



Sanofi Consumer Healthcare

COUPON REDEMPTION POLICY

Effective May 4, 2022

This Coupon Policy establishes all terms and conditions under which Sanofi Consumer Healthcare ("Sanofi CHC") will reimburse retailers for Coupon Redemption.

This Policy governs the redemption terms relating to the coupons made available by Sanofi CHC for the purchase of the following Sanofi CHC brands: ACT, Allegra, Aspercreme, Capsazin, Cortizone10, Dulcolax, Gold Bond, Icy Hot, Nasacort, Rolaid's, Selsun Blue, Unisom, Xyzal, and Zantac360°. Please note the above list is subject to change without notice, e.g. due to acquisitions and/or divestitures.

By submitting Sanofi CHC coupons for redemption, the retailer and the redemption agent are agreeing to comply with the Sanofi CHC Coupon Policy (herein "Policy") as set forth herein.

It is the retailer's responsibility to ensure its employees and agents are aware of and in compliance with this policy.

1.0 Coupon Details

Coupons are void where prohibited, taxed, or otherwise restricted.

The cash redemption value of each Coupon is 1/100 of 1 cent.

Coupons are non-assignable and are void if transferred, bought, sold, traded, exchanged for cash, other coupons, or certificates, or auctioned, from their original recipient to any other person, firm, or group or charitable organization prior to store redemption, or if photo-copied, reproduced, or altered in any way. Sanofi CHC does not permit the unauthorized distribution, collection, sale, or assignment of its coupons for any reason. Therefore, Coupons are not to be used in swap boxes, taped to product, or placed on hooks near Sanofi products, gathered and distributed by a person or group for fundraising purposes, offered for sale or distribution via marketplace websites (e.g. eBay, Facebook, etc.) or otherwise used in anyway except as described in this policy.

Coupons are to be used toward the purchase of products for individual consumer use only and should not be accepted by any Retailer for product that will be resold. Coupons redeemed on salvaged, damaged, close-out or diverted product will not be honored.

Coupons may be issued by Sanofi CHC in the form of a paper coupon (a "Print Coupon") or through digital means, known as a digital or paperless coupon (a "Digital Coupon"). A Digital Coupon shall be issued only through a Sanofi CHC-authorized digital provider to a unique consumer id, which shall be tied to a particular Retailer.

2.0 Redemption Procedure

Coupons are redeemable only when presented by a consumer purchasing the brand(s), size(s), quantity(ies), flavors(s) and variety(ies) of product(s) indicated on the Coupon at the time of transaction with the face value of the Coupon deducted from the Retailer's then current selling price or, in the case of a free goods Coupon, the lesser of the Retailer's then current selling price and the maximum allowable amount specified on the Coupon.

Coupons are redeemable by authorized retailers only located in the fifty states comprising the United States of America, the District of Columbia, U.S. territories and possessions, and U.S. military installations worldwide, including any A.P.O. and F.P.O. or as otherwise restricted on the coupon.

Only one Sanofi CHC distributed coupon shall be honored for each item purchased. Multiple Sanofi CHC coupons (two or more, in any form including using a Print Coupon and/or Digital Coupon together) may not be applied against the purchase of a single item, and a maximum of two identical Coupons may be redeemed for two identical items in a single transaction. Total value of the coupons should not exceed the value of the transaction. The number of coupons should not exceed the number of items in the transaction.

Coupons will include an expiration date. No Coupon may be redeemed after the expiration date set forth on such Coupon.

The consumer is required to pay any sales tax applicable to the product(s) being purchased.

3.0 Processing Coupons for Payment

Properly redeemed and identified Coupons must be submitted: (1) directly by the Retailer that redeemed the Coupons, or (2) through a Clearinghouse authorized and approved by Sanofi CHC's processing agent. Submission by unauthorized intermediary agents will not be accepted.

Electronic clearing or any other exceptions to Sanofi CHC's standard process requires prior written agreement from Sanofi CHC.

Digital redemptions will be managed through Sanofi CHCs centralized redemption process with NCH Marketing Services, our exclusive Manufacturing Redemption Agent.

