



KIKKOMAN INTERNATIONAL INC.

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COUPON REDEMPTION POLICY STATEMENT

This letter explains the terms and conditions under which Kikkoman International Inc. will reimburse customers for coupons submissions. Proper store redemption of our coupons authorizes you to submit coupons for reimbursement by Kikkoman International Inc. Your redemption of our coupons indicates your acceptance of and compliance with Kikkoman International Inc. requirements, as outlined below.

Redemption at the Store

1. Coupons are redeemable only by a consumer purchasing the specific product(s) indicated on the coupon, including, but not limited to the brand, quantity and size 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. Kikkoman International Inc. 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 produce or placed on hooks near Kikkoman 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 must pay any applicable sales tax.
6. Coupons are redeemable only at retail locations located in the United States, its territories and at U.S. Military bases.

Processing Coupons for Payment

7. Kikkoman International Inc. 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.
8. All applicable IRS reporting requirements, including obtaining an appropriate taxpayer identification number must be complied with.
9. To redeem coupons for Kikkoman International Inc., send properly redeemed coupons to:

Kikkoman
P.O. Box 880539
El Paso, TX 88588-0539

Policy for Payment and Denials

10. 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. An 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, 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, except as described in (ii) below, we will not pay any other upcharges that your 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 (five dollars) per thousand of coupons redeemed (\$5/M)
11. Coupon reimbursements and coupon adjustments cannot be deducted from product invoices or purchase orders. Invoice deductions and deduction fees are not in compliance with Kikkoman International Inc.'s redemption policy.
 12. Kikkoman International Inc. 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.
 13. 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 a state or federal court located in California. Each party shall be responsible for its own attorneys' fees and costs.
 14. If false or misleading verification information is provided on a questionnaire to Kikkoman International Inc., or a certified clearinghouse, redemptions privileges with Kikkoman International Inc. may be permanently terminated.
 15. Each shipment of coupons will be considered as a whole and Kikkoman International Inc. reserves the right to refuse payment for an entire shipment if any portion of the shipment is found to be improperly redeemed.
 16. Failure to observe these terms and conditions for proper redemption may, at the option of Kikkoman International void all coupons, submitted for reimbursement and all coupons may be retained as property of Kikkoman International Inc. without payment. Kikkoman International Inc. reserves the right to forward coupons, which Kikkoman International Inc. judges to be mis-redeemed, to law enforcement agencies for their review and investigative purposes.

Miscellaneous Terms

17. The cash redemption value of each coupon is 1/20 of one cent.
18. It is FRAUD to present coupons for redemption other than as provided by this Agreement.
19. YOU AGREE THAT FAILURE TO OBSERVE THESE TERMS AND CONDITIONS FOR PROPER REDEMPTION MAY AT THE SOLE OPTION OF KIKKOMAN INTERNATIONAL INC. VOID ALL COUPONS SUBMITTED FOR REIMBURSEMENT AND ALL COUPONS MAY BE RETAINED AS PROPERTY OF KIKKOMAN INTERNATIONAL INC, 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.

KIKKOMAN INTERNATIONAL INC.