



The Nutro Company
A Division of Mars, Inc.

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Coupon Redemption Policy
Updated April 2013

This Coupon Redemption Policy (“Policy”) and the legal copy on The Nutro Company (“Nutro”) coupons (“Coupons”) state the only terms and conditions under which Nutro will reimburse its customers for Coupon submissions for Nutro products. Unless stated otherwise herein, this Policy applies equally to paper Coupons presented for redemption (including “print-at-home” coupons) (“Paper Coupons”) and to digital Coupons presented for redemption (including coupons which are downloaded to an individual consumer’s frequent shopper card or mobile phone) (“Digital Coupons”).

The retailer (“Retailer,” “You” or “Your”) agrees that Your acceptance and **redemption of Coupons (either directly or through those permitted pursuant to paragraph 9 below) constitutes Your acceptance of and binding agreement with all the terms and conditions in this Policy.** It is Your responsibility to ensure that Your employees, managers and agents are aware of and in compliance with this Policy.

1. Coupons must be redeemed only by an individual consumer, prior to their expiration date, at the time of purchasing the product(s) indicated on the Coupons (including, but not limited to, the brand, quantity and size) with the face value of the Coupon deducted from the retail price of the product. 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 item.
2. Coupons may not be reproduced, trimmed, altered in any way or otherwise judged by Nutro to be fraudulently redeemed.
3. Coupons are nonassignable and are void if transferred from their original recipient to any other party. Nutro does not permit the unauthorized distribution, collection, sale and assignment of its Coupons for any reason. Therefore, Coupons are not to be used in swap boxes, taped to product or placed near Nutro products, gathered and distributed by any person or group for charitable fund-raising purposes, or otherwise used in any way except as described in item 1 above.

4. Coupons are void if taxed, restricted or prohibited by law.
5. The consumer must pay the applicable sales tax.
6. Coupons are redeemable by qualifying consumers only in the U.S.A., its territories and on U.S. Military bases.
7. Coupons must be subject to the same controls as Retailer maintains for its receipt of cash. Store employees, managers and agents must be advised of these controls accordingly.
8. Nutro 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 promotions to promote efficiency and strong controls.
9. Clearinghouses and coupon processing centers (“Retailer Agents”) may submit Coupons for redemption on behalf of Retailers, provided they possess written authorization from Nutro’s redemption agent to do so.
10. Payment to the Retailer Agent on behalf of Retailer constitutes full and final payment for the Coupon submission by Retailer and relieves Nutro of any and all liability that may arise from non-performance on the part of the Retailer Agent to Retailer, and further, Retailer waives any right to pursue Nutro for any claims or obligations (including further payment or deductions) that are due to the acts or omissions of its Retailer Agent.
11. All applicable IRS reporting requirements, including provision of an appropriate taxpayer identification number, must be complied with.
12. Advertising and promotions developed and/or disseminated by the third parties and containing Coupons for Nutro products must be approved by Nutro in writing or will be treated as void. The In-Ad Coupons will be distributed, printed and circulated only as authorized by Nutro in writing. You agree to indemnify and hold Nutro harmless from all costs and damages relating to any In-Ad Coupons.
13. You will be reimbursed for the following items only:
 - I. 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)
 - II. A handling fee of \$0.08 cents per each Coupon properly redeemed. For Retailers that are using a Retailer Agent, You will be reimbursed at a rate equal to \$6.00 per thousand of Coupons properly redeemed (\$6.00/M). The customer handling fee constitutes full and complete compensation to You and Your agents for the customary and reasonable expenses incurred. Other expenses, such as Retailer Agent charges and handling fees, are costs negotiated between You and Your Retailer Agent and are not Nutro’s responsibility.

