

## **Galderma Consolidated Coupon Redemption Policy**

**Scope of Policy.** This Policy governs the redemption terms relating to the coupons made available by Galderma Laboratories, L.P. (“Galderma”) for the purchase of Galderma products where the point of sale occurs at a physical retail establishment (the “Coupon(s)”) and the online purchase codes made available by Galderma for the purchase of Galderma products where the point of sale occurs online (the “Code(s)”). Such Coupons and/or Codes are redeemable at participating retail merchants selling Galderma products (each a “Retailer”). BY SUBMITTING ANY COUPON FOR REDEMPTION AND/OR PROCESSING ANY CODE, A RETAILER AND ITS COUPON CLEARINGHOUSE (EACH A “CLEARINGHOUSE”), IF ANY, AGREE TO BE BOUND BY THIS POLICY. SUBMISSION OF COUPONS OR CODES FOR REDEMPTION SIGNIFIES COMPLIANCE WITH THE TERMS AND CONDITIONS PRINTED ON SUCH COUPONS AND THE TERMS AND CONDITIONS SET FORTH BELOW, WHICH ARE INCORPORATED INTO ALL COUPONS AND/OR CODES BY REFERENCE. EACH SUBMISSION OF COUPONS TO GALDERMA’S PROCESSING AGENT CREATES A BINDING ENFORCEABLE AGREEMENT TO HONOR THE TERMS AND CONDITIONS OF THIS POLICY AND THE TERMS AND CONDITIONS OF THE COUPON. IT IS THE RETAILER’S RESPONSIBILITY TO ENSURE ITS EMPLOYEES AND AGENTS ARE AWARE OF AND IN COMPLIANCE WITH THIS POLICY

### **1. Coupons.**

- A. Coupons are only valid in the fifty states comprising the United States of America, the District of Columbia, U.S. territories and possessions, and U.S. military installations worldwide, including any A.P.O. and F.P.O. or as otherwise restricted on the coupon.
- B. Coupons are void where prohibited, taxed, or otherwise restricted.
- C. The cash redemption value of each Coupon is 1/20 of 1 cent.
- D. Coupons are non-assignable and are void if transferred, bought, sold, traded, exchanged for cash, other coupons, or certificates, or auctioned, from their original recipient to any other person, firm, or group or charitable organization prior to store redemption, or if photo-copied, reproduced, or altered in any way.
- E. Coupons are to be used toward the purchase of products for individual consumer use only and should not be accepted by any Retailer for product that will be resold.
- F. Coupons may be issued by Galderma in the form of a paper coupon (a “Print Coupon”) or through digital means, known as a digital or paperless coupon (a “Digital Coupon”). A Digital Coupon shall be issued only through a Galderma-authorized digital provider to a unique consumer id, which shall be tied to a particular Retailer.
- G. Galderma does not authorize Digital Coupons for display on mobile phones.

### **2. Codes.**

- A. A Code must be entered at checkout to receive discount.
- B. Codes are not valid in conjunction with any other Galderma Coupon or offer and are void where taxed, prohibited and restricted. No adjustments to prior purchases shall be made.
- C. Codes are not valid for cash.
- D. Codes are only valid on orders placed on the Web site authorized by Galderma as indicated in the terms thereof, with a shipping and billing address found in the continental U.S.
- E. Codes may not be published elsewhere without written permission from Galderma.

**3. Coupon Redemption at Retailer.**

- A. Coupons are redeemable only when presented by a consumer purchasing the brand(s), size(s), quantity(ies) and variety(ies) of product(s) indicated on the Coupon at the time of transaction with the face value of the Coupon deducted from the Retailer's then current selling price or, in the case of a free goods Coupon, the lesser of the Retailer's then current selling price and the maximum allowable amount specified on the Coupon.
- B. Multiple Galderma coupons (two or more, in any form including using a Print Coupon and/or Digital Coupon together) may not be applied against the purchase of a single item, and unless stated otherwise on the coupon, a maximum of two like Coupons may be redeemed for two items in a single transaction.
- C. No Coupon may be redeemed after the expiration date set forth on such Coupon.
- D. The consumer must pay any sales tax applicable to the product(s) being purchased.

