



**AZTECA FOODS, INC.**  
**COUPON REDEMPTION POLICY**  
**February, 2017**

These are the terms and conditions for retailer coupon redemption reimbursement for AZTECA FOODS, INC. and all of its operating units and brands. This Policy constitutes the entire agreement between the parties and supersedes all prior agreements, understandings, course of dealing and arrangements between the parties with respect to AZTECA FOODS, INC. coupons.

Any additional or different terms or conditions in any purchase orders, quotations, invoices, licenses or other communications, whether or not such terms or conditions materially alter this Policy, shall (a) be deemed objected to by AZTECA FOODS, INC. without need for further notice of objection, (b) be of no force or effect and (c) not, in any circumstance, be binding on AZTECA FOODS, INC. unless expressly accepted by AZTECA FOODS, INC. in writing. No course of dealing between the parties shall in any way terminate, amend, modify or supplement this Policy. The terms and conditions of coupon offers clearly set forth the offer and the intent of the manufacturer and override any technical issues, conflicts, limitations or scanning problems in the bar code.

**RETAILER:**

By submitting AZTECA FOODS, INC. coupons for redemption, the retailer and its redemption agent (collectively "You") are agreeing to comply with the AZTECA FOODS, INC. Coupon Redemption Policy (herein "Policy") as set forth below:

**Procedure**

1. Coupons are redeemable only by retail consumers purchasing the brand(s), flavor(s), size(s) and quantities indicated, prior to the expiration date, with the face value of the coupon deducted from your retail selling price. If the coupon calls for "free" products, the retailers retail selling price (up to the maximum value specified in the coupons for such "free" products), and only in accordance with the terms set forth on the face of the coupon and in this redemption policy.
2. Coupons are valid only in the USA, FPO's and APO's, with a Cash Value of 1/100th of a cent. AZTECA FOODS, INC. will not honor coupons submitted by retailers for products purchased outside of AZTECA FOODS, INC.'s normal channels of distribution. Coupons redeemed on salvaged, damaged, close-out or diverted product will not be honored. Properly redeemed and identified coupons will be accepted by AZTECA FOODS, INC. directly from the retailer, through a retailer clearinghouse, retailer-billing agent, or through a wholesaler-billing agent. Coupons from unauthorized intermediary agents will not be accepted.
3. Multiple AZTECA FOODS, INC. coupons (two or more, in any form including using a paper and paperless coupon together) may not be applied against the purchase of the same item. Coupons are not redeemable by an individual who is purchasing products for resale which may be evidenced by larger than normal quantities of coupons presented in a single or multiple transactions.
4. AZTECA FOODS, INC. reserves the right to withdraw and/or refuse payments for current coupon offers (paper or paperless) due to fraud or errors including but not limited to counterfeiting, unauthorized distribution, significant data errors or security system breaches.

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5. There is a limit of one coupon for each purchase of the product(s) and size(s) indicated. AZTECA FOODS, INC. 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 AZTECA FOODS, INC., its coupon redemption agent (herein "agent"), or any AZTECA FOODS, INC.-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. AZTECA FOODS, INC. reserves the right to confiscate and forward any coupons it reasonably believes have been wrongfully submitted for redemption to law enforcement agencies for review.
6. Coupons are void if taxed, licensed or restricted by law.
7. The consumer is responsible for paying any applicable sales tax.
6. AZTECA FOODS, INC. will not honor manufacturer coupons submitted more than six (6) months after their expiration date.
7. AZTECA FOODS, INC. will not honor retailer in-ad coupons submitted more than three (3) months after their expiration date.
8. AZTECA FOODS, INC. will not honor coupons submitted for product purchased from a party other than AZTECA FOODS, INC. or a wholesaler or distributor that has not received the product directly from AZTECA FOODS, INC.. (Refer to 2 above)
9. You, your agent, or your clearinghouse will submit properly redeemed coupons for redemption. Submission by any other person or entity will not be accepted. You understand that AZTECA FOODS INC. redemption data is confidential and proprietary to AZTECA FOODS INC. and you will not disclose any such data to a third party.
10. AZTECA FOODS, INC.'s actual count of coupons received will be final and shall govern their payment.
11. AZTECA FOODS, INC. reserves the right to audit the coupon sorting and billing service of any retailer or agent involved in the coupon redemption process.
12. Each shipment of coupons will be considered as a whole. AZTECA FOODS, INC. may refuse to reimburse you for an entire shipment if any portion of the shipment is deemed, either by AZTECA FOODS, INC. or AZTECA FOODS, INC.'s agent, to have been improperly submitted for redemption.
13. For paper coupons, AZTECA FOODS, INC. will deny reimbursement for any coupons which exhibit signs of misredemption, including, but not limited to: gang cuts, similar cuts or tears, evidence of tape, mint condition, uniform mix, sequential number patterns or excessive or larger than normal quantities of coupons in single or multiple transactions that would indicate the coupons were used to purchase products for resale and not for individual consumer use. AZTECA FOODS, INC. will notify and work with the retailer to identify and eliminate any problems. Retailers who do not respond to repeated notification and do not demonstrate willingness to eliminate problem areas will be suspended from receiving reimbursement for AZTECA FOODS, INC. coupons.
14. For paperless coupons, AZTECA FOODS, INC. will deny reimbursement for coupons which exhibit signs of mis-redemption, including, but not limited to: accuracy or quality issues in data files, excessive or unusual patterns or redemption, use of multiple coupons (paperless or paper) for a single purchase and excessive "make good" coupons or point of sale overrides. AZTECA FOODS, INC. encourages retailers participating in paperless coupon promotions to use industry standard formats for reading, writing and transmitting data to implement industry standards for paperless coupon promotions to promote efficiency and strong controls.
15. Any inquires for payment discrepancies should be made in writing within 120 days of the invoice date.

