



TILLAMOOK COUNTY CREAMERY ASSOCIATION

Producers of genuine "TILLAMOOK® CHEESE"

Tillamook County Creamery Association Coupon Redemption Policy Statement

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.

It is the intent of Tillamook County Creamery Association to process coupon reimbursements in the most efficient and cost effective way possible, to ensure that we can continue to provide consumers the promotional incentive that coupons offer.

Redemption at the Store

- 1) Coupons are redeemable only by a consumer purchasing the specific product(s) indicated on the coupon (i.e. the specific brand, size and quantity indicated), and only in accordance with the terms set forth on the face of the coupon and in this redemption policy. The face value of the coupon should be deducted from the retail selling price. Only one coupon shall be honored for each item purchased.
- 2) Retailers are to use reasonable care in accepting coupons. Retailers shall not accept coupons that have been reproduced, photocopied, mutilated, 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 prior to store redemption. Coupons are not to be used in swap boxes, taped to product or gathered and distributed by any other person or group for charitable fund raising purposes, or other 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 by dealers/retailers located in the U.S., its territories, and on U.S. military bases.

Processing Coupons for Payment

- 7) Properly redeemed and identified coupons will be accepted only from Tillamook County Creamery Association authorized intermediaries or clearing houses. Coupons will not be honored if presented through unauthorized persons or companies. Coupons will be considered void when presented by an agency or broker not authorized by Tillamook County Creamery Association.
- 8) All parties submitting coupons for redemption must comply with all applicable laws and regulations, including IRS reporting requirements, and must have an IRS taxpayer identification number.

9) Tillamook County Creamery Association 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.

10) To redeem coupons for Tillamook County Creamery Association, send properly redeemed coupons to:

Tillamook County Creamery Assoc.
P.O. Box 880997
El Paso, TX 88588-0997

OR

NCH/ Tillamook County Creamery Assoc.
26-A Walter Jones
El Paso, TX 77906

Policy for Payment and Denials

11) You will be reimbursed for the following amounts:

- A. Face value of coupons or, if the coupon calls for free merchandise, for the retail selling price (up to the stated cap amount), plus
- B. \$0.13 per coupon “Customer Handling Fee” for each coupon properly redeemed.*
Tillamook County Creamery Association has developed a set cost per coupon above face value of \$0.13 per coupon referred to by Tillamook County Creamery Association as “Customer Handling Fee” to fully compensate the Customer and their agents for all associated costs, including all handling and transportation expenses and other expenses and costs of any kind. **Tillamook County Creamery Association will not pay any additional fees or cost related to postage, shipping or transportation fees.** Due to system limitations and for ease of reconciliation the \$0.13 per coupon Customer Handling Fee will be computed in the following manner when a retailer or their clearinghouse submits an invoice for payment and settlement \$.08 per coupon handling fee plus a supplemental handling fee of \$.05 (billed as shipping/postage) per coupon to arrive at the \$0.13 per coupon Customer Handling Fee. Tillamook County Creamery Association will not pay any additional deduction fees or costs related to postage, shipping, transportation, and/or miscellaneous fees.

The Customer Handling Fee mentioned above constitutes full and complete compensation to the Customer and its agent for the customary and reasonable expenses incurred in processing the coupon from point of sale to redemption at Tillamook County Creamery Association designated site. The Customer Handling Fee takes into account the total cost of coupon handling by the Customer and its agent, including postage, shipping, and transportation, when reasonable and efficient coupon processing methods are utilized by Customer and agent. Other expenses, such as clearinghouse charges and handling fees, are costs negotiated between Customer and its clearinghouse or agent, and are not the responsibility of Tillamook County Creamery Association and therefore the fees involved will not be passed to Tillamook County Creamery Association.

12) The Customer agrees not to take unauthorized deductions from Tillamook County Creamery Association product invoices for any amounts relating directly or indirectly to coupon redemption. If such authorized deductions are made, Tillamook County Creamery Association reserves the option to take action, including but not limited to, suspending shipments/credit to the Customer and /or a reduction in the Customer’s promotional funding to offset any and all unauthorized coupon related deduction balances.

