



THE DIAL CORPORATION

A  Company

**COUPON REDEMPTION POLICY
THE DIAL CORPORATION, A HENKEL COMPANY
EFFECTIVE 2/01/10**

YOUR REDEMPTION OF OUR COUPONS INDICATES YOUR ACCEPTANCE AND COMPLIANCE WITH THIS REDEMPTION POLICY (“THE AGREEMENT”). NOWWITHSTANDING 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.

Redemption at the Store

1. Coupons are redeemable only by a consumer purchasing the specific brands, quantities, sizes and product(s) stated on the coupon, with the face value of the coupon deducted from your retail price. Coupons are not authorized to be used when a consumer is purchasing products for resale. Only one coupon will be honored for each item purchased. Retailers should not accept expired coupons as The Dial Corporation, does not honor them.
2. Coupons may not be reproduced, photocopied, mutilated, trimmed or altered in any way by the retailer.
3. Coupons are non-assignable and are void if transferred from their original recipient to any other person, firm or group. The Dial Corporation 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 The Dial Corporation’s products, gathered and distributed by any person or group for charitable fund-raising purposes, or 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 is required to pay any applicable sales tax.
6. Coupons are only redeemable by authorized dealers located in the U.S., including Military Commissaries. The Dial Corporation will not honor coupons submitted by retailers for products purchased from sources outside The Dial Corporation’s normal channels of distribution. Coupons redeemed on salvaged, damaged, close-out or diverted product will not be honored.

Processing Coupons for Payment

7. The Dial Corporation 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.

8. All applicable IRS reporting requirements, including obtaining an appropriate taxpayer identification number must be complied with.

9. To redeem coupons for The Dial Corporation, send properly redeemed coupons to:

The Dial Corporation, a Henkel Company	NCH/The Dial Corporation
P.O. Box 880090	26-A Walter Jones
El Paso, TX 88588-0090	El Paso, TX 79906

Policy for Payment and Denials

10. Subject to The Dial Corporation's discretion, you will be reimbursed for the following three (3) items only:

- 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) 8 cents for handling each coupon properly redeemed; plus¹
- C) Reasonable out-of-pocket costs incurred for the physical transportation of the coupons to us or to our authorized agent. **We will not pay for any administrative or consolidation fees and, except as described in (ii) below, we will not pay any other upcharges that you or your agent (if you use one) may assess on or in lieu of such pass-through/out-of-pocket expenses.** The transportation costs will be reimbursed as follows:
- i) For retailers who sort the coupons they have redeemed and submit them directly without the use of any third party 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; or
- ii) For those retailers that are using a clearinghouse or billing agent, we will reimburse you at a rate equal to \$5.00 per thousand of coupons redeemed.
- D) Payment will be made within thirty (30) days from the date of receipt of invoice and coupons. Should there be any payment discrepancies, they should be made in writing to either of the addresses listed above within sixty (60) days after the payment date. Any inquiries after this time period will not be honored.

11. Coupon reimbursements and coupon adjustments may not be deducted from payment of invoices or purchase orders to The Dial Corporation. Any deduction(s) resulting from coupon adjustments, penalty fees or deduction administrative fees will be considered unauthorized and must be repaid. If unauthorized deductions are made, The Dial Corporation reserves the

¹ The 8 cents covers the following costs:

- Front-end Handling by the retailer
- Store to Headquarters Accounting
- Store Occupancy
- Sundry Loss
- Cost of Funds
- Coupon Processing
- Special handling, invoice preparation, or other fees

right to take action, including, but not limited to, reducing your customer development fund by an amount equal to the unauthorized deduction(s) taken, suspension of customer service, change to the customer's credit rating, as well as to take action to suspend shipments.

12. The Dial Corporation 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. The Dial Corporation further reserves the right to utilize a third party to review all submissions and deny reimbursement based on the third party's recommendations.
13. Retailer will take reasonable precautions to not accept counterfeit coupons. The retailer will make a good faith effort to educate front end personnel of these precautions:
 - A) Not accepting at home coupons that do not scan.
 - B) Limiting consumer from redeeming large quantities of the same coupon at the point of sale.
14. In the event that a retailer accepts a counterfeit coupon in good faith, Dial will honor the coupon with the understanding that Dial will provide notice to the retailer immediately after discovering the counterfeit offer with the expectation that the retailer will handle in accordance to their fraud policy. A grace period will be extended during which compensation for a counterfeit coupon will be made by Dial. The determined counterfeit coupon will not be honored after end of the grace period.
15. Please notify The Dial Corporation and NCH of any counterfeit coupons detected.
16. 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 Arizona. Each party shall be responsible for its own attorneys' fees and costs.
17. If false or misleading verification information is provided on a questionnaire to The Dial Corporation's certified clearinghouse, redemption privileges with The Dial Corporation may be permanently terminated.
18. Each shipment of coupons will be considered as a whole and The Dial Corporation reserves the right to refuse payment for an entire shipment if any portion of the shipment is found to be improperly redeemed.
19. Failure to observe these terms and conditions for proper redemption may, at the option of The Dial Corporation void all coupons, submitted for reimbursement and all coupons may be retained as property of The Dial Corporation without payment. The Dial Corporation reserves the right to forward coupons which The Dial Corporation judges to be misredeemed, to law enforcement agencies for their review and investigative purposes.

Miscellaneous Terms

20. The cash redemption value of each coupon is 1/100 of one cent.
21. It is FRAUD to present coupons for redemption other than as provided by this Agreement.
22. The Dial Corporation reserves the right to forward coupons, that it judges to be misredeemed, to law enforcement agencies for their review and investigation.

23. This Agreement is effective as of February 1, 2010. The Dial Corporation reserves the right to modify or withdraw the terms of this policy at any time with notice.
24. This agreement will be applicable for all products manufactured or sold by The Dial Corporation, a Henkel Company its affiliates or subsidiaries.
25. YOU AGREE THAT FAILURE TO OBSERVE THESE TERMS AND CONDITIONS FOR PROPER REDEMPTION MAY AT THE SOLE OPTION OF THE DIAL CORPORATION VOID ALL COUPONS SUBMITTED FOR REIMBURSEMENT AND ALL COUPONS MAY BE RETAINED AS PROPERTY OF THE DIAL CORPORATION WITHOUT PAYMENT. THE EXERCISE OR WAIVER, IN WHOLE 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.
26. If you have any questions about this policy, write to:

The Dial Corporation, a Henkel Company
Director, Media & Integrated Marketing, MS 03.50
19001 N. Scottsdale Rd.
Scottsdale, AZ 85255

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