

BLUETRITON BRANDS, INC. COUPON REDEMPTION POLICY

This Coupon Redemption Policy and the legal copy on BlueTriton Brands, Inc. (“BlueTriton”) coupons state the only terms and conditions under which BlueTriton will reimburse its customers for coupon submissions (“Policy”). BlueTriton coupons may be redeemed for the purchase of BlueTriton products where the point of sale occurs at a physical retail establishment (“Coupons”) and the online purchase codes made available by BlueTriton for the purchase of BlueTriton products where the point of sale occurs online (the “Code(s)”). Such Coupons or Codes may only be redeemed at participating retail merchants selling BlueTriton products (a “Retailer”). BY SUBMITTING ANY COUPON FOR REDEMPTION AND/OR PROCESSING ANY CODE, A RETAILER AND ITS COUPON CLEARINGHOUSE (“CLEARINGHOUSE”) IF ANY, AGREE TO BE BOUND BY THIS POLICY. SUBMISSION OF COUPONS OR CODES FOR REDEMPTION SIGNIFIES ACCEPTANCE AND COMPLIANCE WITH THE TERMS AND CONDITIONS PRINTED ON SUCH COUPON AND THE TERMS AND CONDITIONS SET FORTH BELOW, WHICH ARE INCORPORATED INTO ALL COUPONS AND/OR CODES BY REFERENCE. EACH SUBMISSION OF COUPONS TO BLUETRITON’S PROCESSING AGENT CREATES A BINDING AND ENFORCEABLE AGREEMENT TO HONOR THIS POLICY AND THE TERMS AND CONDITIONS OF THE COUPON. IT IS RETAILER’S RESPONSIBILITY TO ENSURE ITS EMPLOYEES AND AGENTS ARE AWARE OF AND IN COMPLIANCE WITH THIS POLICY.

1. COUPONS

- A. Coupons are redeemable only in the United States of America, including 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.
- B. Coupons are void where prohibited, taxed or otherwise restricted by law; or when reproduced, altered, transferred from or sold by their original recipient to any other person, firm or group.
- C. Coupons may be issued by BlueTriton 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 BlueTriton authorized digital provider to a unique consumer id, which is tied to a particular Retailer.
- D. BlueTriton does not authorize Digital Coupons for display on mobile phones.

2. CODES

- A. A Code must be entered at checkout to receive discount.
- B. Codes are not valid in conjunction with any other BlueTriton Coupon or offer and are void where taxed, prohibited and restricted. No adjustments to prior purchases shall be made.
- C. Codes are not valid for cash.
- D. Codes are only valid for orders placed on the website authorized by BlueTriton as indicated in the terms thereof, with a shipping and billing address in the continental U.S.
- E. Codes may not be published elsewhere without written permission from BlueTriton.

3. REDEMPTION

- A. Coupons are redeemable only when consumers purchase the brands/sizes/quantities indicated prior to the expiration date and retailers subtract the face value from the retail price of the BlueTriton product, 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.
- B. Multiple BlueTriton coupons (in any form including a Print Coupon and/or a Digital Coupon) may not be applied against the purchase of a single item, and a maximum of four identical Coupons may be redeemed for four identical items in a single transaction.
- C. No Coupon may be redeemed after the expiration date set forth on the Coupon.
- D. Invoices for Print Coupons received for reimbursement more than six (6) months after the expiration date on the Coupon will not be honored. Invoices for Digital Coupons must be presented to BlueTriton's processing agent within 30 days after the expiration of the Coupon.
- E. Consumers must pay any sales tax applicable to the product being purchased.

