

## KIMBERLY-CLARK CORPORATION COUPON REDEMPTION POLICY As of January 2021

This Coupon Redemption Policy (the "Policy") explains the terms and conditions under which Kimberly- Clark Corporation (K-C) and its brands will reimburse customers for coupons (both paper and digital).

Redemption of coupons and/or submission of coupons for reimbursement signifies acceptance of and compliance with the terms and conditions set forth herein, which are incorporated into all K-C coupons by reference and constitutes a binding enforceable agreement.

- 1. Coupons can be redeemed only through authorized retail outlets in the U.S., its territories and possessions, including U.S. military bases.
- 2. Coupons are redeemable only by a consumer purchasing the brand, package size(s) and quantity(ies) as indicated on the coupon. The face value of the coupon is deducted from the retail selling price. Multiple K-C coupons, including using a paper and digital coupon together, may not be applied against the purchase of the same item. There is a limit of two (2) identical coupons per household per day.
- 3. K-C 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
- 4. The consumer must pay any sales tax applicable to the purchase of the product.
- 5. Each shipment of paper coupons will be considered as a single submission and K-C reserves the right to refuse payment for an entire submission if any portion of the submission t is found to be improperly redeemed. Each coupon submission should include an invoice detailing the store name and address, date, invoice number, coupon quantity and value. Coupons submitted for reimbursement become the property of K-C.
- 6. Paper or digital coupons may not be reproduced, photocopied, mutilated, trimmed or altered in any way by the consumer, retailer or its agent. Coupons not issued or authorized by K-C (i.e. counterfeit or fake coupons) will not be paid and will not be returned to the submitter. Non-K-C coupons (i.e. coupons issued by other manufacturers) submitted to K-C will not be paid and returned to the submitter.
- 7. Coupons are non-assignable and are void if transferred from the original recipient to any other person or group prior to store redemption. K-C does not permit the unauthorized distribution, collection, sale, auction, trade or assignment of its coupons for any reason. Therefore, coupons are not to be used in swap boxes, gathered and distributed by any person or group for charitable fund-raising purposes, or otherwise used in any way except as described in this policy.
- 8. K-C will deny reimbursement for any coupons which exhibit signs of misredemption. Examples include, but are not limited to: gang cuts, similar cuts or tears, evidence of tape, mint condition, sequential number patterns, excessive or larger than normal quantities of coupons in single or multiple transactions, accuracy or quality issues in data files, excessive or unusual patterns of redemption, or point of sale overrides. K-C will notify retailer of any possible misredemption. Retailers who do not respond to repeated notification and/or do not demonstrate willingness to eliminate problem areas will be suspended from receiving reimbursement for K-C coupons
- 9. Upon request, retailers or wholesalers must produce satisfactory evidence of product purchase of sufficient stock to cover the coupons submitted for redemption. K-C reserves the right to audit the coupon sorting and billing service of any retailer or any agent involved in the handling process. K-C

may also require independent verification of transactional data to validate coupon reimbursement submissions.

- 10. Coupon redemption reimbursement or adjustments may not be deducted from K-C invoices or otherwise offset against amounts owed by the retailer to K-C. K-C reserves the right to withhold trade funds, and may consider suspending the retailer's or wholesaler's credit with K-C and/or shipments until the coupon deduction amounts are repaid.
- 11. K-C 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 (d) wholesaler-billing agent. Invoice deductions and deduction fees are not in compliance with K-C's Coupon Redemption Policy.
- 12. If you submit coupons through an authorized clearinghouse or agent, K-C will make payments to the order of the clearinghouse. Payment to the clearinghouse or agent constitutes full and final payment for the coupon submission and relieves K-C of any and all liability that may arise from non-performance on the part of the clearinghouse or agent, and further, you waive any right to pursue K-C due to the acts or omissions of your clearinghouse or agent.
- 13. K-C will reimburse paper coupon submissions for the face value of the coupon, or if the coupon calls for free merchandise, for your actual retail selling price (or maximum stated value, if applicable), plus a normal handling allowance of \$.08 per coupon. K-C will reimburse paperless (digital) coupon submissions for the face value of the coupon (or if free, your actual retail selling price or maximum stated value) with applicable handling fees.
- 14. K-C may establish different handling fees for different types of coupons and will notify retailers of such changes.
- 15. For paper coupons, K-C will reimburse for a reasonable postage or transportation, delivery and data management costs submitted to K-C or its agent.
- 16. For all coupons, all clearing house fees and other costs are negotiated between the retailer and the clearing house and are covered by our \$.08 per coupon handling fee. K-C will not pay for any administrative or consolidation fees incurred by the retailer or its agent.
- 17. Reimbursement will not be considered on paper coupon invoice claims older than six months from the published expiration date printed on the face of the coupon. Reimbursement will not be considered on paperless (digital) coupons invoice claims older than 30 days from the published expiration date of coupon.
- 18. If a variance occurs between your coupon invoice and our payment, it will be explained using the JICC chargeback reason codes. In the event a retailer payment is withheld, the retailer must appeal the decision to K-C within six (6) months of the date of the notification. Appeals made more than six (6) months from the date of notification will not be considered by K-C.
- 19. Any litigation involving coupon processing or payment must be filed and conducted within 12 months of the original date of notification or such claims shall be extinguished. Any litigation shall be held in an appropriate state or federal court located in the State of Wisconsin, and you hereby consent to this venue and acknowledge such court has personal jurisdiction over you for this matter.
- 20. Coupon (paper and paperless) submissions and expiration dates will be enforced, in accordance with GMA, FMI and JICC trade association guidelines, with reasonable time allowed for processing. K-C requires paperless (digital) coupon submissions to be in industry standard formats when transmitting data.
- 21. Retailers or their agents suspected of any type of coupon fraud will be referred to the appropriate legal authorities for review and investigative purposes. It may be FRAUD to present coupons for redemption other than as provided by this Coupon Redemption Policy.
- 22. The failure by K-C to enforce any terms or conditions shall not be deemed a waiver of any terms or conditions.

- 23. Failure to comply with the requirements of this policy may at K-C's option void all coupons submitted for reimbursement and K-C may retain all such coupons without payment or other obligation owing to you.
- 24. Coupons are void if taxed, restricted, or prohibited by law.
- 25. All applicable IRS reporting requirements, including obtaining an appropriate taxpayer identification number, must be complied with.
- 26. The cash redemption value of each coupon is 1/20 of one cent.

Any questions concerning this coupon redemption policy or claims for payment should be addressed to:

Kimberly-Clark c/o NCH Marketing Services, Inc.

155 Pfingsten Road, Suite 200

Deerfield, IL 60015

OR CALL: 1-800-833-7096

For redemption of coupons, send to:

Kimberly-Clark Corporation #1112

NCH Marketing

P.O. Box 880001

El Paso, TX 88588-0001