



TILLAMOOK COUNTY CREAMERY ASSOCIATION

Tillamook County Creamery Association Coupon Redemption Policy Statement

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 Tillamook County Creamery Association 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) Tillamook encourages Retailers participating in digital coupon promotions to use industry standard formats for reading, writing and transmitting data and to implement industry standards for digital coupon promotions in order to uphold efficient and strong controls.
- 5) Coupons are void if taxed, restricted or prohibited by law.
- 6) The consumer must pay any applicable sales tax.
- 7) Coupons are redeemable only by dealers/retailers located in the U.S., its territories, and on U.S. military bases.

Processing Coupons for Payment

- 8) Properly redeemed and identified coupons will be accepted only from intermediaries or clearing houses that have been authorized by Tillamook County Creamery Association. Coupons will not be honored if presented through unauthorized persons or companies. Coupons will be considered void when

presented by an agency or brokers who have not been authorized by Tillamook County Creamery Association.

- 9) 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.
- 10) Tillamook County Creamery Association 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.
- 11) To redeem coupons for Tillamook County Creamery Association, send properly redeemed coupons to:

Tillamook County Creamery Assoc.
P.O. Box 880997
El Paso, TX 88588-0997

Policy for Payment and Denials

- 12) Retailers will be reimbursed for the following three items (and only these three items):
 - A. Face value of coupons or, if the coupon calls for free merchandise, for the retail selling price (up to the stated cap amount).
 - B. \$0.08 per coupon "Customer Handling Fee" for each coupon properly redeemed.¹
 - C. Reasonable out-of-pocket costs incurred for the physical transportation of the coupons to Tillamook County Creamery Association or to its authorized agent, provided, however, that in no event will Tillamook County Creamery Association pay for any administrative or consolidation fees or any other upcharges that retailers or third party retailer agents may assess on or in lieu of such pass-through/out-of-pocket expenses.
- 13) The Customer agrees not to take unauthorized deductions from Tillamook County Creamery Association product invoices for any amounts relating directly or indirectly to coupon redemption. If such authorized deductions are made, Tillamook County Creamery Association 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.
- 14) Tillamook County Creamery Association makes every effort to make payment within thirty days from receipt of a coupon submission and invoice. The handling fee covers any and all costs associated with this time period.
- 15) If variances occur between your coupon invoice and our payment, you have six months to inquire about a variance. Lack of inquiry within six months of any variance constitutes your agreement with the

¹ The retailer costs covered by the Customer Handling Fee include, without limitation:

- Front-end handling by the retailer
- Store to headquarters accounting
- Store occupancy
- Sundry loss
- Cost of funds
- Coupon processing
- Any other special handling, invoice preparation or other fees

adjustment. Claims or disputes made more than six months from the date of payment are waived and will not be considered.

- 16) Tillamook County Creamery Association 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.
- 17) A) Any claim or dispute between you and Tillamook County Creamery Association, or arising from the relationship between them, and all disputes arising from or related to this Redemption Policy with an amount in controversy of \$50,000.00 or more shall be filed and conducted in a state or federal court located in Oregon. Each party shall be responsible for its own attorneys' fees and costs. (B) You and Tillamook County Creamery Association 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, involving coupon processing or payment claims or disputes with an amount in controversy of less than \$50,000.00 shall be resolved by binding arbitration by the National Arbitration Forum, under the Code of Procedure then in effect. Any award of the arbitrator(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.adrforum.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 an opinion containing the reasons for the award. Each party shall be responsible for its own attorneys' fees and costs. 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 Oregon federal judicial district. Coupon processing or payment disputes shall be brought within 6 months of the original date of coupon payment or such claims shall be extinguished. Any other claim or dispute between the parties and related to this Redemption Policy must be brought within 18 months after the claim arises or such claim shall be extinguished.
- 18) If false or misleading verification information is provided on a questionnaire to Tillamook County Creamery Association or certified clearinghouse, redemption privileges with Tillamook County Creamery Association may be permanently terminated.
- 19) Each shipment of coupons (paper or digital) will be considered as a whole and Tillamook County Creamery Association reserves the right to refuse payment for an entire shipment if any portion of the shipment is found to be improperly redeemed.
- 20) For digital coupons, Tillamook will deny reimbursement for coupons which exhibit signs of misredemption, including, but not limited to: accuracy or quality issues in data files, excessive or unusual patterns of redemptions, use of multiple coupons (digital and paper) for a single purchase and excessive "made good" coupons or point of sale overrides.
- 21) For paper coupons, Tillamook will deny reimbursement for any coupons which exhibit signs of misredemption, including, but not limited to: gang 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.

- 22) It is FRAUD to present coupons for redemption other than as provided by this Redemption Policy.
- 23) FAILURE TO OBSERVE THESE TERMS AND CONDITIONS FOR PROPER REDEMPTION MAY, AT THE SOLE OPTION OF TILLAMOOK COUNTY CREAMERY ASSOCIATION, VOID ALL COUPONS SUBMITTED FOR REIMBURSEMENT AND ALL COUPONS MAY BE RETAINED AS PROPERTY OF TILLAMOOK COUNTY CREAMERY ASSOCIATION, WITHOUT PAYMENT. FAILURE TO ENFORCE ANY TERMS OR CONDITIONS HEREOF SHALL NOT BE DEEMED A WAIVER FOR THEM.
- 24) Tillamook County Creamery Association may revise this Coupon Redemption Policy Statement at any time, in its sole discretion.

Effective Date: February 1st, 2015