



BEIERSDORF INC. COUPON REDEMPTION POLICY STATEMENT

YOUR REDEMPTION OF OUR COUPONS INDICATES YOUR ACCEPTANCE AND COMPLIANCE WITH THIS 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 OF THIS AGREEMENT.

It is the intent of Beiersdorf Inc. (Beiersdorf), to process coupon reimbursements in the most efficient and cost effective way possible, to ensure that we can continue to provide consumers the promotional incentive that coupons offer.

Redemption at the Store

- 1) Coupons are redeemable only by a consumer purchasing the specific product(s) indicated on the coupon (i.e. the specific brand, size and quantity indicated), and only in accordance with the terms set forth on the face of the coupon and in this redemption policy. The face value of the coupon should be deducted from the retail selling price. Only one coupon shall be honored for each item purchased.
- 2) Retailers are to use reasonable care in accepting coupons. Retailers shall not accept coupons that have been reproduced, photocopied, mutilated, trimmed or altered in any way.
- 3) Coupons are non-assignable and are void if transferred from their original recipient to any other person, firm or group prior to store redemption. Coupons are not to be used in swap boxes, taped to product or gathered and distributed by any other person or group for charitable fund raising purposes, or other otherwise used in any way except as described in Section 1 above.
- 4) Coupons are void if taxed, restricted or prohibited by law.
- 5) The consumer must pay any applicable sales tax.
- 6) Coupons are redeemable only by dealers/retailers located in the U.S., its territories, and on U.S. military bases.

Processing Coupons for Payment

- 7) Properly redeemed and identified coupons will be accepted only from Beiersdorf authorized intermediaries or clearing houses. Coupons will not be honored if presented through unauthorized persons or companies. Coupons will be considered void when presented by an agency or broker not authorized by Beiersdorf.

- 8) All parties submitting coupons for redemption must comply with all applicable laws and regulations, including IRS reporting requirements, and must have an IRS taxpayer identification number.
- 9) Beiersdorf will only accept properly redeemed and identified coupons: (a) directly from the retailer, or through authorized (b) retailer clearinghouse, (c) retailer-billing agent, or (c) wholesaler-billing agent.
- 10) To redeem coupons for Beiersdorf, send properly redeemed coupons to:

Beiersdorf		NCH/ Beiersdorf
P.O. Box 880504	OR	26-A Walter Jones
El Paso, TX 88588-0504		El Paso, TX 77906

Policy for Payment and Denials

- 11) You will be reimbursed for the following amounts:
 - A. Face value of coupons or, if the coupon calls for free merchandise, for the retail selling price (up to the stated cap amount), plus
 - B. \$.12 per coupon “Retailer Handling Fee” for each coupon properly redeemed*
Beiersdorf has developed a set cost per coupon above face value of \$.12 per coupon referred to by Beiersdorf as “Retailer Handling Fee” to fully compensate the Retailer and their agents for all associated costs, including all handling and transportation expenses of any kind. **Beiersdorf will not pay any additional fees or cost related to postage, shipping or transportation fees.** Due to system limitations and for ease of reconciliation, the \$.12 per coupon Retailer Handling Fee will be computed in the following manner when a retailer or their clearinghouse submits an invoice for payment and settlement, \$.08 per coupon handling fee plus a supplemental handling fee of \$.04 (billed as shipping/postage) per coupon to arrive at the \$.12 per coupon Retailer Handling Fee. Beiersdorf will not pay any additional deduction fees or costs related to postage, shipping, transportation, and/or miscellaneous fees.
 - C. The Retailer Handling Fee mentioned above constitutes full and complete compensation to the Retailer and its agent for the customary and reasonable expenses incurred in processing the coupon from point of sale to redemption at Beiersdorf designated site. The Retailer Handling Fee takes into account the total cost of coupon handling by the Retailer and its agent, including postage, shipping, and transportation, when reasonable and efficient coupon processing methods are utilized by Retailer and agent. Other expenses, such as clearinghouse charges and handling fees, are costs negotiated between Retailer and its clearinghouse or agent, and are not the responsibility of Beiersdorf and therefore the fees involved will not be passed to Beiersdorf.
- 12) The Retailer agrees not to take unauthorized deductions from Beiersdorf product invoices for any amounts relating directly or indirectly to coupon redemption. If such authorized deductions are made, Beiersdorf reserves the option to take action, including but not limited to, reducing the Retailer’s promotional funding to offset any and all unauthorized coupon related deduction balances or suspending shipments/credit to the Retailer.

- 13) Beiersdorf reserves the right to request evidence of proof of purchase to show that sufficient stock was purchased to justify the number of coupons submitted and reserves the right to audit the coupon sorting and billing service of any retailer or any agent involved in the handling process.
- 14) [Mandatory Arbitration] (B) You and Beiersdorf agree that all disputes between them, or arising from the relationship between them, and all disputes arising from or related to this Redemption Policy, including the scope of this arbitration agreement, shall be resolved by binding arbitration by the American Arbitration Association, under Commercial Arbitration Rules then in effect. Any award of the arbitrators(s) may be entered as a judgment in any court having jurisdiction. In the event a court having jurisdiction finds any portion of this agreement unenforceable, that portion shall not be effective and the remainder of the agreement shall remain effective. Information may be obtained and claims may be filed at any office of the American Arbitration Association <http://www.adr.org/index.asp>, or at American Arbitration Association; Case Filing Services; 1101 Laurel Oak Road, Suite 100; Voorhees, NJ 08043. This Agreement shall be governed by and interpreted under the Federal Arbitration Act, 9 U.S.C. Sections 1-16 ("FAA"). The arbitration shall follow existing substantive Law to extent consistent with the FAA and applicable statutes of limitations and shall honor any claims or privilege recognized by law. If any party requests so, the arbitrator shall write an opinion containing the reasons for the award. No claim submitted to arbitration is heard by a jury and no claim may be brought as a class action or as a private attorney general. Any arbitration hearing will take place within the Connecticut federal judicial district.
- 15) If false or misleading verification information is provided on a questionnaire to Beiersdorf or certified clearinghouse, redemption privileges with Beiersdorf may be permanently terminated.
- 16) Each shipment of coupons will be considered as a whole and Beiersdorf reserves the right to refuse payment for an entire shipment if any portion of the shipment is found to be improperly redeemed.
- 17) It is FRAUD to present coupons for redemption other than as provided by this Redemption Policy.
- 18) FAILURE TO OBSERVE THESE TERMS AND CONDITIONS FOR PROPER REDEMPTION MAY, AT THE SOLE OPTION OF BEIERSDORF VOID ALL COUPONS SUBMITTED FOR REIMBURSEMENT AND ALL COUPONS MAY BE RETAINED AS PROPERTY OF BEIERSDORF, WITHOUT PAYMENT. FAILURE TO ENFORCE ANY TERMS OR CONDITIONS HEREOF SHALL NOT BE DEEMED A WAIVER FOR THEM.
- 19) Beiersdorf may revise this Coupon Redemption Policy Statement at any time, in its sole discretion.

Effective Date: **May 1, 2011**

***The \$.12 per coupon Retailer Handling Fee reimbursement covers the following costs:**

- Front-end handling by the retailer
- Store to headquarters accounting
- Store occupancy
- Sundry loss
- Cost of funds
- Coupon processing
- Any other special handling, invoice preparation or other fees