

**OIL-DRI CORPORATION OF AMERICA**  
**COUPON REDEMPTION POLICY STATEMENT**

This policy statement explains the terms and conditions under which *Oil-Dri Corporation of America* will reimburse retailers for coupon submissions. Proper store redemption of our coupons authorizes you to submit coupons for reimbursement by *Oil-Dri Corporation*.

*Your redemption of coupons signifies compliance with **Oil-Dri Corporation** requirements, as outlined below and as amended from time to time.*

**Redemption at the Store**

1. Coupons are redeemable only by a consumer purchasing the specific brand(s), product(s) and size(s) stated on the coupon, with the face value of the coupon deducted from your retail price. Only one coupon shall be honored for each item.
2. Coupons may not be reproduced, photocopied, trimmed or altered in any way by the retailer.
3. Coupons are non-assignable and are void if transferred from their original recipient to any other person, entity or group. *Oil-Dri Corporation* does not permit the unauthorized distribution, collection, sale, 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 *Oil-Dri Corporation* 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 1 above.
4. Coupons are void if taxed, restricted, or prohibited by law.
5. The consumer must pay any sales tax applicable to the purchase of any coupon items.
6. Coupons will be redeemed only at retail locations located in the United States, its territories and at U.S. Military bases.

**Processing Coupons for Payment**

1. *Oil Dri Corporation* will accept properly redeemed and identified coupons directly from the retailer, through an authorized retailer clearinghouse, retailer-billing agent, or through a wholesaler-billing agent. Coupons from unauthorized intermediary agents will not be accepted.
2. All applicable IRS reporting requirements, including obtaining an appropriate taxpayer identification numbers, must be complied with by the presenting source.
3. To redeem coupons for Oil-Dri Corporation send properly redeemed coupons to:  

<i>Oil-Dri Corporation</i>	<b>OR</b>	<i>NCH/Oil-Dri Corporation</i>
P. O. Box 880232		26-A Walter Jones
El Paso, TX 88588-0232		El Paso, TX 79906

## **Policy for Payment and Denials**

1. An authorized presenting source will be reimbursed for the following three items:

A) Face value of coupons, or if the coupon calls for free merchandise, for the retail-selling price (up to the stated maximum value printed on the coupon).

B) 8¢ for handling each coupon properly redeemed, which covers the following costs:

- Front-End Handling by the retailer
- Store to Headquarters Accounting
- Store Occupancy
- Sundry Loss
- Cost of Funds
- Coupon Processing
- Any special handling, invoice preparation or other fees.

C) Reasonable out-of-pocket costs incurred for the physical transportation of the coupons to us or to our authorized agent. **We will not pay for any administrative or consolidation fees and, except as described in (ii) below, we will not pay any other upcharges that you or your agent (if you use one) may assess on or in lieu of such pass-through/out-of-pocket expenses.** The transportation costs will be reimbursed as follows:

- i) For retailers who sort the coupons they have redeemed and submit them directly without the use of any third party agent, you will be reimbursed for incurred reasonable postage (i.e. first class mail insured) or other shipping charges, as indicated on the package received.
- ii) For those retailers that are using a clearinghouse or billing agent, we will reimburse you at a rate equal to \$5.00 per thousand on coupons redeemed.

2. 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 Agreement.

3. *Oil-Dri Corporation* reserves the right to request evidence of proof of purchase to show that sufficient stock was purchased to justify the number of coupons submitted and reserves the right to audit the coupon sorting and billing service of any retailer or any agent involved in the handling process.

4. Any lawsuit involving coupon processing or payment disputes shall be brought within eighteen (18) 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 Cook County, IL. Each party shall be responsible for its own attorneys' fees and costs.

5. If false or misleading verification information is provided on a questionnaire to *Oil-Dri Corporation*, or a certified clearinghouse, redemption privileges with *Oil-Dri Corporation* may be permanently terminated.

6. Each shipment of coupons will be considered as a whole and *Oil-Dri Corporation* reserves the right to refuse payment for an entire shipment if any portion of the shipment is found to be improperly redeemed.

7. *Oil-Dri Corporation* reserves the right to forward coupons which *Oil-Dri Corporation* judges to be misredeemed to law enforcement agencies for their review and investigative purposes.

## **Other Information**

1. The cash redemption value of each coupon is 1/20 of one cent.

2. It is FRAUD to present coupons for redemption other than as provided by this Agreement.
3. YOU AGREE THAT FAILURE TO OBSERVE THESE TERMS AND CONDITIONS FOR PROPER REDEMPTION MAY, AT THE SOLE OPTION OF *OIL-DRI CORPORATION*, VOID ALL COUPONS SUBMITTED FOR REIMBURSEMENT AND ALL COUPONS MAY BE RETAINED AS PROPERTY OF *OIL-DRI CORPORATION*, 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. OIL-DRI CORPORATION RESERVES THE RIGHT TO AMEND THIS AGREEMENT FROM TIME TO TIME BY POSTING AMENDED VERSIONS OF THIS AGREEMENT ON AN INDUSTRY-RECOGNIZED WEBSITE (AND WITHOUT ANY OTHER NOTICE. )

***OIL-DRI CORPORATION OF AMERICA***

8/1/03