

**Policy for Proper Coupon Redemption For
Coca-Cola North America Manufacturer Coupons
Effective: May 15, 2013**

Retailer (you), including but not limited to, your officers, directors, employees, agents, subsidiaries, parent corporations and representatives ("Retailer"), by submitting coupons for redemption to Coca-Cola North America ("CCNA") or its authorized agent Carolina Manufacturing Service ("CMS" or "Inmar/CMS"), agree to be bound by and shall comply with the terms and conditions set forth below (the "Policy") and printed on coupons. The terms of this document are hereby incorporated by reference into each CCNA coupon. **Each submission of coupons to CCNA creates a separate binding and enforceable agreement by Retailer to honor the following terms and conditions of this Policy.** Retailer shall be solely responsible for ensuring that its employees and agents are aware of and perform in compliance with this Policy. Any questions or requests for clarification regarding this Policy should be sent to:

Inmar
POB 1750
Winston-Salem, NC 27102-1750

YOUR ACCEPTANCE AND REDEMPTION OF CCNA COUPONS CONSTITUTES A BINDING AGREEMENT TO HONOR THE FOLLOWING COUPON REQUIREMENTS:

1. Coupons are redeemable only in connection with a legitimate consumer purchase of the brands, products, flavors, sizes, and quantities indicated on the face of the coupon for the promotional offer, prior to the expiration date, where Retailer has deducted the face value of the coupon from Retailer's regular retail or discounted price of a product of The Coca-Cola Company. Multiple manufacturer coupons (two or more) may not be applied against the purchase of a single item. Coupons are not authorized to be used when the consumer is purchasing products for resale.
2. Coupons are non-assignable and are void if transferred, sold, traded, or auctioned by their original recipient to any other person, firm or group. CCNA does not permit the unauthorized distribution, collection, sale or assignment of its coupons for any reason. CCNA coupons are not to be used in swap boxes, taped to product or otherwise made available to consumers outside CCNA's intended means of distribution. Coupons may not be gathered and distributed by any person or group for charitable fund-raising purposes, or otherwise used in any way except as described in Paragraph 1.
3. Coupons may not be reproduced, photo-copied, trimmed, or altered in any way by Retailer or any consumer. Any such coupons are treated as void, and CCNA will not pay Retailer for any such coupons that Retailer submits for payment.
4. With respect to a coupon, the terms of which require the purchase of multiple products (*i.e.*, Buy 4, Get 1 Free), only one coupon may be redeemed against the minimum number of products that must be purchased as stated on the coupon.
5. The consumer is required to pay any applicable sales tax charged in connection with the purchase of the product.
6. Retailer shall not accept coupons from any consumer after the expiration date stated in the coupon offer. Only coupons received by CMS within ninety (90) days of the expiration date stated on the face of the coupon will be honored.
7. CCNA does not authorize any free product coupon offers or offers over \$2 that can be printed on home computer equipment.

8. CCNA will accept only legitimately redeemed and identified coupons received through CMS from: (a) directly from Retailer, where authorized by CCNA, (b) through an authorized retailer clearinghouse, (c) through an authorized retailer-billing agent, (d) through an authorized wholesaler-billing agent, or (e) through an authorized holder of a CCNA Certificate of Authority. Electronic clearing or any other exceptions to CCNA's standard process requires prior written agreement. CCNA reserves the right to deal directly with Retailer on all matters pertaining to any coupon submission. CCNA reserves the right to audit the coupon sorting and billing service of any agent involved in the handling process, and reserves the right to withhold payment in the event such audits are not allowed.". CCNA will not accept any submission by an unauthorized intermediary agent. Disclosure of redemption data to a third party by Retailer or any intermediary party is prohibited.
9. **Effective May 15th 2013, Coca-Cola will not accept, reimburse, honor and pay coupon redemptions by Tobacco and Liquor stores.** Tobacco and Liquor stores are defined as businesses who are either: (i) primarily engaged in retailing packaged alcoholic beverages, such as ale, beer, wine, and liquor and/or retailing cigarettes, cigars, tobacco, pipes, and other smokers' supplies; or (ii) are classified by North American Industry Classification System (NAICS) or other similar classification system as a Tobacco or Liquor store. Primarily Engaged means the business gets more than 50% of its total revenues from the sale of tobacco and/or liquor products.
10. For each legitimately redeemed coupon, CCNA agrees to reimburse for the following items:
 - A) The face value of a coupon is the maximum reimbursement value of the coupon.
 - B) Eight cents (8¢) for handling each coupon validly redeemed. No additional fees will be accepted or paid.
 - C) Postage will be reimbursed at the following rates:
 - (i) For retailers who sort and submit coupons directly will be reimbursed for reasonable postage at prevailing uninsured first class US postage rates for packages under 13 ounces. United Parcel Services ground rates shall apply to shipments that exceed 13 ounces..
 - (ii) For retailers using a retailer clearinghouse or billing agent will be reimbursed at a rate of \$5.00 per thousand coupons. Postage will not be paid at a per invoice level from clearing houses or agents.
 - (iii) Overnight or special handling rate packaging or delivery charges will not be reimbursed by CCNA. CCNA will not reimburse for insurance costs.
 - D) In the case of a free goods coupon, CCNA will communicate a limit to CMS that represents the maximum reimbursement value of the coupon based on a representative market value. This maximum reimbursement amount will also be printed on the coupon in the retailer communication section of the coupon adjacent to the retail price box. If Retailer does not write a price in the space provided on the face of the coupon, an average market price, which is less than the maximum reimbursement amount and which CCNA shall determine in its sole discretion, will be used as the coupon value. Retailer shall not charge to any consumer, who submits a valid CCNA free goods coupon in exchange for the purchase of the quantity and identity of product identified on the free goods coupon, any amount of money in connection with such purchase, irrespective of whether the price that Retailer charges consumers for such product without a free goods coupon is greater than the maximum reimbursement value stated by CCNA or CMS (*i.e.*, Retailer will provide the product to the consumer at no charge). Retailer shall indemnify CCNA for any liability resulting from Retailer's breach of this paragraph 10D, including but not limited to, any damages, penalties or fines that are assessed against CCNA by any governmental body, and any attorneys' fees and costs in connection with CCNA's defense, because Retailer charged a consumer for any amount of money, including but not limited to, an amount of money equal to the difference between Retailer's retail price and the maximum reimbursement amount associated with a free goods coupon.
 - E) CCNA will not be responsible for the payment of any service, miscellaneous or other fees not provided for in this Agreement, or any fines or penalties.

