

good culture Coupon Redemption Policy

good culture, LLC Coupon Redemption Policy Updated 07/20/2015

Dear Retailer:

This Coupon Redemption Policy and the legal copy on **good culture**, **LLC** coupons state the only terms and conditions under which **good culture** will reimburse its customers for coupon submissions ("Policy"). Your acceptance and redemption of coupons for **good culture** products constitutes your acceptance of and binding agreement with all the terms and conditions in this Policy. It is the retailer's responsibility to ensure its employees are aware of and in compliance with this Policy. Each submission of coupons to good culture creates a separate binding and enforceable agreement by Retailer to honor the following terms and conditions of this Policy. Retailer shall be solely responsible for ensuring that its employees and agents are aware of and perform in compliance with this Policy.

Any questions or requests for clarification regarding this Policy should be sent to: Inmar POB 1750
Winston-Salem, NC 27102-1750

YOUR ACCEPTANCE AND REDEMPTION OF GOOD CULTURE COUPONS CONSTITUTES A BINDING AGREEMENT TO HONOR THE FOLLOWING COUPON REQUIREMENTS:

- 1. Coupons are redeemable only in the United States of America.
- 2. Coupons are redeemable only when consumers purchase the brands/sizes/quantities indicated, prior to the expiration date, and retailers subtract the face value from the retail price of a **good culture** product.

- 3. Retailers must submit coupons for reimbursement within 90 days after the expiration date of the coupon.
- 4. Consumer must pay any and all applicable taxes. Coupon cash value 1/100¢.
- 5. Only one coupon may be accepted by the retailer per **good culture** product purchased.
- 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, firm or group. **good culture** does not permit the unauthorized distribution, collection, sale, or assignment of its coupons for any reason. **good culture** coupons are not to be used in swap boxes, taped to product, or otherwise made available to consumers outside good culture's intended means of distribution. Coupons may not be gathered and distributed by any person or group for charitable fund-raising purposes or otherwise used in any way except as described in Paragraph's 1 and 2.
- 7. With respect to a coupon, the terms of which require the purchase of multiple products (*i.e.*, Buy 4, Get 1 Free), only one coupon may be redeemed against the minimum number of products that must be purchased as stated on the coupon.
- 8. For each properly redeemed coupon, retailers will be reimbursed for the face value, or the retail selling price up to the maximum indicated on **good culture** coupons for free merchandise, plus the handling fee as stated on each **good culture** coupon and reasonable postage (further defined below). No additional fees will be accepted or paid.
- 9. Postage will be reimbursed at the following rates:
 - (i) For retailers using a retailer clearinghouse or billing agent will be reimbursed at a rate of \$10.00 per thousand coupons. Postage will not be paid at a per invoice level from clearing houses or agents.
 - (ii) Overnight or special handling rate packaging or delivery charges will not be reimbursed by good culture. **good culture** will not reimburse for insurance costs.
- 10. In the case of a free goods coupon, **good culture** will communicate a limit to CMS that represents the maximum reimbursement value of the coupon based on a representative market value. This maximum reimbursement amount will also be printed on the coupon in the retailer communication section of the coupon adjacent to the retail price box. If Retailer does not write a price in the space provided on the face of the coupon, an average market price, which is less than the maximum reimbursement amount and which **good culture** shall determine in its sole discretion, will be used as the coupon value. Retailer shall not charge to any consumer, who submits a valid **good culture** free goods coupon in exchange for the purchase of the quantity and identity of product identified on the free goods coupon, any amount of money in connection with such purchase, irrespective of whether the price that Retailer charges consumers for such product without a free goods coupon is greater than the maximum reimbursement value stated by **good culture** or CMS (*i.e.*, Retailer will provide the product to the consumer at no charge). Retailer shall indemnify **good culture** for any liability

resulting from Retailer's breach of this paragraph 10, including but not limited to, any damages, penalties or fines that are assessed against **good culture** by any governmental body, and any attorneys' fees and costs in connection with **good culture's** defense, because Retailer charged a consumer for any amount of money, including but not limited to, an amount of money equal to the difference between Retailers retail price and the maximum reimbursement amount associated with a free goods coupon. Consumer will also pay taxes on product.

- 11. **good culture's** (or its agent's) actual count of coupons received will be final and shall govern the payment of coupons under this Policy.
- 12. **good culture** reserves the right to deny reimbursement, retain and declare void any coupons presented for redemption when the following conditions occur: coupons are in mint/mass cut condition, or uniform mix coupons are submitted for reimbursement; retailer has insufficient stock to cover the number and types of coupons submitted; inability to verify retailer's address or business operations; coupons are counterfeit or out of distribution area; redemptions that are not in accordance with this Policy or have any other indications or misredemption. Further, **good culture** reserves the right to forward any such coupons to enforcement authorities for review.
- 13. **good culture** reserves the right to request documentation of proof of purchase and reserves the right to audit the coupon sorting and billing service of Retailer and/or any agent involved in the handling process. This includes, but is not limited to, itemized invoices, product movement reports and other supporting data to verify actual legitimate customer transactions.
- 14. Retailer shall not, nor shall any wholesaler, deduct from, or offset against, any good culture product invoice any amount related to coupon redemption for any reason whatsoever. Good culture will not accept any such deductions for any amounts.
- 15. Properly redeemed coupons must be submitted directly by the retailer or through an authorized clearinghouse only. Submission by unauthorized intermediary agents will not be accepted.
- 16. The terms and conditions of coupon offers, which are printed on the coupon, set forth the complete offer of good culture and override and supersede any different, additional or conflicting provisions resulting from technical issues, bar code scanning problems, or inability of software to properly scan all of the terms in the bar code.
- 17. In the event a retailer payment is withheld, the retailer must appeal this decision of **good culture** within six (6) months of the date of the notification of non-payment. Appeals made after six (6) months will not be honored by **good culture**.
- 18. Any inconsistent use of this Policy constitutes fraud and, in addition to other legal remedies at the option of **good culture**, may void all coupons submitted for reimbursement and coupons may be retained by **good culture** without payment.
- 19. Failure to enforce any terms or conditions of this Policy shall not constitute waiver of such provision or any other provision by **good culture**. **good culture** reserves the right, in its sole discretion, and without prior notice to any party, to

modify, revise or eliminate any of the provisions of this Policy. It is the retailer's responsibility to obtain updated copies of this Policy.

Send properly redeemed **good culture** coupons to:

Inmar Dept #59977 Good Culture LLC 1 Fawcett Drive Del Rio, TX 78840.

Sincerely,

good culture, LLC