4. PROCESSING COUPONS FOR PAYMENT

- A. Properly redeemed Coupons must be submitted directly by the Retailer or through an authorized clearinghouse only. Submission by an unauthorized intermediary agent will not be accepted. BlueTriton 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. All Coupon redemption information should be forwarded by the participating Retailer to its Clearinghouse prior to sending to BlueTriton's processing agent.
- B. For each properly redeemed Coupon, BlueTriton will reimburse as follows:
 - (i) Face value of the Coupon or, in case of a free goods Coupon, the lesser of the Retailers' then current selling price and the maximum allowable amount specified 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 BlueTriton will be used. Reimbursement shall not exceed either the amount stated on the Coupon or the predetermined default value as described herein.
 - (ii) Plus the handling fee as stated on the Coupon properly redeemed.
 - (iii) Plus reasonable, actual direct ground postage from Retailer to BlueTriton's processing agent or from Retailer's Clearinghouse to BlueTriton's processing agent. No additional fees will be accepted or paid.
- C. BlueTriton 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 customer's participation at any time due to fraud or errors including, but not limited to counterfeiting, unauthorized distribution, significant data errors or security system breaches.
- D. BlueTriton reserves the right to deny reimbursement, retain, mark and declare void any Coupon and/or Codes presented for redemption that are:
 - (i) In mint/mass/gang or similar cut or torn condition;
 - (ii) 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 that the Coupons were used to purchase products for resale and not for individual consumer use;

- (iii) Altered or appear to be reproductions;
- (iv) Submitted in a uniform mix (multiple submissions of a single Coupon or the same quantity of several different Coupons);
- (v) Not supported by sufficient Retailer stock to cover the number and types of Coupons submitted for redemption;
- (vi) 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;
- (vii) Submitted by a Retailer whose address or business operations cannot be verified;
- (viii) Accepted from the consumer after the stated expiration date
- (ix) Coupons or Codes which exhibit signs of mis-redemption or
- (x) Not in accordance with this Policy.

BlueTriton reserves the right to forward any such Coupon to enforcement authorities to review.

- E. On request, Retailers must provide BlueTriton or its processing agent with proof of purchase of the BlueTriton products sufficient to cover the Coupons presented for payment.
- F. Coupon reimbursement, post audit claims, penalties and deduction fees may not be deducted from BlueTriton invoices. If deductions are made, the Retailer's credit may be suspended or shipments may be suspended until the amount is repaid including any penalties and/or deduction fees.
- G. Properly deemed Printed Coupons should be sent to:

Inmar Brand Solutions Dept # 41585
Mfr Rcv Office
801 Union Pacific Blvd., Ste 5
Laredo, TX 78045

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

5. AUDIT OF RETAILER'S RECORDS

BlueTriton 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. BlueTriton reserves the right to deal directly with all Retailers on all matters pertaining to any Coupon submission.

6. DENIAL OF PAYMENT

In the event a Retailer payment is denied, the Retailer may appeal this decision within six (6) months of the date of submission. Lack of action within six (6) months constitutes your agreement with the denial. Appeals received after six (6) months will not be considered. To appeal a decision, Retailer may call 800-285-7602 or send to:

BlueTriton Brands, Dept 41585
Mfr Rcv Office
801 Union Pacific Blvd. Ste. 5
Laredo, TX 78045

7. LIMITATION OF LIABILITY

BlueTriton's sole obligation hereunder is limited to reimbursing Retailer the amount described in Section 4(B) for all Coupons redeemed by Retailer if valid and redeemed in accordance with the terms hereof. In no event shall BlueTriton's liability hereunder exceed the amount described in Section 4(B) for all valid Coupons submitted by Retailer in accordance with the terms hereof.

8. MISCELLANEOUS

- A. Any use of Coupons by a Retailer not consistent with these terms shall be regarded as a material breach and may constitute fraud, and BlueTriton at its sole discretion may void all Coupons such Retailer submits for redemption. Submission of Coupons not legitimately redeemed could result in prosecution under US mail and/or computer fraud statutes.
- B. This Policy is governed and construed in accordance with the federal laws of the United States and the state laws of the State of Delaware. 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 New Castle County, Delaware.
- C. Any legal action hereunder must be brought within one (1) year of the particular submission date giving rise to the cause of action.
- D. BlueTriton's failure to enforce any terms or conditions of this Policy shall not constitute a waiver of them by BlueTriton. No custom or practice of the parties will constitute a waiver of such party's right to demand compliance with the terms hereof.
- E. BlueTriton 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. It is the Retailer's responsibility to obtain updated copies of this Policy.
- F. Should any provisions of this Policy be declared invalid for any reason, such decision shall not affect the validity of any other provision which will remain in force and effect as if this Policy had been agreed to with the invalid provision(s) eliminated.