

**TERMS AND CONDITIONS FOR RUNNING PROMOTIONS ON P&G BRANDS**

1. Promotions will be executed as documented in the relevant promotion agreement. P&G UK reserves the right (and recognises the customer's rights in this respect) to change the promotion contents in the light of changed market conditions.
2. Promotional funds are provided by P&G for the activity documented in the relevant promotion agreement, which specifies the mechanic of the promotion including but not limited to, duration, points of sale, geographical scope, and will be subject to proof of performance.
3. Should the customer choose to vary the terms of the promotion, whilst retaining the same mechanic, so that the depth of promotion available to the consumer is lower than that proposed by P&G, then P&G shall be entitled to withhold part of the funding and substitute a lower redemption rate per item sold to reflect the reduced offer to the consumer.
4. Should the customer choose to vary the terms of the promotion, whilst retaining the same mechanic, so that the depth of promotion available to the consumer is greater than that proposed by P&G, then P&G shall only fund the promotion to the level that P&G had estimated for internal budget control based on expected consumer redemption rates for the original P&G proposal.
5. Should the customer choose to vary the terms of the promotion including a change in mechanic and the revised mechanic is not consistent with the promotional strategy adopted by P&G for the relevant brand then P&G shall be entitled to withhold all or part of the funding.
6. Payment by P&G UK for promotional activity is, in addition to the above, subject to performance by the customer of the agreed activity which has been designed to meet P&G's strategic plan for its products. The anticipated product volume and consequential funding liabilities of the parties have been based on the assumed complete performance by the customer as agreed and P&G reserves the right to withhold all or part payment in case of non compliance with or changes to either a part or all of the agreed activity.
7. Payment for promotions by P&G UK will be made by BACS or cheque following receipt of a valid promotional invoice, which should be submitted to P&G UK no later than 6 calendar months following the month in which the promotion ends. P&G UK cannot accept liability for invoices or claims received later than this stipulated period.
8. Invoices for the consumer element of promotions such as multibuys and special offers that are scanned at the checkout must be supported by

EPOS data showing unit sales by week of the promoted item. Where a payment limit has been agreed for the maximum P&G UK contribution to such events, payout will be made up to this limit as verified by EPOS data.

9. Promotional funding is made available by P&G UK to support promotional activities on products purchased direct from P&G UK only.
10. In the event of a dispute or disagreement as to the level of consumer sales attracting promotional discounts for a particular activity, P&G UK reserves the right to appoint an independent third party to audit the detailed EPOS records to resolve such a dispute. In the event that the customer refuses to allow an audit, P&G UK are entitled to withhold payment of the promotional invoices.
11. P&G UK's liability for the funding of the consumer offer component of retailer promotions, as set out in the promotion agreement, is limited to normal retail shopping transactions by bona fide consumers in stores. It excludes reimbursements for transactions between the customer and other retailers, traders or agents involving the selling on of a P&G product that is in receipt of promotional support monies, in bulk (full or part cases). All such transactions will be deemed a breach of this agreement, and P&G will not accept liability for any costs associated with them.
12. No changes to these terms and conditions shall apply unless agreed in writing by P&G UK and the customer.