Molson Coors Beverage Co LLC Coupon Reimbursement Policy

Effective: October 1, 2020

This Molson Coors Beverage CO LCC ("Molson Coors") Coupon Redemption Policy ("Policy") provides the terms and conditions for the reimbursement of Molson Coors coupons by retailer. Any request for reimbursement of Molson Coors coupons for payment signifies your acceptance and compliance with this Policy. No other document will modify or change any terms and conditions set forth in this Policy.

The following terms and conditions apply to all coupon redemption activities:

Redemption at the Store

- 1) A coupon is redeemable only at a licensed retailer's place of business by a consumer of legal drinking age, purchasing the Molson Coors brand/package(s) ("Product") specified on the face of the coupon (and any cross-merchandise product, as applicable), during the specified redemption period. The retailer will deduct the face value of the coupon from the retail selling price of the Product.
- 2) There is a limit of one coupon per purchase of any single Product, as specified on the face of the coupon. Multiple coupons (two or more, in any form including using a paper and a digital coupon together) may not be applied against the purchase of the same Product.
- 3) Paper coupons are void and will not be reimbursed by Molson Coors if reproduced, photocopied, mutilated, trimmed or altered in any way by the retailer. This prohibition expressly includes, without limitation, coupons transferred from their original receipt to any other person, entity, firm or group prior to store redemption through a coupon club or other coupon exchange programs or any other means. Molson Coors reserves the right to confiscate and forward any coupons classified as non-reimbursable to enforcement agencies for review.
- 4) Digital coupons are void and will not be reimbursed if they exhibit signs of misuse, including, but not limited to: accuracy or quality issues in data files; excessive or unusual patterns of redemption; use of multiple coupons (digital and paper) for a single Product purchase; and excessive "make good" coupons or point of sale overrides. See below for additional guidance on digital coupons.
- 5) All Molson Coors coupons can only be redeemed by consumers at retail locations located in states in the United States and on U.S. Military bases where the coupons are valid. Please review the coupon terms to determine if any offer is valid in a particular state.
- 6) The consumer is required to pay any applicable sales tax on the Product purchase.
- 7) All Molson Coors coupons are void if taxed, restricted, or prohibited by law.

Payment Processing

8) The retailer must not accept coupons from the consumer after the expiration date printed on the

coupon. The retailer shall have **90 days** after the printed expiration on the coupon to submit any coupons to Molson Coors or the appropriate fulfillment agency. All reimbursement requests must be postmarked on or before the 90 day mark. For items not postmarked on or before the 90 day mark, Molson Coors may choose not reimburse the retailer for coupons, to be determined in Molson Coors sole discretion based on extenuating circumstances.

- 9) Molson Coors will only accept properly redeemed and identified coupons: (a) directly from the retailer; or (b) through an authorized (i) retailer clearinghouse, (ii) retailer billing agent, or (iii) wholesaler billing agent. NCH is Molson Coors preferred fulfillment house for coupon reimbursement processing.
- 10) Retailers will be reimbursed for the following items:
 - a. The face value of the coupon. If the coupon calls for free merchandise from the retailer's establishment, the amount reimbursed to the retailer will be the retailers retail selling price of the item (up to the stated maximum value printed on the coupon); and
 - b. Reasonable out-of-pocket costs incurred for handling and physical transportation of the coupons to Molson Coors or its designated agent. The costs will be reimbursed as follows:
 - Molson Coors may establish different handling fees for different types of coupons; and
 - ii. For paper coupons, retailer acknowledges Molson Coors will reimburse for the most cost efficient ground transportation for the last leg of the shipment from the U.S. point of origin to Molson Coors. For all coupons, any clearinghouse fees and other costs are negotiated between the retailer and the clearinghouse and are covered by the handling fee.
 - c. Molson Coors will not pay for any administrative or consolidated fees and, except as described below, Molson Coors will not pay any other charges that retailers or their agent (if one is used) may assess on or in lieu of such pass-through/out-of-pocket expenses.
- 11) Coupon reimbursement and coupon adjustments CANNOT be deducted from payment of any Product invoices or purchase orders. Reimbursement for the redemption of Molson Coors coupons will only be made by Molson Coors' authorized agent to clearinghouses recognized by Molson Coors as authorized agents of retailers of Molson Coors Products.
- 12) Molson Coors reserves the right to audit the coupon sorting and billing service of any retailer or any agent involved in the handling process.
- 13) Each shipment of coupons will be considered as a whole and Molson Coors reserves the right to refuse payment for an entire shipment if any portion of the shipment is found to be improperly redeemed. Coupons submitted for reimbursement become the property of Molson Coors.