Direct submissions from individual retailers, especially in the paperless environment (due to technology and communication requirements) is not scalable or efficient long term and will not be accepted. Sanofi CHC 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. All Coupon redemption information should be forwarded by the participating Retailer to its Clearinghouse prior to sending on to Sanofi CHC's processing agent. All applicable IRS reporting requirements, including obtaining an appropriate taxpayer identification number, must be complied with.

Send properly redeemed coupons to:

Sanofi CHC/Chattem, Inc 1050
NCH Marketing Services
P.O. Box 880001
El Paso, TX 88588-0001

Sanofi CHC's processing agent may request completion of a questionnaire to facilitate the payment process. Providing false or misleading information in a questionnaire submitted to Sanofi CHC, its processing agent or a Clearinghouse may result in the termination of redemption privileges. Any Retailer who fails to complete and submit a questionnaire to the Sanofi CHC processing agent after two requests may be denied payment for any and all coupons submitted. Sanofi CHC reserves the right to forward Coupons to law enforcement agencies for review and investigation as Sanofi CHC may deem appropriate. Each shipment of Coupons will be considered as a whole and Sanofi CHC reserves the right to refuse payment for an entire shipment if any portion of the shipment is found to be improperly redeemed.

4.0 Coupon Reimbursement

Retailers will be reimbursed for the following items (and only these items):

- Face value of Coupons if the coupon calls for free merchandise, for your retail selling price up to the stated maximum value printed on the coupon. If the Retailer does not write a price in the retail price

box, a predetermined default value based on a representative market value determined by Sanofi CHC will be used. Reimbursement shall not exceed either the amount stated on the Coupon or the predetermined default value as described herein.

- Sanofi CHC will allow \$0.08 for each properly redeemed coupon, which fully covers all costs associated with handling/processing coupons, including but not limited to front end handling by the retailer, Store to headquarters accounting, Store occupancy, Sundry loss, Cost of funds, Coupon processing, special handling, invoice preparation and process, deduction, or other fees.
- For paper coupons, Sanofi CHC will reimburse up to \$.04 for postage, transportation, delivery or data management costs submitted to Sanofi CHC or its agent for handling/processing.

The above items represent the only amounts for which retailers will be reimbursed. Sanofi CHC may establish different handling fees for different types of coupons and will notify retailers of such changes.

The Customer reimbursement amount above represents full and complete compensation (including postage, shipping and transportation) to the Customer and its agents for the customary and reasonable expenses incurred in processing the coupons from point of sale to redemption at Sanofi CHC's clearinghouse.

Claims for any consumer coupon-related expenses and/or fees, other than those expressly identified in this Policy, will be marked invalid and considered unauthorized deductions. Unauthorized deductions that are deemed uncollectable will be charged against Customer trade funds or invoiced to Customer for payment. Retailers shall not take unauthorized deductions from Sanofi CHC's product invoices for any amounts relating directly or indirectly to coupon redemptions such as Coupon reimbursement, post audit claims, penalties and deduction fees. If such deductions are made, the Retailer's credit with Sanofi CHC may be suspended or shipments may be suspended until the amount is repaid including any penalties and/or deduction fees.

Invoices for Print Coupons received by Sanofi CHC more than six (6) months after the expiration date on the Coupon will not be honored. Invoices for Digital Coupons must be presented to Sanofi CHC's processing agent within 30 days after the expiration of the Coupons.

Sanofi CHC reserves the right, in its sole discretion, to withdraw and/or refuse payments for any Print Coupon or Digital Coupon offer and to modify or terminate any Code and/or consumer's participation at any time due to fraud or errors including but not limited to counterfeiting, unauthorized distribution, significant data errors or system security breaches.

5.0 Coupon Reimbursement Dispute or Denial

Sanofi CHC reserves the right to deny reimbursement, retain, mark, and declare void any Coupons and/or Codes presented for redemption that are:

