



COUPON REDEMPTION POLICY STATEMENT

This Coupon Redemption Policy establishes all terms and conditions under which Warner-Lambert Company LLC ("Warner-Lambert") will reimburse customers for coupon submissions. Proper store redemption of our coupons authorizes you to submit coupons for reimbursement by Warner-Lambert. This Coupon Redemption Policy may be modified at any time by Warner-Lambert in Warner-Lambert's sole discretion. This Coupon Redemption Policy shall be available to retailers and other customers for review upon request. After reviewing the requirements, if you have any questions or need further clarification, please call our agent, NCH Marketing Services at 1-800-833-7096.

Your redemption of our coupons indicates your acceptance and compliance with this Warner-Lambert Coupon Redemption Policy. 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 Coupon Redemption Policy, except for an agreement distributed by Warner-Lambert as an update to this Coupon Redemption Policy.

Redemption at the Store

1. Coupons are redeemable, prior to the expiration date, only by a consumer purchasing the product(s) indicated 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 those specifications in the consumer purchase. Coupons will not be honored for reimbursement beyond 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 Warner-Lambert.
3. Coupons are non-assignable and are void if transferred from their original recipient to any other person, firm or group. Warner-Lambert 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 Warner-Lambert products, gathered and distributed by any person or group for charitable fund-raising purposes, or otherwise used in any way except as described in requirement #1 above.
4. Coupons are void if taxed, licensed, restricted, or prohibited by law.
5. Coupon reimbursements and adjustments cannot be deducted from invoices or purchase orders. Invoice deductions and deduction fees are not in compliance with Warner-Lambert Redemption Policy.
6. The consumer is required to pay any applicable sales tax.
7. Coupons are only redeemable by authorized dealers located in U.S., its territories and at U.S. Military Commissaries. Warner-Lambert will not honor coupons submitted by retailers for products purchased from sources outside of Warner-Lambert's normal channels of

distribution. Coupons redeemed on salvaged, damaged, closeout or diverted product will not be honored.

8. Each submission must contain the identity of the retailer submitting the coupons for payment. Properly redeemed and identified coupons will be accepted by NCH Marketing Services directly from the retailer or through a Warner-Lambert authorized retailer clearinghouse, Warner-Lambert authorized retailer-billing agent or wholesaler authorized-billing agent. Coupons submitted by unauthorized intermediary agents 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).
 - 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 preparation, or other fees); plus
 - c. Reasonable out-of-pocket costs incurred for the physical transportation of the coupons to our authorized agent. Warner-Lambert will not pay for any administrative or consolidation fees and, except as described below, will not pay any other up charges that you or your agent may assess in addition to or 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 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.
 - ii. Retailers using a retailer clearinghouse, retailer billing agent or wholesaler at a rate not exceeding \$5.00/M (per thousand) of coupons redeemed.
11. The above three items represent the only amounts for which retailers will be reimbursed. 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 invoices or purchase orders.
 - c. Warner-Lambert coupon agent's actual count of coupons received will be final and shall govern Warner-Lambert payment decisions.
12. On request, retailers must provide Warner-Lambert with legitimate proof-of-purchase documentation of sufficient stock items to cover coupons presented for payment. Failure to provide Warner-Lambert with legitimate proof-of-purchase will deem all coupons void and will not be redeemed by Warner-Lambert. Handwritten invoices or invoices from salvaged merchandise suppliers or diverters will not be honored as legitimate proof-of-purchase.

13. Warner-Lambert reserves the right to audit the coupon sorting and billing service of any retailer or any agent involved in the handling process.
14. Post audit claims or disputes shall be brought within 6 months of the original coupon payment. Warner-Lambert will not review deduction claims beyond 6 (six) months of the original payment.
15. 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 New Jersey. Each party shall be responsible for its own attorneys' fees and costs.
16. If false or misleading verification information is provided on a questionnaire to Warner-Lambert or a certified clearinghouse, redemption privileges with Warner-Lambert may be permanently terminated.
17. Each shipment of coupons will be considered as a whole and Warner-Lambert reserves the right to refuse payment for an entire shipment if any portion of the shipment is found to be improperly redeemed.
18. The cash redemption value of each coupon is 1/100th of one cent.
19. It is FRAUD to present coupons for redemption other than as provided by this Redemption Policy. Warner-Lambert reserves the right to forward coupons, which Warner-Lambert judges to be misredeemed, to law enforcement or other governmental agencies for their review and investigative purposes.
20. YOU AGREE THAT FAILURE TO OBSERVE THESE TERMS AND CONDITIONS FOR PROPER RECEMPTION MAY AT THE SOLE OPTION OF WARNER-LAMBERT VOID ALL COUPONS SUBMITTED FOR REIMBURSEMENT AND ALL COUPONS MAY BE RETAINED AS PROPERTY OF WARNER-LAMBERT, WITHOUT PAYMENT. THE EXERCISE OR WAIVER, IN WHOLE OR IN PART, OF ANY RIGHT, REMEDY OR DUTY PROVIDED FOR IN THIS AGREEMENT WILL NOT CONSITTUTE THE WAIVER OF ANY PRIOR, CONCURRENT OR SUBSEQUENT RIGHT, REMEDY OR DUTY UNDER THIS AGREEMENT.
21. To redeem coupons for Warner-Lambert, send properly redeemed coupons to:

Warner-Lambert Company LLC
P.O. Box #880142
El Paso, TX 88588-0142