11. CCNA reserves the right to request documentation of proof of purchase and reserves the right to audit the coupon sorting and billing service of Retailer and/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 legitimate customer transactions.
12. Retailer shall not, nor shall any wholesaler, deduct from, or offset against, any CCNA product invoice any amount related to coupon redemption for any reason whatsoever. CCNA will not accept any such deductions for any amounts. If Retailer, or any wholesaler, makes any such deduction, CCNA reserves the right, in its sole discretion, to suspend shipments of product until the full amount of the invoice is paid.
13. CCNA reserves the right to deny reimbursement, retain, mark, and declare void any coupons presented for redemption that are:
 - A. In mint/mass cut condition;
 - B. Submitted in a uniform mix;
 - C. Not supported by Retailer with sufficient stock to cover the number and types of coupons submitted;
 - D. Submitted by Retailer whose address or business operations cannot be verified
 - E. Out of distribution area;
 - F. Have any other indications of misredemption;
 - G. Not in accordance with this Policy;
 - H. Counterfeit; or
 - I. From Tobacco or Liquor Store.
14. CCNA reserves the right to forward any such coupons as those described in Paragraph 13 to law enforcement authorities for review. Coupons, including store coupons, that were not issued or authorized by CCNA will not be paid and will be returned to the submitter as "Foreigns."
15. Coupons are good only within the fifty United States and its territories and possessions, Puerto Rico, the District of Columbia, and in U.S. military installations worldwide, including Army Post Offices ("APOs") and Fleet Post Offices, ("FPOs"), or as otherwise restricted as stated on the coupon.
16. The terms and conditions of coupon offers, which are printed on the coupon, set forth the complete offer of CCNA and override and supersede any different, additional or conflicting provisions resulting from technical issues, bar code scanning problems, or inability of software to properly scan all of the terms in the bar code.
17. Coupons are void where prohibited, taxed, or otherwise restricted by law. The cash redemption value of each coupon is 1/100 cent.
18. Any actual count by CCNA or CMS of coupons received will be final and shall govern the payment of coupons under this Policy.
19. In the event that CCNA or CMS denies payment to Retailer, Retailer may appeal within three (3) months of the date of the notification by CCNA or CMS of such denial. Appeals are to be sent to CMS via:

Inmar/CMS
Coca-Cola Coupon Payment Inquiry
POB 1750
Winston-Salem, NC 27102-1750
1-800-285-7602

Each request **must** be accompanied with the statement of withheld offers, a copy of original invoice, a contact for Retail store and a contact for the product provider (bottler representative).

20. CCNA reserves the right in its sole discretion to permanently terminate redemption privileges of Retail or other entity that provides false or misleading verification information on a questionnaire or other means to CMS or a certified clearinghouse. CCNA reserves the right in its sole discretion to deny payment for any and all coupons submitted by Retailer that fails to complete and submit a CMS Redemption Assurance "Coupon Questionnaire" to Inmar/CMS (available via the phone number in item 19).
20. Each shipment of coupons will be considered as a whole and CCNA reserves the right to refuse payment for an entire shipment if any portion of the shipment is found to be improperly redeemed or otherwise does not comply with this Policy.
21. Coupons submitted for reimbursement become the property of CCNA.
22. Under no circumstances will payments be issued to Post Office Boxes unless it is associated with an actual retail site.
23. If a Retailer no longer operates as a retail establishment actively selling products to consumers, or does not carry products of The Coca-Cola Company for resale, or is convicted of any criminal offense associated with CCNA promotions, CCNA will not reimburse Retailer for any coupons submitted.
24. CCNA shall mail reimbursement for valid coupon submissions no later than thirty days from receipt by CMS of a retailer coupon submission and invoice. A written explanation from the CCNA will accompany any payment that differs in amount from the retailer invoice.
25. Advertising and promotions developed and/or disseminated by third parties and containing coupons for products of The Coca-Cola Company must be approved in writing by an authorized representative of CCNA or will be treated as void.
26. **Any use not consistent with these terms shall be treated as a material breach of this Policy. Any Coupons submitted for redemption that do not comply with the terms of this Policy shall be void and will not be honored by CCNA. Submission of coupons fraudulently submitted for redemption may also result in prosecution by state or local government authorities. Acceptance or redemption of any coupon by CCNA shall not constitute a waiver of CCNA's right to seek enforcement of any portion of this Policy. CCNA may, in its sole discretion, withhold payment until such time as the retailer or its agent complies with these terms and conditions. CCNA reserves all of its rights and remedies in connection with any dispute over coupons submitted for redemption or these terms and conditions, up to and including business interruption.**
27. Notice: For redemption, send validly redeemed coupons to:

CMS
Dept 49000
One Fawcett Drive
Del Rio, TX 78840

If you have any questions regarding this Policy, write to:

Inmar/CMS
POB 1750
Winston-Salem, NC 27102-1750

Thank You,

Coca-Cola North America Group
The Coca-Cola Company
Coupon Policy Redemption Policy