**4. Processing Coupons for Payment and Denials Related Thereto.**

- A. Properly redeemed and identified Coupons must be submitted: (1) directly by the Retailer that redeemed the Coupons, or (2) through a Clearinghouse authorized and approved by Galderma's processing agent. Submission by unauthorized intermediary agents will not be accepted. Electronic clearing or any other exceptions to Galderma's standard process requires prior written agreement from Galderma. Galderma encourages Retailers participating in Digital Coupon promotions to use industry standard formats for reading, writing, and transmitting data and to implement industry standards for Digital Coupon promotions to promote efficiency and strong controls. All Coupon redemption information should be forwarded by the participating Retailer to its Clearinghouse prior to sending on to Galderma's processing agent.
- B. Galderma's processing agent may request completion of a questionnaire to facilitate the payment process. Providing false or misleading information in a questionnaire submitted to Galderma, its processing agent or a Clearinghouse may result in the termination of redemption privileges. Any Retailer who fails to complete and submit a questionnaire to the Galderma processing agent after two requests may be denied payment for any and all coupons submitted. Galderma reserves the right to forward Coupons to law enforcement agencies for review and investigation as Galderma may deem appropriate. Each shipment of Coupons will be considered as a whole and Galderma reserves the right to refuse payment for an entire shipment if any portion of the shipment is found to be improperly redeemed.
- C. For each properly redeemed Coupon, Galderma will reimburse the following items:
  - (i) Face value of Coupons or, in the case of a free goods Coupon, the lesser of the Retailer's then current selling price and the maximum allowable amount specified on the Coupon. If the Retailer does not write a price in the retail price box, a predetermined default value based on a representative market value determined by Galderma will be used. Reimbursement shall not exceed either the amount stated on the Coupon or the predetermined default value as described herein.
  - (ii) Plus eight cents (\$0.08) for handling each Coupon properly redeemed.
  - (iii) Plus reasonable, actual direct ground postage from Retailer to Galderma's processing agent or from Retailer's Clearinghouse to Galderma's processing agent. All other postage and handling costs/fees (including insurance) are the responsibility of the Retailer as part of the initial \$0.08 handling fee per Coupon.
- D. Except as set forth above, Galderma will not pay any other administrative, handling, transportation or other coupon processing fees that Retailer or its Clearinghouse may incur or request.

