



TERMS OF PROPER COUPON REDEMPTION

Effective Date: August 31, 2017

The following sets forth the terms and conditions under which Harvest Hill Beverage Company will reimburse retailers for redemption of our coupons. Proper store redemption of Harvest Hill Beverage Company coupons authorizes you to submit coupons for reimbursement by Harvest Hill Beverage Company. Your redemption of coupons signifies compliance with Harvest Hill Beverage Company requirements. After reviewing the following policy requirements, if you have any questions or need further clarification, please call our agent, NCH Marketing Services at 1-800-833-7096.

1. Coupons are redeemable only by a consumer purchasing the product(s) indicated, including, but not limited to the brand, quantity and size with the face value of the coupon deducted from the retail selling price. Multiple Harvest Hill Beverage Company coupons (two or more, in any form including using paper and digital coupons together) may not be applied against the purchase of the same item. Coupons are not redeemable by an individual who is purchasing products for resale which may be evidenced by larger than normal quantities presented in a single or multiple transactions. There is a limit of 4 like coupons per household per day.
2. Paper or digital coupons may not be reproduced, photocopied, 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. Harvest Hill Beverage Company does not permit the unauthorized distribution, collection, sale, auction, trade or assignment of its coupons for any reason. Therefore, coupons are not to be used in swap boxes, taped to product, placed on hooks near Harvest Hill Beverage Company products, gathered and distributed by any person or group for charitable fund-raising purposes, or otherwise used in any way except as described in Requirement 1 above.
4. Coupons are void where prohibited, taxed, or otherwise restricted by law.
5. The consumer must pay any sales tax charged in connection with the purchase of the product.
6. Coupons are only redeemable by authorized dealers located in the U.S., including Military bases.
7. Properly redeemed and identified coupons will be accepted by Harvest Hill Beverage Company directly from the retailer, through a retailer clearing house, retailer billing agent or through a wholesaler billing agent. Coupons from unauthorized intermediary agents will not be accepted.

8. All applicable IRS reporting requirements, including obtaining an appropriate taxpayer identification number, must be complied with.
9. The terms and conditions of coupon offers clearly set forth the offer and the intent of the manufacturer and override any technical issues, conflicts, limitations or scanning problems in the bar code.
10. You will be reimbursed for:
 - A. The face value of coupons or, if the coupon calls for free merchandise, for your retailer selling price (up to any maximum printed on the coupon).
 - B. \$.08 coupon "Customer Handling Fee" for each coupon properly redeemed and identified.
 - i. The Customer Handling Fee reimburses the retailer and its agent for all associated costs, including handling and transportation expenses of any kind. Harvest Hill Beverage Company will not pay any additional fees or costs, including those related to postage, shipping or transportation fees. Due to system limitations and for ease of reconciliation, upon submission of an invoice for payment, the Customer Handling Fee shall be settled as follows: an \$.08 per coupon handling fee, plus a reasonable amount for shipping costs.
 - ii. The Customer Handling Fee constitutes full and complete compensation to the retailer and its agent for the customary and reasonable expenses incurred in processing the coupon from point of sale to redemption at Harvest Hill Beverage Company's designated site. Any expenses, such as clearinghouse charges and handling fees, are costs negotiated between the retailer and its clearing house or agent, and are not the responsibility of Harvest Hill Beverage Company and therefore the fees involved will not be passed to Harvest Hill Beverage Company, nor will any other coupon-related fee of any kind.
11. Each shipment of paper coupons will be considered as a whole and Harvest Hill Beverage Company reserves the right to refuse payment for an entire shipment if any portion of the shipment is found to be improperly redeemed. Coupons submitted for reimbursement become the property of Harvest Hill Beverage Company.
12. Harvest Hill Beverage Company reserves the right to withdraw and/or refuse payments for current coupon offers (paper or digital) due to fraud or errors including but not limited to counterfeiting, unauthorized distribution, significant data errors or system security breaches.
13. Coupons must not be accepted from the consumer after the stated expiration date. Invoices for paper coupons received by Harvest Hill Beverage Company more than one hundred and fifty (150) days after the expiration date on the face of the coupon will not be honored. Invoices for digital coupons received by Harvest Hill Beverage Company more ninety (90) days after the expiration date on the face of the coupon will not be honored.
14. For paper coupons, Harvest Hill Beverage Company will deny reimbursement for any coupons which exhibit signs of misredemption, including, but not limited to: gang cuts, similar 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. Harvest Hill Beverage Company will

notify and work with the retailer to identify and eliminate any problems. Retailers who do not respond to repeated notifications and do not demonstrate willingness to eliminate problem areas will be suspended from receiving reimbursement for Harvest Hill Beverage Company coupons.

15. For digital coupons, Harvest Hill Beverage Company 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 or redemption, use of multiple coupons (digital or paper) for a single purchase and excessive "make good" coupons or point of sale overrides. Harvest Hill Beverage Company encourages retailers participating in digital coupon promotions to use industry standard formats for reading, writing and transmitting data to implement industry standards for digital coupon promotions to promote efficiency and strong controls.

16. Coupons not issued or authorized by Harvest Hill Beverage Company will not be paid and will be returned to the submitter.

17. The retailer must present, upon request, point of sale and/or product movement reports showing sufficient purchase of stock to cover coupons submitted for payments. Product purchases must support the amount of coupons submitted including the brand, quantity and size requirements as defined by the offer.

18. No deductions can be made from Harvest Hill Beverage Company product invoices for any amounts relating directly or indirectly to coupon redemption. If such unauthorized deductions are made, Harvest Hill Beverage Company reserves the option to take action, including but not limited to, suspending shipments/credits to the retailer and/or a reduction in the retailers' promotional funding to offset any and all unauthorized coupon related deduction balances.

19. The cash redemption value of each coupon is 1/100 of one cent.

20. It is FRAUD to present coupons for redemption other than as provided by this policy. Harvest Hill reserves the right to forward coupons or coupon data files which Harvest Hill judges to be misredeemed to law enforcement authorities for their review and investigative purposes.

21. Any lawsuit involving coupon payment disputes shall be brought within twelve (12) months of the original date of notification or such claims shall be extinguished. Any such lawsuit shall be venued in a state or federal court located in Fairfield County, Connecticut. Each party is responsible for its own attorneys' fees and costs.

22. Failure to observe these terms and conditions for proper redemption may, at the sole option of Harvest Hill Beverage Company, void all coupons submitted for reimbursement and all coupons may be retained as property of Harvest Hill Beverage Company, without payment. Failure to enforce any terms or conditions herein shall not be deemed a waiver of them.

23. To redeem coupons for Harvest Hill Beverage Company, the retailer shall send properly redeemed coupons to:

**Harvest Hill Beverage Company 1600
NCH Marketing Services
P.O. Box 880001
El Paso, TX 88588-0001**