

**BIG RED, INC.**

**NORTH AMERICAN BEVERAGE, LLC.**

**Coupon Redemption Policy Statement**

This policy statement explains the terms and conditions under which *Big Red, Inc. and North American Beverage, LLC.* will reimburse retailers for coupon submissions. Proper store redemption of our coupons authorizes you to submit coupons for reimbursement by *Big Red, Inc. and North American Beverage, LLC.*

**YOUR REDEMPTION OF OUR COUPONS INDICATED YOUR ACCEPTANCE AND COMPLIANCE WITH THIS REDEMPTION POLICY (THE "AGREEMENT"). NOT WITHSTANDING ANY COURSE OF DEALING BETWEEN US, NO PURCHASE ORDER, INVOICE, RETAILER-POLICY OR SIMILAR DOCUMENT SHALL BE CONSTRUED TO MODIFY ANY OF THE TERMS OF THIS AGREEMENT.**

**Redemption at the Store**

1. Coupons are redeemable only by a consumer purchasing the specific brands and product(s) stated on the coupon<sup>1</sup>, with the face value of the coupon deducted from your retail price. Only one coupon shall be honored for each item purchased.
2. Coupons may not be reproduced, photocopied, trimmed or altered in any way by the retailer.
3. Coupons are non-assignable and are void if transferred from their original recipient to any other person, firm or group. *Big Red, Inc. and North American Beverage, LLC.* does not permit the unauthorized distribution, collection, sale or assignment of its coupons for any reason. Therefore, coupons are not to be used in swap boxes, taped to product or placed on hooks near *Big Red, Inc. and North American Beverage, LLC.* products, gathered and distributed by any person or group for charitable fund-raising purposes, or otherwise used in any way except as described in Section 1 above.
4. Coupons are void if taxed, restricted, or prohibited by law.
5. The consumer is required to pay any applicable sales tax.
6. Coupons will be redeemed at retail locations in the United States, its territories and at U.S. Military bases.

**Processing Coupons for Payment**

1. *Big Red, Inc. and North American Beverage, LLC.* will only accept properly redeemed and identified coupons: (a) directly from the retailer, or through authorized (b) retailer clearinghouse, (c) retailer-billing agent, or (c) wholesaler-billing agent.
2. All applicable IRS reporting requirements, including obtaining an appropriate taxpayer identification number must be complied with.

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<sup>1</sup> If coupons specify sizes or flavors they will be limited to the quantity and size.

3. To redeem coupons for *Big Red, Inc. and North American Beverage, LLC.* send properly redeemed coupons to:

*Big Red, Inc. and North American Beverage, LLC.*  
P.O. Box 880157  
El Paso, TX 88588-0157

**OR**

*NCH/Big Red, Inc. and North American Beverage, LLC.*  
26-A Walter Jones  
El Paso, TX 79906

### **Policy for Payment and Denials**

1. You will be reimbursed for the following three items:
  - a. Face value of coupons or if the coupon calls for free merchandise, for your retail-selling price (up to the stated maximum value printed on the coupon); plus
  - b. 8¢ for handling each coupon properly redeemed;<sup>2</sup> plus
  - c. Reasonable out-of-pocket costs incurred for the physical transportation of the coupons to us or to our authorized agent. **We will not pay for any administrative or consolidation fees and, expect as described in (ii) below, we will not pay any other upcharges that you or your agent (if you use one) may assess on or in lieu of such pass-through/out-of-pocket expenses.**The transportation costs will be reimbursed as follows:
  - i. For retailers who sort the coupons they have redeemed and submit them directly without the use of any third party agent, you will be reimbursed for incurred reasonable postage (i.e. first class mail insured) or other shipping charges, as indicated on the package received.
  - ii. For those retailers that are using a clearinghouse or billing agent, we will reimburse you at a rate equal to (\$5.00/M) per thousand of coupons redeemed.
2. Coupon reimbursements and coupon adjustments cannot be deducted from product invoices or purchase orders. Invoice deductions and/or deduction fees are not in compliance with *Big Red, Inc. and North American Beverage, LLC.* redemption policy.
3. *Big Red, Inc. and North American Beverage, LLC.* has the right to request evidence of proof of purchase to show that sufficient stock was purchased to cover coupons submitted and reserves the right to audit coupon sorting and billing service of any retailer or any agent involved in the handling process.

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<sup>2</sup> An early 1990s independently conducted industry study, identified that the 8¢ covers the following costs:

- Front-End Handling by the retailer
  - Store to Headquarters Accounting
  - Store Occupancy
  - Sundry Loss
  - Cost of Funds
  - Coupon Processing
- This covers any special handling, invoice preparation, or other fees.

4. **[Applicable Jurisdiction]** Any lawsuit involving coupon processing or payment or such claims shall be brought within 18 months of the original date of coupon payment or such claims shall be deemed extinguished. Any such lawsuit shall be filed and conducted in a state or federal court located in Texas. Each party shall be responsible for its own attorney's fees and costs.
5. If false or misleading verification is provided on a questionnaire to *Big Red, Inc. and North American Beverage, LLC.*, or a certified clearinghouse, redemption privileges with *Big Red, Inc. and North American Beverage, LLC.* may be permanently terminated.
6. Each shipment of coupons will be considered as a whole and *Big Red, Inc. and North American Beverage, LLC.* reserves the right to refuse payment for an entire shipment if any portion of the shipment is found to be improperly redeemed.
7. Failure to observe these terms and conditions for proper redemption may, at the option of *Big Red, Inc. and North American Beverage, LLC.*, void all coupons, submitted for reimbursement and all coupons may be retained as property of *Big Red, Inc. and North American Beverage, LLC.* without payment. *Big Red, Inc. and North American Beverage, LLC.* reserves the right to forward coupons, which *Big Red, Inc. and North American Beverage, LLC.* judges to be misredeemed, to law enforcement agencies for their review and investigative purposes.

#### **Miscellaneous Terms**

1. The cash redemption value of each coupon is 1/20 of one cent.
2. It is FRAUD to present coupons for redemption other than as provided by this Agreement.
3. YOU AGREE THAT FAILURE TO OBSERVE THESE TERMS AND CONDITIONS FOR PROPER REDEMPTION MAY AT THE SOLE OPTION OF *BIG RED, INC. AND NORTH AMERICAN BEVERAGE, LLC.*; VOID ALL COUPONS SUBMITTED FOR REIMBURSEMENT AND ALL COUPONS MAY BE RETAINED AS PROPERTY OF *BIG RED, INC. AND NORTH AMERICAN BEVERAGE, LLC.*, WITHOUT PAYMENT. THE EXERCISE OR WAIVER, IN WHOLE OR IN PART, OF ANY RIGHT, REMEDY OR DUTY PROVIDED FOR IN THIS AGREEMENT WILL NOT CONSTITUTE THE WAIVER OF ANY PRIOR, CONCURRENT OR SUBSEQUENT RIGHT, REMEDY OR DUTY UNDER THIS AGREEMENT.

**BIG RED, INC. AND NORTH AMERICAN BEVERAGE, LLC.**