



**Prairie Farms Dairy, Inc.
Coupon Redemption Policy Statement**

THIS DOCUMENT SETS OUT THE RULES GOVERNING THE REDEMPTION OF COUPONS ISSUED BY PRAIRIE FARMS DAIRY, ROBERTS DAIRY, HILAND DAIRY, EAST SIDE JERSEY DAIRY, INC., COLEMAN DAIRY, TURNER DAIRY (PRAIRIE FARMS CORPORATE).

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 Prairie Farms Dairy, Inc. (Prairie 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. Retailers shall not accept coupons that have been reproduced, photocopied, mutilated, trimmed or altered in any way.
- 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 other otherwise used in any way except as described in Section 1 above.
- 4) Coupons are void if taxed, 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 Prairie 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 Prairie 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) Prairie 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 Prairie Farms, send properly redeemed coupons to:

**Prairie Farms Dairy #2154
NCH Marketing Services
PO Box 880001
El Paso, TX 88588-0001**

Policy for Payment and Denials

- 11) The Customer agrees not to take unauthorized deductions from Prairie Farms product invoices for any amounts relating directly or indirectly to coupon redemption. If such authorized deductions are made, Prairie 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.
- 12) Prairie 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.
- 13) You and Prairie Farms agree that all disputes between them, or arising from the relationship between them, 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 arbitrators(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 state of Illinois federal judicial district.

- 14) If false or misleading verification information is provided on a questionnaire to Prairie Farms or certified clearinghouse, redemption privileges with Prairie Farms may be permanently terminated.
- 15) Each shipment of coupons will be considered as a whole and Prairie Farms reserves the right to refuse payment for an entire shipment if any portion of the shipment is found to be improperly redeemed.
- 16) It is FRAUD to present coupons for redemption other than as provided by this Redemption P o l i c y .
- 17) FAILURE TO OBSERVE THESE TERMS AND CONDITIONS FOR PROPER REDEMPTION MAY, AT THE SOLE OPTION OF PRAIRIE FARMS VOID ALL COUPONS SUBMITTED FOR REIMBURSEMENT AND ALL COUPONS MAY BE RETAINED AS PROPERTY OF PRAIRIE FARMS, WITHOUT PAYMENT. FAILURE TO ENFORCE ANY TERMS OR CONDITIONS HEREOF SHALL NOT BE DEEMED A WAIVER FOR THEM.
- 18) Prairie Farms may revise this Coupon Redemption Policy Statement at any time, in its sole discretion.