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16. The retailer must present to Azteca Foods, Inc., upon request, point of sale and/or product movement reports showing sufficient purchase of stock to cover coupons submitted for payments.
17. AZTECA FOODS, INC. reserves the right to deny reimbursement, retain and declare void any coupons presented for redemption if, in its reasonable discretion, such coupons are not properly submitted, including, without limitation, if: (a) coupons are submitted for reimbursement in violation of this Policy; (b) there is insufficient stock to cover the number and type of coupons submitted; (c) there is an inability to verify the retailer's address or business operations; (d) there are suspicious circumstances; or (e) there are any other irregularities. AZTECA FOODS, INC. reserves the right to forward submitted coupons to law enforcement agencies or the postal authorities for their review and investigation.
18. Coupons must be presented by the retailer or the retailer's agent approved by AZTECA FOODS, INC. or AZTECA FOODS, INC.'s agent. AZTECA FOODS, INC. reserves the right to deal directly with retailers on all matters pertaining to any coupon submission and to audit the coupon sorting and billing service of any agent involved in the coupon process.
19. Coupons are a form of cash and must be treated as such.
20. All AZTECA FOODS INC. coupons must be submitted for redemption to the AZTECA FOODS INC. redemption center at the following address, or to the redemption address printed directly on the coupon:  
  
**AZTECA FOODS, INC. 1579  
PO Box 880051  
El Paso, TX 88588-0051**
21. In the case of wholesalers and clearinghouses that submit on behalf of independent retailers, the identity of the independent retailers must accompany the actual coupons.
22. Coupons submitted to AZTECA FOODS, INC. or its' agent become the property of AZTECA FOODS, INC..
23. You will comply with all applicable IRS reporting requirements, including providing an appropriate taxpayer identification number to AZTECA FOODS, INC.'s agent.
24. All federal, state and local laws, rules and regulations apply to the submission and redemption of coupons by the retailer and its approved agents.
25. You will ensure all your employees, agents and contractors comply with this Policy.

### **REIMBURSEMENT**

You agree not to take unauthorized deductions from AZTECA FOODS, INC. product invoices for any amounts relating directly or indirectly to coupon redemption. If such unauthorized deductions are made, AZTECA FOODS, INC. 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.

1. You will only seek reimbursement from AZTECA FOODS, INC. or its agent for AZTECA FOODS, INC. coupons.
2. AZTECA FOODS, INC. will reimburse you for the face value of coupons, (or if coupon calls for free merchandise, for your retail selling price up to any maximum value printed on the face of the coupon), and a handling/processing allowance of \$.08 for each properly redeemed coupon. Direct PO Box submitters are reimbursed for shipping as indicated on the package received. Retailers who use a clearinghouse or billing agent will be reimbursed \$25.00/thousand coupons. AZTECA FOODS, INC. will not reimburse any other fees or charges.
3. For each free coupon offer, AZTECA FOODS, INC. will establish a minimum and maximum reimbursement amount. These amounts will be communicated to AZTECA FOODS, INC.'s agent. The maximum amount will also be printed on the coupon adjacent to the retail price box. You must hand-write the selling price of the product

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in the retail price box. If the hand-written amount exceeds the printed maximum reimbursement amount, only the printed amount will be reimbursed. If You do not write a price in the retail price box, you will be reimbursed for the minimum amount only.

