



## COUPON REDEMPTION POLICY TERMS AND CONDITIONS

This Coupon Redemption Policy Agreement explains the terms and conditions under which L'Oréal USA, Inc., its brands and subsidiaries (collectively, "L'Oréal USA") will reimburse customers for coupons (paper and paperless).

Your submission of coupons for reimbursement signifies your acceptance of and compliance with the terms and conditions set forth herein, which are incorporated into all L'Oréal USA coupons by reference. 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.

### **A. Redemption at the Store**

1. Coupons are redeemable only by a consumer purchasing the product(s) indicated, including, but not limited to the brand, quantity and size indicated on the coupon. The face value of the coupon is deducted from the retail selling price. No cash back or credit if coupon exceeds selling price. Only one coupon shall be honored for each item purchased. Multiple L'Oréal USA coupons, including using a paper and digital coupon together, may not be applied against the purchase of the same item. No more than one (1) identical coupons can be used for the same product per household per day.
2. Coupons may not be reproduced, photocopied, mutilated, trimmed or altered in any way by the retailer or any party, including but not limited to counterfeiting, tears, gang cuts, and mint condition, other evidence of taping or sequential numbering patterns.
3. Coupons are non-assignable and are void if transferred from their original recipient to any other person, firm or group. L'Oréal USA does not permit the unauthorized distribution, collection, sale, including on-line sales 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 L'Oréal USA 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 A1 above.
4. Coupons are only redeemable by consumers at retail locations located in the United States, its territories and at U.S. Military bases. L'Oréal USA will not honor coupons marked as void or not valid in Puerto Rico that have been redeemed at locations in Puerto Rico. L'Oréal USA will not honor coupons submitted by retailers for products purchased from sources outside of L'Oréal USA's normal channel of distribution. Coupons redeemed on salvage, damaged, close-out or diverted product will not be honored.
5. L'Oréal USA will only accept properly redeemed and identified digital coupons (paperless coupons) in industry approved electronic format in accordance with these redemption terms and conditions. Redemptions will be managed through our centralized redemption process with NCH Marketing Services. Direct submissions from individual retailers will not be accepted.

6. The terms and conditions of a coupon offer are clearly indicated on the face of the coupon and set forth the offer and the intent of the manufacturer. Any technical issues, conflicts, limitations, or scanning problems in the bar code do not alter the intent of the coupon.
7. Coupons are void if taxed, restricted, or prohibited by law.
8. Coupons must be presented at time of purchase. Coupons presented after the purchase transaction has been completed should not be honored.
9. The consumer must pay any applicable sales tax.
10. Coupons must not be accepted from a consumer after the stated expiration date of the coupon offer. Invoices for paper coupons received by L'Oréal USA more than six months (180 days) after the expiration date on the face of the coupon will not be honored. Invoices for digital coupons must be presented to L'Oréal USA within 30 days after expiration of the coupons.
11. L'Oréal USA 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.

**B. Processing Coupons for Payment**

1. L'Oréal USA will accept properly redeemed and identified coupons directly from the retailer, through a retailer clearinghouse, or through a retailer-billing agent. Coupons from unauthorized intermediary agents will not be accepted.
2. All applicable IRS reporting requirements, including obtaining an appropriate taxpayer identification number must be complied with.
3. To redeem coupons for L'Oréal USA, send properly redeemed coupons to:

<p><b>L'Oréal USA #509</b>  <b>NCH Marketing PO Box 880001</b>  <b>El Paso, TX 88588-0001</b>  <b>*Preferred</b></p>
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- OR -

<p><b>NCH</b>  <b>28-E Concord</b>  <b>El Paso, TX 79906</b></p>
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**C. Policy for Payment and Denials**

1. L'Oréal USA will reimburse you for the face value of each coupon (or if coupon calls for free merchandise, for your documented selling price at the time coupon is redeemed by consumer up to any maximum value printed on the face of the coupon), plus up to \$0.08 (8 cents) (the "Handling Fee") handling allowance for each properly redeemed coupon.
2. Retailers who sort and submit paper coupons directly will be reimbursed at a rate of up to \$0.035 (3.5 cents) (the "Postage Fee") per coupon for shipping/ postage. No postage is reimbursable for paperless coupons.

