

COLGATE-PALMOLIVE COMPANY
3100 Cumberland Blvd. SE, Atlanta, GA 30339
COUPON REDEMPTION POLICY AGREEMENT

Dear Customer:

As part of a program to simplify our coupons, we are eliminating much of the redemption language from the face of our coupons. Therefore, this letter will set forth those terms and conditions under which Colgate-Palmolive Company (“Colgate-Palmolive”) will reimburse you for redeeming our coupons.

Your submission of our coupons for redemption signifies your compliance with the terms and conditions set forth below, which are incorporated into all Colgate-Palmolive coupons by reference.

Each submission of coupons to Colgate-Palmolive creates a binding enforceable agreement (the “Agreement”) to honor the following terms and conditions:

1. Colgate-Palmolive cents-off and free goods coupons (“Coupons”, which includes both paper and digital) can be redeemed only by a retail consumer and only in conjunction with purchasing the brand(s), flavor(s), size(s) and quantities indicated by Colgate-Palmolive prior to the expiration date specified on the face of the Coupon. The Coupons you send us must have been redeemed in accordance with Colgate-Palmolive’s offer as stated on the Coupon (“Terms”). When you send us Coupons for redemption, you are verifying that those Coupons came from retail customers only in compliance with Terms set forth on the Coupon itself. Colgate-Palmolive will not be liable for providing any cash back or credit if the Coupon exceeds the item selling price.

2. Paper or digital Coupons may not be copied, mechanically reproduced, altered, mass-cut, transferred, mutilated or altered in any way by the retailer or consumer. Coupons may not be assigned, transferred or sold.

3. Colgate-Palmolive reserves the right, in its sole and absolute discretion, to reject, confiscate, withdraw and/ or refuse payments for all or part of a Coupon offer (paper and digital) due to fraud or errors, including, but not limited to counterfeiting, unauthorized distribution, significant data errors or system security breaches. For digital Coupons, Colgate-Palmolive reserves the right, in its sole and absolute discretion, to reject, confiscate, withdraw and/ or refuse reimbursement for all or part of Coupons which exhibit signs of misredemption, including, but not limited to: accuracy or quality issues in data files, excessive or unusual patterns or redemption, use of multiple Coupons (digital or paper) for a single purchase and excessive “make good” Coupons or point of sale overrides.

4. Colgate-Palmolive will only accept properly redeemed and identified digital coupons aligned with the JICC industry standard electronic invoice format. Redemptions will be managed through our centralized redemption process with NCH Marketing Services. Direct submissions to Colgate-Palmolive from individual retailers for paperless coupons will not be accepted.

5. Coupons are non-assignable and are void if transferred from their original recipient to any other person, firm or group. Colgate-Palmolive 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 Colgate-Palmolive products, gathered and distributed by any person or group for charitable fund-raising purposes, offered for sale or distribution via marketplace websites (e.g. eBay, etc.) or otherwise used in any way except as described in Section 1 above.

6. Paper or digital Coupons may not be used in combination to purchase the same package.

7. Colgate-Palmolive’s Coupon policy is to limit one (1) Coupon per purchase of products and quantity stated. **No more than four (4) identical Coupons can be used for the same product in the same day.**

