



TIME DISTRIBUTION SERVICES INC. COUPON REDEMPMENT POLICY FOR TIME INC. MAGAZINES

YOUR REDEMPTION OF COUPONS FOR PUBLICATIONS OF TIME DISTRIBUTION SERVICES INC. ("TDS") AND ITS AFFILIATES (COLLECTIVELY, "TIME"), INCLUDING BUT NOT LIMITED TO ENTERTAINMENT WEEKLY, TIME, PEOPLE, PEOPLE STYLEWATCH, SPORTS ILLUSTRATED, MONEY, FORTUNE, IN STYLE, SPORTS ILLUSTRATED KIDS, TIME FOR KIDS, PEOPLE EN ESPANOL, ALL YOU, COASTAL LIVING, COOKING LIGHT, REAL SIMPLE, SOUTHERN LIVING, HEALTH, SUNSET, GOLF, THIS OLD HOUSE, ESSENCE AND ANY OTHER TITLES PUBLISHED BY TIME (COLLECTIVELY, THE "COUPONS"), NOW OR IN THE FUTURE, INDICATES YOUR ACCEPTANCE AND COMPLIANCE WITH THIS COUPON REDEMPTION POLICY ("AGREEMENT"). NOTWITHSTANDING ANY COURSE OF DEALINGS BETWEEN US, NO PURCHASE ORDER, INVOICE, RETAILER POLICY OR SIMILAR DOCUMENT WILL BE CONSTRUED TO MODIFY ANY OF THE TERMS OF THIS AGREEMENT.

SECTION ONE: REDEMPTION AT THE STORE

- 1.1 The Coupons are redeemable only by a consumer purchasing the specific brands, quantities, sizes and product(s) stated on the Coupon, with the face value of the Coupon deducted from your retail price. The Coupons are not authorized to be used when the consumer is purchasing products for resale.
- 1.2 Only one Coupon will be honored for each item purchased.
- 1.3 The Coupons are void when they are reproduced, photocopied, trimmed or altered in any way by the retailer or consumer. A retailer should not accept a Coupon that has been reproduced, photocopied, trimmed or altered in any way.
- 1.4 Nor shall a retailer accept a Coupon past its noted expiration date. Time will not pay the retailer for Coupons received by the retailer past the Coupon's expiration date.
- 1.5 The Coupons are non-assignable and are void if transferred from their original recipient to any other person, firm or group. Time 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 Time's products, gathered and distributed by any person or group for charitable fund-raising purposes, or otherwise used in any way except as described in Section 1.1.
- 1.6 The Coupons are void if restricted or prohibited by law.
- 1.7 The consumer is required to pay applicable sales tax.
- 1.8 The Coupons will be redeemed only at retail locations located in the United States, its territories and at U.S. Military bases.

SECTION TWO: PROCESSING COUPONS FOR PAYMENT

2.1 Time will only accept properly redeemed and identified Coupons directly from the retailer, or through an authorized retailer clearinghouse, retailer billing agent, or wholesaler billing agent. Coupons from unauthorized intermediary agents will not be accepted.

2.2 All applicable IRS reporting requirements must be complied with, including obtaining an appropriate taxpayer identification number.

2.3 To redeem the Coupons: send properly redeemed Coupons to:

PO Box 880119, El Paso TX, 88588-0119

SECTION THREE: POLICY FOR PAYMENT AND DENIALS

3.1 Subject to Time's discretion, you will be reimbursed only for the following three (3) items:

(a) The face value of the Coupon, or if the Coupon calls for free merchandise, your retail selling price (up to the stated maximum value printed on the Coupon)

(b) \$0.12 per coupon "Customer Handling Fee" for each coupon properly redeemed and identified. The Customer Handling Fee reimburses the retailer and its agent for all associated costs, including all handling and transportation expenses of any kind. TDS will not pay any additional fees or costs, including those related to postage, shipping or transportation fees. Due to system limitations and for ease of reconciliation, upon submission of an invoice for payment, the Customer Handling Fee shall be settled as follows: an \$0.08 per coupon handling fee, plus a \$0.04 per coupon supplemental handling fee (billed as shipping/postage)

(c) The Customer Handling Fee constitutes full and complete compensation to the retailer and its agent for the customary and reasonable expenses incurred in processing the Coupon from point of sale to redemption at TDS's designated site. Any expenses, such as clearinghouse charges and handling fees, are costs negotiated between the retailer and its clearinghouse or agent, and are not the responsibility of TDS and therefore the fees involved will not be passed to TDS nor will any other coupon-related fee of any kind.

(d) Payment will be made within (30) days from the date of receipt of invoice and Coupons. Should there be any payment discrepancies, they should be made in writing to the address listed above within sixty (60) days after the payment date. Any inquiries after this time period will not be honored.

3.2 Coupon reimbursements and Coupon adjustments may not be deducted from payments of invoices to Time. Any deductions resulting from Coupon adjustments, penalty fees or administrative fees will be considered unauthorized and must be repaid. If such unauthorized deductions are made, Time reserves the right to take action, including but not limited to, reducing your customer development fund by an amount equal to the unauthorized deductions taken.

3.3 Time reserves the right to request evidence of proof of consumer purchase and proof of manufacturer Coupon redemption 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.

3.4 If false or misleading verification information is provided on a questionnaire to Time or a certified clearinghouse, redemption privileges with Time may be permanently terminated.

3.5 (a) Each shipment of Coupons will be considered as a whole and Time reserves the right to refuse payment for an entire shipment if any portion of the shipment is found to be improperly redeemed.

(b) In the event that a retailer payment is withheld, the retailer must appeal this decision to Time within six months of the date of the day of the final redemption and notification by Time or its agent. Appeals made after the specified time frame will not be honored.

3.6 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 the State of New York. Each party will be responsible for its own attorneys' fees and costs.

SECTION FOUR: MISCELLANEOUS TERMS

4.1 The cash redemption value of each Coupon is 1/100 of one cent.

4.2 It is FRAUD to present any Coupon for redemption other than as provided by this Agreement.

4.3 Time reserves the right to forward Coupons which it judges to be mis-redeemed to law enforcement agencies for their review and investigative purposes. Failure to enforce any of the terms of conditions hereof shall not be deemed a waiver of them by Time.

4.4 This Agreement is effective as of January 1, 2015. Time reserves the right to modify or withdraw the terms of this policy at any time.

4.5 This Agreement will be applicable for all products manufactured or sold by Time.

4.6 YOU AGREE THAT FAILURE TO OBSERVE THESE TERMS AND CONDITIONS FOR PROPER REDEMPTION MAY, AT THE SOLE OPTION OF TIME, VOID ALL COUPONS SUBMITTED FOR REIMBURSEMENT AND ALL COUPONS MAY BE RETAINED AS PROPERTY OF TIME 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.