14. Coupon reimbursements and Coupon adjustments cannot be deducted from product invoices or purchase orders. Invoice deductions and deduction fees are not in compliance with this Policy. Any attempt to take such deduction may, at Nutro's sole option, void all Coupons submitted for reimbursement during any such instance and thereafter.
15. On request, at Your expense, You must provide Nutro with proof-of-purchase of sufficient stock within the submission period to justify the number of Coupons presented for payment. In addition, on request, at Your expense, You must provide Nutro with point-of-sale records and/or product movement reports indicating that Coupons were redeemed in conjunction with the purchase of Nutro product(s). Nutro reserves the right to audit the Coupon sorting and billing service of any Retailer or any agent involved in the handling process. Any failure to comply may, at Nutro's sole option, void all Coupons submitted.
16. The cash redemption value of each Coupon is 1/100 of one cent.
17. Nutro reserves the right to deny reimbursement, retain and declare void any Coupons presented for redemption when there is evidence of error or fraud, including, but not limited to, any of the following conditions: Paper Coupons exhibit signs of misredemption, including, but not limited to: gang cuts, similar cuts or tears, evidence of tape, mint condition, uniform mix, sequential number patterns or excessive or larger than normal quantities of Coupons in single or multiple transactions that would indicate the Coupons were used to purchase products for resale and not for individual or consumer use; Digital Coupons exhibit signs of misredemption, 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 purchase and excessive "make good" Coupons or point of sale overrides; Retailer has insufficient stock to cover the number and types of Coupons submitted; Inability to verify Retailer's address or business operations; or Redemptions are otherwise not in accordance with this Policy.
18. Each shipment of Coupons will be considered as a whole and Nutro reserves the right to refuse payment for an entire shipment if any portion of the shipment is found to be improperly redeemed.
19. Retailers must submit Coupons for reimbursement within three (3) months of the expiration date of the Coupon. Failure to do so shall render the Coupons void.
20. Nutro disclaims all warranties, express or implied, with respect to any UPC symbol used on its Coupons.
21. Nutro's (or its agent's) actual count of Coupons received will be final and shall govern the payment of Coupons under this Policy.
22. In the event Retailer reimbursement is denied, You must appeal Nutro's decision within six (6) months of the date of notification of non-payment by Nutro or its agent in order to be eligible for reconsideration by Nutro. Such appeals are to be made directly to Nutro

and to its agent in writing, submitted via certified mail, at the respective addresses listed in Paragraph 27 below. All decisions made by Nutro and/or its agent on appeal are final and binding on the parties. Similarly, any lawsuits involving Coupon payment disputes must be officially commenced in an appropriate forum within six (6) months of the original date of notification by Nutro or its agent of such dispute to the Retailer or Retailer Agent, or such claims shall be extinguished. Any such lawsuit shall be governed by the laws of Tennessee and shall be venued in a state or federal court located in Tennessee. Each party is responsible for its own attorney's fees and costs. Nutro reserves the right to forward Coupons, which Nutro judges to be misredeemed, to law enforcement agencies for their review and investigative purposes.

23. NUTRO'S APPROVED REDEMPTION CENTER MAY VOID ANY AND ALL COUPONS SUBMITTED FOR REDEMPTION WHICH ARE NOT CONSISTENT WITH THESE TERMS. SUCH USE MAY CONSTITUTE VIOLATION OF U.S. MAIL FRAUD STATUTES AND COULD RESULT IN CRIMINAL PROSECUTION. CONFISCATION RIGHTS ARE RESERVED. IF NUTRO OR ITS APPROVED REDEMPTION CENTER: (i) DETERMINES IN GOOD FAITH THAT A RETAILER HAS REPEATEDLY FAILED OR REFUSED TO COMPLY WITH OR OTHERWISE DISREGARDED THIS POLICY, OR HAS FALSIFIED INFORMATION SUPPLIED TO NUTRO OR ITS APPROVED REDEMPTION CENTER; OR (ii) RECEIVES INFORMATION FROM STATE OR FEDERAL GOVERNMENT AUTHORITIES THAT SUFFICIENT EVIDENCE EXISTS TO BRING CRIMINAL CHARGES AGAINST A RETAILER FOR CONDUCT RELATING TO COUPON REDEMPTION PRACTICES, THEN SUCH RETAILER'S REDEMPTION RIGHTS MAY BE PERMANENTLY TERMINATED, EFFECTIVE UPON NOTICE TO THE RETAILER.
24. Failure to comply with these terms and conditions constitutes fraud and, in addition to other legal remedies at the sole option of Nutro, may void all Coupons submitted for reimbursement and Coupons may be retained as property of Nutro without payment. Nutro's failure to enforce any of these terms or conditions shall not be deemed a waiver of any of them.
25. This Policy is effective as of the date indicated below and supersedes all prior Nutro policies with respect to the redemption of Coupons. Nutro 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. It is Your responsibility to obtain updated copies of this Policy.
26. Properly redeemed Coupons should be sent to:

The Nutro Company
(if by U.S. Mail)
P.O. Box 880169
El Paso, TX 88588-0169

(if by other methods)
NCH/ The Nutro Company

26-A Walter Jones
El Paso, TX 79906

27. All appeals should be sent, via certified mail, to:

NCH Marketing Services, Inc./The Nutro Company
155 Pfingsten Road, Suite 200
Deerfield, IL 60015

AND

The Nutro Company
Attention: Controller
1550 West McEwen, Suite 500
Franklin, TN 37067

28. All correspondence and questions concerning this Policy should be sent to:

NCH Marketing Services, Inc./The Nutro Company
155 Pfingsten Road, Suite 200
Deerfield, IL 60015
Response Line: 1-800-833-7096

Effective: April 2013