- E. Invoices for Print Coupons received by Galderma more than six (6) months after the expiration date on the Coupon will not be honored. Invoices for Digital Coupons must be presented to Galderma's processing agent within 30 days after the expiration of the Coupons.
- F. Galderma reserves the right, in its sole discretion, to withdraw and/or refuse payments for any Print Coupon or Digital Coupon offer and to modify or terminate any Code and/or consumer's participation at any time due to fraud or errors including but not limited to counterfeiting, unauthorized distribution, significant data errors or system security breaches.
- G. Galderma reserves the right to deny reimbursement, retain, mark, and declare void any Coupons and/or Codes presented for redemption that are:
- (i) In mint/mass/gang/ or similar cut or torn condition;
  - (ii) In sequential number patterns, or contain evidence of tape, or are in excessive or larger than normal quantities in single or multiple transactions that would indicate the Coupons were used to purchase products for resale and not for individual consumer use;
  - (iii) Altered or appear to be reproductions;
  - (iv) Submitted in a uniform mix (multiple submissions of a single Coupon or the same quantity of several different Coupons);
  - (v) Not supported by sufficient Retailer stock to cover the number and types of Coupons submitted for redemption;
  - (vi) Not supported by itemized invoices showing sufficient purchases of products of the Retailer within the normal redemption cycle to cover the Coupons presented for payment. Galderma may request supporting data, typically transaction log data, to verify actual consumer transactions for the period involved;
  - (vii) Submitted by a Retailer whose address or business operations cannot be verified;
  - (viii) Redeemed in a different area from their original distribution area (out of area Coupons);
  - (ix) Published elsewhere without written permission from Galderma;
  - (x) Accepted from the consumer after the stated expiration date;
  - (xi) Deemed to have any other indications of misredemption;
  - (xii) Not in accordance with this Policy.
- H. Galderma will deny reimbursement for Coupons/Codes which exhibit signs of misredemption, including, but not limited to: accuracy or quality issues in data files, excessive or unusual patterns or redemption, use of multiple Coupons for the purchase of a single item or use of more than two like Coupons for the purchase of more than two items in any single transaction, and excessive "make good" Coupons or point of sale overrides.
- I. Coupon reimbursement, post audit claims, penalties and deduction fees may not be deducted from Galderma invoices. If such deductions are made, the Retailer's credit with Galderma may be suspended or shipments may be suspended until the amount is repaid including any penalties and/or deduction fees.
- J. Properly redeemed Print Coupons should be sent to:
- Galderma Laboratories 1740  
NCH Marketing Services  
P.O. Box 880001  
El Paso, TX 88588-0001
- K. The Galderma processing agent's count of Coupons received will be final and shall govern the payment of Coupons under this Policy.

**5. Galderma Audit OF Retailer Records.** Galderma reserves the right to audit the Coupon sorting or billing service of any Retailer, Clearinghouse, or agent involved in the handling or submission of Coupons. Galderma reserves the right to deal directly with all Retailers on all matters pertaining to any Coupon submission.

**6. Retailer Payment Denial.** In the event a Retailer payment is denied, the Retailer may appeal within six (6) months of the date of submission. Appeals should be forwarded in writing to the corresponding address below. Lack of action within six months of any variance constitutes your agreement with the denial or adjustment, as applicable. Appeals received after six (6) months will not be considered. Appeals should be sent to:

Galderma Laboratories 1740  
NCH Marketing Services  
P.O. Box 880001  
El Paso, TX 88588-0001

**7. Limitation of Liability.** Galderma's sole obligation hereunder is limited to reimbursing Retailer the amount described in Section 4(C) for all Coupons redeemed by Retailer if valid and redeemed in accordance with the terms hereof. In no event shall Galderma's liability hereunder exceed the amount described in Section 4(C) for all valid Coupons submitted by Retailer in accordance with the terms hereof.

**8. Miscellaneous.**

- A. Any use of Coupons by a Retailer not consistent with these terms shall be regarded as a material breach and may constitute fraud, and Galderma, at its sole option, may void all Coupons such Retailer submits for redemption. Submission of Coupons not legitimately redeemed could result in prosecution under U.S. mail and/or computer fraud statutes.
- B. This Policy will be governed and construed in accordance with the federal laws of the United States and the state laws of the State of Texas. Any action or proceeding brought by any party hereto which is related to this Policy or any Coupon(s) shall be brought in a federal or state court having proper subject matter jurisdiction and governing Tarrant County, Texas.
- C. Any legal action hereunder must be brought within one (1) year of the particular submission date giving rise to the cause of action.
- D. Galderma's failure to enforce any terms or conditions of this Policy shall not constitute a waiver of them by Galderma. No custom or practice of the parties at variance with the terms of this Policy will constitute a waiver of such party's right to demand exact compliance with the terms hereof.
- E. This Policy may only be altered or modified by Galderma; moreover, Galderma reserves the right, in its sole discretion, and without prior notice to any party, to modify, revise or eliminate any of the provisions of this Policy.
- F. Should any provision(s) of this Policy be declared invalid for any reason, such decision shall not affect the validity of any other provisions, which other provisions shall remain in force and effect as if this Policy had been agreed to with the invalid provision(s) eliminated.

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