

**FLORIDA DEPARTMENT OF CITRUS
COUPON REDEMPTION POLICY
January 1, 2007**

YOUR REDEMPTION OF OUR COUPONS INDICATES YOUR ACCEPTANCE AND COMPLIANCE WITH THIS REDEMPTION POLICY (THE "AGREEMENT"). NOTWITHSTANDING ANY COURSE OF DEALINGS 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 product(s) indicated, including but not limited to, the quantity and size stated on the coupon 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, mutilated, 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. Florida Department of Citrus 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 specified 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. Only coupons received within six (6) months of expiration date will be honored.
5. Coupons are void if taxed, restricted, or prohibited by law.
6. The consumer is required to pay any applicable sales tax.
7. Coupons will be redeemed only at retail locations located in the United States, its territories and at U.S. Military bases.

Processing Coupons for Payment

8. The Florida Department of Citrus will only accept properly redeemed and identified coupons: (a) directly from the retailer, or through authorized (b) retailer clearinghouse, (c) retailer-billing agent, or (d) wholesaler-billing agent. Coupons from unauthorized intermediary agents will not be accepted.

9. All applicable IRS reporting requirements, including obtaining an appropriate taxpayer identification number must be complied with.
10. To redeem coupons for **The Florida Department of Citrus**, send properly redeemed coupons to:

The Florida Department of Citrus		NCH/The Florida Department of Citrus
P.O. Box 880298		Citrus
El Paso, TX 88588-0298	OR	26-A Walter Jones
		El Paso, TX 79906

Policy for Payment and Denials

11. You will be reimbursed for the following three (3) 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. These handling costs include:
- 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, and other fees; plus
- C) reasonable transportation 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, except 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 \$7.50 per thousand of coupons redeemed (\$5/M).

You will not be reimbursed for unreasonable postage/transportation costs or any additional fees.

12. Coupon reimbursements and coupon adjustments may not be deducted from product invoices or purchase orders. Invoice deductions and deduction fees are not in compliance with The Florida Department of Citrus's redemption policy.
13. The Florida Department of Citrus reserves the right to request evidence of proof of purchase to show that sufficient stock was purchased to justify 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.
14. Any lawsuit involving coupon processing or payment disputes 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 state or federal court located in the State of Florida. Each party shall be responsible for its own attorneys' fees and costs.
15. If false or misleading verification information is provided on a questionnaire to the Florida Department of Citrus, or a certified clearinghouse, redemption privileges with The Florida Department of Citrus may be permanently terminated.
16. Each shipment of coupons will be considered as a whole and The Florida Department of Citrus reserves the right to refuse payment for an entire shipment if any portion of the shipment is found to be improperly redeemed.
17. Failure to observe these terms and conditions for proper redemption may, at the option of The Florida Department of Citrus, void all coupons submitted for reimbursement, and all coupons may be retained as property of the Florida Department of Citrus without payment. The Florida Department of Citrus reserves the right to forward coupons which The Florida Department of Citrus judges to be misredeemed to law enforcement agencies for their review and investigative purposes.

Miscellaneous Terms

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

19. It is FRAUD to present coupons for redemption other than as provided by this Agreement.
20. YOU AGREE THAT FAILURE TO OBSERVE THESE TERMS AND CONDITIONS FOR PROPER REDEMPTION MAY AT THE SOLE OPTION OF THE FLORIDA DEPARTMENT OF CITRUS VOID ALL COUPONS SUBMITTED FOR REIMBURSEMENT AND ALL COUPONS MAY BE RETAINED AS PROPERTY OF THE FLORIDA DEPARTMENT OF CITRUS, WITHOUT PAYMENT. THE EXERCISE OR WAIVER, IN WHOLE OR 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.