

## **THE AMERICAN EGG BOARD**

### **Coupon Redemption Policy Statement**

This Coupon Redemption Policy Statement (“policy”) outlines the terms and conditions under which the American Egg Board will reimburse retail customers for coupon submission. Proper store redemption of American Egg Board coupons authorizes retailers to submit coupons for reimbursement by the American Egg Board.

Your redemption of our coupons indicates your acceptance and compliance with this redemption policy, notwithstanding any course of dealings between us, no purchase order, invoice, retailer-policy, or similar document shall be constructed to modify any of the terms of this agreement.

It is the intent of the American Egg Board, 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 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 from 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 U.S. military bases.

#### **Pressing coupons for Payment**

- 1) Properly redeemed and identified coupons will be accepted only from the American Egg Board 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 The American Egg Board.

- 2) All parties submitting coupons for redemption must comply with all acceptable laws and regulations, including IRS reporting requirements, and must have an IRS taxpayer identification number.
- 3) The American Egg Board will only accept properly redeemed and identified coupons: (a) directly from the retailer, or through (b) retailer clearinghouse, (c) retailer-billing agent, or (d) wholesaler-billing agent.
- 4) To redeem coupons for the American Egg Board, send properly redeemed coupons to:

American Egg Board  
P.O. Box 880054  
El Paso, TX 88588-0054

### **Policy for Payment and Denials**

- 1) 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. \$0.08 per coupon "customer handling fee" for each coupon properly redeemed\*

The American Egg Board has developed a set cost per coupon above face value of \$0.08 per coupon referred to by the American Egg Board' as "customer handling fee" to fully compensate the customer and their agents for all associated costs, including all handling and transportation expenses of any kind. The American Egg Board will not pay any additional fees or costs related to postage, shipping or transportation fees. Due to system limitations and for ease of reconciliation the \$0.08 per coupon customer handling fee will be computed in the following manner when a retailer through their clearing house submits an invoice for payment, a settlement of \$0.08 per coupon handling fee plus a supplemental handling of \$0.05 per coupons (billed as shipping/postage) will be paid to arrive at the \$0.13 per coupon customer handling fee. The American Egg Board will not pay any additional deduction fees or costs related to postage, shipping, transportation, and/or miscellaneous fees.

C. 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 The American Egg Board 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 clearing house charges and handling fees, are costs negotiated between customer and its clearing house or agent, and are not the responsibility of the American Egg Board and therefore the fees involved will not be passed to the American Egg Board.

- 2) Coupon reimbursements and/or coupon adjustments MAY NOT BE deducted from invoices or purchase orders.

- 3) Retailers will not be reimbursed for unreasonable postage or any additional fees of any type.
- 4) The American Egg Board 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.
- 5) Any lawsuit involving coupon processing or payment disputes shall be brought within 6 months of the original date of the coupon payment or such claims shall be deemed extinguished. Any such lawsuit shall be filed and conducted in the state or federal court located in Illinois. 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 the American Egg Board or certified clearinghouse, redemption privileges with the American Egg Board may be permanently terminated.
- 7) Each shipment of coupons will be considered as a whole and the American Egg Board reserves the right to refuse payment for an entire shipment if any portion is found to be improperly redeemed.

Other Information:

- 1) It is FRAUD to present coupons for redemption other than as provided by this policy.
- 2) FAILURE TO OBSERVE THESE TERMS AND CONDITIONS FOR PROPER REDEMPTION MAY, AT THE SOLE OPTION OF THE AMERICAN EGG BOARD VOID ALL COUPONS SUBMITTED FOR REIMBURSEMENT AND ALL COUPONS MAY BE RETAINED AS PROPERTY OF THE AMERICAN EGG BOARD, WITHOUT PAYMENT. FAILURE TO ENFORCE ANY TERMS OR CONDITIONS HEREOF SHALL NOT BE DEEMED A WAIVER FOR THEM.
- 3) The cash redemption value of each coupon is 1/100 of one cent.
- 4) The American Egg Board may revise this Coupon Redemption Policy at any time, in its' sole discretion.

Effective Date: January 1, 2010

\*The Customer handling Fee reimbursement covers the following costs:

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