

## **Coupon Redemption Policy**

### **Kendall-Jackson Winery**

Company Coupon Redemption Policy  
Updated August, 2007

Dear Retailer:

This Coupon Redemption Policy and the legal copy on Company coupons explains the terms and conditions under which Company will reimburse its customers for coupon submissions ("Policy"). Your acceptance and redemption of coupons for Company 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 Company 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 Company 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 authorized 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.
7. Coupons are non-assignable and are void if transferred from their original recipient to any other person, firm or group. Company 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 Company 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 Company coupons for free merchandise, plus the handling fee as stated on each Company coupon and reasonable postage (further defined below). No additional fees will be accepted or paid.

9. Postage will be reimbursed at the then-current actual uninsured rates. First Class U.S. postal rates will apply for shipments less than or equal to 13 ounces and United Parcel Service ground rates will apply for shipments which exceed 13 ounces.
10. Company will only honor coupons submitted by retailers within three (3) months after the expiration date on the coupon.
11. Company (or its agent)'s actual count of coupons received will be final and shall govern the payment of coupons under this Policy.
12. Company 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, Company reserves the right to forward any such coupons to enforcement authorities for review.
13. On request, retailers must provide Company with appropriate records showing proof of purchase of sufficient stock to cover coupons presented for payment.
14. Coupon payments may not be deducted from payments of Company's product invoices. Such deductions for either whole or partial payment amounts will not be accepted by Company and will be added to your next invoice for immediate payment.
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 Company within six (6) months of the date of the notification of non-payment. Appeals made after six (6) months will not be honored by Company.
17. Any inconsistent use of this Policy constitutes fraud and, in addition to other legal remedies at the option of Company may void all coupons submitted for reimbursement and coupons may be retained by Company 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 Company. Company 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 Company coupons to:

CMS  
Dept. #81584  
One Fawcett Drive  
Del Rio, TX 78840

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