

This redemption policy (the “Agreement”) governs the redemption of any Green Mountain Coffee Roasters, Inc. (GMCR) coupons by its retailers or other customers. The submission of GMCR coupons (both paper and digital) for redemption indicates your acceptance and compliance with the Agreement and with any terms and conditions outlined on printed coupons, which are incorporated into all GMCR coupons by reference. This Agreement may be modified at any time by GMCR and in GMCR’s sole discretion. It is the retailer’s responsibility to ensure its employees are aware of and in compliance with this Agreement. No purchase order, invoice, retailer-policy, or similar document shall be construed to modify any of the terms of this Agreement. **THE ACCEPTANCE AND REDEMPTION OF GMCR COUPONS CONSTITUTES A BINDING AGREEMENT TO HONOR THE FOLLOWING COUPON REQUIREMENTS:**

1. Coupons are redeemable only by consumers purchasing the model, flavor, quantity, and/or size of the specific brands and products stated on the coupon. Retailers then subtract the face value of the coupon from the retail price of a GMCR product. Multiple GMCR coupons (two or more) may not be applied against the purchase of the same item.
2. Coupons are not authorized for use when the consumer is purchasing products for resale.
3. Coupons may not be reproduced, photocopied, mutilated, trimmed or altered in any way by the retailer or consumer.
4. Consumers are required to pay any sales tax charged in connection with the purchase of the product. Coupons are void if taxed, restricted, or prohibited by law.
5. Coupons shall not be accepted from a consumer after the stated expiration date. Only coupons received by GMCR within six months (180 days) of the expiration date on the face of the coupon will be honored.
6. Coupons are non-assignable and are void if transferred from their original recipient to any other person, firm or group. GMCR does not permit the unauthorized distribution, collection, sale, or assignment of its coupons for any reason. Therefore, coupons are not to be used in swap boxes, taped to product or placed on hooks near GMCR products, gathered and distributed by any person or group for charitable fund-raising purposes, or otherwise used in any way except as permitted by this Agreement.
7. Advertising and promotions developed and/or disseminated by third parties and containing coupons for GMCR products must be approved by GMCR or will be treated as void.
8. GMCR will reimburse the following items for each properly redeemed coupon: (a) face value of the coupon or if the coupon provides for free merchandise, GMCR shall reimburse the retail selling price but only up to the printed maximum value contained on the coupon; (b) 8¢ for processing each properly redeemed coupon (the 8¢ is intended to cover the following costs: front-end handling by the retailer, store to headquarters accounting, store occupancy, sundry loss, cost of funds, and coupon processing which covers any special handling, invoice preparation, or other fees); and (c) reasonable out-of-pocket costs incurred for the physical transportation of the coupons to GMCR or to our authorized agent. GMCR will not provide for any administrative or consolidation fees and, except as described below, GMCR will not pay any other upcharges that you or your agent may assess on or in lieu of such pass-through/out-of-pocket expenses. The cash redemption value of each coupon is 1/100 of one cent. Transportation costs will be reimbursed as follows: i) retailers who sort the coupons redeemed and submit them directly without the use of any third party agent, will be reimbursed for incurred reasonable postage (i.e. first class mail insured) or other shipping charges, as indicated on the package received and ii) for those retailers that are using a clearinghouse or billing agent, please contact Inmar Promotion Services at (800)

285-7602 for current postal reimbursement rates. All applicable IRS reporting requirements, including obtaining an appropriate taxpayer identification number must be complied with by retailer and its agent. GMCR's (or its agent's) actual count of coupons received will be final and shall govern the payment of coupons under this Agreement.

9. Coupon payments may not be deducted from payments of GMCR's product invoices.
10. GMCR reserves the right to request evidence of proof of purchase and reserves the right to audit the coupon sorting and billing service of any retailer or any agent involved in the handling process. This includes, but is not limited to itemized invoices, product movement reports and other supporting data to verify actual customer transactions. Coupon claimed amounts, reimbursements and coupon adjustments cannot be deducted from product invoices or purchase orders. Invoice deductions and deduction fees are not in compliance with GMCR's redemption policy and any attempt to take such deductions may, at the sole option of GMCR, void all coupons submitted for reimbursement.
11. GMCR reserves the right to deny reimbursement, retain, mark, and declare void any coupons presented for redemption that are: in mass cut condition, submitted in a uniform mix, not supported by the retailer with sufficient stock to cover the number and types of coupons submitted, submitted by a retailer whose address or business operations cannot be verified, out of distribution area, have any other indications of misredemption, or not in accordance with this Agreement.
12. GMCR reserves the right to request evidence of proof of purchase to show that sufficient stock was purchased within the last 90 days to justify the number of coupons submitted and reserves the right to audit the coupon sorting and billing service of any retailer or any agent involved in the handling process. Any failure to comply may void all coupons submitted.
13. Disclosure of GMCR redemption data to a third party by a retailer or intermediary party is prohibited.
14. Applicable Jurisdiction: Any lawsuit involving coupon processing or payment disputes shall be brought within 12 months of the original date of coupon payment or such claims shall be deemed extinguished. Any such lawsuit shall be filed and conducted in a state or federal court located in Boston, MA. Each party shall be responsible for its own attorneys' fees and costs.
15. Coupons are good only in the fifty United States, Puerto Rico, the District of Columbia, its territories and possessions and in US military installations worldwide including A.P.O.'s, and F.P.O.'s or as otherwise restricted on the coupon.
16. Failure to observe these terms and conditions for proper redemption may, at the option of GMCR, void all coupons submitted for reimbursement, and all coupons may be retained as property of GMCR without payment. GMCR reserves the right to forward coupons which GMCR judges to be misredeemed, to law enforcement agencies for their review and investigative purposes.
17. Send properly redeemed GMCR coupons to:
CMS Dept 99555
One Fawcett Drive
Del Rio, TX 78840
18. **YOU AGREE THAT FAILURE TO OBSERVE THESE TERMS AND CONDITIONS FOR PROPER REDEMPTION MAY AT THE SOLE OPTION OF GMCR VOID ALL COUPONS SUBMITTED FOR REIMBURSEMENT AND ALL COUPONS MAY BE RETAINED AS PROPERTY OF GMCR, WITHOUT PAYMENT. THE EXERCISE OR WAIVER, IN WHOLE**

OR IN PART, OF ANY RIGHT, REMEDY OR DUTY PROVIDED FOR IN THIS AGREEMENT WILL NOT CONSTITUTE THE WAIVER OF ANY PRIOR, CONCURRENT OR SUBSEQUENT RIGHT, REMEDY OR DUTY UNDER THIS AGREEMENT.