8. The consumer is required to pay any applicable sales tax.
9. Coupons must be presented by the consumer at the time of purchase. Coupons presented by the consumer after the purchase transaction has been completed must not be honored.
10. Coupons must not be accepted from a consumer after the stated expiration date. Coupons received by Colgate-Palmolive for redemption after one-hundred eighty (180) days of the stated expiration date will not be reimbursed. Invoices for digital coupons must be presented to Colgate-Palmolive within thirty (30) days after expiration of these coupons.
11. Colgate-Palmolive will only accept properly-redeemed and identified paper Coupons directly from the retailer or through an authorized (a) retailer clearinghouse, (b) retailer-billing agent or (c) wholesaler-billing agent.
12. Colgate-Palmolive will only accept properly-redeemed and identified digital Coupons in an industry approved electronic format directly from authorized (a) retailer clearing house, (b) retailer billing agent, or (c) wholesaler billing agent.
13. Colgate-Palmolive 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 Coupon promotions to promote efficiency and strong controls.
14. Colgate-Palmolive reserves the right to establish different handling fees for digital vs. paper Coupons, at any time and without your permission.
15. Colgate-Palmolive will reimburse the retailer for the following items:
 - a. Face value of Coupons or in the case of a free goods Coupon, the documented shelf price up to the stated maximum value printed on the Coupon; plus
 - b. Up to 10.5¢ for handling each Coupon properly redeemed in accordance with Paragraph 11 (the "Customer Handling Fee").
 - c. An independently conducted industry study identified that 10.5¢ covers the following costs:
 - i. Front-End Handling by the retailer
 - ii. Store to Headquarters Accounting
 - iii. Store Occupancy
 - iv. Sundry Loss
 - v. Cost of Funds
 - vi. Coupon Processing
16. The Customer Handling Fee constitutes full and complete compensation (including postage, shipping and transportation) to Customer and its agents for the customary and reasonable expenses incurred in processing the coupons from point of sale to redemption at Colgate-Palmolive's clearinghouse. Other expenses, such as clearinghouse charges and handling fees, OR costs negotiated between Customer and its clearinghouse or agent, and ARE NOT the responsibility of Colgate-Palmolive and are not to be passed through to Colgate-Palmolive.
17. For retailers who sort and submit coupons directly to NCH Marketing Services, Colgate-Palmolive will reimburse the retailer for reasonable postage (i.e. first class mail insured) indicated on the package received. Retailers will NOT be reimbursed for unreasonable postage or any additional fees.

18. For redemption, send properly redeemed Coupons to:

Colgate-Palmolive Company #1119
NCH Marketing Services, Inc.
P. O. Box 880001
El Paso, TX 88588-0001

19. Colgate-Palmolive reserves the right to request legitimate documentation as evidence of proof of purchase to show that sufficient stock was purchased by a consumer 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. All such books and records shall be maintained by you and/or your clearinghouse or agent for a period of two (2) years following the expiration of the Coupons. Handwritten invoices or invoices from salvage merchandise suppliers or diverters will not be honored as legitimate proof of purchase.

20. In the event that a retailer payment is withheld, the retailer must appeal the decision within six (6) months of the date of notification. Appeals received after six (6) months will not be honored. Coupon-related reimbursements shall not be deducted from Colgate-Palmolive invoices.

21. Colgate-Palmolive reserves the right to withhold payment on and retain, mark and declare void shipments containing Coupons in mint/mass-cut condition or otherwise judged, in the sole discretion of Colgate-Palmolive, to be improperly redeemed. Shipments shall be considered as a whole.

22. Coupons are intended for consumer use in connection with a consumer purchase. Coupons will not be redeemed for any product that will be resold. Colgate-Palmolive reserves its right not to honor redemption of any such Coupon at any time it discovers such use.

23. Colgate-Palmolive specifically disclaims all warranties, express or implied, regarding the Coupons, including any UPC symbols used on the Coupons. Coupons are good only in the USA, and in military installations worldwide including A.P.O.'s, and F.P.O.'s. **COUPONS DISTRIBUTED IN THE MAINLAND UNITED STATES ARE NOT VALID IN PUERTO RICO.**

24. Coupons are void where prohibited, taxed or otherwise restricted. The cash redemption value of each Coupon is 1/100 cent.

25. No Post Audits shall be maintainable against Colgate-Palmolive if conducted more than six (6) months following the date on which the Coupon submission is received.

26. Any legal action against Colgate-Palmolive arising from a Coupon submission must be commenced within one (1) year of the date the Coupon submission is received.

27. Financial Risk of Clearinghouse. The credit risk of dealing with your clearinghouse, if any, is borne by you. YOUR CLEARINGHOUSE (IF ANY) IS YOUR AGENT OR REPRESENTATIVE AND, ALTHOUGH FROM TIME TO TIME, COLGATE-PALMOLIVE AGREES TO WORK WITH SUCH COMPANIES, COLGATE-PALMOLIVE HAS NO RESPONSIBILITY FOR THEIR ACTIONS, INCLUDING, BUT NO LIMITED TO, PAYMENTS.

