

## MillerCoors Coupon Reimbursement Policy

Effective: May 25, 2018

*This MillerCoors Coupon Redemption Policy (“Policy”) provides the terms and conditions for the reimbursement of MillerCoors coupons by retailer. Any request for reimbursement of MillerCoors coupons for payment signifies your acceptance and compliance with this Policy. No other document will modify or change any terms and conditions set forth in this Policy.*

The following terms and conditions apply to all coupon redemption activities:

### Redemption at the Store

- 1) A coupon is redeemable only at a licensed retailer’s place of business by a consumer of legal drinking age, purchasing the MillerCoors brand/package(s) (“Product”) specified on the face of the coupon (and any cross-merchandise product, as applicable), during the specified redemption period. The retailer will deduct the face value of the coupon from the retail selling price of the Product.
- 2) There is a limit of one coupon per purchase of any single Product, as specified on the face of the coupon. Multiple coupons (two or more, in any form including using a paper and a digital coupon together) may not be applied against the purchase of the same Product.
- 3) Paper coupons are void and will not be reimbursed by MillerCoors if reproduced, photocopied, mutilated, trimmed or altered in any way by the retailer. This prohibition expressly includes, without limitation, coupons transferred from their original receipt to any other person, entity, firm or group prior to store redemption through a coupon club or other coupon exchange programs or any other means. MillerCoors reserves the right to confiscate and forward any coupons classified as non-reimbursable to enforcement agencies for review.
- 4) Digital coupons are void and will not be reimbursed if they exhibit signs of misuse, including, but not limited to: accuracy or quality issues in data files; excessive or unusual patterns of redemption; use of multiple coupons (digital and paper) for a single Product purchase; and excessive “make good” coupons or point of sale overrides. See below for additional guidance on digital coupons.
- 5) All MillerCoors coupons can only be redeemed by consumers at retail locations located in states in the United States and on U.S. Military bases where the coupons are valid. Please review the coupon terms to determine if any offer is valid in a particular state.
- 6) The consumer is required to pay any applicable sales tax on the Product purchase.
- 7) All MillerCoors coupons are void if taxed, restricted, or prohibited by law.

### Payment Processing

- 8) The retailer must not accept coupons from the consumer after the expiration date printed on the coupon. The retailer shall have **90 days** after the printed expiration on the coupon to submit any coupons to MillerCoors or the appropriate fulfillment agency. All reimbursement requests must be postmarked on or before the 90 day mark. For items not postmarked on or before the 90 day mark, MillerCoors may choose not to reimburse the retailer for coupons, to be determined in MillerCoors sole discretion based on extenuating circumstances.
- 9) MillerCoors will only accept properly redeemed and identified coupons: (a) directly from the retailer; or (b) through an authorized (i) retailer clearinghouse, (ii) retailer billing agent, or (iii) wholesaler billing agent. NCH is MillerCoors preferred fulfillment house for coupon reimbursement processing.
- 10) Retailers will be reimbursed for the following items:
  - a. The face value of the coupon. If the coupon calls for free merchandise from the retailer's establishment, the amount reimbursed to the retailer will be the retailer's retail selling price of the item (up to the stated maximum value printed on the coupon); and
  - b. Reasonable out-of-pocket costs incurred for handling and physical transportation of the coupons to MillerCoors or its designated agent. The costs will be reimbursed as follows:
    - i. MillerCoors may establish different handling fees for different types of coupons; and
    - ii. For paper coupons, retailer acknowledges MillerCoors will reimburse for the most cost efficient ground transportation for the last leg of the shipment from the U.S. point of origin to MillerCoors. For all coupons, any clearinghouse fees and other costs are negotiated between the retailer and the clearinghouse and are covered by the handling fee.
  - c. MillerCoors will not pay for any administrative or consolidated fees and, except as described below, MillerCoors will not pay any other charges that retailers or their agent (if one is used) may assess on or in lieu of such pass-through/out-of-pocket expenses.
- 11) Coupon reimbursement and coupon adjustments CANNOT be deducted from payment of any Product invoices or purchase orders. Reimbursement for the redemption of MillerCoors coupons will only be made by MillerCoors' authorized agent to clearinghouses recognized by MillerCoors as authorized agents of retailers of MillerCoors Products.
- 12) MillerCoors reserves the right to audit the coupon sorting and billing service of any retailer or any agent involved in the handling process.
- 13) Each shipment of coupons will be considered as a whole and MillerCoors reserves the right to

