



## COUPON REDEMPTION POLICY

This Coupon Redemption Policy (this “Policy”) sets forth the terms and conditions under which Massimo Zanetti Beverage USA will reimburse its retail customers for coupon submissions. Compliance with this Policy entitles customers to submit coupons for reimbursement by Massimo Zanetti Beverage USA. Redemption of coupons indicates a retailer’s acceptance of and compliance with all of the terms and conditions of this Policy. No course of dealings between us, purchase order, invoice, retailer-policy or other practice or document may modify any of the terms of this Policy.

### **Redemption at the Store**

- 1) Coupons will be redeemed only for the specific product(s) designated on the coupon (to include brand, flavor, quantity and size) and where the face value of the coupon has been deducted from the price for that product paid by the consumer.
- 2) Coupons which have been reproduced, photocopied, trimmed, mutilated or altered in any way and at any time are not eligible for redemption.
- 3) Coupons may be redeemed only for product purchases made on or before the respective coupon’s stated expiration date.
- 4) Coupons are non-assignable and are void if transferred from their original recipient to any other person, firm or group. Massimo Zanetti Beverage USA does not permit the unauthorized distribution, collection, sale or assignment of its coupons for any reason. Therefore, coupons are not to be used in swap boxes, taped to product or placed on hooks near Massimo Zanetti Beverage USA products, gathered and distributed by any person or group for charitable fund-raising purposes or otherwise used in any way except as described in this Policy.
- 5) Coupons are void if taxed, restricted or prohibited by law.
- 6) The consumer must pay any applicable sales tax on the product’s purchase.
- 7) Only one coupon for each purchase of the indicated product may be redeemed.
- 8) Coupons are redeemable by consumers only at authorized retailers located in the U.S. and on U.S. Military bases.

### **Processing Coupons for Payment**

- 1) Massimo Zanetti Beverage USA will accept coupons for redemption received only from the retailer where the product was purchased, through a retailer clearinghouse or through a retailer’s billing agent. Coupons from unauthorized intermediary agents will not be accepted.
- 2) All applicable IRS reporting requirements, including obtaining an appropriate taxpayer identification number, must be complied with.

3) Coupons must be mailed for redemption only to:

Massimo Zanetti Beverage USA (#2054)  
P.O. Box 880001  
El Paso, TX 88588-0001

**Policy for Payment and GMA Adjustment Reasons:**

1) Massimo Zanetti Beverage USA will make a reimbursement only for the following three items:

A. Face value of the coupon or, if the coupon calls for free merchandise, for the retail selling price of that merchandise (but only up to the coupon's stated maximum value);

B. \$.08 per coupon for all handling expenses of any kind incurred (including but not limited to any special handling costs, invoice preparation costs or other fees); and

C. Reasonable Postage as follows:

- Retailers which sort and submit coupons directly will be reimbursed for reasonable postage as indicated on the package received.
- Retailers which use a retailer clearinghouse or billing agent for the submission of coupons will be reimbursed at the rate of \$5.00 per 1000 coupons submitted.

2) No reimbursement will be made for any amounts or fees not specifically listed in this Policy.

3) Coupon reimbursement amounts may not be deducted from product invoices or purchase orders. Any attempt by a retailer at such a deduction will violate this Policy and be rejected.

4) Massimo Zanetti Beverage USA reserves the right to request evidence of proof-of-purchase to show that sufficient stock was purchased to cover the coupons submitted and to audit the coupon sorting and billing service of any retailer or other agent involved in the coupon handling and submission process.

5) Any claim involving coupon processing or a payment dispute must be made within twelve months of the original date of coupon use or such claim shall be deemed extinguished. Any lawsuit that may be filed relating to any such claim must be filed and conducted in the appropriate state or federal court located in Norfolk, Virginia. Each party shall be responsible for its own attorneys' fees and costs.

6) False or misleading information that is provided to Massimo Zanetti Beverage USA in connection with the redemption process, whether submitted directly by the retailer or any agent acting on its behalf, will result in a permanent termination of coupon redemption entitlement.

7) Each shipment of coupons will be considered as a whole. Massimo Zanetti Beverage USA reserves the right to refuse payment for an entire shipment if any portion of the shipment is found not to comply with this Policy. Accordingly, a failure to observe each of the terms and conditions of this Policy may, at the option of Massimo Zanetti Beverage USA, void all coupons submitted for reimbursement. All voided coupons may be retained as the sole property of Massimo Zanetti Beverage USA without payment or reimbursement of any kind on account of such voided coupons.

**Other Information**

- 1) The cash redemption value of each coupon is 1/20 of one cent.
  
- 2) Submission of coupons for redemption in any manner other than as strictly provided by this Policy may constitute fraud. Massimo Zanetti Beverage USA reserves the right to forward to law enforcement agencies for investigative purposes any coupons submitted which it believes may constitute fraud.
  
- 3) The exercise or waiver, in whole or in part, by Massimo Zanetti Beverage USA of any right, remedy or obligation provided in this Policy will not constitute the waiver of any prior, concurrent or subsequent right, remedy or obligation. Each retailer must ensure that all personnel within its organization and that all of its agents are familiar with this Policy and comply with each of its terms and conditions. Massimo Zanetti Beverage USA reserves the right, in its sole discretion and at any time and without prior notice, to modify, supplement, revise or eliminate any of the terms and conditions of this Policy.