Martin's Famous Pastry Shoppe, Inc. Coupon Redemption Policy Revision: 1

Martin's Famous Pastry Shoppe, Inc. ("Martin's") will reimburse retailers for coupon submissions according to the terms and conditions set forth below. A retailer's acceptance and redemption of Martin's coupons constitutes the retailer's binding agreement regarding the following terms and conditions:

- 1. Coupons are only redeemable for retail transactions in the United States of America.
- 2. Each coupons is redeemable only by an individual consumer in connection with a retail purchase of a Martin's product in which the face value of the coupon (or up to the maximum value in the case of a 'free' coupon) was deducted from the purchase price of the variety, size, and quantity of the Martin's product indicated on the coupon.
- 3. Each coupon must be redeemed by the consumer on or before the coupon's expiration date.
- 4. Coupon cash value 1/100 of 1¢. Consumer must pay any and all applicable taxes.
- 5. Multiple coupons may not be used for the purchase of a single item.
- 6. Coupons are void where prohibited, taxed, or restricted by law or when reproduced, altered, or transferred from or sold by their original recipient to any other person or entity.
- 7. Martin's will reimburse a retailer for the face value of each coupon (or up to the maximum value in the case of a 'free' coupon), plus the handling allowance as stated on the face of the coupon and reasonable postage fee, only if the coupon is properly redeemed in accordance with this Policy and presented to Martin's no later than 12 months after the coupon's expiration date. No other handling fees will be allowed.
- 8. Postage will be reimbursed per Martin's agreement with its coupon redemption agent.
- 9. Martin's actual count of coupons received will be final and will govern their payment.
- 10. Martin's reserves the right to deny reimbursement for, and retain and declare void, any coupons presented for redemption when any of the following conditions occur: mint/mass cut or uniform mix coupons are submitted for reimbursement; insufficient stock to cover the number and type of coupons submitted; inability to verify retailer's address or business operations; or any redemption procedure that is not in accordance with the terms and conditions of this Policy.
- 11. Coupon reimbursements may not be deducted from payments of Martin's invoices without Martin's prior written consent.
- 12. Coupons must be presented by retailers or a clearinghouse approved by Martin's or its agent. Martin's reserves the right to deal directly with retailers on all matters pertaining to any coupon submission and to audit the coupon sorting and billing service of any agent involved in the coupon process.
- 13. Upon request, retailer must provide proof of purchase of sufficient stock to cover coupons presented for payment.
- 14. In the event a retailer payment is withheld, the retailer must appeal this decision to Martin's within 12 months of the date of the notification by Martin's or its agent. Appeals made after the specified time frame will not be honored.
- 15. Failure to observe these terms and conditions for proper redemption may, at the option of Martin's, void all coupons submitted for reimbursement and all unpaid coupons may be retained as property of Martin's.
- 16. Failure to enforce any terms or condition of this Policy will not deem a waiver of them by Martin's. Additionally, Martin's reserves the right, in its sole discretion, and without prior notice to any party, to modify, revise, or eliminate any provisions of this Policy.
- 17. To redeem Martin's coupons, send them to the address listed below: Martin's Famous Pastry Shoppe, Inc. c/o CMS Department #75185, One Fawcett Drive, Del Rio, TX 78840.