

Energizer Battery, Inc. & Energizer Personal Care, LLC

Agreement: Terms for Proper Coupon Redemption Effective: 11/1/2009

Coupon accepting entity (herein after referred to as Retailer), your submission of coupons for redemption signifies your acceptance of the terms and conditions printed on coupons and set forth below, which are incorporated into all Energizer Battery, Inc. & Energizer Personal Care, LLC (herein after referred to as the Manufacturer) coupons by reference. Each submission of coupons to the Manufacturer creates a binding enforceable Agreement (the "Agreement") to honor the following terms and conditions. It is the Retailer's responsibility to ensure its employees are aware of and in compliance with this Policy. YOUR ACCEPTANCE AND REDEMPTION OF THE MANUFACTURER'S COUPONS CONSTITUTE A BINDING AGREEMENT TO HONOR THE FOLLOWING COUPON REQUIREMENTS:

- I. A coupon, subject to this Agreement shall be redeemable only when an actual consumer purchases the brands / products / sizes / quantities indicated on the face of the coupon, prior to the expiration date, and Retailer subtracts the face value from the retail price of the Manufacturer's product.
- II. Coupons may not be reproduced, photo-copied, trimmed, or altered in any way.
- III. Only one coupon may be redeemed against the purchase of a product or products such as in the case of multiple purchase requirements as specified on the coupon.
- IV. The consumer is required to pay any applicable sales tax charged in connection with the purchase of the product.
- V. Coupons must not be accepted from a consumer after the stated expiration date. Only coupons received by the Manufacturer or Manufacturer's agent within six months (180 days) of the expiration date on the face of the coupon will be honored.
- VI. For Internet Coupons, only coupons authorized by the Manufacturer through an approved internet vendor will be accepted. Neither reproductions nor counterfeit coupons will be honored.
- VII. Coupons are not authorized to be used when the consumer is purchasing products for resale. The Manufacturer reserves its right not to honor redemption of any such coupon at any time it discovers such use.
- VIII. Coupons are good only in the fifty United States, Puerto Rico, the District of Columbia, US territories and possessions and in US military installations worldwide including A.P.O.'s, and F.P.O.'s or as otherwise restricted on the coupon.
- IX. The terms and conditions of a coupon offer, as printed on the coupon, clearly set forth the offer and the intent of the Manufacturer and override any technical issues, conflicts or scanning problems in the bar code.
- X. Coupons are void where prohibited, taxed, or otherwise restricted by law. The cash redemption value of each coupon is 1/20 cent.
- XI. Coupons are non-assignable and are void if sold, traded, or auctioned or otherwise transferred by their original recipient to any other person, firm, group or organization. The Manufacturer does not permit the unauthorized distribution, collection, sale or assignment of its coupons for any reason. The Manufacturer coupons are not to be used in swap boxes, taped to product, sold or traded online or otherwise made available to anyone outside their intended means of distribution. Coupons may not be gathered and distributed by any person or group for charitable fund-raising purposes.
- XII. For each properly redeemed coupon, the Manufacturer will reimburse the following items:



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1) Face value of the coupon; or

In the case of a free goods coupon, the value written in the retail price box by the Retailer's cashier, not to exceed the maximum reimbursement value printed on the coupon adjacent to the retail price box. If you do not write a price in the retail price box, an average market price will be used as the coupon value, not to exceed the maximum reimbursement value printed on the coupon adjacent to the retail price box; plus

2) 8¢ for handling each coupon properly redeemed (all clearinghouse fees and other costs negotiated between the Retailer and the Retailer's clearinghouse are the responsibility of the Retailer and may be offset by our handling fee); plus

3) Reasonable out-of-pocket costs incurred for the physical transportation of the coupon (herein after referred to as Postage) to the Manufacturer or our authorized agent will be reimbursed as follows:

- a) A minimum equal to the current first class postage rate (for mail that is a machinable, single piece, less than 1 ounce) or at a rate equal to \$xx.xx per thousand of coupons redeemed. For rates please contact the Manufacturer as stated in the latter part of this document.
- b) Overnight or special handling rate packaging or delivery charges will not be reimbursed by the Manufacturer.
- c) The Manufacturer will not reimburse for insurance costs.

4) No other service fees, fines or penalties will be allowed.

- XIII. Each shipment of coupons will be considered as a whole and the Manufacturer reserves the right to refuse payment for an entire shipment if any portion of the shipment is found to be improperly redeemed or otherwise in violation of any of the terms and conditions of this Agreement.
- XIV. Coupons submitted for reimbursement become the property of the Manufacturer. The Manufacturer reserves the right to forward any such coupons to law enforcement authorities or the Coupon Information Center (CIC) for review. Coupons, including store coupons, that were not issued or authorized by the Manufacturer will not be paid and will be returned to the submitter as "Foreigns."
- XV. The Manufacturer's (or its agent's) actual count of coupons received will be final and shall govern the payment of coupons under this Agreement.
- XVI. All Grocery Manufacturers of America guidelines are reflected, supported and adhered to in the processing for all coupons submitted by a Retailer or their agent.
- XVII. Manufacturer shall use commercially reasonable efforts to mail payment within thirty days from receipt of a coupon submission and invoice by our agent. If a variance occurs between your coupon invoice and our payment, it will be explained.
- XVIII. Under no circumstances will payments be issued to Post Office Boxes unless it is associated with an actual, verifiable retail site.
- XIX. The Manufacturer reserves the right to deny reimbursement, retain, mark, and declare void any coupons presented for redemption that are:
- a) In mint/mass cut condition
 - b) Submitted in a uniform mix
 - c) Not supported by the Retailer with sufficient stock to cover the number and types of products reflected in the coupons submitted
 - d) Submitted by a Retailer whose address or business operations cannot be verified
 - e) Out of distribution area
 - f) Have or be accompanied by any other indication of misredemption whatsoever