- In mint, mass, gang or similar cut or torn condition;
- In sequential number patterns, or contain evidence of tape, or are in excessive or larger than normal quantities in single or multiple transactions that would indicate the Coupons were used to purchase products for resale and not for individual consumer use;
- Altered or appear to be reproductions;
- Submitted in a uniform mix (multiple submissions of a single Coupon or the same quantity of several different Coupons);
- Not supported by sufficient Retailer stock to cover the number and types of Coupons submitted for redemption;
- Not supported by itemized invoices showing sufficient purchases of products of the Retailer within the normal redemption cycle to cover the Coupons presented for payment. On request, retailers must provide Sanofi CHC with legitimate proof-of-purchase invoices for any amounts relating directly or indirectly to coupon redemption, to verify actual consumer transactions for the period involved;
- Submitted by a Retailer whose address or business operations cannot be verified;
- Redeemed in a different area from their original distribution area (out of area Coupons);
- Published elsewhere without written permission from Sanofi CHC;

- Accepted from the consumer after the stated expiration date;
- Deemed to have any other indications of misredemption;
- Not in accordance with this Policy

Sanofi CHC will deny reimbursement for Coupons/Codes which exhibit signs of misredemption, including, but not limited to: accuracy or quality issues in data files, excessive or unusual patterns or redemption, use of multiple Coupons for the purchase of a single item or use of more than two identical Coupons for the purchase of more than two of the same item, and excessive "make good" Coupons or point of sale overrides.

Failure to provide Sanofi with legitimate proof-of-purchase will deem all coupons null and void and payment for such coupons will be withheld. Handwritten invoices or invoices from salvaged merchandise suppliers or diverters will not be honored as legitimate proof-of-purchase. If false or misleading verification information is provided to Sanofi, or the certified clearinghouse, redemption privileges with Sanofi CHC may be permanently terminated.

The Sanofi CHC processing agent's count of Coupons received will be final and shall govern the payment of Coupons under this Policy.

In the event a Retailer payment is denied, the Retailer may appeal within six (6) months of the date of submission. Appeals should be forwarded in writing to the corresponding address below. Lack of action within six months of any variance constitutes your agreement with the denial or adjustment, as applicable

Appeals received after six (6) months will not be considered. Appeals can be directed to calling Customer Relations 1-800-833-7096

6.0 General

Sanofi CHC reserves the right to audit the Coupon sorting or billing service of any Retailer, Clearinghouse, or agent involved in the handling or submission of Coupons. Sanofi CHC reserves the right to deal directly with all Retailers on all matters pertaining to any Coupon submission.

Sanofi CHC's sole obligation hereunder is limited to reimbursing Retailer the amount described for all Coupons redeemed by Retailer if valid and redeemed in accordance with the terms hereof. In no event shall Sanofi CHC's liability hereunder exceed the amount described for all valid Coupons submitted by Retailer in accordance with the terms hereof.

Any use of Coupons by a Retailer not consistent with these terms shall be regarded as a material breach and may constitute fraud, and Sanofi CHC, at its sole option, may void all Coupons such Retailer submits for redemption. Submission of Coupons not legitimately redeemed could result in prosecution under U.S. mail and/or computer fraud statutes. Sanofi CHC reserves the right to forward coupons, which Sanofi CHC judges to be misredeemed, to law enforcement agencies or the Coupon Information Center for their review and investigative purposes.

Retailer coupon policies and practice should not reimburse the coupon value, whether in the form of cash, a gift card, or original form of payment, when a consumer returns an item where a manufacturer coupon was used.

This Policy will be governed and construed in accordance with the federal laws of the United States and the state laws of Tennessee. Any action or proceeding brought by any party hereto which is related to this Policy or any Coupon(s) shall be brought in a federal or state court having proper subject matter jurisdiction and governing Tennessee.

Any legal action hereunder must be brought within one (1) year of the particular submission date giving rise to the cause of action or such claims will be deemed extinguished. Each party shall be responsible for its own attorneys' fees and costs.

Sanofi CHC's failure to enforce any terms or conditions of this Policy shall not constitute a waiver of them by Sanofi CHC. No custom or practice of the parties at variance with the terms of this Policy will constitute a waiver of such party's right to demand exact compliance with the terms hereof.

This Policy may only be altered or modified by Sanofi CHC; moreover, Sanofi CHC reserves the right, in its sole discretion, and without prior notice to any party, to modify, revise or eliminate any of the provisions of this Policy.

Should any provision(s) of this Policy be declared invalid for any reason, such decision shall not affect the validity of any other provisions, which other provisions shall remain in force and effect as if this Policy had been agreed to with the invalid provision(s) eliminated.