4. In-Ad Coupons: In-Ad coupons, unlike manufacturer coupons, allow a retailer to control placement, distribution and timing. In-Ads are intended to be discounts on consumer purchases during a specific promotion period for a specific retailer. Retailers place In-Ad coupons in their primary advertising vehicle (e.g. newspaper, insert, store circular or direct mail circular) in cooperation with a manufacturer.
  - a. AZTECA FOODS INC. will reimburse you for rightful redemption costs only, as set forth above in Item #3. You will pay all other advertising costs associated with the In-Ad.
  - b. Your In-Ad coupons must and will include the following elements in order for AZTECA FOODS, INC. to reimburse any redemption costs:
    - . Correct brand name/size
    - . Retailer name
    - . The statement "Void if copied, transferred, purchased, or sold"
    - . Offer Number
    - . Retailer Value
    - . Coupon Value or Feature Price
    - . Expiration date
  - c. For In-Ad coupons, You agree:
    1. To use only one primary vehicle to distribute In-Ad coupons.
    2. If using an in-store flyer, to use the flyer as your only vehicle for promoting AZTECA FOODS, INC. products to the consumer unless you have obtained AZTECA FOODS, INC.'s prior approval.
    3. To distribute, print, and circulate In-Ad coupons only as authorized by the terms and conditions of the In-Ad program.
    4. Not to distribute the coupons, or make the coupons available, in any other manner whatsoever, including, without limitation, at point of sale (shelf or display), at checkout stands, in pads, or in any clipped or printed (other than the In-Ad) presentation.
    5. To indemnify, defend and hold AZTECA FOODS, INC. harmless from all costs arising from failure to distribute, print or circulate In-Ad coupons as provided herein.
    6. To purchase product to support the In-Ad event from a AZTECA FOODS, INC. sales representative in the same geographical area where the In-Ad event is available.
    7. Not to alter coupon copy without AZTECA FOODS, INC.'s prior written approval.
    8. To safeguard AZTECA FOODS, INC.'s In-Ad coupon artwork while in your possession, custody or control, and to indemnify, defend and hold AZTECA FOODS, INC. harmless from any loss or damage that may result from such failure to safeguard.
    9. Not to include any directly competitive products in your In-Ad.
5. Digital Coupons (coupons defined as paperless) will be issued and reimbursed in accordance to the existing redemption policy of AZTECA FOODS, INC.

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6. Redemptions will be managed through our centralized redemption process with NCH Marketing Services, our exclusive Manufacturing Redemption Agent. Direct submissions from individual retailers, especially in the paperless environment (due to individual technology and communication requirements) are not scalable or efficient long term and will not be accepted.

### **PROOF OF PURCHASE**

Upon request, retailers must provide AZTECA FOODS, INC. with legitimate proof-of-purchase documentation such as itemized invoices or product movement reports which show purchases of stock sufficient to cover coupons submitted for reimbursement. Failure to provide AZTECA FOODS, INC. with legitimate proof-of-purchase will deem all coupons null and void and payment for such coupons will be withheld. Handwritten invoices or invoices from salvaged merchandise suppliers or diverters will not be honored as legitimate proof-of-purchase. AZTECA FOODS, INC. reserves the right to utilize a third party to review all submissions and deny reimbursement based on the third party's recommendation. Proof of purchase information must be submitted to the address specified in the request within 30 days of request date.

### **REMEDIES**

1. In the event that payment for a coupon claim is withheld, either in full or a portion thereof, you have the right to appeal the decision to AZTECA FOODS, INC. or its agent within 6 months of the date of the payment claim. Such appeals are to be made directly to AZTECA FOODS, INC. or its agent, in writing.
2. You must bring any dispute, action, or legal proceeding related to coupon redemption within 12 months of the original date of the payment claim in a Federal or State court located in Chicago, Cook County, Illinois, or such claim shall be deemed extinguished. The substantive laws of the State of Illinois will govern any such proceeding.
3. Each party shall be responsible for its own fees and costs, including, without limitation, attorney's fees

AZTECA FOODS, INC.'s agent may void any and all coupons submitted for redemption which are not consistent with these terms. Such attempted redemption may constitute violation of U.S. Mail fraud statutes and could result in criminal prosecution.

If AZTECA FOODS, INC. or its agent (1) determines in good faith that a retailer has repeatedly failed or refused to comply with this policy, or has otherwise disregarded this policy, or has falsified information supplied to AZTECA FOODS, INC. or its agent, or (2) receives information from state or federal authorities that sufficient evidence exists to bring criminal charges against a retailer for conduct relating to coupon redemption practices, then AZTECA FOODS, INC. may terminate such retailer's redemption rights, effective upon notice to the retailer.

AZTECA FOODS, INC. reserves the right to confiscate any submissions it reasonably believes violate this policy, and to forward any such coupons to law enforcement agencies for further review and investigation.

Deductions taken by a wholesaler involved in an investigation or litigation for coupon fraud, or those taken on behalf of a retailer that is involved in an investigation or litigation for coupon fraud, will not be honored.

For questions concerning this Policy or claims for payment, please call the NCH Marketing Services Response Line at 1-800-833-7096.

This Policy was put into effect March 1, 2017 and applies to all coupon submissions received, beginning that day. AZTECA FOODS, INC. 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.