

(Carpe)
COUPON REDEMPTION POLICY

(Carpe) will reimburse retailers for coupon submissions according to the terms and conditions explained below. A retailer's acceptance and redemption of the manufacturer's coupons constitutes a binding agreement to honor the following requirements:

1. Coupons are redeemable in the United States of America.
2. Coupons are redeemable only by an individual consumer 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; or when reproduced, altered, or transferred from or sold by their original recipient to any person firm or group.
7. **(Carpe)**, 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 **(Carpe)** (no later than **(4)** months after their expiration date). No other handling fees will be allowed.
8. Postage will be reimbursed per **(Carpe)** postage policy.
9. The manufacturer's actual count of coupons received will be final and shall govern their payment.
10. **(Carpe)** 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, **(Carpe)** reserves the right to forward submitted coupons to law enforcement agencies.
11. Coupon reimbursements may not be deducted from payments of **(Carpe)** invoices, unless specific agreements on resolving variances are developed and approved by **(Carpe)**. Any deductions from **(Carpe)** invoices for reimbursement of coupon submissions are expressly prohibited by this Policy.
12. Coupons must be presented by retailers or a clearinghouse approved by **(Carpe)** or its agent. **(Carpe)** 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.
13. Upon request, retailer must provide proof of purchase of sufficient stock to cover coupons presented for payment.
14. In the event a retailer payment is withheld, the retailer must appeal this decision to **(Carpe)** within **(6)** months of the date of the notification by **(Carpe)** or its agent. Appeals made after the specified time frame will not be honored.
15. Failure to observe these terms and conditions for proper redemption may, at the option of **(Carpe)**, void all coupons submitted for reimbursement and all unpaid coupons may be retained as property of **(Carpe)**.
16. Failure to enforce any terms or condition of this Policy shall not deem a waiver of them by **(Carpe)**. Additionally, **(Carpe)** 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.
17. To redeem **(Carpe)** coupons, send them to the appropriate address listed below: **(Carpe)** CMS Department (# 55769), One Fawcett Drive Del Rio, TX 78840.
18. **(Carpe)** will deny reimbursement for any coupons which exhibit signs of mis redemption. Examples include, but are not limited to: gang cuts, similar cuts or tears, evidence of tape, mint condition, sequential number patterns, excessive or larger than normal quantities of coupons in single or multiple transactions, accuracy or quality issues in data files, excessive or unusual patterns of redemption or point of sale overrides.

19. You shall indemnify, defend and hold harmless (**Carpe**), Inc., its affiliates, subsidiaries and each of its respective officers, agents, employees, successors and assigns, from and against any and all claims, demands, regulatory proceedings, and/or causes of action, and all damages, liabilities, costs (including settlement costs and additional contract or cancellation costs) and expenses associated therewith (including, but not limited to, reasonable attorneys' fees), to the extent that they arise from any breach by you of any of the terms, conditions, representations or warranties set forth in this agreement.