



By submitting PepsiCo coupons for reimbursement, you are representing that consumers in retail transactions presented PepsiCo coupons to you and that you, the retailer, reduced your selling price by the corresponding amounts stated on the coupons. Your acceptance and redemption of PepsiCo issued coupons also signifies your compliance with the following terms and conditions set forth below, which are incorporated into all coupons issued by PepsiCo and its subsidiaries and affiliates (Quaker Oats, Tropicana, Frito-Lay and Pepsi Cola North America):

1. Coupons are redeemable only when consumers have presented them to the retailer in retail transactions for the specified brands, products, flavors, sizes or quantities of PepsiCo product(s) as stipulated in the coupons.
2. Coupons cannot be accepted when consumers are purchasing PepsiCo product for the purpose of resale.
3. Consumers are required to pay any sales tax charged in connection with the purchase of PepsiCo product.
4. Coupons cannot be accepted from consumers beyond the applicable coupon expiration date. Retailers submitting coupons more than 180 days beyond expiration shall render the coupons void and release PepsiCo from its redemption obligations.
5. For each properly redeemed coupon, PepsiCo will reimburse you, the retailer, as follows:
  - A) Face value of each coupon (not to exceed its maximum stated value), and
  - B) \$.08 cents for handling each properly redeemed coupon, and
  - C) Postage cost not to exceed actual and reasonable shipping expense, or U.S. Postal ground rate for bulk shipping.
6. PepsiCo reserves the right to request proof of purchase to show that sufficient stock of PepsiCo product was purchased to justify the number of coupons submitted. PepsiCo reserves the right to audit any coupon sorting or billing service of any retailer or agent that processes PepsiCo coupons. This includes, but is not limited to, itemized invoices, product movement reports and other supporting data to verify actual customer transactions.
7. PepsiCo reserves the right to deny or refuse reimbursement and declare void any coupons presented for redemption that either:
  - a) Bear no evidence of consumer handling (e.g. mint condition, mass cutting, etc.)
  - b) Are not supported by proof of purchase upon request.
  - c) Are submitted by a retailer whose address or business operation cannot be verified.
  - d) Are redeemed outside of the authorized distribution area for such coupon.
  - e) Have not been redeemed in accordance with performance policy or
  - f) Are deemed by PepsiCo to be counterfeit AND the retailer has received prior notification of such determination.
8. PepsiCo reserves the right to forward any questionable coupons to law enforcement authorities for review.
9. PepsiCo coupons cannot be utilized as a settlement tool for trade-related activities. Trade-related activities are defined as coupons redeemed in lieu of damaged or expired product, price reductions, loading or discontinued product.
10. Coupons are redeemable only within the United States, Puerto Rico, the District of Columbia, territories and possessions of the United States and in U.S. military installations worldwide, including A.P.O. and F.P.O.'s, or as otherwise restricted on the coupon.
11. Coupons are void where prohibited, taxed, or otherwise restricted by law. Retailer agrees and acknowledges that any claim or legal action against PepsiCo arising from a coupon submission must be commenced within one (1) year of the date that the retailer submits the applicable coupons to PepsiCo. Any claims received or actions commenced after such one year period shall be deemed waived.
12. Unless authorized in writing by a PepsiCo representative, PepsiCo coupons are rendered void if used in a swap box, taped to product, or otherwise made available to consumers outside their intended means of distribution. PepsiCo coupons cannot be transferred, assigned or sold and are void if transferred from the original owner, sold, traded, or auctioned by their original recipients to any other person, firm or group.
13. Retailers that fail to submit a questionnaire to PepsiCo's authorized redemption agent (Carolina Manufacturer Services) will be denied payment for any and all coupons submitted until verification has been completed