

BA Sports Nutrition, LLC

Coupon Redemption Policy
Updated 02/03/15

Dear Retailer:

This Coupon Redemption Policy and the legal copy on **BA Sports Nutrition, LLC** coupons state the only terms and conditions under which **BA Sports Nutrition, LLC** will reimburse its customers for coupon submissions (“Policy”). Your acceptance and redemption of coupons for **BA Sports Nutrition, LLC** products constitutes your acceptance of and binding agreement with all the terms and conditions in this Policy. It is the retailer’s responsibility to ensure its employees are aware of and in compliance with this Policy.

Redemption of **BA Sports Nutrition, LLC** coupons in accordance with all terms and conditions of this Policy authorizes you to receive appropriate payment for properly redeemed coupons. Appropriate payment will equal face value or the retail selling price up to the maximum indicated on **BA Sports Nutrition, LLC** coupons for free merchandise, plus the handling fee stated on **BA Sports Nutrition, LLC** coupons, and reasonable postage, as further defined below. **BA Sports Nutrition, LLC** will not pay additional fees and charges. Payment amounts for **BA Sports Nutrition, LLC** coupons should not be deducted from payment of any **BA Sports Nutrition, LLC** product invoices. Such deductions for either whole or partial payment amounts will not be accepted by **BA Sports Nutrition, LLC** and will be added to your next invoice for immediate payment.

1. Coupons are redeemable only in the United States of America
2. Coupons are redeemable only when consumers purchase the brands/sizes/quantities indicated, prior to the expiration date, and retailers subtract the face value from the retail price of a **BA Sports Nutrition, LLC** product.
3. Retailers must submit coupons for reimbursement within xx days after the expiration date of the coupon.
4. Consumer must pay any and all applicable taxes. Coupon cash value 1/100¢.
5. Only one coupon may be accepted by the retailer per **BA Sports Nutrition, LLC** product purchased.
6. 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.
7. For each properly redeemed coupon, retailers will be reimbursed for the face value, or the retail selling price up to the maximum indicated on **BA Sports Nutrition, LLC** coupons for free merchandise, plus the handling fee as stated on each **BA Sports Nutrition, LLC** coupon and reasonable postage (further defined below). No additional fees will be accepted or paid.
8. Postage will be reimbursed at current actual uninsured rates. First Class U.S. postal rates will apply for shipments less than or equal to 13 ounces and United Parcel Service ground rates will apply for shipments which exceed 13 ounces.

9. **BA Sports Nutrition, LLC's** (or its agent's) actual count of coupons received will be final and shall govern the payment of coupons under this Policy.
10. **BA Sports Nutrition, LLC** reserves the right to deny reimbursement, retain and declare void any coupons presented for redemption when the following conditions occur: coupons are in mint/mass cut condition, or uniform mix coupons are submitted for reimbursement; retailer has insufficient stock to cover the number and types of coupons submitted; inability to verify retailer's address or business operations; or redemptions that are not in accordance with this Policy. Further, **BA Sports Nutrition, LLC** reserves the right to forward any such coupons to enforcement authorities for review.
11. On request, retailers must provide **BA Sports Nutrition, LLC** with proof of purchase of **BA Sports Nutrition, LLC** products sufficient to cover coupons presented for payment.
12. Coupon payments may not be deducted from payments of **BA Sports Nutrition, LLC's** product invoices.
13. Properly redeemed coupons must be submitted directly by the retailer or through an authorized clearinghouse only. Submission by unauthorized intermediary agents will not be accepted.
14. In the event a retailer payment is withheld, the retailer must appeal this decision of **BA Sports Nutrition, LLC** within six (6) months of the date of the notification of non-payment. Appeals made after six (6) months will not be honored by **BA Sports Nutrition, LLC**.
15. Any inconsistent use of this Policy constitutes fraud and, in addition to other legal remedies at the option of **BA Sports Nutrition, LLC**, may void all coupons submitted for reimbursement and coupons may be retained by **BA Sports Nutrition, LLC** without payment.
16. Failure to enforce any terms or conditions of this Policy shall not constitute waiver of such provision or any other provision by **BA Sports Nutrition, LLC**. **BA Sports Nutrition, LLC** 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 the retailer's responsibility to obtain updated copies of this Policy.
17. Send properly redeemed **BA Sports Nutrition, LLC** coupons to:

BA Sports Nutrition, LLC
Dept. #58176
1 Fawcett Drive
Del Rio, TX 78840

Sincerely,

BA Sports Nutrition, LLC