28. In the event your clearinghouse experiences Financial Difficulties (as defined below), Colgate-Palmolive (or its clearinghouse) may pay sums due directly to you. In such event, your clearinghouse agrees to provide such information in such form as may enable Colgate-Palmolive (or its clearinghouse) to identify and pay you directly and your clearinghouse agrees to collect its fee (if any) directly from you. "Financial Difficulties" which shall give rise to Colgate-Palmolive's (or its clearinghouse's) right to make direct payment as described above include:

- a. In the event of any material change in ownership or management of your clearinghouse.

- b. Submission by your clearinghouse to Colgate-Palmolive or its clearinghouse of any false or fraudulent reports or statements, including, without limitation, claims for any refund, credit, rebate, incentive, allowance, discount, reimbursement or other payment, in contravention of this Policy Agreement or any other policy, requirement or schedule imposed, established or specified by Colgate-Palmolive from time to time pursuant hereto.
- c. In the event of bankruptcy, composition, re-organization, receivership, liquidation or insolvency of your clearinghouse or in the event any similar actions or proceedings are instituted by, on behalf of or against your clearinghouse.
- d. In the event your clearinghouse becomes physically or legally impossible or commercially impracticable to perform its obligations by virtue of force majeure, or due to any acts of the governments within the United States of America, or any other government or any change in such governments' laws, regulations or policies.

29. General.

- a. No failure by either party to exercise any power given it under this Policy Agreement, or to insist upon strict compliance by the other party of any obligation hereunder, and no custom or practice of the parties at variance with the terms of this Policy Agreement will constitute a waiver of such party's right to demand exact compliance with the terms hereof.
- b. Should any provision(s) of this Policy Agreement be declared invalid for any reason, such decision shall not affect the validity of any other provisions, which other provisions shall remain in force and effect as if this Policy Agreement had been agreed to with the invalid provision(s) eliminated.
- c. This Policy Agreement will be governed and construed in accordance with the federal laws of the United States and the state laws of the State of New York. Any action or proceeding brought by any party hereto which is related to this Policy Agreement shall be brought in a Federal or State court having proper subject matter jurisdiction and located within the United States, State of New York and County of New York.
- d. This Policy Agreement cannot be altered or modified except by Colgate-Palmolive in its sole discretion.
- e. **Any use not consistent with these terms shall be treated as a material breach of this Policy Agreement and may constitute fraud or violate other laws. Any such Coupons submitted for redemption shall be void and will not be honored. Submission of Coupons not legitimately redeemed could also result in prosecution. Acceptance or redemption of any Coupon shall not constitute a waiver of Colgate-Palmolive's right to seek enforcement of any portion of this Policy Agreement. Colgate-Palmolive may, in its sole discretion, withhold payment until such time as the retailer or its agent complies with these terms and conditions. Colgate-Palmolive reserves all of its rights and remedies in connection with any dispute over Coupons submitted for redemption or these terms and conditions, up to and including business interruption.**
- f. By submitting any Coupons for redemption, you hereby represent and warrant that such submissions are correct and complete and otherwise comply with the terms of this Policy Agreement, and that you have not committed any fraud or deception relating in any way, directly or indirectly, to such submission. You shall indemnify, defend and hold Colgate-Palmolive, its affiliates, subsidiaries, and each of its respective officers, agents, employees, successors, and assigns, harmless from and against any and all claims,

demands, regulatory proceedings, and/or causes of action, and all damages, liabilities, costs (including settlement costs and additional contract or cancellation costs) and expenses associated therewith (including, but not limited to, reasonable attorneys' fees), to the extent that they arise from any breach by you of any of the terms, conditions, representations or warranties set forth in this Policy Agreement.

If you have any questions regarding the above Coupon Redemption Policy Agreement, write to:

Colgate-Palmolive Company
c/o NCH Marketing Services, Inc.
155 Pfingsten Road, Suite 200
Deerfield, IL 60015-4443
Phone - (800) 833-7096

Thank You,

COLGATE-PALMOLIVE COMPANY
Colgate-Palmolive Company
Coupon Policy Redemption Agreement