

SWISHER INTERNATIONAL, INC.



Swisher International, Inc.
Coupon Redemption Policy
Revised 12/1/08

Dear Retailer:

This Coupon Redemption Policy and the legal copy on Swisher International, Inc. ("Swisher") coupons state the only terms and conditions under which Swisher will reimburse its customers for coupon submissions ("the Policy"). Your acceptance and redemption of coupons for Swisher 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.

1. 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 Swisher product.
2. Coupons are redeemable only in the United States of America. Coupons are void where prohibited, taxed or restricted by law.
3. Swisher coupons are intended for use by adult consumers only. For purposes of this policy, an adult consumer is a consumer of legal age to purchase the Swisher product in the state or locality in which the purchase occurs. Retailers may only accept a Swisher coupon if such coupon is presented in a face-to-face transaction with the adult consumer.
4. The consumer must pay any and all applicable taxes. Coupon cash value is 1/100¢.
5. Only one (1) coupon may be accepted by the retailer per Swisher product purchased.
6. Coupons may not be reproduced, photocopied, trimmed or altered in any way by the retailer. Any such coupons should not be redeemed by the retailer and any such coupons will not be accepted or reimbursed by Swisher.
7. Coupons are non-assignable and are void if transferred from their original recipient to any other person, firm, or group. Swisher does not permit the unauthorized distribution, collection, sale or assignment of its coupons for any reason. Coupons cannot be used in swap boxes, gathered and distributed by any person or group for charitable fund-raising purposes, or otherwise used in any way except as described in Paragraph 1 above.

8. Retailers must submit coupons for reimbursement within forty-five (45) days after the expiration date of the coupon.
9. For each properly redeemed coupon, retailers will be reimbursed for the face value, or the retail selling price up to the maximum indicated on Swisher coupons for free merchandise, plus the handling fee as stated on each Swisher coupon and reasonable postage (as further defined below). No additional fees will be accepted or paid.
10. 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 States Parcel Service ("UPS") rates will apply to shipments exceeding 13 ounces.
11. Properly redeemed coupons must be submitted directly by the retailer or through an authorized clearing house only. Submissions by unauthorized intermediary agents will not be accepted.
12. All applicable IRS reporting requirements must be complied with, including obtaining an appropriate taxpayer identification number.
13. Swisher's (or its agent's) actual count of coupons received will be final and shall govern the payment of coupons under this Policy.
14. Swisher reserves the right to deny reimbursement, retain and declare void any coupons presented for redemption when any of 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 presented; inability to verify retailer's address or business operations; or redemptions that are not in accordance with this Policy. Further, Swisher reserves the right to forward any such coupons to enforcement authorities for review.
15. On request, retailers must provide Swisher with proof of purchase of Swisher products sufficient to cover coupons presented for payment. Failure to provide legitimate proof of purchase will render all coupons submitted null and void and payment of such coupons will be withheld. Handwritten invoices will not be honored as legitimate proof of purchase.
16. Coupon payments may not be deducted from payments of Swisher product invoices.
17. In the event a retailer payment is withheld by Swisher, the retailer must appeal the decision to withhold payment within six (6) months of the date of the notification of non-payment. Appeals made after six (6) months will not be considered by Swisher.

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18. Any submissions inconsistent with this Policy will be considered fraud and Swisher in its sole discretion may, in addition to any other legal remedies, void all coupons submitted for reimbursement by or on behalf of the offending retailer(s) and/or their agents and retain such coupons as its sole property without payment.
19. Failure to enforce any terms or conditions of this Policy shall not constitute waiver of such provision or any other provision by Swisher. Swisher reserves the right, in its sole discretion and without prior notice to any party, to modify, revise, add to and/or eliminate any of the provision of this Policy. It is the retailer's responsibility to obtain updated copies of this Policy.
20. Send properly redeemed Swisher coupons to:

Swisher International, Inc.
Dept. #333000
One Fawcett Drive
Del Rio, TX 78840

Sincerely,

SWISHER INTERNATIONAL, INC.

BY: 

Jane Green
Vice President - Marketing