



COUPON REDEMPTION POLICY STATEMENT

This document explains the terms and conditions under which Massimo Zanetti Beverage USA will reimburse customers for coupon submissions. Proper store redemption of our coupons authorizes you to submit coupons for reimbursement by Massimo Zanetti Beverage USA. Your redemption of our coupons indicates your acceptance and compliance with this redemption policy (the "Policy"). No course of dealings between us, purchase order, invoice, retailer-policy or similar document shall be construed to modify any of the terms of this Policy.

Redemption at the Store

- 1) Coupons are redeemable only by a consumer purchasing the product(s) indicated, including, but not limited to the brand, flavor, quantity and size with the face value of the coupon deducted from the retail price.
- 2) Coupons may not be reproduced, photocopied, trimmed, mutilated or altered in any way by the retailer or the customer.
- 3) Coupons must be redeemed on or before the printed (stated) expiration date.
- 4) Coupons are non-assignable and are void if transferred from their original recipient to any other person, firm or group. Massimo Zanetti Beverage USA 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 Massimo Zanetti Beverage USA products, gathered and distributed by any person or group for charitable fund-raising purposes, or otherwise used in any way except as described in Paragraph 1 above.
- 5) Coupons are void if taxed, restricted, or prohibited by law.
- 6) The consumer must pay any applicable sales tax.
- 7) There is a limit of one coupon per purchase of the product and size(s) indicated.
- 8) Coupons only redeemable by authorized dealers located in the U.S. and U.S. Military bases.

Processing Coupons for Payment

- 1) Massimo Zanetti Beverage USA will only 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 Massimo Zanetti Beverage USA products, send properly redeemed coupons to:

Massimo Zanetti Beverage USA
P.O. Box 870035
El Paso, TX 88587

- 4) We will only reimburse coupons on our Chock full o'Nuts, Hills Bros., MJB & Chase & Sanborn Brands. All other claims will constitute fraud.

Policy for Payment and GMA Adjustment Reasons:

- 1) You will be reimbursed only 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 coupon's stated maximum value)- ; and
 - B. \$.08* for handling each coupon properly redeemed.
 - This covers all costs, including any special handling, invoice preparation, or other fees-;and
 - 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. (\$5.00/M)
- 2) You will NOT be reimbursed for **unreasonable** postage & handling or any additional fees, including fees for retailer billing agent. Unreasonable postage & handling fees include but are not limited to fees above and beyond what has been stated above in section 1) paragraph C of the "Policy for Payment and GMA Adjustment Reasons."
- 3) Coupon reimbursements may not be deducted from product invoices or purchase orders. Invoice deductions and deduction fees violate this Policy. Any coupon reimbursements deducted will be rejected.
- 4) Massimo Zanetti Beverage USA reserves 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 the coupon sorting and billing service of any retailer or any agent involved in the handling process.
- 5) 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 New York, New York. Each party shall be responsible for its own attorneys' fees and costs.
- 6) If false or misleading verification information is provided on a questionnaire to Massimo Zanetti Beverage USA, or a certified clearinghouse, redemption privileges with Massimo Zanetti Beverage USA will be permanently terminated.

- 7) Each shipment of coupons will be considered as a whole and Massimo Zanetti Beverage USA reserves the right to refuse payment for an entire shipment if any portion of the shipment is found to be improperly redeemed.
- 8) Failure to observe these terms and conditions for proper redemption may, at the option of Massimo Zanetti Beverage USA, void all coupons, submitted for reimbursement and all coupons may be retained as property of Massimo Zanetti Beverage USA without payment. Massimo Zanetti Beverage USA reserves the right to forward coupons, which Massimo Zanetti Beverage USA judges to be misredeemed, to law enforcement agencies for their review and investigative purposes.
- 9) Post audit claims or disputes shall be brought within 90 days of the original coupon payments (per the JICC Guidelines). Massimo Zanetti Beverage USA will not review or consider acceptable deduction claims beyond 90 days of the original payment.

Other Information

- 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 Policy.
- 3) FAILURE TO OBSERVE THESE TERMS AND CONDITIONS FOR PROPER REDEMPTION MAY AT THE SOLE OPTION OF MASSIMO ZANETTI BEVERAGE USA VOID ALL COUPONS SUBMITTED FOR REIMBURSEMENT AND ALL COUPONS MAY BE RETAINED AS PROPERTY OF MASSIMO ZANETTI BEVERAGE USA, 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. YOU AGREE TO MAKE SURE ALL PERSONNEL WITHIN YOUR ORGANIZATION AND ALL OF YOUR AGENTS COMPLY WITH THIS POLICY. MASSIMO ZANETTI BEVERAGE USA RESERVES THE RIGHT, IN ITS SOLE DISCRETION, AND WITHOUT PRIOR NOTICE TO ANY PARTY, TO MODIFY, SUPPLEMENT, REVISE, OR ELIMINATE ANY OF THE TERMS AND CONDITIONS OF THIS POLICY.

* An industry study identified that the \$.08 covers the following costs:

- Front-end handling by the retailer
- Store to headquarters accounting
- Store Occupancy
- Sundry Loss
- Cost of Funds
- Coupon Processing

Effective 12/03/05