

## Agreement: Terms for Proper Coupon Redemption Reissued: November 2018

Your submission of Hefty and Reynolds branded product coupons for redemption signifies your compliance with the terms and conditions set forth below and printed on coupons, which are incorporated into all Reynolds Consumer Products coupons by reference. Each submission of coupons to Reynolds Consumer Products 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. After reviewing the updated requirements, if you have any questions or need further clarification, please call our Customer Service Department at 1-800-433-2244. <a href="YOUR ACCETANCE AND REDEMPTION OF REYNOLDS CONSUMER PRODUCTS COUPONS CONSTITUTE A BINDING AGREEMENT TO HONOR THE FOLLOWING COUPON REQUIREMENTS:">YOUR ACCETANCE AND REDEMPTION OF REYNOLDS CONSUMER PRODUCTS COUPON REQUIREMENTS:</a>

- Coupons are only redeemable in the fifty United States, the District of Columbia, its
  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. Coupons are void
  where prohibited, taxed, or otherwise restricted by law. The cash redemption value
  of each coupons is 1/100 cent.
- 2. Coupons are redeemable only when the consumer purchases the brand(s), count(s), and variety(s) indicated thereon, prior to the expiration date, and retailers subtract the face value from the retail price of a Reynolds Consumer Products product. Limit one (1) coupon per item purchased. 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. Limit of four (4) like coupons in the same day. Coupons are not authorized to be used when the consumer is purchasing products for resale.
- 3. Coupons are void if transferred, sold, purchased, auctioned, reproduced/copied, altered or exchanged/shared.
- 4. The consumer is required to pay any sales tax charged in connection with the purchase of the product.
- 5. Coupons must not be accepted from a consumer after the stated expiration date. Only coupons received by Reynolds Consumer Products within six months (180 days) of the expiration date on the face value of the coupon will be honored.
- 6. Reynolds Consumer Products will only accept properly redeemed and identified coupons (a) directly from the retailer, or through authorized (b) retailer

clearinghouse, (c) retailer billing agent, or (d) wholesaler-billing agent. Electronic clearing or any other exceptions to our standard process require prior written agreement. Reynolds Consumer Products reserves the right to deal directly with all retailers on all matters pertaining to any coupon submission. Submissions by unauthorized intermediary agents will not be accepted. Disclosure of redemption data to a third party by a retailer or its intermediary agency is prohibited.

- 7. For each properly redeemed coupon, Reynolds Consumer Products will reimburse the following items:
  - a. Face value of coupons or in the case of a free goods coupon, a limit will be communicated to Reynolds Consumer Product's agent that represents the maximum reimbursement value of the coupon based on a representative market value. This maximum limit will also be 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, which is less than the maximum reimbursement value.
  - b. Up to 8¢ for handling each coupon properly redeemed; plus
  - c. Postage will be reimbursed at current uninsured rates. First Class U.S. postal rates will apply for shipments less than or equal to 13 ounces and United Parcel Service ground rates will apply for shipments which exceed 13 ounces. Overnight or special handling rate packaging or delivery charges will not be reimbursed by Reynolds Consumer Products. Reynolds Consumer Products will not reimburse for insurance costs. All clearinghouse fees and other costs are negotiated between the retailer and the clearinghouse and are covered by our handling fee.
  - d. No other service fee's, fines or penalties will be allowed.
- 8. Reynolds Consumer Products reserves the right to request evidence of proof of purchase and reserves the right to audit the coupon sorting and billing service of any retailer or any agent involved in the handling process. This includes, but is not limited to itemized invoices, product movement reports and other supporting data to verify actual customer transactions.
- 9. No deductions can be made from Reynolds Consumer Products product invoices by the retailer or wholesaler for amounts related to coupon redemption for any reason whatsoever. Such deductions for either whole or partial payments will not be accepted by Reynolds Consumer Products. If such deductions are made, Reynolds Consumer Products retains the right to invoice the retailer or wholesaler back for immediate payment and the retailer's or wholesaler's credit with Reynolds Consumer Products may be suspended, or shipments may be suspended until the amount is repaid. Failure to observe this requirement could result in claim of unfair price discrimination and subject the parties to legal action and retailer to revocation of its rights to redeem Reynolds Consumer Products coupons and/or its position as an authorized retailer of Reynolds Consumer Products.

