

PAUL SORVINO FOODS COUPON REDEMPTION POLICY
TERMS AND CONDITIONS

This Coupon Redemption Terms and Conditions policy (the "Agreement") establishes all terms and conditions applicable to the redemption, handling, and processing of Paul Sorvino Foods coupons, the amounts that Paul Sorvino Foods will reimburse to its customers for properly redeemed coupons, and all other matters relating to customers' acceptance and treatment of Paul Sorvino Foods coupons. Acceptance of Paul Sorvino Foods coupons indicates acceptance of, and agreement to be bound by, this Agreement. Neither any course of dealings nor any purchase order, invoice, policy, or other document shall be construed to modify any of the terms of this Agreement, except for an agreement distributed by Paul Sorvino Foods as an update to this Agreement or another agreement signed by Paul Sorvino Foods that expressly states that it supersedes this Agreement.

Redemption at the Store

1. Paul Sorvino Foods coupons are redeemable by qualifying consumers only in the USA, its territories, Puerto Rico and at U.S. Military bases.
2. Coupons are redeemable only by a qualifying consumer purchasing the specific brand(s), product(s), quantity and sizes stated on the coupon, with the face value of the coupon deducted from your retail price. Only one coupon may be redeemed per purchase. Coupons may not be combined or used in multiples on any product purchased.
3. Coupons may include an expiration date. Coupons will not be honored for reimbursement beyond six (6) months after the expiration date.
4. The transfer, assignment, reproduction, or other distribution of Paul Sorvino Foods coupons, not authorized in writing by a designated and authorized Paul Sorvino Foods representative, will not be allowed. Coupons may not be trimmed or altered in any way by the retailer. Coupons are non-assignable and are void if transferred from their original recipient to any other person, firm or group. Coupons are not to be gathered and distributed by any person or group for charitable fund raising purposes. Paul Sorvino Foods does not permit the distribution, collection, sale or assignment of its coupons for any reason. Coupons are not to be taped to product, placed near products, or kept in swap boxes or at check out stands for consumers who forget their coupons.
5. Coupons must be subject to the same controls as retailer maintains for its receipt of cash. Store employees, managers and agents must be advised of these controls accordingly.
6. Paul Sorvino Foods has no obligation for payment of any tax (including sales tax) in connection with any coupon.

Processing Coupons for Payment

7. Clearinghouses and coupon processing centers may submit Paul Sorvino Foods coupons for redemption on behalf of retailers provided they possess written authorization in the form of a coupon clearinghouse agreement with Paul Sorvino Foods's redemption agent. Paul Sorvino Foods reserves the right to deal directly with all retailers on all matters pertaining to any coupon submission.
8. Payment to the clearinghouse or agent on behalf of retailer constitutes full and final payment for the coupon submission by retailer and relieves Paul Sorvino Foods of any and all liability that may arise from non-performance on the part of the clearinghouse or agent to retailer, and further, retailer waives any right to pursue Paul Sorvino Foods for any claims or obligations that are due to the acts or omissions of its clearinghouse or agent.
9. Retailers, clearinghouses and agents must comply with all applicable IRS reporting requirements, including obtaining an appropriate taxpayer identification number.
10. Properly redeemed Manufacturer coupons should be sent to:

Paul Sorvino Foods
PO Box 880118
El Paso, TX 88588-0118
Use offer code 10000

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Policy for Payment and Denials

11. Retailers will be reimbursed for the following three items (and only these three items):
 - A) Face value of properly redeemed coupons, or if the coupon calls for free merchandise, for the retailer's retail selling price (up to the stated maximum value printed on the coupons);
 - B) 8 cents for handling/processing of each properly redeemed coupon, which fully covers all costs associated with handling/processing coupons, including but not limited to:
 1. Front end handling by the retailer
 2. Store to headquarters accounting
 3. Store occupancy
 4. Sundry loss
 5. Cost of funds
 6. Coupon processing, special handling, invoice preparation and process, deduction or other fees
 - C) Reasonable out-of-pocket costs incurred for the physical transportation of the coupons to Paul Sorvino Foods or to its authorized agent. Paul Sorvino Foods will not pay for any administrative or consolidation fees and, except as described in 2 below, will not pay any other up charges that retailers or third party retailer agents may assess on or in lieu of such pass-through/out-of-pocket expenses. The transportation costs will be reimbursed as follows:
 1. For retailers who sort the coupons they have redeemed and submit them directly without the use of any third party agent, the retailer will be reimbursed for incurred reasonable postage (e.g., first class mail insured) or other shipping charges, as indicated on the package received.
 2. For those retailers that are using a clearinghouse or billing agent, the retailer will be reimbursed at a rate equal to \$5.00 per thousand of coupons properly redeemed (\$5/M). The above three items represent the only amounts for which retailers will be reimbursed. Thus, the maximum amount that a retailer using a clearinghouse or billing agent will be reimbursed for a properly redeemed coupon is the face value (or other amount determined under 12(A) above) plus 8.0 cents for handling/processing plus 0.5 cents for transportation. Retailers agree not to attempt to collect or deduct any additional amounts in any way. Any such attempted collection or deduction (and any collection/deduction fee associated therewith) constitutes a breach of this Agreement and will not be accepted by Paul Sorvino Foods.
12. Paul Sorvino Foods 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 agent involved in the handling process.
13. Paul Sorvino Foods reserves the right to deny reimbursement for any coupons that exhibit signs of improper redemption, including but not limited to signs of gang cutting or similar cuts and tears, having been taped, having sequential number patterns, or being in mint condition.
14. If false or misleading verification information is provided on a questionnaire to Paul Sorvino Foods, or a certified clearinghouse, redemption privileges with Paul Sorvino Foods may be permanently terminated.
15. Each shipment of coupons will be considered as a whole and Paul Sorvino Foods 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 Paul Sorvino Foods, void all coupons submitted for reimbursement and all coupons may be retained as property of Paul Sorvino Foods without payment. Paul Sorvino Foods reserves the right to forward coupons, which Paul Sorvino Foods judges to be improperly 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 may be **FRAUD** to present coupons for redemption other than as provided by this Agreement.

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- 19. Retailers agree that failure to observe these terms and conditions for proper redemption may at the sole option of Paul Sorvino Foods (and without limitation to any other remedy that may be available to Paul Sorvino Foods) void all coupons submitted for reimbursement, and all coupons may be retained as property of Paul Sorvino Foods without payment. The exercise or waiver, in whole or in part, of any right, remedy or duty provided for in the Agreement will not constitute the waiver of any prior, concurrent or subsequent right, remedy or duty under this Agreement.**