



Mariani Packing Company, Inc.
COUPON REDEMPTION POLICY

This coupon policy outlines the conditions in which Mariani Packing Company will reimburse customers for coupon submissions. **Redemption of Mariani coupons automatically signifies compliance with Mariani's COUPON REDEMPTION POLICY, outlined below.**

Redemption at Store Level

1. Coupons are redeemable only by consumers purchasing the product/s indicated on the coupon, including, but not limited to the brand, quantity, size, with the coupon's face value offer deducted from the retail price.
2. Coupons may not be photocopied, reproduced, trimmed or altered in any way by the retailer.
3. Coupons are non-assignable and are void if transferred from their original recipient to any other person, firm or group. Mariani Packing Company, Inc. does not permit the unauthorized distribution, collection, sale, or assignment of its coupons for any reason. Therefore, Mariani coupons are not to be used in swap boxes, gathered and distributed by any person or group for charitable fund-raising purposes, or otherwise used in any way except as described above, #1.
4. Mariani coupons may not be affixed to product or placed on hooks near Mariani product unless a representative of Mariani specifically authorizes such placement.
5. Coupons are void if taxed, restricted, or prohibited by law.
6. Consumers are required to pay applicable sales tax.
7. There is a limit of one coupon per purchase of the product/s indicated.
8. Coupons are only redeemable by retailers located in the United States, including military bases.

Coupon Processing for Payment

1. Mariani, through their clearinghouse, will only accept properly redeemed and identified coupons directly from the retailer, through a retailer clearinghouse, or through a retailer-billing agent. Coupons from unauthorized intermediary agents will not be accepted.
2. Mariani authorizes NCH as our clearinghouse agent and NCH abides and enforces Mariani's Coupon Redemption Policy as stated herein. NCH will reimburse retailers or their authorized clearinghouse **directly** within 30 days upon receipt and upon verification of coupon's compliance to Mariani's coupon policy. If additional retailer verification needs to take place, reimbursement may take longer than the standard 30 day timeframe.
3. Parties submitting coupons for redemption must comply with all applicable laws and regulations, including IRS reporting requirements. All parties submitting coupons for redemption must have an IRS taxpayer identification number.

4. Retailers must present to Mariani, upon request, evidence of purchase of sufficient stock to cover coupons submitted for payment. Mariani reserves the right, as a condition to payment for submitted coupons, to audit the coupon sorting and billing services or any retailer or any agent involved in the handling of coupons submitted for payment.
5. To redeem coupons from Mariani, send authorized coupons to:

Mariani Packing Company, Inc.
PO Box 880580
El Paso, TX 88588-0580

Policy for Payment and Denials

1. Retailers will be reimbursed for the following three items:
 - a. **Face value** of coupons, or, if the coupon calls for free merchandise, reimbursement will be based on retailer retail price (up to the stated cap amount noted on the coupon)
 - b. **\$.08 cents** for handling each coupon properly redeemed. An industry study, independently conducted by Arthur Anderson, identified that the .08 cents covers the following costs:
 - i. Front-end handling by retailer
 - ii. Store to headquarters accounting
 - iii. Store occupancy
 - iv. Sundry loss
 - v. Cost of funds
 - vi. Coupon processing
 - vii. Any other special handling, invoice preparation or other fees
 - c. **Postage reimbursement** will be at \$.05 per valid coupon submitted
2. Retailers will NOT be reimbursed for any additional fees outside of the above mentioned reimbursement items.
3. Coupon reimbursements **MAY NOT BE DEDUCTED FROM INVOICES**.
4. Coupon reimbursements, coupon adjustments and coupon handling/redemption charges deducted from invoice payments will be considered **out of compliance** with this Redemption Policy.
5. Mariani will not be responsible for any additional coupon promotion costs, including, but not limited to costs associated with 'coupon doubling' promotions.
6. Cash redemption value of each coupon is 1/100 of one cent.
7. It is FRAUD to present coupons for redemption other than as provided by this Redemption Policy.
8. In consideration for submitting coupons for redemption, retailers agree to the terms and conditions of this policy. No purchase order, invoice, retailer or agent policy or similar document shall be construed to modify any of the terms of this policy. Contrary terms of any retailer or third party processing agent policy are expressly rejected. This policy can only be modified by a writing executed by Mariani Marketing Manager. Failure to observe these terms and conditions, outlined in this redemption policy, for proper redemption may, at the sole discretion of Mariani Packing Company, Inc., void all coupons submitted for reimbursement and all coupons may be retained as property of Mariani Packing Company, Inc., without payment.