



Applegate Farms
Coupon Redemption Policy Statement
Effective Date: June 1, 2014

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 Applegate Farms 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. Applegate Farms will not honor coupons submitted for reimbursement that have been, or appear to have been, reproduced, altered, assigned, or misused in any way. Such coupons are void and will not be redeemed by Applegate Farms, its coupon redemption agent (herein "agent"), or any Applegate Farms-approved redemption center. This includes, without limitation, coupons that have been, or appear to have been, (i) scanned, electronically reproduced, and/or sold on the Internet, (ii) transferred from their original recipient to any other person, firm or group prior to store redemption through a coupon club or other coupon exchange program, or (iii) mass or gang cut, taped to the product, or similarly torn or cut, auctioned, purchased, exchanged or altered. Applegate Farms reserves the right to confiscate and forward any coupons it reasonably believes have been wrongfully submitted for redemption to law enforcement agencies for review.
- 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 otherwise used in any way except as described in Section 1 above.
- 4) Coupons are void if taxed, licensed, 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 Applegate Farms 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 Applegate Farms.
- 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) Applegate Farms 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 Applegate Farms, send properly redeemed coupons to:
Applegate Farms LLC
c/o P.O. Box 880159
El Paso, TX 88588-0159

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. \$0.08 per coupon “Customer Handling Fee” for each coupon properly redeemed to compensate the Customer and their agents for all associated costs, including all handling and transportation expenses of any kind. **Applegate Farms will not pay any additional fees or cost related to postage, shipping or transportation fees, or insurance fees.** Applegate Farms 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 covers the following costs: front-end handling by the retailer; store to headquarters accounting; store occupancy; sundry loss; cost of funds; coupon processing and any other special handling, invoice preparation or other fees and



- 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 Applegate Farms 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 Applegate Farms and therefore the fees involved will not be passed to Applegate Farms.
- 12) The Customer agrees not to take unauthorized deductions from Applegate Farms product invoices for any amounts relating directly or indirectly to coupon redemption. If such authorized deductions are made, Applegate Farms 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.
 - 13) Applegate Farms 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.
 - 14) You and Applegate Farms agree that all disputes between you, or arising from the relationship between you, and all disputes arising from or related to this Redemption Policy, including the scope of this arbitration agreement, 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 and opinion containing the reasons for the award. 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 District of New Jersey federal judicial district.
 - 15) If false or misleading verification information is provided on a questionnaire to Applegate Farms or certified clearinghouse, redemption privileges with Applegate Farms may be permanently terminated.
 - 16) Each shipment of coupons will be considered as a whole and Applegate Farms reserves the right to refuse payment for an entire shipment if any portion of the shipment is found to be improperly redeemed.



- 17) It is FRAUD to present coupons for redemption other than as provided by this Redemption Policy.
- 18) FAILURE TO OBSERVE THESE TERMS AND CONDITIONS FOR PROPER REDEMPTION MAY, AT THE SOLE OPTION OF APPLEGATE FARMS, VOID ALL COUPONS SUBMITTED FOR REIMBURSEMENT AND ALL COUPONS MAY BE RETAINED AS PROPERTY OF APPLEGATE FARMS, WITHOUT PAYMENT. FAILURE TO ENFORCE ANY TERMS OR CONDITIONS HEREOF SHALL NOT BE DEEMED A WAIVER FOR THEM.
- 19) Applegate Farms may revise this Coupon Redemption Policy Statement at any time, in its sole discretion.