this Policy be declared invalid for any reason, such decision shall not affect the validity of any other provisions, which other provisions shall remain in force and effect as if this Policy had been agreed to with the invalid provision(s) eliminated.

If you have any questions or need further clarification, please call the Inmar Retailer Hotline at (800) 285 7602.