



COUPON REDEMPTION POLICY

From time to time Bayer HealthCare LLC, Diabetes Care (hereinafter referred to as “Bayer”) distributes manufacturer cents-off and free goods coupons to the general public. This Coupon Redemption Policy establishes all terms and conditions applicable to the redemption, handling, and processing of Bayer coupons, the amounts Bayer will reimburse to its customers for properly redeemed coupons, and all other matters relating to customer’s acceptance and treatment of Bayer coupons. 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 of this agreement. **YOUR ACCEPTANCE AND REDEMPTION OF BAYER COUPONS CONSTITUTES A BINDING AGREEMENT TO HONOR THE COUPON REQUIREMENTS, TERMS AND CONDITIONS LISTED BELOW:**

Redemption at the Store

1. Bayer coupons are redeemable only at retail locations located in the USA, its territories, Puerto Rico and U.S. Military bases. Coupons are good only in area(s) where originally distributed and cannot be bought, sold or exchanged for cash, other coupons or certificates. Coupons are intended for consumer use only and should not be accepted by Retailer for product that will be resold.
2. Coupons are redeemable only by a qualifying consumer purchasing the specific brand(s), product(s), limited to the quantity and sizes stated on the coupon, with the face value of the coupon deducted from your retail price. Only one coupon may be redeemed for each item purchased. Coupons may not be used in combination (two or more) to purchase the same package(s). Any sales tax must be paid by the consumer.
3. Coupons will include an expiration date. Coupons will not be honored for reimbursement beyond six (6) months after the expiration date.
4. Coupons should only be redeemed by a retailer if the consumer can supply all the information required for processing of the coupon. For example, sometimes Bayer coupons request the serial number of a Bayer meter. If you redeem the coupons without including all required information on the coupon, Bayer will not pay the retailer for the coupon.
5. Coupons may not be reproduced, photocopied, mutilated, trimmed or altered in any way by the retailer. Coupons are non assignable and are void if transferred from their original recipient to any other person, firm or group. Coupons are not to be gathered and distributed by any person or group for charitable fund raising purposes. Bayer does not permit the unauthorized distribution, collection, sale or assignment of its coupons for any reason. Therefore, coupons are not to be kept in swap boxes, taped to product, placed on hooks near Bayer products, placed at check out stands or used in any other way except as described in Section 2 above.

6. Coupons are void if taxed, restricted, or prohibited by law. Coupons can not be used toward insurance co-pay unless other wise stated on the coupon.
7. Sometimes claims for test strips and meter may not be submitted for reimbursement to Medicare, Medicaid, or private insurers in Massachusetts, Minnesota, or states as indicated on the coupon. In other circumstances, claims for test strips and meters may be submitted to public and private insurers, but you must reflect the discount received. You agree to adhere to the instructions on the back of each coupon in this regard.
8. Coupons must be subject to the same controls as retailers maintain for its receipt of cash. Store employees, managers, and agents must be advised of these controls accordingly.
9. Bayer has no obligation for payment of any tax (including sales tax) in connection with any coupon.

Processing Coupons for Payment

10. Bayer will only accept properly redeemed and identified coupons directly from the retailer, through an authorized retailer clearinghouse, retailer billing agent, or wholesaler billing agent. Bayer reserves the right to deal directly with all retailers on all matters pertaining to any coupon submission.
11. Payment to the clearinghouse or agent on behalf of retailer constitutes full and final payment for the coupon submission by retailer and relieves Bayer of any and all liability that may arise from non-performance on the part of the clearinghouse or agent to retailer, and further, retailer waives any right to pursue Bayer for any claims or obligations that are caused by the acts or omissions of its clearinghouse or agent.
12. Retailers, clearinghouses and agents must comply with all applicable IRS reporting requirements, including obtaining an appropriate taxpayer identification number.
13. To redeem coupons for Bayer HealthCare LLC, Diabetes Care, send properly redeemed Coupons to:

Bayer HealthCare LLC
Diabetes Care
P. O. Box 880496
El Paso, TX 88588-0496

Policy for Payment and Denials

14. Retailers will be reimbursed for the following three items under Section 14 (A), (B), (C) and only these three items:
 - A) The face value stated on the coupon, or if the coupon calls for free merchandise, retail-selling price up to the stated maximum value printed on the coupon.
 - B) \$.08 for handling/processing of each properly redeemed coupon, which fully covers all cost associated with handling/processing coupons, including but not limited to:

