

COUPON REDEMPTION POLICY

This Coupon Redemption Policy (the "Policy") explains the terms and conditions under which Revlon Consumer Products Corporation and its brands and subsidiaries (collectively, "Revlon") will reimburse customers for coupons (both paper and paperless).

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 Revlon coupons by reference and constitute a binding enforceable agreement.

REDEMPTION

- 1. Coupons are redeemable only by a consumer purchasing the product(s) indicated on the face of the coupon, including, but not limited to the brand, item, quantity and size(s) indicated on the coupon.
- 2. Individual coupon value may not exceed the cost of the item to which it is applied. The face value of the coupon is deducted from the retail selling price. No cash back or credit is provided if coupon exceeds the selling price.
- 3. For "Buy One, Get One" coupons, the free or discounted item must be the item of equal or lesser value than the full-price item purchased.
- 4. Only one coupon shall be honored for each item purchased. Multiple Revlon coupons (including paper and digital coupons) may not be applied against the purchase of the same item. No more than one (1) identical coupon may be used per purchase and per customer.
- 5. All coupons must be legible with a scannable bar code. Coupons may not be reproduced, photocopied, mass cut, or altered or edited in any way.
- 6. Coupons must not be accepted from a consumer outside of the redemption window printed on the face of the coupon.
- 7. Coupons must be presented at time of purchase. Coupons presented after the purchase transaction has been completed will not be honored.



- 8. The consumer must pay any applicable sales tax.
- 9. Coupons are non-assignable and are void if transferred from their original recipient to any other person, firm or group. Revlon does not permit the unauthorized distribution, collection, sale, including on-line sales or assignment of its coupons for any reason.
- 10. Coupons are only redeemable by consumers at retail locations located within the United States., its territories and at U.S. Military bases.
- 11. The terms and conditions of a coupon offer are clearly indicated on the face of the coupon and set forth the offer and the intent of the manufacturer. Any technical issues, conflicts, limitations, or scanning problems in the bar code do not alter the intent of the coupon.
- 12. It is the retailer's responsibility to ensure that their employees, agents and contractors comply with this Coupon Redemption Policy.
- 13. Coupons are void if taxed, restricted, or prohibited by law.
- 14. Any use not consistent with these terms shall be treated as a material breach of this Policy and may constitute fraud or violate other laws.

SUBMISSION AND PAYMENT

- 1. To submit coupons for payment by Revlon, send properly redeemed coupons to NCH Marketing Services, P.O. Box 880001, El Paso, TX 88588-0001.
- 2. Coupons received by NCH Marketing Services ("NCH") more than three (3) months (90 days) after the expiration date on the face of the coupon will not be honored.
- 3. On Revlon's behalf, NCH will accept properly redeemed and identified coupons directly from the retailer, through a retailer clearinghouse, or through a retailer-billing agent. Submissions by outside agencies, groups, or unauthorized intermediaries will not be accepted.
- 4. Compliance with all applicable IRS reporting requirements is required.
- 5. Revlon will reimburse retailers for the face value of each properly redeemed coupon (or if



coupon calls for free merchandise, for the documented selling price (of the qualifying item of equal or lesser value) at the time coupon is redeemed by the consumer up to any maximum value printed on the face of the coupon), plus up to \$0.08 (8 cents) handling allowance (the "Handling Fee") for each properly redeemed coupon. If no documented selling price is provided for a free item, then Revlon will reimburse the retailer at Revlon's default price for that particular coupon. No allowance will be paid exceeding the maximum value printed on the coupon.

- 6. The Handling Fee constitutes full and complete compensation for the customary and reasonable expenses incurred in processing the coupons from point of sale to redemption at Revlon's clearinghouse. All other expenses, such as clearinghouse fees and handling charges or costs negotiated between a retailer and its clearinghouse are not the responsibility of Revlon and cannot be passed through to Revlon. Retailers will not be reimbursed for any additional fees, including without limitation any administrative, consolidation fees, or other up charges that retailer or its agent may assess on or in lieu of such pass-through/out-of-pocket expenses.
- 7. No deductions can be made from Revlon invoices or purchase orders by the retailer for amounts related to coupon redemption. If such unauthorized deductions are made, the retailer's credit with Revlon may be suspended and/or shipments may be suspended and/or the retailer's promotional funding may be reduced to offset any and all unauthorized coupon related deduction balances until the amount is repaid.
- 8. Upon request, retailers must provide Revlon with evidence of purchase of sufficient stock of the brands and sizes to cover coupons submitted for payment.
- 9. Revlon reserves the right to audit the coupon sorting and billing service of any retailer or any agent involved in the handling process and retailer agrees to cooperate with such audit, including without limitation, providing access to any relevant information in the possession of such retailer or agent. All books and records relating to the foregoing shall be retained for a period of two (2) years following the expiration of the coupons.
- 10. Revlon will deny reimbursement for any coupons which exhibit signs of misredemption. Examples include, but are not limited to counterfeit, gang cuts, 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. Revlon or its agent 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 may, at Revlon's sole



discretion, be suspended from receiving reimbursement for Revlon coupons.

- 11. Coupons not issued or authorized by Revlon (e.g., counterfeit or fake coupons) will not be paid.
- 12. Revlon 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.
- 13. Each shipment of coupons shall be considered as a whole and Revlon reserves the right to refuse payment for an entire shipment if any portion of the shipment is found to be improperly redeemed.
- 14. All coupons submitted may be retained as property of Revlon and Revlon reserves the right to forward coupons that Revlon judges to be misredeemed to law enforcement agencies.
- 15. Acceptance or redemption of any coupon shall not constitute a waiver of Revlon's right to seek enforcement of any portion of this Policy. Failure by Revlon or its agents to enforce any terms or conditions hereof shall not be deemed a waiver of them. Revlon 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 cessation of business relationship.
- 16. Revlon will not honor coupons submitted by retailers for products purchased from sources outside of Revlon's normal channel of distribution. Coupons redeemed on salvage, damaged, close-out or diverted product will not be honored.
- 17. Revlon will only accept properly redeemed and identified digital coupons (paperless coupons) in industry approved electronic format in accordance with these redemption terms and conditions. Redemptions will be managed through our centralized redemption process with NCH Marketing Services. Direct submissions from individual retailers will not be accepted.
- 18. It is fraud to redeem or submit coupons other than as provided by this Redemption Policy.
- 19. Retailers shall indemnify, defend and hold harmless Revlon and each of its respective officers, agents, employees, successors and assigns, from and against any and all claims, demands, regulatory proceedings, and/or causes of action, and all damages, liabilities, costs (including settlement costs and additional contract or cancellation costs) and



expenses associated therewith (including, but not limited to, reasonable attorneys' fees), to the extent that they arise from any breach of any of the terms, conditions, representations or warranties set forth in this Policy.

- 20. Any payment dispute shall be brought within six (6) months of the original date of coupon payment. Claims after six (6) months will not be considered.
- 21. Any legal action involving coupon processing disputes shall be brought within twelve (12) months of the original date of coupon payment or such claims shall be deemed extinguished. Any such legal action shall be filed and conducted in a state or federal court located in the State of New York. Each party shall be responsible for its own attorney's fees and costs.
- 22. Disclosure of redemption data to a third party by a retailer or intermediary agents is prohibited.

This Coupon Redemption Policy is effective as of the date indicated below and supersedes all prior Revlon policies with respect to the redemption of coupons. Revlon reserves the right, in its sole discretion and without prior notice to any party, to modify, revise or eliminate any of the provisions hereof.

Dated: March 10, 2020