



PRESTIGE BRANDS HOLDINGS, INC. COUPON REDEMPTION POLICY

As used in this policy, **Prestige Brands Holdings, Inc. (Prestige)**, which includes the following operating subsidiaries, **Medtech Products Inc.**, and **The Spic and Span Company** ("Prestige", "we", "us", "our"), refers to the vendor whose products are the subject of coupon submissions. The words "you" or "your" refers to all retailers and distributors of our products and their agents.

This policy is set forth to explain the terms and conditions under which Prestige will reimburse customers for coupon submissions. This policy applies to all retailers and distributors of Prestige's products and their agents and incorporates by reference herein Prestige's Selling Policy and Terms and Conditions of Sale, copies of which are available upon request. Only proper store redemption of our coupons, as stated on the face of the coupon, authorizes you to submit said coupons for reimbursement.

Your redemption of our coupons indicates your acceptance and agreement to comply with this Coupon Redemption Policy.

Notwithstanding any course of dealings between us, no purchase order, invoice, retailer/distributor policy, supplier agreement or similar document will be construed to modify any of the terms of this policy.

ALL REQUESTS FOR PAYMENT OF COUPONS AND FEES MUST BE PRESENTED TO OUR CLEARINGHOUSE FOR PROCESSING. COUPON REDEMPTION AND FEES MAY NOT BE DEDUCTED FROM PAYMENTS FOR INVOICES DUE US. DEDUCTIONS OF THIS NATURE WILL BE DEEMED UNAUTHORIZED AND INVALID BY PRESTIGE AND WILL BE TREATED AS PROVIDED IN OUR TERMS AND CONDITIONS OF SALE.

Redemption at the Store

- 1) Coupons are redeemable only by a consumer purchasing the product(s) indicated (including, but not limited to the brand, flavor, quantity, and size), prior to the expiration date of the coupon, with the face value of the coupon deducted from your selling price.
- 2) Coupons must be original and may not be reproduced or altered in any way.
- 3) Coupons are non-assignable and are void if transferred from their original recipient to any other person, firm or group. Prestige does not permit, and expressly prohibits the unauthorized distribution, collection, sale, or assignment of its coupons for any reason. Therefore, coupons are not to be used in swap boxes or coupon clubs, taped to product or placed on hooks near Prestige products, gathered and distributed by any person or group, or otherwise used in any way except as described in Paragraph 1 above.



- 4) Coupons are void if taxed (other than sales tax), restricted, or prohibited by law.
- 5) The consumer must pay any applicable sales tax.
- 6) There is a limit of one coupon per purchase of the product(s) and size(s) indicated.
- 7) Coupons are only redeemable by authorized dealers located in the United States, its territories, and at U.S. military bases.
- 8) Digital coupons (coupons defined as paperless) will be issued and reimbursed in accordance with the existing coupon policy of Prestige. Direct submissions of digital coupons from individual retailers, due to scale/efficiency limitations and unique technological requirements, will not be accepted. Prestige reserves the right to reject or refuse reimbursement of coupons which exhibit signs of misredemption.

Processing Coupons for Payment

- 1) Prestige will only accept coupons redeemed in accordance with this Policy, directly from the retailer, through an authorized retailer clearinghouse or billing agent. Coupons from unauthorized intermediary agents will not be accepted. Only coupons received within six months of coupon expiration date will be honored.
- 2) All applicable Internal Revenue Service reporting requirements, including obtaining an appropriate taxpayer identification number, must be complied with.
- 3) To redeem coupons for **Medtech Products Inc.** and/or **The Spic and Span Company**, send properly redeemed coupons to:

Medtech Products Inc., # 1377
NCH Marketing Services
P.O. Box 880001
El Paso, TX 88588-0001

or

The Spic and Span Company, # 1377
NCH Marketing Services
P.O. Box 880001
El Paso, TX 88588-0001

Policy for Payment and Denials

- 1) You will be reimbursed only for the following three items:
 - A. Face value of coupons or, if the coupon calls for free merchandise, for your retail selling price (up to the coupon's stated maximum value). Coupon Doubling is specifically not authorized.



- B. 8¢ for handling each coupon properly redeemed (this covers all costs, including any special handling, invoice preparation, or other fees).
- C. Reasonable out-of-pocket costs incurred for the physical transportation of the coupons to our authorized agent:

Prestige will not pay for any administrative or consolidation fees and, except as described in (ii) below, Prestige 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 reasonable shipping charges, as indicated on the package received.
- ii) For those retailers that are using an authorized clearinghouse or billing agent, we will reimburse you at a rate equal to \$5.00 per thousand coupons redeemed (\$5/M).

Prestige reserves the right to adjust reimbursement amounts at any time.

2) You will NOT be reimbursed for unreasonable postage or additional unauthorized fees and, in the event that Prestige determines that any such unreasonable postage or unauthorized fee payments have been made to you or obtained via a deduction from a payment made in normal course to Prestige, Prestige reserves the right to recoup such amounts.

3) Nothing contained herein will be construed as permitting or authorizing the unilateral reduction or adjustment of the amount otherwise due and payable under any invoice for goods sold by Prestige to you. Credit adjustments not specifically authorized and approved in advance by Prestige will be considered to be an event of default.

4) Prestige reserves the right to request evidence of proof-of-purchase to show that sufficient stock was purchased to cover coupons submitted, and reserves the right to audit the coupon sorting and billing service of any retailer/distributor or agent involved in the handling process.

5) Any lawsuit involving coupon processing or payment disputes must be brought within 18 months of the original date of coupon payment or such claims will be deemed extinguished. Any such lawsuit must be filed and conducted in a state or federal court located in Westchester County, New York. Each party will be responsible for its own attorneys' fees and costs.

6) If false or misleading verification information is provided to Prestige, or an authorized clearinghouse, redemption privileges with Prestige will be permanently terminated.



7) Each shipment of coupons will be considered as a whole, and Prestige reserves the right to refuse payment for an entire shipment if any portion of the shipment is found to be redeemed improperly.

8) Failure to observe these terms and conditions for proper redemption may, at the option of Prestige, void all coupons submitted for reimbursement, and all coupons may be retained as property of Prestige without payment. Prestige reserves the right to forward coupons that Prestige 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 1/100 of one cent.

2) Presentation of coupons for redemption other than as provided by this Coupon Redemption Policy will be constituted as FRAUD and Prestige reserves the right to prosecute violators to the full extent of the law.

3) Failure to observe these terms and conditions for proper redemption may, at the sole option of Prestige, void all coupons submitted for reimbursement and all coupons may be retained as property of Prestige, without payment. Failure to enforce any terms or conditions hereof will not be deemed a waiver of Prestige's rights.