

Coupon Redemption Policy

Updated January 8, 2007

Dear Retailer:

This Coupon Redemption Policy and the legal copy on Foster's Wine Estates coupons state the only terms and conditions under which Foster's Wine Estates will reimburse its customers for coupon submissions ("Policy"). Your acceptance and redemption of coupons for Foster's Wine Estates products constitutes your acceptance of and binding agreement with all the terms and conditions in this Policy. It is the retailer's responsibility to ensure its employees are aware of and in compliance with this Policy.

Redemption of Foster's Wine Estates coupons in accordance with all terms and conditions of this Policy authorizes you to receive appropriate payment for properly redeemed coupons. Appropriate payment will equal face value or the retail selling price up to the maximum indicated on Foster's Wine Estates coupons for free merchandise, plus the handling fee stated on Foster's Wine Estates coupons, and reasonable postage, as further defined below. Foster's Wine Estates will not pay additional fees and charges. Payment amounts for Foster's Wine Estates coupons should not be deducted from payment of any Foster's Wine Estates product invoices. Such deductions for either whole or partial payment amounts will not be accepted by Foster's Wine Estates and will be added to your next invoice for immediate payment.

1. Coupons are redeemable only in the United States of America
2. 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 a Foster's Wine Estates product.
3. Retailers must submit coupons for reimbursement within 90 days after the expiration date of the coupon.
4. Consumer must pay any and all applicable taxes. Coupon cash value 1/100¢.
5. Only one coupon may be accepted by the retailer per Foster's Wine Estates product purchased.
6. Coupons are void where prohibited, taxed or restricted by law; or when reproduced, altered, or transferred from or sold by their original recipient to any other person, firm or group.
7. For each properly redeemed coupon, retailers will be reimbursed for the face value, or the retail selling price up to the maximum indicated on Foster's Wine Estates coupons for free merchandise, plus the handling fee as stated on each Foster's Wine Estates coupon and reasonable postage (further defined below). No additional fees will be accepted or paid.
8. Postage will be reimbursed at current actual uninsured rates. First Class U.S. postal rates will apply for shipments less than or equal to 13 ounces and United Parcel Service ground rates will apply for shipments which exceed 13 ounces.
9. Foster's Wine Estates' (or its agent's) actual count of coupons received will be final and shall govern the payment of coupons under this Policy.

10. Foster's Wine Estates reserves the right to deny reimbursement, retain and declare void any coupons presented for redemption when the following conditions occur: coupons are in mint/mass cut condition, or uniform mix coupons are submitted for reimbursement; retailer has insufficient stock to cover the number and types of coupons submitted; inability to verify retailer's address or business operations; or redemptions that are not in accordance with this Policy. Further, Foster's Wine Estates reserves the right to forward any such coupons to enforcement authorities for review.
11. On request, retailers must provide Foster's Wine Estates with proof of purchase of Foster's Wine Estates products sufficient to cover coupons presented for payment.
12. Coupon payments may not be deducted from payments of Foster's Wine Estate's product invoices.
13. Properly redeemed coupons must be submitted directly by the retailer or through an authorized clearinghouse only. Submission by unauthorized intermediary agents will not be accepted.
14. In the event a retailer payment is withheld, the retailer must appeal this decision of Foster's Wine Estates within six (6) months of the date of the notification of non-payment. Appeals made after six (6) months will not be honored by Foster's Wine Estates.
15. Any inconsistent use of this Policy constitutes fraud and, in addition to other legal remedies at the option of Foster's Wine Estates, may void all coupons submitted for reimbursement and coupons may be retained by Foster's Wine Estates without payment.
16. Failure to enforce any terms or conditions of this Policy shall not constitute waiver of such provision or any other provision by Foster's Wine Estates. Foster's Wine Estates 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.

Send properly redeemed Foster's Wine Estates coupons to:

Foster's Wine Estates
CMS Dept. 89819
1 Fawcett Drive
Del Rio, TX 78840

Sincerely,

Foster's Wine Estates