



**Coupon Redemption Policy**  
**Update September 2, 2017**  
Supersedes all previous Coupon Policy Documents

All Armaly Sponge Co. (Armaly Brands) cents-off and free-goods coupons must be redeemed in accordance with requirements stated below. Redemption of any coupon signifies acceptance of the terms and conditions outlined in this Coupon Redemption Policy and constitutes a binding agreement as follows:

**Redemption at the Store**

Coupons can only be redeemed in the U.S., its territories and possessions, and Puerto Rico, including U.S. military bases.

Coupons are redeemable only when consumers purchase the product, brand(s), sizes and quantities indicated prior to the expiration date on the face of the coupon and retailers deduct the face value from their retail price. Coupons are not authorized to be used when the consumer is purchasing products for resale.

Advertising and promotions developed and/or disseminated by a third party and containing coupons for Armaly Brands products must be approved by Armaly Brands or they will be treated as void.

Coupons are not assignable and are void if transferred from their original recipient to any other person, firm or group. Armaly Brands does not permit the unauthorized distribution, collection, sale or assignment of its coupons for any reason. Coupons are not to be used in swap boxes, taped to product or placed on hooks near Armaly Brands products, gathered or distributed by any person or group for charitable fundraising purposes, or otherwise used in any way except as described in this Coupon Redemption Policy. Armaly Brands reserves the right to confiscate and forward any coupons classified as misredeemable to law enforcement agencies for review and/or action.

Coupons are void if taxed, restricted or prohibited by law, or when reproduced, altered or in mint/mass cut condition.

Retailers are not obligated to accept manufacturer coupons distributed by Armaly Brands. However, upon acceptance of coupons the retailer is subject to the terms and conditions stated on the coupon, and in this policy statement.

The consumer is required to pay any applicable sales tax.

There is a limit of one coupon per purchase of the product(s) and size(s) indicated. Consumers may redeem up to four (4) identical Coupons in a single transaction.

Only coupons received by Armaly Brands within six (6) months of the expiration date on the face of the coupon will be honored.

### **Processing Coupons for Payment**

Armaly Brands will accept properly redeemed and identified coupons directly from the retailer, through a retailer clearinghouse, or through a retailer-billing agent.

Supporting documentation must be provide if requested by Armaly Brands.

Coupons from unauthorized intermediary agents will not be accepted.

Retailers must comply with all applicable IRS reporting requirements, including obtaining an appropriate taxpayer identification number.

To redeem coupons for Armaly Brands products, send properly redeemed coupons to:

Armaly Brands 1674  
NCH Marketing Services  
PO Box 880001  
El Paso, TX 88588-0001

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

Armaly Brands will reimburse for the following:

1. Face value of coupons, or for coupons redeemed for free merchandise up to whichever is lower of the shelf price, or stated maximum value printed on the Coupon; plus
2. Up to .08¢ for handling for each Coupon properly redeemed.
3. Retailers who sort and submit directly will be reimbursed for reasonable postage indicated on the package received.
4. Retailers using a retailer clearinghouse or billing agent will be reimbursed for postage at a rate of \$80.00 per thousand coupons.

Retailers will NOT be reimbursed for counterfeit coupons and for unauthorized or unreasonable claims, including, but not limited to add-on miscellaneous fees including,

- Redemption other than face value
- Unreasonable postage claims

- Shipping consolidation fees
- Invoice creation fees
- Minimum invoice fees
- Fuel surcharge fees
- Submission of invoices exceeding five (5) per calendar day.
- Face value of coupons, or coupons redeemed for free merchandise up to whichever is lower of the shelf price, or stated maximum value printed on the Coupon.

The above reimbursements constitute full and complete compensation for the customary and reasonable expenses incurred in processing Armaly Brands coupons from point of sale redemption to redemption at the Armaly Brands designated site. The reimbursements take into account the total costs of coupon handling by you and your agent, including clearinghouse charges, handling fees, and all transportation costs, when reasonable and efficient coupon processing methods are utilized by you and your agent. Armaly Brands will not pay for any additional fees or costs, regardless of how they are computed, billed or designated.

Coupon reimbursements and adjustments may NOT be deducted from product invoices or purchase orders. Invoice deductions and deduction fees are not in compliance with the Armaly Brands redemption policy. If such unauthorized deductions are made, Armaly Brands reserves the option to take action, including but not limited to, suspending shipments and open credit to the Retailer/Distributor/Wholesaler and or a reduction in the Retailers/Distributors/Wholesalers promotional funding to offset any and all unauthorized coupon related deductions balances.

Upon written request, retailers must provide to Armaly Brands legitimate documentation as proof-of-purchase by a consumer at the retailer's store (brick & Mortar or e-store), including proof of sufficient stock of items to cover the coupons presented for payment. Failure to provide Armaly Brands with legitimate proof-of-purchase as outlined above will deem all coupons null and void, and payment for such coupons will be withheld.

Handwritten invoices or invoices from salvaged merchandise suppliers or diverters will not be honored as legitimate proof-of-purchase.

In the event a retailer payment is withheld, the retailer must appeal the decision within six (6) months of the date of notification. Appeals received after six (6) months will not be considered. Retailers should contact Armaly Brands Customer Service at (888) 427-6259

Any lawsuit by Customer involving coupon processing or payment disputes shall be brought within 12 months of the original date of coupon payment or such claims shall be deemed extinguished. This Agreement will be governed and construed in accordance with the laws of the State of Michigan. Any action or proceeding relating to this Agreement shall be brought in the state or federal courts located in Michigan.

Failure to observe these terms and conditions constitutes fraud and could result in prosecution under U.S. mail fraud statutes. Confiscation rights are reserved.

It is the retailers' responsibility to ensure that all personnel within their organizations comply with this Coupon Redemption Policy in all respects.

FAILURE TO OBSERVE THESE TERMS AND CONDITIONS FOR PROPER REDEMPTION MAY AT THE SOLE OPTION OF ARMALY BRANDS, VOID ALL COUPONS SUBMITTED FOR REIMBURSEMENT AND ALL COUPONS MAY BE RETAINED AS PROPERTY OF ARMALY BRANDS 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.

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