

# ALLERGAN

## Coupon Redemption Policy

This Coupon Redemption Policy establishes all terms and conditions under which Allergan, Inc. (“Allergan”) will reimburse customers for coupon submission. Proper store redemption of our coupons authorizes you to submit coupons for reimbursement by Allergan. This Coupon Redemption Policy may be modified at any time by Allergan, in Allergan’s sole discretion. If you have any questions or need further clarification, please contact our agent, NCH Marketing Services @ 800.833.7096

**YOUR REDEMPTION OF OUR COUPONS INDICATES YOUR ACCEPTANCE AND COMPLIANCE WITH ALLERGAN’S COUPON REDEMPTION POLICY (THE “AGREEMENT”). NOTWITHSTANDING ANY COURSE OF DEALINGS BETWEEN US, NO PURCHASE ORDER, INVOICE, RETAILER-POLICY OR SIMILAR DOCUMENT SHALL BE CONSTRUED TO MODIFY ANY OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, EXCEPT FOR ANY WRITTEN MODIFICATION DISTRIBUTED BY ALLERGAN AS AN UPDATE TO THIS ALLERGAN COUPON REDEMPTION POLICY.**

### Redemption at the Store

1. Coupons are redeemable, prior to the expiration date, only by a consumer purchasing the specific product(s) stated on the coupon, with the face value of the coupon deducted from your retail price. Only one coupon per consumer per product purchased will be honored. If coupons specify brand, size, flavor, or quantity you must honor and comply with these specifications in the consumer purchase. Coupons will not be honored for reimbursement beyond six (6) months after the coupon expiration date.
2. Coupons may not be reproduced, photocopied, mutilated, trimmed or altered in any way by the retailer or consumer. Any such coupons should not be redeemed by retailer and any such coupons will not be accepted or reimbursed by Allergan.
3. Coupons are non-assignable and are void if transferred from their original recipient to any other person, firm or group. Allergan does not permit the unauthorized distribution, collection, sale, or 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 Allergan 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, licensed, restricted, or prohibited by law.
5. The consumer is required to pay any applicable sales tax.
6. Coupons are only redeemable by authorized retail locations located in the United States, its territories and at U.S. Military Commissaries and Exchanges. Allergan will not honor coupons submitted by retailers for products purchased from sources outside of Allergan’s normal channels of distribution.
7. Coupon reimbursements and adjustments cannot be deducted from invoices or purchase orders. Invoice deductions and deduction fees are not in compliance with Allergan’s Coupon Redemption Policy.

8. Each submission must contain the identity of the retailer submitting the coupons for payment. Properly redeemed and identified coupons will only be accepted if submitted by a retailer of our merchandise or a clearinghouse approved by Allergan. Coupons submitted by an unauthorized intermediary agent will not be accepted.
9. All applicable IRS reporting requirements, including obtaining an appropriate taxpayer identification number must be complied with.

### **Policy for Payment and Denials**

10. You will be reimbursed for the following three (3) items:
  - A) Face value of coupons or if the coupon calls for free merchandise, for your retail-selling price (up to the stated maximum value printed on the coupon); plus
  - B) A handling fee of \$.08¢ for each coupon properly redeemed (which fully covers all costs associated with handling/processing coupons, including any special handling, invoice preparatory or other reasonable fees); plus
  - C) Reasonable out-of-pocket costs incurred for the physical transportation of the coupons to our authorized agent. **Allergan will not pay for any administrative or consolidation fees and, except as described below, Allergan will not pay any other upcharges that you or your agent (if you use one) may assess in addition to or in lieu of such pass-through/out-of-pocket expenses.**
    - i) For retailers who sort the coupons they have redeemed and submit them directly without the use of any third part agent, you will be reimbursed for incurred reasonable postage (i.e. first class mail insured) or other shipping charges, as indicated on the package received.
    - ii) Retailers that are using a retailer clearinghouse, retailer billing agent or wholesaler, will be reimbursed at a rate not exceeding \$5.00 (per thousand) of coupons redeemed.
11. The above three items listed above (10A-C) represent the only amounts for which retailers will be reimbursed by Allergan. Retailers agree not to attempt to collect any additional amounts in any way. You **WILL NOT** be reimbursed for the following:
  - A) Unreasonable postage claims above our stated reimbursement rate as mentioned above.
  - B) Coupon reimbursement and adjustments **CANNOT** be deducted from payment of product invoices or purchase orders.
  - C) Allergan coupon agent's actual count of coupons received will be final and shall govern Allergan's payment decision.
12. On request, retailers must provide Allergan with evidence of proof-of-purchase documentation of sufficient stock items to cover coupons presented for payment. Failure to provide Allergan with such evidence of proof-of-purchase will deem all coupons void and will not be redeemed by Allergan. Handwritten invoices or invoices salvaged merchandise suppliers or diverters will not be honored as legitimate proof-of-purchase. Allergan reserves the right to audit the coupon sorting and billing service of any retailer or any agent involved in the handling process.

13. Post audit claims or disputes shall be brought within twenty-four (24) months of the original coupon payment. Allergan will not review deduction claims beyond twenty-four (24) months of the original payment.
14. Any lawsuit involving coupon processing or payment disputes shall be brought within 18 months of the original date of coupon payment or such claims shall be deemed extinguished. Any such lawsuit shall be filed and conducted in a state or federal court located in the State of California. Each party shall be responsible for its own attorneys' fees and costs.
15. If false or misleading verification information is provided on a questionnaire to Allergan, or a certified clearinghouse, redemption privileges with Allergan may be permanently terminated.
16. Each shipment of coupons will be considered as a whole and Allergan reserves the right to refuse payment for an entire shipment if any portion of the shipment is found to be improperly redeemed.
17. Failure to observe these terms and conditions for proper redemption may, at the option of Allergan, void all coupons submitted for reimbursement and all coupons may be retained as property of Allergan without payment. Allergan reserves the right to forward coupons, which Allergan judges to be misredeemed, to law enforcement agencies for their review and investigative purposes.
18. The cash redemption value of each coupon is 1/50 of one cent.
19. It is FRAUD to present coupons for redemption other than as provided by this Agreement.
20. YOU AGREE THAT FAILURE TO OBSERVE THESE TERMS AND CONDITIONS FOR PROPER REDEMPTION MAY AT THE SOLE OPTION OF ALLERGAN VOID ALL COUPONS SUBMITTED FOR REIMBURSEMENT AND ALL COUPONS MAY BE RETAINED AS PROPERTY OF ALLERGAN, WITHOUT PAYMENT. THE EXERCISE OR WAIVER, INWHOLE OR IN PART, OF ANY RIGHT, REMEDY OR DUTY PROVIDED FOR IN THIS AGREEMENT WILL NOT CONSTITUTE THE WAIVER OF ANY PRIOR, CONCURRENT OR SUBSEQUENT RIGHT, REMEDY OR DUTY UNDER THIS AGREEMENT.
21. To redeem coupons for Allergan, send properly redeemed coupons to:

Allergan, Inc  
PO Box 880003  
El Paso, TX 88588-0003

**ALLERGAN**