

ADDRESSES

COMPANY	ADDRESS FOR SUBMISSIONS	INQUIRIES ABOUT THE POLICY OR PAYMENTS
R.J. Reynolds Tobacco Company	R.J. Reynolds Tobacco Company DEPT. # 12300 1 FAWCETT DRIVE DEL RIO, TX 78840 Or for U.S. POSTAL SERVICE ONLY: R.J. Reynolds Tobacco Company DEPT. # 12300 P.O. BOX 426009 DEL RIO, TX 78842-6009	Toll Free: 1-800-974-2227
American Snuff Company, LLC	American Snuff Company, LLC DEPT. # 71737 1 FAWCETT DRIVE DEL RIO, TX 78840	Toll Free: 1-800-974-2227
Santa Fe Natural Tobacco Company	Santa Fe Natural Tobacco Company Dept. # 47995 1 FAWCETT DRIVE DEL RIO, TX 78840	Toll Free: 1-800-285-7602
R.J. Reynolds Vapor Co.	R.J. Reynolds Vapor Co. DEPT. # 49205 1 FAWCETT DRIVE DEL RIO, TX 78840	Toll Free: 1-800-974-2227

ATTENTION RETAILERS

This Coupon Redemption Policy (the "Policy") contains the terms and conditions under which (1) R.J. Reynolds Tobacco Company, (2) American Snuff Company, LLC, (3) Santa Fe Natural Tobacco Company, and (4) R.J. Reynolds Vapor Co. (individually and/or collectively these four companies are referred to herein as the "Issuer") will pay a Retailer for coupon and/or gift certificate (hereafter collectively "Coupons") submissions. By submitting a Coupon for payment, a Retailer agrees to the terms and conditions (1) of this Policy and (2) printed on the Coupon.



In this document:

- Proper Coupon Redemption from Consumers
- Submitting Coupons that are "Improper"
- Information Requests from Issuer
- Improper Submission/ Redemption Privileges
- Additional Terms and Conditions
- Submission of Coupons and Payments

COUPON REDEMPTION FOR RETAILERS



A. Proper Coupon Redemption From Consumers

Retailer may only redeem a Coupon if it is presented by a legal age tobacco consumer in a face-to-face transaction for the purchase of the specific brand(s) and style(s) of tobacco product(s) shown on the face of the Coupon.

- Retailer must redeem the Coupon before any expiration date stated on the Coupon.
- The consumer must pay applicable sales tax on the purchased tobacco product unless otherwise stated on the Coupon.
- The consumer may redeem only one Coupon per tobacco product purchased.

Only Retailers (including military bases) located in the United States may redeem Coupons.

B. Submitting Coupons for Payment that Are "Improper for Redemption"

By submitting a Coupon for payment, Retailer represents that (1) a bona fide consumer presented the Coupon to Retailer for redemption during the course of a purchase of a tobacco product and (2) to the best of Retailer's knowledge, the Coupon is not "improper for redemption" as defined herein. Issuer will consider a Coupon to be "improper for redemption" for the following reasons:

1. Coupon is counterfeit.
2. Coupon has been reproduced in any way.
3. Coupon has been trimmed or otherwise altered in any way.
4. Coupon's physical condition (as determined in the sole discretion of Issuer) suggests that it is improper for redemption. Examples include, but are not limited to, the following:
 - a) Gang Cut/Gang Torn – one or more sides of Coupons have matching cuts or tears.
 - b) Counterfeit - Coupons are of a different print quality than those distributed by Issuer.
 - c) Mint Condition - Coupons appear not to have been circulated.
 - d) Washed Appearance - Coupons appear to have been washed in order to look aged.

B. Submitting Coupons, cont.

5. Coupon has been transferred from its original recipient to any person, firm or group. Issuer does not permit the unauthorized distribution, collection, sale, or assignment of Coupons for any reason.
6. Coupon has not been redeemed by an adult tobacco consumer for personal consumption.
7. Coupon has not been redeemed in a face-to-face transaction. Issuer will not redeem Coupons for product sold via mail, telephone, Internet, etcetera.
8. Coupon has been redeemed in a location or fashion that is prohibited by law.
9. Issuer, in its sole discretion, determines that Retailer's purchases or sales of Issuer's tobacco products are inconsistent with the number of Coupons submitted for payment.
10. Coupon received by Issuer more than three months after the expiration date printed on the Coupon.
11. Issuer reserves the right to determine, in its sole discretion, that a Coupon is improper for redemption for reasons not listed herein.

Issuer will deny payment for all Coupons that Issuer determines, in its sole discretion, are improper for redemption.