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*Among the retailer costs covered by the Customer Handling Fee are:

- Front-end handling by the retailer
- Store to headquarters accounting
- Store occupancy
- Sundry loss
- Cost of funds
- Coupon processing
- Any other special handling, invoice preparation or other fees

- 13) Tillamook County Creamery Association make every effort to make payment within thirty days from receipt of a coupon submission and invoice. The handling fee covers any and all costs associated with this time period.
- 14) If variances occur between your coupon invoice and our payment, you have six months to inquire about a variance. Lack of inquiry within six months of any variance constitutes your agreement with the adjustment. Claims or disputes made more than six months from the date of payment are waived and will not be considered.
- 15) Tillamook County Creamery Association 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.
- 16) (A) Any claim or dispute between you and Tillamook County Creamery Association, or arising from the relationship between them, and all disputes arising from or related to this Redemption Policy with an amount in controversy of \$50,000.00 or more shall be filed and conducted in a state or federal court located in Oregon. Each party shall be responsible for its own attorneys' fees and costs. (B) You and Tillamook County Creamery Association agree that all disputes between them, or arising from the relationship between them, and all disputes arising from or related to this Redemption Policy, including the scope of this arbitration agreement, involving coupon processing or payment claims or disputes with an amount in controversy of less than \$50,000.00 shall be resolved by binding arbitration by the National Arbitration Forum, under the Code of Procedure then in effect. Any award of the arbitrator(s) may be entered as a judgment in any court having jurisdiction. In the event a court having jurisdiction finds any portion of this agreement unenforceable, that portion shall not be effective and the remainder of the agreement shall remain effective. Information may be obtained and claims may be filed at any office of the National Arbitration Forum, www.arbitration-forum.com, or at P.O. Box 50191, Minneapolis, MN 55405. This Agreement shall be governed by and interpreted under the Federal Arbitration Act, 9 U.S.C. Sections 1-16 ("FAA"). The arbitration shall follow existing substantive Law to extent consistent with the FAA and applicable statutes of limitations and shall honor any claims or privilege recognized by law. If any party requests so, the arbitrator shall write an opinion containing the reasons for the award. Each party shall be responsible for its own attorneys' fees and costs. No claim submitted to arbitration is heard by a jury and no claim may be brought as a class action or as a private attorney general. Any arbitration hearing will take place within the Oregon federal judicial district. Coupon processing or payment disputes shall be brought within 6 months of the original date of coupon payment or such claims shall be extinguished. Any other claim or dispute between the parties and related to this Redemption Policy must be brought within 18 months after the claim arises or such claim shall be extinguished.
- 17) If false or misleading verification information is provided on a questionnaire to Tillamook County Creamery Association or certified clearinghouse, redemption privileges with Tillamook County Creamery Association may be permanently terminated.
- 18) Each shipment of coupons will be considered as a whole and Tillamook County Creamery Association reserves the right to refuse payment for an entire shipment if any portion of the shipment is found to be improperly redeemed.
- 19) It is FRAUD to present coupons for redemption other than as provided by this Redemption Policy.
- 20) FAILURE TO OBSERVE THESE TERMS AND CONDITIONS FOR PROPER REDEMPTION MAY, AT THE SOLE OPTION OF TILLAMOOK COUNTY CREAMERY ASSOCIATION VOID ALL COUPONS SUBMITTED FOR REIMBURSEMENT AND ALL COUPONS MAY BE RETAINED AS PROPERTY OF TILLAMOOK COUNTY CREAMERY ASSOCIATION, WITHOUT PAYMENT. FAILURE TO ENFORCE ANY TERMS OR CONDITIONS HEREOF SHALL NOT BE DEEMED A WAIVER FOR THEM.
- 21) Tillamook County Creamery Association may revise this Coupon Redemption Policy Statement at any time, in its sole discretion.

Effective Date: October 1st, 2010