



## BIC USA INC. COUPON REDEMPTION POLICY STATEMENT

This policy statement explains the terms and conditions under which BIC USA Inc. (hereinafter “BIC”) will reimburse retailers for coupon submissions. Proper store redemption of BIC coupons authorizes retailers to submit coupons for reimbursement by BIC. ***Retailers’ submission of coupons for redemption signifies compliance with BIC requirements, as outlined below.***

### **Redemption at the Store**

1. Coupons are redeemable only by a consumer purchasing the product(s) indicated, including, but not limited to, the brand, quantity and size, not later than the expiration date, with the face value of the coupon deducted from retailers’ retail price.
2. BIC will not reimburse retailers for additional discounts given by the retailers beyond the face value of the coupon (i.e., doubling of manufacturer coupons).
3. Coupons must be redeemed by the consumer on or before their expiration dates.
4. Coupons may not be reproduced, photocopied, trimmed or altered in any way by consumers or the retailers.
5. Coupons are non-assignable and are void if transferred from their original recipient to any other person, firm or group. BIC 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 BIC’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 item 1 above.
6. Coupons are void:
  - (a) Where prohibited, taxed, or restricted by law;
  - (b) When reproduced, photocopied, mutilated, trimmed or altered in any way;
  - (c) When similarly torn or cut, in mint condition or sequentially numbered; or
  - (d) When bartered, exchanged, sold, assigned or transferred from or sold by their original recipient to any person, firm or group.
7. The consumer must pay any applicable sales tax.
8. Only one coupon will be honored for each item purchased. Multiple coupons may not be used for the purchase of a single item.
9. Limit of (2) two identical coupons per household per day.
10. Coupons are only redeemable by consumers at retail locations located in the United States and at U.S. Military bases. BIC will not honor coupons marked as void or not valid in Puerto Rico that have been redeemed at locations in Puerto Rico. BIC USA will not honor coupons submitted by retailers for products purchased from sources outside of BIC’s normal channel of distribution. Coupons redeemed on salvage, damaged, close-out or diverted product will not be honored.
11. BIC will only accept properly redeemed and identified digital coupons (paperless coupons) in industry approved electronic format in accordance with these redemption terms and conditions. Redemptions will be managed through our centralized redemption process with NCH Marketing Services, Inc. Direct submissions from individual retailers will not be accepted

### **Processing Coupons for Payment and Denials**

BIC will accept properly redeemed and identified coupons directly from the retailers, through retailers’ clearinghouses, retailers’ billing agents, or through wholesaler-billing agents. Coupons from unauthorized intermediary agents will not be accepted.

1. Retailers submitting coupons for redemption must comply with all applicable laws and regulations, including IRS reporting requirements. All retailers submitting coupons for redemption must have an IRS taxpayer identification number.

2. BIC reserves the right to withdraw and/or refuse payments for current coupon offers (paper or digital) due to fraud or errors including but not limited to counterfeiting, unauthorized distribution, significant data errors or system security breaches.
3. **NO CASH OR CREDIT BACK** if coupon value exceeds selling price.
4. To redeem coupons for BIC products, send properly redeemed coupons to:

BIC USA Inc. 163  
NCH Marketing Services,  
P. O. Box 880001  
El Paso, TX 88588-0001

### **Miscellaneous**

1. The cash redemption value of each coupon is 1/25 of one cent.
  2. It is FRAUD to present coupons for redemption other than as provided by this Redemption Policy.
  3. FAILURE TO ENFORCE ANY TERMS OR CONDITIONS HEREOF SHALL NOT BE DEEMED A WAIVER OF THEM.
  4. This Agreement will be applicable for all products manufactured or sold by BIC.
  5. Disclosure of redemption data to a third party by a retailer or intermediary agents is prohibited.
- These Coupon Redemption Policy Terms and Conditions are effective as of the date indicated below and supersede all prior BIC policies with respect to the redemption of coupons.

### **Policy for Payment and Denials**

1. Retailers will be reimbursed for the following three items:
  - (a) Face value of each properly redeemed coupon or if the coupon calls for “free” merchandise, for the retailers’ retail-selling price (up to the maximum value specified in properly redeemed coupons for such “free” merchandise).
  - (b) Eight cents (8¢) for handling each coupon properly redeemed, to cover the following costs, including:
    - (i) Front-end handling by the retailers;
    - (ii) Store to headquarters accounting;
    - (iii) Store occupancy;
    - (iv) Cost of funds; and
    - (v) Coupon processing, including any special handling, invoice preparation or other fees.
  - (c) Retailers will be reimbursed at a rate that covers the reasonable out-of-pocket transportation cost (reasonable postage). BIC will not pay for any administrative or consolidation fees and, except as provided in section 1(c)(ii) below, BIC will not pay any other upcharges or margins that retailers or any agents assess or in lieu of such expenses.
    - (i) For retailers who sort and submit directly, reimbursement is for reasonable postage (i.e. first class mail insured) indicated on the package received.
      - (a) Retailers will NOT be reimbursed for unreasonable postage or any additional fees.
      - (b) Coupon reimbursements and/or coupon adjustments may not be deducted from product invoices. Invoice deductions and/or deductions are not in compliance with BIC’s Redemption Policy.

(c) BIC has the right to request evidence of proof of purchase to show that sufficient stock was purchased to cover coupons submitted.

**Other Information**

1. The cash redemption value of each coupon is 1/25 of one cent.
2. BIC reserves the right to deny reimbursement, retain and declare void any coupons submitted, including, without limitation, if:
  - (a) Coupons are submitted for reimbursement in violation of this Policy;
  - (b) There is insufficient stock to cover the number and type of coupons submitted;
  - (c) There is an inability to verify retailers' address or business operations;
  - (d) There are suspicious circumstances; or
  - (e) Unauthorized manipulation or reproduction
  - (f) There are other irregularities.
3. BIC reserves the right to forward submitted coupons to law enforcement agencies or the postal authorities for their review and investigation.
4. BIC reserves the right, in its sole discretion and without prior notice to any party, to modify, supplement, revise or eliminate any of the terms and conditions of this Policy.
5. FAILURE TO OBSERVE THESE TERMS AND CONDITIONS FOR PROPER REDEMPTION MAY, AT THE SOLE OPTION OF BIC USA INC., VOID ALL COUPONS SUBMITTED FOR REIMBURSEMENT AND ALL COUPONS MAY BE RETAINED AS PROPERTY OF BIC USA INC., WITHOUT PAYMENT. FAILURE TO ENFORCE ANY TERMS OR CONDITIONS HEREOF SHALL NOT BE DEEMED A WAIVER.