refuse payment for an entire shipment if any portion of the shipment is found to be improperly redeemed. Coupons submitted for reimbursement become the property of MillerCoors.

- 14) The submitting retailer is responsible for complying with all applicable IRS reporting requirements. The retailer must include its federal taxpayer identification number when submitting coupons for reimbursement.
- 15) To be reimbursed for valid coupons issued by MillerCoors, retailers must send hard copies of the used coupons to:

MillerCoors LLC #2143  
NCH Marketing  
P.O. Box 880001  
El Paso, TX 88588-001

- 16) Failure to observe these terms and conditions for proper redemption may, at the sole option of MillerCoors, void all coupons submitted for reimbursement and all coupons may be retained as property of MillerCoors without payment. MillerCoors reserves the right to forward coupons, which MillerCoors judges to be redeemed improperly, to law enforcement agencies for their review and investigative purposes.
- 17) Questions regarding payment processing should be directed to NCH Fulfillment at the number identified at the end of this Policy.

#### Digital Coupons

- 18) Retailers and/or intermediary agents may qualify for participation in MillerCoors digital coupon promotions with written agreement by MillerCoors. Requirements include, but are not limited to: (a) consistently high quality coupon submissions; (b) ability to meet industry standard data transmittal requirements; (c) ability to provide point of sale data; and (d) acceptance of digital coupon requirements and terms.
- 19) MillerCoors 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.

#### Payment Denials

- 20) It is FRAUD to present coupons for reimbursement other than as provided by this Policy and could result in prosecution under applicable laws, including but not limited to the U.S. Mail Fraud Statutes.
- 21) If MillerCoors suspects any fraudulent use of coupons by a retailer, including but not limited to higher than normal industry reimbursement requests, MillerCoors reserves the right to request evidence of proof of purchase to show that sufficient Product inventory was purchased to cover coupons submitted for reimbursement, or alternately place the retailer on a no-pay status. If this occurs, MillerCoors or its agency will notify the retailer of the status in writing and providing a mechanism for dispute resolution. If MillerCoors elects to place a retailer on a proof of purchase plan, the retailer

must demonstrate to MillerCoors that retailer has purchased sufficient Product inventory (as well as any cross merchandised product, if applicable) to support the amount of coupons submitted. Further the amount of coupons submitted should not exceed the normal industry redemption figures to be determined by MillerCoors in its reasonable discretion.

- 22) If false or misleading verification information is provided on a questionnaire to MillerCoors, or a certified clearinghouse, redemption privileges with MillerCoors may be permanently terminated.

#### Miscellaneous Terms

- 23) It is the responsibility of each retailer to make sure all personnel in its organization and its agents comply with this Policy.
- 24) Any use not consistent with these terms and conditions will be treated as a material breach of this Policy. Acceptance or redemption of any coupon will not constitute a waiver of MillerCoors' right to seek enforcement of any portion of this Policy.
- 25) Any lawsuit involving coupon processing or payment disputes must be brought within 12 months of the original date of coupon reimbursement payment or initial denial of any reimbursement request, or such claims will be deemed extinguished. Any such lawsuit must be filed and conducted in a state or federal court located in the state of Illinois. Each party will be responsible for its own attorneys' fees and costs.
- 26) MillerCoors reserves the right to change or terminate this Policy at any time upon notice.

*For questions concerning this Policy or claims for payment, please call the NCH Response Line to speak with a NCH specialist.*

*1-800-833-7096*