

Post Consumer Brands Coupon Redemption Policy

Effective 09/20/2019

Purpose

The following are the Post Consumer Brands, LLC terms and conditions for reimbursing retailers for the redemption of Post Consumer Brands, LLC and Premier Nutrition Corporation (collectively "Post") coupons.

Policy

Redemption at the Store:

- 1) Coupons are redeemable only by retail consumers purchasing the brand, flavor(s), size(s) and quantities indicated on the respective coupon, prior to the expiration date.
- 2) Coupons are valid only in the U.S., its Territories, and U.S. Military Bases
- 3) Coupons are void if taxed, licensed or restricted by law. Cash value 1/100th of a cent. The consumer must pay any applicable sales tax.
- 4) Coupons may not be used in combination (two or more) to purchase the same package. Only four (4) like items may be purchased in one transaction. No cash back if coupon value exceeds retail price.
- 5) Coupons are void and will not be redeemed by Post if reproduced, altered, assigned or misused in any way. This prohibition expressly includes, without limitation, coupons transferred from coupon club or other coupon exchange program. Post reserves the right to confiscate and forward to law enforcement agencies any coupons submitted.
- 6) Post specifically disclaims all warranties, whether expressed or implied, regarding any UPC symbols used on the coupons.
- 7) It is the retailer's responsibility to ensure all personnel within their organization comply with this policy. Post may revise this Policy at any time in its sole discretion.

In-Ad Coupons:

- 8) In-Ad coupons are placed by retailers in their primary advertising vehicle (e.g. newspaper, insert, store circular or direct mail circular) in cooperation with Post. While the retailer pays for advertising costs, Post pays for the redemption cost associated with the In-Ad. In-Ad coupons, unlike manufacturer coupons, allow the retailer to control placement, distribution and timing. In-Ads are intended to be discounts on consumer purchases during a specific promotion period by a specific retailer. In-Ad coupons must include the following elements: correct brand, coupon value, expiration date, and bar code (provided by Post).

For In-Ads, Retailer agrees:

- a. Only one dominant vehicle may be used to distribute In-Ad coupons; for in-store flyers to qualify, the vehicle used must be the account's principal vehicle promoting products to the consumer. Use of any other form of promotion vehicle must be approved by Post in writing on a case by case basis;
- b. The In-Ad coupons will be distributed, printed, and circulated only as authorized by the terms and conditions of the program; to indemnify and hold Post and its affiliates harmless from all costs arising from failure to distribute, print and circulate In-Ad coupons as provided herein; other than as authorized herein, In-Ad coupons will not be distributed in any manner whatsoever, including, but no limited to, point of sale (shelf or display), checkout stands, clipped, printed, or padded presentation;
- c. In-Ad coupon events shall only be used by retailers/wholesalers that commit to purchase product to support the In-Ad event is available;
- d. Not to alter coupon copy without Post's prior written approval;
- e. To safeguard Post's and its affiliates' In-Ad coupon artwork while in its possession, custody or control in order to prevent theft, misredemption and unauthorized use and to indemnify and hold Post and its affiliates harmless from any loss or damage that may result from such failure to safeguard.
- f. No directly competitive products may appear within retailer ad.

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Submitting/Processing of Coupons

- 9) To redeem coupons for Post, send properly redeemed coupons to:
Post Consumer Brands #1473
NCH Marketing Services
PO Box 880001
El Paso, TX 88588-0001
- 10) Post will accept properly redeemed and identified coupons (i) directly by retailer or (ii) through an authorized retailer clearinghouse recognized by Post as agents of retailers. Submissions by unauthorized, intermediary agents will not be accepted. Disclosure of redemption data to a third party by retailer, clearinghouse, or other intermediary agency is strictly prohibited.
- 11) Retailer and retailer clearinghouses shall include with each coupon shipment an invoice with the retailer's store name and address, showing quantities and values of coupons submitted for redemption.
- 12) Digital coupon requirements include ability to meet industry standard data transmittal requirements.
- 13) All applicable IRS reporting requirements, including obtaining an appropriate taxpayer identification number, must be complied with.

Policy for Payment and Denials

- 14) Post will reimburse face value of each properly redeemed coupon, (or if coupon calls for free merchandise, for the retailer selling price up to any maximum printed on the face of the coupon), handling allowances of (\$.08 per coupon), and reasonable postage charges as follows:
 - a. For retailers who sort and invoice their redeemed coupons and submit them directly without the use of any third party agent/clearinghouse, you will be reimbursed for incurred commercially reasonable postage (i.e. First Class mail insured) or other charges, as indicated on the package received.
 - b. For those retailers using a clearinghouse, Post will reimburse you at a rate equal to \$20 per thousand coupons redeemed (\$20/M).
- 15) Only coupons received by Post within six months of coupon expiration date will be honored.
- 16) On request, retailers must provide Post with detailed proof-of-purchase of sufficient stock within the submission period to cover coupons presented for payment.
- 17) Any payments related to coupon reimbursements or coupon adjustments may not be deducted from payments of Post invoices. Any deductions from a Post invoice for payments related to coupon submissions are expressly prohibited by this Policy.
- 18) Post's approved redemption agent may void any and all coupons submitted for redemption which are not consistent with these terms. Submission of such coupons may constitute violation of US mail fraud statutes and could result in criminal prosecution. Confiscation rights are reserved.
 - a. If Post approved redemption agent:
Determines in good faith that a retailer has repeatedly failed or refused to comply with or otherwise disregarded this policy, or has falsified information supplied to Post approved redemption agent, or
 - b. Receives information from state or federal government authorities that sufficient evidence exists to bring criminal charges against a retailer for conduct relating to coupon redemption practices, then such retailer's redemption rights may be permanently terminated effective upon notice to the retailer.

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- 19) For any action to be maintainable against Post for any claim in connection with coupon redemption or this Policy, such action must (i) be brought within one year from the date of the cause of action occurred; and (ii) must be brought in the state or federal courts located in the Minnesota.

If questions regarding payment of coupons submitted may contact NCH Marketing Services, Inc.:

Call: 1-800-833-7096
8:00AM-4:30PM Central Time
Monday-Friday

Write To: NCH Marketing Services, Inc.
155 N. Pfingsten Rd, Suite 200
Deerfield, IL 60015

Website www.nchmarketing.com