- 10. Reynolds Consumer Products 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 coupons submitted
  - d. Submitted by a retailer whose address or business operations cannot be verified
  - e. Out of distribution area.
  - f. Have any other indications or misredemption
  - g. Not in accordance with this Policy
- 11. Reynolds Consumer Products 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 Reynolds Consumer Products will not be paid and will be returned to the submitter as "Foreigns."
- 12. The terms and conditions of coupon offers, which are 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 barcode.
- 13. Reynolds Consumer Products (or its agent) actual count of coupons received will be final and shall govern the payment of coupons under this Policy.
- 14. Any legal action against Reynolds Consumer Products arising from a Coupon submission must be commenced within one (1) year of the date of the Coupon submission is received or such claims shall be extinguished. Any such lawsuit shall be venued in a state or federal court located in Lake County, Illinois.
- 15. In the event that a retailer payment is denied, the retailer may appeal within six (6) months of the date of notification of the denial. Appeals received at the address indicated in paragraph 26 below after six (6) months will not be considered. No Post Audits shall be maintainable against Reynolds Consumer Products if conducted more than six months following the date on which the Coupon submission is received.
- 16. Coupons are non-assignable and are void if transferred from, sold, traded, or auctioned by their original recipient to any other person, firm or group. Reynolds Consumer Products does not permit the unauthorized distribution, collection, sale or assignment of its coupons for any reason. Reynolds Consumer Products coupons are not to be used in swap boxes, taped to product or otherwise made available to consumer outside their intended means of distribution. Coupons may not be gathered and distributed by any person or group for charitable fund-raising purposes, or otherwise used in any way except as described in Section 2.

- 17. Electronic clearing or any other exceptions to Reynolds Consumer Products standard process require prior written agreement.
- 18. If false or misleading verification information is provided on a questionnaire or other means to Reynolds Consumer Products, or a certified clearing house, redemption privileges with Reynolds Consumer Products may be permanently terminated. Any retailer who fails to submit a questionnaire to Reynolds Consumer Products redemption agent after two attempts are made to secure this information will be denied payment for any and all coupons submitted.
- 19. Each shipment of coupons will be considered as a whole and Reynolds Consumer Products reserves the right to refuse payment for an entire shipment if any portion of the shipment is found to be improperly redeemed.
- 20. All GMA guidelines, and CIC Voluntary Best Practices when applicable, are reflected, supported and adhered to in the processing for all coupons submitted by a retailer or their agent.
- 21. Coupons submitted for reimbursement become the property of Reynolds Consumer Products.
- 22. Under no circumstances will payments be issued to Post Office Boxes unless it is associated with an actual retail site.
- 23. Retailers who are out of business, do not sell Reynolds Consumer Products items, or have been convicted of any criminal offense associated with Reynolds Consumer Products promotions will not be reimbursed for any coupons submitted.
- 24. Reynolds Consumer Products guarantees that payment will be mailed 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.
- 25. Advertising and promotions developed and/or disseminated by the third parties and containing coupons for Reynolds Consumer Products items must be approved by Reynolds Consumer Products or will be treated as void.
- 26. 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 prosecution. Acceptance or redemption of any coupon shall not constitute a waiver of Reynolds Consumer Products right to seek enforcement of any portion of this Coupon Redemption Policy Agreement. Reynolds Consumer Products may, in its sole discretion, withhold payment until such time as the retailer or its agent complies 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:

Inmar Department #13700 1 Fawcett Drive Del Rio, TX 78840

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.

Inquiries may be directed to Inmar at: 1-800-285-7602.

Michael McMahon Senior Vice President Sales