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Coupon Redemption Policy

Diageo Coupon Redemption Policy Updated February, 2013

Dear Retailer:

This Coupon Redemption Policy and the legal copy on Diageo coupons explains the terms and conditions under which Diageo will reimburse its customers for coupon submissions ("Policy"). Your acceptance and redemption of coupons for Diageo products constitutes your acceptance of, and your agreement with, all the terms and conditions in this Policy. It is your responsibility to ensure your employees are aware of, and in compliance, with this Policy.

Redemption of Diageo coupons in accordance with all terms and conditions of this Policy authorizes you to receive appropriate payment for properly redeemed coupons, as described in more detail below. Notwithstanding any course of dealing between Diageo and you, no purchase order, invoice policy, or other similar document shall be construed to modify any of the terms of this Policy.

1. Coupons are redeemable only by licensed retailers located in the United States of America, including military bases.
2. Coupons are redeemable only when consumers purchase the brands, sizes, and quantities indicated on the coupon, prior to the expiration date on the coupon, and retailers subtract the face value of the coupon from the retail price of a product.
3. Consumer must pay any and all applicable taxes.
4. Only one coupon may be accepted by the retailer per product purchased.
5. Coupons are void where prohibited, taxed or restricted by law.
6. Coupons may not be reproduced or altered in any way by the retailer or any other party.
7. Coupons are non-assignable and are void if transferred from their original recipient to any other person, firm or group. Diageo does not permit the unauthorized distribution, collection, sale or assignment of coupons for any reason. Therefore, coupons may not be used in swap boxes, taped to products or placed on Diageo products, gathered and distributed by any person or group for charitable fund-raising, or otherwise used in any way except as described in paragraph 2 above.
8. For each properly redeemed coupon, retailers will be reimbursed for the face value, or the retail selling price up to the maximum indicated on Diageo coupons for free merchandise, plus the handling fee as stated on each Diageo coupon and reasonable postage (further defined below). No additional fees will be accepted or paid.
9. Postage will be reimbursed at \$4.00 per 1,000 coupons processed.

10. Unless otherwise instructed by Diageo, the retailer may not accept Diageo coupons after the expiration date printed on the Diageo coupon, and Diageo will not reimburse Diageo coupons submitted by the retailer later than six months after the printed coupon expiration date.
11. Diageo's (or its agent's) actual count of coupons received will be final and shall govern the payment of coupons under this Policy.
12. **Diageo reserves the right to deny reimbursement, retain and declare void any coupons presented for redemption when any of the following conditions occur: coupons are in mint/mass cut condition, or uniform mix coupons are submitted for reimbursement; retailer has insufficient stock to cover the number and types of coupons submitted; inability to verify retailer's address or business operations; or redemptions are not in accordance with this Policy. Further, Diageo reserves the right to forward any such coupons to enforcement authorities for review.**
13. Diageo reserves the right to request and review information and documentation sufficient to verify the retailer's compliance with the Coupon Redemption Policy. Such information includes, but is not limited to, the retailer's purchases and sales associated with respective Diageo coupon transactions.
14. The retailer cannot deduct coupon payments from product invoices from their respective wholesalers.
15. Properly redeemed coupons must be submitted directly by the retailer or through an authorized clearinghouse only. Submission by unauthorized intermediary agents will not be accepted.
16. In the event a retailer payment is withheld, the retailer must appeal this decision of Diageo within six (6) months of the date of the notification of non-payment. Appeals made after six (6) months will not be honored by Diageo.
17. Any inconsistent use of this Policy constitutes fraud and, in addition to other legal remedies, Diageo may void all coupons submitted for reimbursement and coupons may be retained by Diageo without payment.
18. Failure to enforce any terms or conditions of this Policy shall not constitute waiver of such provision or any other provision by Diageo. Diageo 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. It is the retailer's responsibility to obtain updated copies of this Policy.
19. Send properly redeemed Diageo coupons to:

CMS Dept. #82000

One Fawcett Drive

Del Rio, TX 78840

Please address any questions regarding the Coupon Redemption Policy to Inmar's Trade Relations at 800-285-7602, our redemption agent, 2650 Pilgrim Court, Winston-Salem, NC 27106-5238.