



## **AZTECA FOODS, INC. COUPON REDEMPTION POLICY**

**These are the terms and conditions for retailer coupon redemption reimbursement for AZTECA FOODS, INC. and all of its operating units and brands.**

### **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.
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.
3. 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.
4. Coupons are void if taxed, licensed or restricted by law.
5. The consumer is responsible for paying any applicable sales tax.

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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. reserves the right to audit the coupon sorting and billing service of any retailer or agent involved in the coupon redemption process.
11. 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.
12. Coupons are a form of cash and must be treated as such.
13. 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**
14. 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.
15. Coupons submitted to AZTECA FOODS INC. or its' agent become the property of AZTECA FOODS INC..
16. You will comply with all applicable IRS reporting requirements, including providing an appropriate taxpayer identification number to AZTECA FOODS INC.'s agent.
17. You will ensure all your employees, agents and contractors comply with this Policy.

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## **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 **\$5.54/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 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.

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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.

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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.

**Digital Coupons (coupons defined as paperless) will be issued and reimbursed in accordance to the existing redemption policy of**

**AZTECA FOODS INC.**

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 Cook County, Illinois, or such claim shall be deemed extinguished. The substantive laws of the State of Illinois will govern any such proceeding.

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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 **February 13, 2017** and applies to all coupon submissions received, beginning that day. AZTECA FOODS reserves the right to modify or withdraw the terms of this policy at any time, upon written notice.