

## COUPON REDEMPTION POLICY

By submitting Tampico Beverages, Inc. (“Tampico”) coupons for reimbursement, you are representing that consumers in retail transactions presented Tampico manufacturer’s coupons to you and that you, the retailer, reduced your selling price by the corresponding amounts stated on the coupons. Proper store redemption authorizes retailers to submit coupons for reimbursement to Tampico or its authorized agent. Your acceptance and redemption of Tampico issued coupons also signifies your agreement to comply with this Coupon Redemption Policy (“Policy”), effective December 6, 2012, which is in addition to any other terms included on coupons issued by Tampico. You agree that:

1. Coupons are redeemable only when individual consumers have presented them to the retailer in retail transactions for the specified brands, products, flavors, sizes or quantities of Tampico product(s) as indicated in the coupons, and only in accordance with the terms set forth on the face of the coupon and in this Policy. The face value of the coupon should be deducted from the retail selling price.
2. Coupons cannot be accepted when consumers are purchasing Tampico product for the purpose of resale.
3. Consumers are required to pay any sales tax charged in connection with the purchase of Tampico product.
4. Coupons cannot be accepted from consumers beyond the applicable coupon expiration date. Retailers must submit coupons for reimbursement within 180 days after the expiration date of the coupon.
5. For each properly redeemed coupon, Tampico will reimburse you, the retailer, as follows:
  - a. Face value of each coupon or, if a coupon calls for free merchandise, for the retail selling price (up to the stated maximum amount) and postage at a reasonable rate as described below. Tampico will not pay for any administrative or consolidation fees and, except as expressly provided for in this Policy, will not pay any other charges that a retailer or retailer agent may assess on or in lieu of any pass-through/out-of-pocket expenses.
  - b. \$.08 cents for handling each properly redeemed coupon.
  - c. Retailers who use a clearinghouse or billing agent will be reimbursed at the rate of \$5.00 per thousand coupons redeemed and properly submitted in accordance with this Policy.
  - d. No other fees will be reimbursed.
6. Coupon reimbursements, coupon adjustments and coupon handling/redemption charges may not be deducted from product invoice payments. Invoice deductions for coupon costs/charges/remittances are expressly prohibited by this Policy.

7. Tampico will not be responsible for any additional coupon promotion costs, including, without limitation, costs associated with “coupon doubling” or “coupon tripling” promotions.
8. Tampico’s or Tampico’s authorized agent’s actual count of coupons received will be final and will govern the payment of coupons under this Policy.
9. Tampico reserves the right to request proof of purchase to show that sufficient stock of Tampico product was purchased to justify the number of coupons submitted. Tampico or its authorized agent, as a condition of payment for submitted coupons, reserves the right to deal directly with retailers on all matters pertaining to any coupon submission and to audit any coupon sorting or billing service of any retailer or agent that processes Tampico coupons submitted for payment. This includes, but is not limited to, itemized invoices, product movement reports and other supporting data to verify actual customer transactions.
10. Retailer must not accept and Tampico reserves the right to deny, retain or refuse reimbursement and declare void any coupons presented for redemption when, without limitation, the following conditions occur:
  - a. Coupons have been reproduced, numbered or altered in any way, as determined by Tampico in its sole discretion;
  - b. Mint/mass cut condition or sequentially numbered coupons have been submitted for reimbursement;
  - c. Coupons have been improperly redeemed, in Tampico’s sole discretion, including, for example:
    - i. Coupons that have not been supported by proof of purchase upon request.
    - ii. Coupons have been redeemed outside of the authorized distribution area for such coupon.
  - d. Coupons have been submitted by a retailer whose address or business operation cannot be verified.
  - e. There is insufficient stock to cover the number and type of coupons that have been submitted;
  - f. The redemption procedure, in Tampico’s sole discretion, has not been in accordance with the terms of this Policy or is otherwise incorrect or fraudulent; or
  - g. Coupons have been deemed by Tampico to be counterfeit or modified AND the retailer has received prior notification of such determination.

Further, Retailers must not cut, submit or accept un-circulated or mass cut coupons on their own behalf.