3. The Handling Fee and, if applicable, the Postage Fee constitute full and complete compensation (including postage, shipping and transportation) to you and your agents for the customary and reasonable expenses incurred in processing the coupons from point of sale to redemption at L'Oréal USA's clearinghouse. All other expenses, such as clearinghouse fees and handling charges or costs negotiated between you and your clearinghouse are not the responsibility of L'Oréal USA and cannot be passed through to L'Oréal USA. Retailers will ONLY be reimbursed for postage set forth in Section C.2. above. Retailers will NOT be reimbursed for any additional fees, including without limitation any administrative, consolidation fees, or other up charges that retailer or its agent may assess on or in lieu of such pass-through/out-of-pocket expenses.
4. Coupons not issued or authorized by L'Oréal USA (e.g., counterfeit or fake coupons) will not be paid and will not be returned to the submitter. Non-L'Oréal USA coupons (e.g., coupons issued by other manufacturers) submitted to L'Oréal USA will be returned to the submitter.
5. No deductions can be made from L'Oréal USA product invoices by the retailer or wholesaler for amounts related to coupon redemption. If such unauthorized deductions are made, the retailer's or wholesaler's credit with L'Oréal USA may be suspended, and/or shipments may be suspended, and/or retailer or wholesaler's promotional funding may be reduced to offset any and all unauthorized coupon related deduction balances until the amount is repaid. Coupon reimbursements or coupon adjustments may not be deducted from invoices or purchase orders.
6. L'Oréal USA reserves the right to request evidence of proof-of-purchase to show that sufficient stock was purchased to justify the number of coupons submitted. Handwritten invoices or invoices from salvaged merchandise suppliers or diverters will not be honored as legitimate proof-of-purchase. Product purchases must support the amount of coupons submitted and if the amount of coupons submitted exceeds the normal industry redemption figures, L'Oréal USA may request supporting data (typically, transaction log data) to verify actual consumer transactions for the period involved. L'Oréal USA may also require independent verification of transaction data, if available. L'Oréal USA may deny reimbursement for coupons that are misredeemed (including, but not limited to, coupons that have been used to purchase products for resale). L'Oréal USA reserves the right to audit the coupon sorting and billing service of any retailer or any agent involved in the handling process and retailer agrees to cooperate with such audit, including without limitation, providing access to any relevant information in the possession of such retailer or agent. All books and records relating to the foregoing shall be retained by you and/or your clearinghouse or agent for a period of two (2) years following the expiration of the coupons.
7. L'Oréal USA will deny reimbursement for any coupons which exhibit signs of misredemption. Examples include, but are not limited to: gang cuts, similar cuts or tears, evidence of tape, mint condition, sequential number patterns, excessive or larger than normal quantities of coupons in single or multiple transactions, accuracy or quality issues in data files, excessive or unusual patterns of redemption, or point of sale overrides. L'Oréal USA or its agent will notify retailer of any possible misredemption. Retailers who do not respond to repeated notification and/or do not demonstrate willingness to eliminate problem areas may, at L'Oréal USA's sole discretion, be suspended from receiving reimbursement for L'Oréal USA coupons.
8. It is the retailer's responsibility to ensure that their employees, agents and contractors comply with this Coupon Redemption Policy.
9. Any lawsuit involving coupon processing disputes shall be brought within 12 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 New York. Each party shall be responsible for its own attorney's fees and costs.

10. Any payment dispute shall be brought within six months of the original date of coupon payment. Claims after six months will not be considered.
11. Each shipment of coupons shall be considered as a whole and L'Oréal USA reserves the right to refuse payment for an entire shipment if any portion of the shipment is found to be improperly redeemed. Each coupon submission should include an invoice detailing the store name and address, date, invoice number, coupon quantity and value. Coupons submitted for reimbursement become the property of L'Oréal USA.
12. L'Oréal USA reserves the right to withdraw and/or refuse payments for current coupon offers (paper or digital) due to fraud or errors including but not limited to counterfeiting, unauthorized distribution, significant data errors or system security breaches.
13. Failure to observe these terms and conditions for proper redemption may, at the options of L'Oréal USA will void all coupons, submitted or reimbursement and all coupons may be retained as property of L'Oréal USA without payment. L'Oréal USA reserves the right to forward coupons, which L'Oréal USA judges to be misredeemed, to law enforcement agencies for their review and investigative purposes.
14. Any use not consistent with these terms shall be treated as a material breach of this Agreement. Acceptance or redemption of any coupon shall not constitute a waiver of L'Oréal USA's right to seek enforcement of any portion of this agreement. L'Oréal reserves all of its rights and remedies in connection with any dispute over coupons submitted for redemption or these terms and conditions, up to and including cessation of business relationship.

**D. Miscellaneous**

1. The cash redemption value of each coupon is 1/100 of one cent.
2. It is FRAUD to present coupons for redemption other than as provided by this Redemption Policy.
3. FAILURE TO ENFORCE ANY TERMS OR CONDITIONS HEREOF SHALL NOT BE DEEMED A WAIVER OF THEM.
4. You shall indemnify, defend and hold harmless L'Oréal USA, Inc., its affiliates, subsidiaries and each of its respective officers, agents, employees, successors and assigns, from and against any and all claims, demands, regulatory proceedings, and/or causes of action, and all damages, liabilities, costs (including settlement costs and additional contract or cancellation costs) and expenses associated therewith (including, but not limited to, reasonable attorneys' fees), to the extent that they arise from any breach by you of any of the terms, conditions, representations or warranties set forth in this agreement.
5. This Agreement will be applicable for all products manufactured or sold by L'Oréal USA, its brands and subsidiaries.
6. Disclosure of redemption data to a third party by a retailer or intermediary agents is prohibited.

These Coupon Redemption Policy Terms and Conditions are effective as of the date indicated below and supersede all prior L'Oréal USA policies with respect to the redemption of coupons. L'Oréal USA reserves the right, in its sole discretion, and without prior notice to any party, to modify, revise or eliminate any of the provisions hereof.

Dated: October 1, 2019