



NuMark LLC
Coupon Redemption Policy
(Effective May 2012)

NuMark LLC (“NuMark”) Coupons help Retailers grow their business by providing value to Adult Consumers who purchase NuMark Products. NuMark encourages Retailers to accept NuMark Coupons to help build brand and store loyalty. NuMark requires Retailers to abide by the Coupon Redemption Policy in acceptance and submission of NuMark Coupons.

Definitions:

Adult Consumer – A tobacco consumer of legal age to purchase NuMark Product in the state or locality in which the purchase occurs.

Excessive NuMark Coupon Redemption – Any redemption in excess of payment limits established based on the Retailer’s NuMark volume and the prevailing marketplace coupon redemption rate for the particular NuMark brand.

Payment Limit Determination – A decision reached by NuMark based on an analysis of the Retailer’s coupon redemption history and the current period coupon submission that the coupon reimbursement amount requested exceeds the prevailing marketplace coupon redemption rate for one or more particular NuMark brands.

NuMark Coupon – A document issued by NuMark that may be exchanged by an Adult Consumer for a discount on NuMark Products purchased at retail.

NuMark Product – Smokeless tobacco brands marketed and sold by NuMark and intended for resale in the United States domestic market or United States Military outlets.

NuMark Trade Policy – Policies that, in conjunction with trade programs offered by NuMark, including but not limited to, the NuMark Retail Program, govern the sale and distribution of NuMark Products.

Retailer – Store that accepts NuMark coupons for redemption pursuant to a face-to-face transaction with an Adult Consumer.

Sales Transaction Data – Electronic sales scan data or sales transaction detail (which includes coupons) reported on a spreadsheet or equivalent data file compiled from Retailer’s daily sales records.

Policy Elements:

1. Retailer's submission of coupons for redemption signifies acceptance of NuMark Coupon Redemption Policy.
2. NuMark Coupons are intended for Adult Consumers only.
3. Retailer may accept a NuMark Coupon only if presented in a face-to-face transaction with the Adult consumer. Retailer may not accept NuMark Coupons for other than the NuMark Product specified on the face of the NuMark Coupon.
4. Retailer may accept only one NuMark Coupon per NuMark Product purchased, unless the NuMark Coupon terms indicate otherwise.
5. An Adult Consumer redeeming NuMark Coupons in connection with the purchase of NuMark Product is responsible for all applicable sales tax except in the case of coupons submitted during any such suspension.
6. Retailers suspended from eligibility from NuMark trade programs or eligibility for promotional offerings are ineligible for NuMark Coupon redemption of coupons submitted during any such suspension.
7. NuMark coupons are good only within, and only for NuMark Product manufactured and intended for sale in, the United States domestic market and U.S. Military outlets, except where restricted or prohibited by law.
8. NuMark reserves the right to reject any coupons submitted for reimbursement that NuMark determines, in its sole discretion, to have been assigned, transferred, reproduced, altered or improperly redeemed.
9. NuMark's count of NuMark Coupons received from Retailer shall be final and will govern the amount of payment made to Retailer.
10. Retailer may not deduct outstanding coupon reimbursements from any monies owed by retailer to NuMark.
11. Unless otherwise instructed by NuMark, Retailer may not accept NuMark Coupons submitted by Adult Consumers after the expiration date printed on the NuMark Coupon and NuMark will not reimburse NuMark Coupons submitted by Retailer later than four months after the NuMark Coupon expiration date.
12. The maximum reimbursement for which Retailers are eligible is the total of the NuMark Coupon face value, the specific handling fee stated on the NuMark Coupon and postage. For a NuMark Coupon reflecting a free product offer, Retailers are eligible to be reimbursed the retail sale price including sales tax and specific handling fee stated on the NuMark Coupon. **If the amount claimed for reimbursement in connection with a free NuMark Product offer is deemed by NuMark to be excessive based on prevailing market prices, NuMark will withhold the amount in excess of the prevailing market price from the Retailer's NuMark Coupon payment.** If the Retailer provides acceptable proof of NuMark Product sales price, NuMark will reimburse the Retailer for the amount withheld.

13. Postage will be reimbursed based on the current U.S. Postal Service Table or the current U.S. Postal Service Rate Chart and the weight of the package.
14. NuMark reserves the right to request and review information and documentation sufficient to verify Retailer's compliance with the NuMark Coupon Redemption Policy. Such information includes, but is not limited to, Retailer's purchases and sales associated with the respective NuMark Coupon transactions. Acceptable sales transaction data must list NuMark Product by
 - Brand name and description of the NuMark brand sold
 - Brand name and description of the NuMark Coupon
 - Quantity and type of the unit (e.g. pack, carton, can, roll) sold
 - Sale transaction quantity and dollar amount
 - NuMark Coupon quantity and dollar amount

Retailers must retain at least the most current three (3) months of Sales Transaction Data. Any cost associated with collecting, maintaining or supplying the requested information and documentation, including postage, is the Retailer's responsibility.

15. NuMark reserves the right to hold payments to Retailers for excessive NuMark Coupon Redemption.
16. All Retailer claims submitted to NuMark for unpaid NuMark Coupon balances must be made within one year of the NuMark Coupon submission. Retailers may not submit claims to NuMark requesting payment for NuMark Coupons that NuMark has not paid as a result of the Retailer's violation of any NuMark Trade Policy or trade program.
17. Retailer must ensure that all personnel within the Retailer's organization comply with this NuMark Coupon Redemption Policy. Compliance failures of Retailer's personnel are attributable to the Retailer.
18. Failure to comply with the terms and conditions of this NuMark Coupon Redemption Policy, as determined by NuMark, in its sole discretion, may result in the rejection of all coupons submitted for payment and prohibition of Retailer's redemption of NuMark Coupons in the future.
19. NuMark may change or terminate this NuMark Coupon Redemption Policy at any time upon notice.

20. Retailer or its approved clearinghouse should send properly redeemed coupons to:

NuMark LLC
CMS Department# 97100
1 Fawcett Drive
Del Rio, TX 78840

Questions concerning this policy or claims for payment should be direct to CMS. The toll free number is: (1-800-769-6449).