



**KŌLOA RUM CORP. (DBA Kōloa Rum Company)
COUPON REDEMPTION POLICY**

This Kōloa Rum Corp., dba Kōloa Rum Company (“Kōloa”) Coupon Redemption Policy (“Policy”) provides the terms and conditions for the reimbursement of Kōloa coupons by retailer. Proper store redemption of Kōloa coupons authorizes you to submit coupons for reimbursement by Kōloa. A retailer’s acceptance and redemption of the manufacturer’s coupons constitutes a binding agreement to honor the following requirements. No other document will modify or change any terms and conditions set forth in this Policy.

1. Coupons are redeemable in the United States of America.
2. Coupons are redeemable only by an individual consumer of legal drinking age in a retail transaction in which the face value of the coupons, or up to the maximum value ‘free’ coupons, was deducted from the price of the brand, variety, size and quantity of the product indicated on the coupons.
3. Coupons must be redeemed by the consumer on or before their expiration date.
4. Coupon cash value 1/100 of 1¢. Consumer must pay any and all applicable taxes.
5. Multiple coupons may not be used for the purchase of a single item.
6. Coupons are void where prohibited, taxed or restricted by law (including the alcohol beverage laws and regulations of each state which may prohibit coupon promotions); or when reproduced, altered, or transferred from or sold by their original recipient to any person firm or group. Kōloa reserves the right to confiscate and forward any coupons classified as non-reimbursable to enforcement agencies for review.
7. The retailer shall have ninety (**90**) days after the printed expiration on the coupon to submit any coupons to Kōloa or the appropriate fulfillment agency. All reimbursement requests must be postmarked on or before the end of the 90-day mark. For shipments not postmarked on or before the ninety (**90**) day mark, Kōloa may choose not reimburse the retailer for coupons, which shall be determined by Kōloa’s sole discretion based on extenuating circumstances.
8. Kōloa will reimburse retailers for the face value of each coupon, or up to the maximum value of its ‘free’ coupons, plus the handling allowance as stated on the face of each coupon and reasonable postage fee for all properly redeemable coupons presented to the Kōloa. No other handling fees will be allowed.
9. Postage will be reimbursed per reasonable U.S. postage required to ship all properly redeemable coupons from the point of redemption or from their authorized agent to the address indicated in this Policy.
10. The manufacturer’s actual count of coupons received will be final and shall govern their payment.
11. Kōloa reserves the right to deny reimbursement, retain, and declare void any coupons presented for redemption when the following conditions occur: mint/mass cut or uniform mix coupons are submitted for reimbursement; insufficient stock to cover the number and type of coupons submitted; inability to verify retailer’s address or business operations; or any redemption procedure which is not in accordance with the terms of this Policy. Further, Kōloa reserves the right to forward submitted coupons to law enforcement agencies.
12. Coupon reimbursements may not be deducted from payments of Kōloa invoices, unless specific agreements on resolving variances are developed and approved by Kōloa. Any deductions from Kōloa invoices for reimbursement of coupon submissions are expressly prohibited by this Policy.
13. Coupons must be presented by retailers or a clearinghouse approved by Kōloa or its agent. Kōloa reserves the right, to deal directly with retailers on all matters pertaining to any coupon submission and to audit the coupon sorting and billing service of any agent involved in the coupon process.
14. The submitting retailer is responsible for complying with all applicable IRS reporting requirements. The retailer must include its federal taxpayer identification number when submitting coupons for reimbursement.

15. Upon request, retailer must provide proof of purchase of sufficient stock to cover coupons presented for payment.
16. In the event a retailer payment is withheld, the retailer must appeal this decision to Kōloa within **3** months of the date of the notification by Kōloa or its agent. Appeals made after the specified time frame will not be honored.
17. Failure to observe these terms and conditions for proper redemption may, at the option of Kōloa, void all coupons submitted for reimbursement and all unpaid coupons may be retained as property of Kōloa.
18. Failure to enforce any terms or condition of this Policy shall not deem a waiver of them by Kōloa. Additionally, Kōloa reserves the right, in its sole discretion, and without prior notice to any party, to modify, revise or eliminate any of the Provisions of this Policy.
19. To redeem Kōloa coupons, send them to the appropriate address listed below: Kōloa CMS Department 13742, One Fawcett Drive Del Rio, TX 78840.
20. It is the responsibility of each retailer to make sure all personnel in its organization and its agents comply with this Policy.
21. Any use not consistent with these terms and conditions will be treated as a material breach of this Policy.
22. Acceptance or redemption of any coupon will not constitute a waiver of Kōloa's right to seek enforcement of any portion of this Policy.
23. Any lawsuit involving coupon processing or payment disputes must be brought within twelve **(12)** months of the original date of coupon reimbursement payment or initial denial of any reimbursement request, or such claims will be deemed extinguished. Any such lawsuit must be filed and conducted in a state or federal court located in the state of Hawaii. Each party will be responsible for its own attorneys' fees and costs.