

**THIS DOCUMENT SETS OUT THE RULES GOVERNING THE REDEMPTION OF COUPONS ISSUED BY CANANDAIGUA WINE COMPANY, PACIFIC WINE PARTNERS LLC AND NORTH LAKES WINES (“CONSTELLATION WINES U.S.”).**

**CONSTELLATION WINES U.S. WILL ONLY REDEEM COUPONS IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS POLICY, NOTWITHSTANDING ANY COURSE OF DEALINGS, TERMS OF ANY PURCHASE ORDER OR INVOICE, OR RETAILER POLICY TO THE CONTRARY.**

**Redemption at the Store**

1. Coupons are redeemable only by an individual consumer who is purchasing the specific brands, types and product(s) stated on the coupon, limited to the quantity and size stated thereon.
2. The consumer may only use one coupon in connection with each purchase.
3. When the consumer presents the coupon, the retailer should deduct the face value of the coupon from the retail price, before calculation of any taxes.
4. Coupons may not be reproduced, photocopied, mutilated, trimmed or altered in any way by the retailer.
5. Coupons are non-assignable and are void if transferred from their original recipient to any other person, firm or group. Constellation Wines U.S. does not permit the distribution, collection, sale, or assignment of its coupons for any reason. Therefore, coupons are not to be used in swap boxes, taped to product, placed on hooks near Constellation Wines U.S. 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.
6. Coupons are void if taxed, restricted, or prohibited by law.
7. The consumer is required to pay any applicable sales tax.
8. Coupons will be redeemed only if used at retail locations located in the United States and its territories and possessions, or at U.S. military bases.

**Processing Coupons for Payment**

9. Constellation Wines U.S. will only accept properly redeemed and identified coupons: (a) directly from the retailer, or (b) through an authorized (i) retailer clearinghouse, (ii) retailer billing agent, or (iii) wholesaler billing agent.
10. It is the responsibility of the submitting retailer to comply with all applicable IRS reporting requirements, and the retailer must include its Federal taxpayer identification number when submitting coupons for redemption.
11. To redeem coupons issued by Constellation Wines U.S., send properly redeemed coupons to:

CWC Promotional Services  
P.O. Box 880181  
El Paso, TX 88588-0181

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

12. Retailers will be reimbursed for the following three (3) items:

- (A) The face value of the coupon. If the coupon calls for free merchandise from the retailer's establishment, the amount reimbursed to the retailer will be the retailer's retail selling price of the item (up to the stated maximum value printed on the coupon); plus
- (B) Eight Cents for handling each coupon properly redeemed. This covers any special handling, invoice preparation, or other fees.
- (C) Reasonable out-of-pocket costs incurred for the physical transportation of the coupons to Constellation Wines U.S. or its designated agent. **We will not pay for any administrative or consolidation fees and, except as described in (ii) below, we will not pay any other charges whatsoever.** The transportation costs will be reimbursed as follows:
  - i) Retailers who sort the coupons they have redeemed and submit them directly without the use of any third party agent will be reimbursed for reasonable postage (i.e. first class mail insured) incurred, or other shipping charges, as indicated on the package received.
  - ii) Retailers using a clearinghouse or billing agent will also be reimbursed an additional \$0.005 per coupon redeemed.

13. Coupon reimbursements and coupon adjustments cannot be deducted from product invoices or purchase orders.

14. Constellation Wines U.S. reserves the right to request evidence of proof of purchase to show that the retailer purchased sufficient stock to support the number of coupons submitted, and reserves the right to audit the coupon sorting and billing service of any retailer or any agent involved in the handling process.

15. Constellation Wines U.S. will work with any retailer directly to seek to resolve any disputes arising with regard to coupons redeemed by consumers at the retailer's establishment. If the matter cannot be resolved by discussion, Constellation Wines U.S. and the retailer expressly agree to the exclusive jurisdiction of the courts of the State of New York or the Federal Court sitting at Rochester, New York, and both parties expressly agree to venue thereat and consent to the jurisdiction thereof. The law of the State of New York shall apply, without consideration of the principles of conflicts of law. Each party shall be responsible for its own attorney's fees and costs. Any unresolved dispute relating to the subject matter of this policy which is not brought within eighteen months of the original date of coupon payment or the claim for payment shall be deemed waived.

16. If false or misleading verification information is provided on a questionnaire to Constellation Wines U.S. or its clearinghouse, such retailer's right to redeem coupons for Constellation Wines U.S. products may be permanently terminated.

17. Each shipment of coupons will be considered as a single redemption. Constellation Wines U.S. reserves the right to refuse payment of the entire shipment if any portion of the shipment is found to be improperly submitted for redemption.

18. Failure to observe these terms and conditions for proper redemption may, at the option of Constellation Wines U.S., render void the coupons submitted for reimbursement, and Constellation Wines U.S. shall have no obligation to make payments thereunder. If Constellation Wines U.S. deems appropriate, coupons not entitled to redemption hereunder may be submitted to law enforcement agencies for review and investigation.

19. All coupons submitted for redemption become the property of Constellation Wines U.S.

**Miscellaneous Terms**

20. The cash redemption value of each coupon is 1/20 of one cent.

21. It is FRAUD to present coupons for redemption other than as provided by this Agreement.

IF THERE ARE ANY QUESTIONS ABOUT HOW TO REDEEM COUPONS, PLEASE CONTACT OUR AGENT,  
NCH MARKETING SERVICES AT THEIR RETAILER RELATIONS HOTLINE (1-800-833-7096).