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- g) Counterfeit, reproductions or copies
 - h) Not in accordance with this Agreement
- XX. The Manufacturer will only accept properly redeemed and identified coupons: (a) directly from the Retailer, or through an authorized (b) Retailer clearinghouse, (c) Retailer-billing agent, or a (d) wholesaler-billing agent. Submission by unauthorized intermediary agents will not be accepted. The Manufacturer reserves the right to audit the coupon sorting and billing service of any Retailer or Retailer agent involved in the handling process. This includes, but is not limited to itemized invoices, product movement reports and other supporting data of whatever kind that Manufacturer deems necessary to verify actual customer transactions. Disclosure of redemption data to a third party by a Retailer or intermediary party is prohibited.
- XXI. Electronic clearing or any other exceptions to our standard process or this Agreement require our prior written agreement.
- XXII. The Manufacturer reserves the right to deal directly with all Retailers on all matters pertaining to any coupon submission.
- XXIII. The Manufacturer reserves the right to request evidence of proof of purchase to show that sufficient stock was purchased to justify the number of coupons submitted
- XXIV. No deductions shall be made from the Manufacturer product invoices by the Retailer or wholesaler for amounts related to coupon redemption for any reason whatsoever. Such deductions for either whole or partial payment amounts will not be accepted by the Manufacturer and request for repayment will be issued. If such deductions are made, the Retailer's or wholesaler's credit with the Manufacturer may be suspended, or shipments may be suspended until the amount is repaid in full. Failure to observe this requirement could subject the parties to legal action. Failure to observe this requirement could also result in the revocation by Manufacturer of Retailer's right to redeem our coupons and/or its position as an authorized Retailer of our products.
- XXV. If false or misleading verification information is provided on a questionnaire or other means to the Manufacturer, or a certified clearinghouse, redemption privileges with the Manufacturer may be permanently revoked.
- XXVI. All applicable IRS reporting requirements, including obtaining an appropriate taxpayer identification number must be complied with.
- XXVII. No post audits shall be maintainable against the Manufacturer if conducted more than six months following the date on which the coupon submission is received.
- XXVIII. Retailers who are out of business, do not sell the Manufacturer products, or have been convicted of any criminal offense associated with manufacturers' promotions will not be reimbursed for any coupons submitted.
- XXIX. In the event a Retailer payment is denied, the Retailer may appeal within six (6) months of the date of the notification of the denial. Appeals received after six (6) months will not be considered.
- XXX. Any legal action against the Manufacturer arising from a coupon submission must be commenced within one (1) year of the date the coupon submission is received or such claims shall be extinguished. Any such lawsuit shall be brought exclusively in a competent state or federal court located in Missouri. Retailer hereby waives any objections to such courts relating to venue, jurisdiction or inconvenient forum. In any such legal action against the Manufacturer, the prevailing party in any claim or counterclaim shall be entitled to recover its costs incurred, including reasonable attorney's fees.
- XXXI. Advertising and promotions developed and/or disseminated by any third parties and containing coupons for the Manufacturer products must be approved by the Manufacturer prior to release or will be treated as void.



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XXXII. Any use not consistent with these terms shall be treated as a material breach of this 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 criminal prosecution. Acceptance or redemption of any coupon shall not constitute a waiver of the Manufacturer's right to seek enforcement of any portion of this Coupon Redemption Policy Agreement or any other legal or equitable remedy that may be available to Manufacturer. The Manufacturer may, in its sole discretion, withhold payment until such time as the Retailer or its agent complies with these terms and conditions. The Manufacturer 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.

For redemption, send properly redeemed coupons to:

Energizer Battery, Inc.
CMS Department 39800
One Fawcett Drive
Del Rio, TX 78840

Energizer Personal Care, LLC
CMS Department # 41058
One Fawcett Drive
Del Rio, TX 78840

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

Energizer Battery, Inc
c/o CMS
2650 Pilgrim Court
Winston-Salem, NC 27106-5238
1 (800) 285-7602

Energizer Personal Care, LLC
c/o CMS
2650 Pilgrim Court
Winston-Salem, NC 27106-5238
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Thank You,

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If you are aware of a situation possibly involving coupon fraud, you are urged to contact either a local law enforcement agency or the Coupon Information Center at (703) 684-5307.

