



**GOYA FOODS, INC.**  
100 Seaview Drive  
Secaucus, New Jersey 07096

**March 12, 2003**

**GOYA FOODS, INC.**  
**NEW POLICY FOR COUPON REDEMPTION AND NEW CLEARINGHOUSE**

This policy explains the terms and conditions under which GOYA FOODS, INC. will reimburse customers for coupon submissions. Proper store redemption of our coupons authorizes you to submit coupons for reimbursement by GOYA FOODS, INC.

**COUPON REDEMPTION AND FEES MAY NOT BE DEDUCTED FROM INVOICE. ALL REQUESTS FOR PAYMENT OF COUPONS AND FEES MUST BE PRESENTED TO OUR NEW CLEARINGHOUSE, NCH, FOR PROCESSING. WITH NCH, GOYA FOODS, INC. HAS REVISED OUR COUPON PAYMENT METHOD TO IMPROVE TIMELY PAYMENT.**

*Your redemption of coupons signifies compliance with all GOYA requirements, as outlined below:*

**Redemption at the Store**

1. Coupons are redeemable only by a consumer purchasing the product(s) indicated, which must be of the brand, quantity, and size specified, with the face value of the coupon deducted from your retail price.
2. Coupons must not be reproduced, photocopied, trimmed, or altered in any way.
3. Coupons are non-assignable and are void if transferred from their original recipient to any other person, firm or group. GOYA 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 GOYA products, gathered and distributed by any person or group for charitable fund-raising purposes, or otherwise used in any way except as described in requirement 1 above.
4. Coupon offer is void where prohibited, taxed, or restricted by law.
5. The consumer must pay any applicable sales tax.
6. There is a limit of one coupon per purchase of the product and size(s) indicated.
7. Coupons are redeemable only at retailers located in the United States or U.S. Military bases.

**Processing Coupons for Payment**

1. GOYA will accept properly redeemed and identified coupons directly from the retailer, through a retailer clearinghouse, or through a retailer-billing agent. Coupons from unauthorized intermediary agents will not be accepted.
2. All applicable IRS reporting requirements, including obtaining an appropriate taxpayer identification number, must be complied with.
3. To redeem coupons for GOYA FOODS, INC., send properly redeemed coupons to:

NCH/GOYA FOODS, Inc.  
P.O. Box 880254  
El Paso, TX 88588-0254



### **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 sales price (up to the stated cap amount).

B) 8¢ for handling each coupon properly redeemed. An industry study, independently conducted by a national accounting firm, 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 8¢ payment covers any special handling, invoice preparation, or other fees.

C) Reasonable postage

- Retailers who sort and submit directly will be reimbursed for reasonable postage indicated on the package received.
- Retailers using a retailer clearinghouse or billing agent will be reimbursed at a per-thousand rate that covers the cost for the transportation of the coupons.

2. You will NOT be reimbursed for unreasonable postage or any additional fees.

3. Coupon reimbursements may not be deducted from invoices.

4. GOYA FOODS has the right to request evidence of proof of purchase to show that sufficient stock was purchased to cover coupons submitted.

### **Other Information**

1. The cash redemption value of each coupon is 1/100 of one cent.

2. Presentation of coupons for redemption other than as provided by this Redemption Policy constitute fraud.

3. FAILURE TO OBSERVE THESE TERMS AND CONDITIONS FOR PROPER REDEMPTION MAY, AT THE SOLE OPTION OF MANUFACTURER, VOID ALL COUPONS SUBMITTED FOR REIMBURSEMENT AND ALL COUPONS MAY BE RETAINED AS PROPERTY OF GOYA FOODS, WITHOUT PAYMENT. FAILURE TO ENFORCE ANY TERMS OR CONDITIONS HEREOF SHALL NOT BE DEEMED A WAIVER OF GOYA'S RIGHTS.