IN CONSIDERATION FOR SUBMITTING COUPONS FOR REDEMPTION, RETAILERS AGREE THAT FAILURE TO OBSERVE THESE TERMS AND CONDITIONS FOR PROPER REDEMPTION MAY, AT THE SOLE OPTION AND DISCRETION OF TAMPICO, VOID ALL COUPONS SUBMITTED FOR REIMBURSEMENT AND ALL COUPONS MAY BE RETAINED AS PROPERTY OF TAMPICO, WITHOUT PAYMENT.

11. Tampico reserves the right to forward any questionable coupons to law enforcement authorities for review.
12. Tampico 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.
13. 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.
14. Properly redeemed and identified coupons must be submitted by the retailer directly or through the clearinghouse or authorized intermediaries. Coupons will not be honored if presented through unauthorized persons or companies. Coupons will be considered void when presented by an agency or broker not authorized by Tampico or Tampico's authorized agent.
15. Parties submitting coupons for redemption must comply with all applicable laws and regulations, including IRS reporting requirements.
16. The cash redemption value of each coupon is 1/100 of one cent.
17. Coupons are void where prohibited by law. In submitting coupons for redemption, Retailers agree that any and all disputes arising out of or connected with, directly or indirectly, the redemption of, processing of or payment for Tampico coupons, or arising out of or connected with this, will be brought within three (3) months of the date that the retailer submits the applicable coupons to Tampico, or such claim(s) will be considered extinguished for all purposes and will not be honored. Any such claim will be filed and adjudicated in a state or federal court located in Cook County, Illinois and will be governed by the substantive laws (exclusive of its conflicts of laws provisions) of the State of Illinois. Each party will be responsible for its own attorneys' fees and costs.
18. Unless authorized in writing by a Tampico representative, Tampico coupons are rendered void if used in a swap box, taped to product, gathered and distributed by any person or group for charitable fund raising purposes, or otherwise made available to consumers outside their intended means of distribution. Tampico 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 prior to store redemption.
19. Retailers that fail to submit a questionnaire to Tampico's authorized redemption agent (currently, Carolina Manufacturer's Services, Inc., an Inmar company) will be denied payment for any and all coupons submitted until verification has been completed.
20. It is FRAUD to present coupons for redemption inconsistent with this Policy AND MAY BE PUNISHABLE BY LAW. Tampico and its authorized agent reserve the right to

forward submitted coupons to law enforcement agencies. Failure to cooperate with Tampico in any investigation related to coupons or the redemption thereof may result in liability to the retailer.

21. For reimbursement in accordance with this Policy, send properly redeemed coupons to the address indicated on the coupon. Retailer should include with each coupon shipment an invoice with retailer's store name and address, and showing quantities and values of coupons submitted for redemption. All shipments become Tampico's property. Other than APO and FPO post office addresses, under no circumstances will payments be issued to any other P.O. Boxes.

Any questions concerning coupon submissions, payments, and/or retailer verification should be directed to Inmar at 1-800-285-7602.

22. Tampico may revise this Policy at any time, in its sole discretion.

23. NOTWITHSTANDING ANY COURSE OF DEALINGS BETWEEN TAMPICO AND ANY RETAILER, NO PURCHASE ORDER, INVOICE, RETAILER-POLICY OR SIMILAR DOCUMENT WILL BE CONSTRUED TO MODIFY ANY OF THE TERMS OF THIS POLICY. THIS POLICY SUPERSEDES ANY PRIOR TAMPICO POLICY ON COUPON REDEMPTION AND ANY RETAILER OR THIRD PARTY PROCESSING AGENT TERMS REGARDING REDEMPTION OF COUPONS. NO PURCHASE ORDER, INVOICE, RETAILER OR AGENT POLICY OR SIMILAR DOCUMENT WILL BE CONSTRUED TO MODIFY ANY OF THE TERMS OF THIS POLICY AND CONTRARY TERMS OF ANY RETAILER OR THIRD PARTY PROCESSING AGENT POLICY ARE EXPRESSLY REJECTED. FAILURE TO ENFORCE ANY TERM OR CONDITION HEREOF WILL NOT BE DEEMED A WAIVER OF SUCH TERM OR CONDITION.