1. Front end handling by the retailer
 2. Store to headquarters accounting
 3. Store occupancy
 4. Sundry loss
 5. Cost of fund
 6. Coupon processing, special handling, invoice preparation and process, deduction or other fees.
- C) Reasonable out-of-pocket costs incurred for the physical transportation of the coupons to Bayer or to Bayer's authorized agent, subject to the limitations described in this Section 15 (C). Bayer will not pay for any administrative or consolidation fees, except as described in 14(C) (2) below. Bayer will not pay any other charges that retailers or third party retailer agents may assess on or in lieu of such pass-through/out-of-pocket expenses. The transportation costs will be reimbursed as follows:
1. For retailers who sort the coupons they have redeemed and submit them directly without the use of any third party agent, the retailer will be reimbursed for reasonable postage incurred (e.g., first class mail insured) or other shipping charges, as indicated on the package received.
 2. For those retailers that are using a clearinghouse or billing agent, the retailer will be reimbursed at a rate up to \$6.00 per thousand of coupons properly redeemed.

The above three items (14 A, B, C,) represent the only amounts for which retailers will be reimbursed. Thus the maximum amount that a retailer using a clearinghouse or billing agent will be reimbursed for a properly redeemed coupon is the face value (or other amount determined under 15(A) above) plus \$0.08 for handling/processing plus up to \$6.00 per thousand coupons for transportation. Retailers agree not to attempt to collect or deduct any additional amounts from Bayer in any way. Any such attempted collection or deduction (and any collection/deduction fee associated therewith) constitutes a breach of this Policy and will not be accepted by Bayer.

15. Bayer reserves the right to request evidence of proof that sufficient stock was purchased to justify the number of coupons submitted and to audit the coupon sorting and billing service of any retailer or any agent involved in the handling process. Retailer must submit, on request, itemized invoices proving sufficient purchases of Bayer Diabetes Care products within normal redemption cycle to cover the Coupons presented for payment. Bayer reserves the right to withhold payment on, retain, mark and declare void shipments containing coupons in mint/mass cut condition or otherwise judged to be improperly redeemed. Shipments shall be considered as a whole.
16. Bayer reserves the right to deny reimbursement of any coupons exhibiting signs of misredemption, including, but not limited to gang cut, similar cuts and tears, evidence of tape, mint condition, or sequential numbering patterns.

17. If false or misleading verification information is provided on a questionnaire to Bayer or a certified clearinghouse, redemption privileges with Bayer may, at Bayer's sole discretion, be permanently terminated.
18. Each shipment of coupons will be considered as a whole and Bayer reserves the right to refuse payment for an entire shipment or any portion if the shipment is found to be improperly redeemed.
19. Any lawsuits involving coupon payment disputes must be officially commenced in an appropriate forum within six (6) months of the original date of notification by Bayer of such dispute to the retailer, clearinghouse or agent, or such claims shall be extinguished. Any such lawsuit shall be governed by the laws of New York and shall be venued in a state or federal court located in New York. Each party is responsible for its own attorney's fees and costs.
20. Bayer reserves the right to forward coupons, which Bayer judges to be misredeemed, to law enforcement agencies for purposes of their review and investigation.

Miscellaneous Terms

21. The cash redemption value of each coupon is 1/100 of one cent.
22. It is FRAUD to present coupons for redemption other than as provided in this Policy.
23. **FAILURE TO OBSERVE THESE TERMS AND CONDITIONS FOR PROPER REDEMPTION OF COUPONS MAY, AT THE SOLE OPTION OF BAYER, VOID ALL COUPONS SUBMITTED FOR REIMBURSEMENT AND ALL COUPONS MAY BE RETAINED AS PROPERTY OF BAYER WITHOUT PAYMENT.**

The exercise or waiver in whole or in part of any right, remedy, or duty provided for in this Policy will not constitute the waiver of any prior, concurrent or subsequent right, remedy or duty under this Policy.

Inquires may be submitted to:

**Bayer HealthCare LLC
Diabetes Care
430 S. Beiger St
Mishawaka, IN 46545
Attn: Rebate Coupon Processing**