C. Information Requests From Issuer

Retailer must furnish, upon request, information related to Retailer's purchases and/or sales of Issuer's tobacco products. All costs incurred by Retailer to satisfy this requirement shall be borne by Retailer. Examples of information that Issuer might request include but are not limited to:

- Invoices showing Retailer's purchases of Issuer's tobacco products during the period when consumers redeemed the coupons.
- Register sales tapes, Z-tapes, scan data, etcetera, related to retail sales of Issuer's tobacco products.
- Any information Issuer deems necessary to verify Retailer's request for payment and adherence to the Policy.

Issuer will deny payment for all Coupons submitted by Retailer if (1) Retailer fails to furnish all information requested by Issuer or (2) Issuer determines in its sole discretion that Retailer's purchases or sales of Issuer's tobacco products are inconsistent with the number of coupons submitted to Issuer for payment.

D. Improper Submission and Redemption Privileges

It may be fraudulent or otherwise unlawful to attempt to obtain payment for a Coupon that is improper for redemption in violation of this Policy. If a Retailer seeks payment for a Coupon that is improper for redemption, Issuer may in its sole discretion do any or all of the following:

- Void all Coupons submitted for payment.
- Retain all Coupons submitted for payment, as the sole property of Issuer, without payment.
- Seek to recoup any or all Coupon payments to Retailer through legal action or by withholding coupon, discounting, or other payments.
- Submit information and materials to law enforcement authorities for review.
- Temporarily or permanently revoke Retailer's redemption privileges.

In addition, Issuer may permanently revoke Retailer's redemption privileges and/or deny payment for all Coupons for any of the following reasons:

- An owner, employee, or agent of Retailer is arrested, indicted, or convicted of criminal conduct relating to the sale of tobacco products.
- Retailer submits any Coupons specially issued by Issuer in cooperation with any law enforcement investigation.
- Issuer determines that Retailer has falsified any information supplied to Issuer.
- Issuer may modify this Policy at any time.

E. Additional Terms & Conditions

1. Retailer may not deduct any amount, as payment for Coupons, from any amount owed to Issuer.
2. Coupons are void if taxed, restricted, or prohibited by law.
3. Retailer must comply with all applicable IRS reporting requirements including obtaining an appropriate taxpayer identification number.
4. No civil action asserting any legal or equitable claims related in any way to Coupons may be commenced against Issuer more than one year after the date when the cause of action accrued; any such claims commenced later than the one year period shall be deemed to be time-barred.
5. Failure to enforce any terms or conditions herein shall not be deemed a waiver.
6. Issuer may modify this Policy at any time.

F. Submission of Coupons & Payment

1. Retailer will be paid for the face value of a Coupon, plus the handling fee stated on the Coupon, for each Coupon properly redeemed under this Policy. No other handling charges will be allowed.
2. If a Coupon is for a free tobacco product (e.g., "Buy Two For The Price Of One"), Retailer must write the sales price Retailer would have charged, for that brand and style of tobacco product, the consumer who redeemed the Coupon on the day Retailer accepts the Coupon.
3. If a Coupon allows a consumer to obtain a tobacco product for a set price (e.g., "Get One Pack For One Dollar"), Retailer must use the sales price Retailer would have charged, for that brand and style of tobacco product, the consumer who redeemed the Coupon on the day Retailer accepts the Coupon to calculate the amount requested for a Coupon.
4. If Retailer's sales price was, or should have been, reduced because of discounting payments, off-invoice discounts, or other promotional offers received directly or indirectly from Issuer, Retailer must utilize the reduced price when calculating the amount requested for a Coupon. If Issuer, in its sole discretion, deems the amount Retailer requests to be excessive, Issuer will reduce the claimed amount.
5. Issuer will reimburse Retailer for the cost of shipping Coupons in the following amounts. Issuer will reimburse Retailer based on the current USPS rates for first-class shipments weighing up to 13 ounces and UPS ground rates for bulk shipments weighing over 13 ounces. Issuer will only reimburse registered or certified postage up to USPS first-class or UPS rates.
6. Coupons submitted by Retailer become the property of Issuer.
7. Issuer will not pay Retailer for coupons issued by entities other than Issuer. Issuer assumes no obligation to return erroneously submitted non-Issuer coupons.
8. Issuer is not responsible for lost, damaged, or incorrectly addressed shipments.
9. **Issuer will only accept Coupons that are sent to and received at the addresses provided herein. NOTE: Retailer MUST segregate Coupons by Company, and send separate shipments of those Coupons to the provided addresses. Example: if Retailer submits Coupons for (1) R.J. Reynolds Tobacco Company, (2) American Snuff Company, LLC, and (3) Santa Fe Natural Tobacco Company, then Retailer will need to segregate the Coupons and make three separate shipments.**