- 14) The submitting retailer is responsible for complying with all applicable IRS reporting requirements. The retailer must include its federal taxpayer identification number when submitting coupons for reimbursement.
- 15) To be reimbursed for valid coupons issued by Molson Coors, retailers must send hard copies of the used coupons to:

Molson Coors NCH Marketing Services P.O. Box 880244 El Paso, TX 88588-0244

- 16) Failure to observe these terms and conditions for proper redemption may, at the sole option of Molson Coors, void all coupons submitted for reimbursement and all coupons may be retained as property of Molson Coors without payment. Molson Coors reserves the right to forward coupons, which Molson Coors judges to be redeemed improperly, to law enforcement agencies for their review and investigative purposes.
- 17) Questions regarding payment processing should be directed to NCH Fulfillment at the number identified at the end of this Policy.

Digital Coupons

- 18) Retailers and/or intermediary agents may qualify for participation in Molson Coors digital coupon promotions with written agreement by Molson Coors. Requirements include, but are not limited to: (a) consistently high quality coupon submissions; (b) ability to meet industry standard data transmittal requirements; (c) ability to provide point of sale data; and (d) acceptance of digital coupon requirements and terms.
- 19) Molson Coors 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.

Payment Denials

- 20) It is FRAUD to present coupons for reimbursement other than as provided by this Policy and could result in prosecution under applicable laws, including but not limited to the U.S. Mail Fraud Statutes.
- 21) If Molson Coors suspects any fraudulent use of coupons by a retailer, including but not limited to higher than normal industry reimbursement requests, Molson Coors reserves the right to request evidence of proof of purchase to show that sufficient Product inventory was purchased to cover coupons submitted for reimbursement, or alternately place the retailer on a no-pay status. If this occurs, Molson Coors or its agency will notify the retailer of the status in writing and providing a mechanism for dispute resolution. If Molson Coors elects to place a retailer on a proof of purchase plan, the retailer must demonstrate to Molson Coors that retailer has purchased sufficient Product inventory (as well as any cross merchandised product, if applicable) to support the amount of coupons submitted. Further the

- amount of coupons submitted should not exceed the normal industry redemption figures to be determined by Molson Coors in its reasonable discretion.
- 22) If false or misleading verification information is provided on a questionnaire to Molson Coors, or a certified clearinghouse, redemption privileges with Molson Coors may be permanently terminated.

Miscellaneous Terms

- 23) It is the responsibility of each retailer to make sure all personnel in its organization and its agents comply with this Policy.
- 24) Any use not consistent with these terms and conditions will be treated as a material breach of this Policy. Acceptance or redemption of any coupon will not constitute a waiver of Molson Coors' right to seek enforcement of any portion of this Policy.
- 25) Any lawsuit involving coupon processing or payment disputes must be brought within 12 months of the original date of coupon reimbursement payment or initial denial of any reimbursement request, or such claims will be deemed extinguished. Any such lawsuit must be filed and conducted in a state or federal court located in the state of Illinois. Each party will be responsible for its own attorneys' fees and costs.
- 26) Molson Coors reserves the right to change or terminate this Policy at any time upon notice.

For questions concerning this Policy or claims for payment, please call the NCH Response Line to speak with a NCH specialist.

1-800-833-7096