

**BARCEL USA**  
**COUPON REDEMPTION POLICY**  
**Effective as of June 16, 2015**

This document outlines the terms and conditions governing the redemption of any Barcel USA coupons by its retailers and or other customers. **Your acceptance and redemption of any Barcel USA coupon constitutes a binding agreement to honor these redemption policy terms and conditions.** The express terms of this policy shall not be varied or altered by any course of dealings between us or any purchase order, usage of trade, retailer policy, clearing house or agent and is hereby expressly denied and rejected. This Barcel USA Coupon Redemption Policy may be modified at any time by Barcel USA at Barcel USA's sole discretion only. The current Barcel USA Coupon Redemption Policy is set forth as follows:

**A. Consumer redemption at the retail establishment**

1. Coupons are redeemable only by a consumer purchasing the flavor, quantity and size of the specific brands and product(s) stated on the coupon, prior to the expiration date with the face value of the coupon deducted from the retail price of the Barcel USA product.
2. Coupons may not be reproduced, photocopied, mutilated, trimmed or altered in any way. Coupons cannot be combined with any other offers or coupons, may only be used once and must be presented and surrendered at time of purchase. Coupons are not transferable and may not be reproduced, purchased, traded or sold. Coupons obtained through fraudulent activity and any transfer, sale or reproduction of coupons and any/all subsequent copies will be void.
3. Coupons are void if prohibited by law, void if taxed or restricted. The cash redemption value of each coupon is 1/40 of one cent.
4. The consumer is required to pay any and all applicable sales tax associated with the purchase of the product stated on the coupon.
5. Coupons are not authorized to be used when and if a consumer is purchasing products for resale. Barcel USA may decline, at its sole discretion, to honor redemption at any time of any such coupon(s).
6. The terms and conditions of the applicable coupon, as stated/printed on the coupon, set forth the Barcel USA purpose and overrule any malfunctions, technical issues or conflicts in scanning the coupon bar code.
7. Barcel USA coupons are not to be used in swap boxes, taped to product or placed on hooks near Barcel USA products, gathered and distributed by any person or group or made available to anyone outside their intended distribution channel or means of distribution.

8. Coupons are to be redeemed only at the following retail locations located in the fifty (50) United States, its territories and possessions, including at U.S. Military bases Puerto Rico, the district of Columbia, as applicable and in accordance with any restrictions stated on the coupon, as follows:

- 7 ELEVEN
- ALBERTSON'S
- AMPM
- ATKINSONS
- Baja Ranch
- Big Saver
- BLOCKBUSTER
- BROULIMS
- CARDENAS
- CENTER MARKETS
- CIRCLE K
- CNG RANCH
- CVS
- EL AHORRO
- EL RANCHO
- EL SUPER
- EVERDAY STORES
- FAMILY DOLLAR
- FOOD CITY
- Foodland
- FOODARAMA
- FOODMAXX
- FRYS
- HARVEST FOODS
- HEB
- JERRY'S CUB FOODS
- JEWEL OSCO
- KROGER
- KROGER F4L FOODSCO
- KUM & GO
- LOVE'S
- LOWES MERCADO
- M&W
- MARTINEZ FOODS
- MEIJER
- MI PUEBLO SAN JOSE INC
- NORTHGATE
- OXXO
- PAQ
- PAULS

- PICK N SAVE
- QUIKTRIP
- RALPHS
- 
- RAYS
- RED APPLES
- RIDLEYS
- ROUNDY'S
- SAAR'S
- SAFEWAY
- SAVE A LOT
- SAVE MART
- SMART AND FINAL
- SPEEDWAY LLC
- SPEEDY STOP
- STATER BROS
- STRACK & VAN TIL
- STRIPES
- SUPER A FOODS
- SUPERIOR
- TARGET
- TERRY'S
- TIME WISE
- VALLARTA SUPERMARKETS
- WALGREEN'S
- WALMART
- WINCO FOODS
- WOODMAN'S

## **B. Policy for Redemption Payment and Denials**

1. You will be reimbursed for the following three (3) items only:

(a) Face value of the coupon(s)

(b) \$0.08 (8¢) for handling of each coupon properly redeemed (the 8¢ covers the following costs: front-end handling by the retailer; store to headquarters accounting; store occupancy; sundry loss; cost of funds; and coupon processing which covers any special handling, consolidation or shipping fees, invoice preparation, or other fees); and

(c) Reasonable out-of-pocket costs incurred for the physical transportation of the coupons to us or to our authorized agent. **We will not pay for any administrative or consolidation or shipping fees and, we will not pay any other additional charges that you or your agent (if applicable) may assess on or in lieu of such pass-through/out-of-pocket expenses.** The transportation costs (hereinafter referred to as postage) to Barcel USA or our authorized agent will be reimbursed as follows:

- a) For retailers who sort the coupons they have redeemed and submit them directly without the use of any third party agent, you will be reimbursed for incurred reasonable postage (i.e. First class mail insured) or other shipping charges, as indicated on the package received. Overnight or special handling rate packaging or delivery charges will not be honored nor reimbursed.
  - b) For those retailers that are using a clearinghouse or billing agent, we will reimburse you at a rate, equal to \$9.00 per thousand of coupons redeemed.
  - c) No other service fees, fines or penalties will be permitted and the retailers agree not to deduct or attempt to collect any additional amounts from Barcel USA in any way.
2. Each shipment of coupons will be considered as a whole and Barcel USA reserves the right to refuse reimbursement for an entire shipment if any portion of the shipment is found to be improperly redeemed, fraudulent or otherwise in violation of any of the terms and conditions of this Agreement.
  3. Coupons submitted for payment become the property of Barcel USA. Barcel USA reserves the right to forward any such coupons to law enforcement authorities for their review and investigating purposes.
  4. Barcel USA or its authorized agents will be solely responsible for the calculation/counting of actual coupons received and their final determination will be final and shall govern the payment of coupons under this Agreement.
  5. Coupon claimed amounts, reimbursements and coupon adjustments cannot be deducted from product invoices or purchase orders. Invoice deductions and deduction fees are not in compliance with Barcel USA redemption policy and any attempt to take such deductions may, at the sole option of Barcel USA, void all coupons submitted for reimbursement.
  6. Barcel USA reserves the right to request evidence of proof of purchase to show that sufficient stock was purchased within the last 90 days 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. Any failure to comply may void all coupons submitted.
  7. Coupons will not be redeemed after 3 months (90 days) following the coupon's expiration date. In the case of a free goods coupon, the value written in the retail price box by the retailer's cashier shall not exceed the maximum reimbursement value stated on the coupon juxtaposed or next to the retail price box. If a written price is not in the retail price box, an average market price will be used as the coupon value, not to exceed the maximum reimbursement value stated on the coupon next to the retail price box.
  8. Barcel USA will only accept properly redeemed and identified coupons:

(a) directly from the retailer; or

(b) through a Barcel USA authorized retailer clearinghouse, retailer-billing agent, or wholesaler-billing agent. Submissions must maintain proper single store identity and address. Electronic clearing or any other exceptions to our standard process require prior written agreement. Barcel USA reserves the right to deal directly with all retailers on all matters pertaining to any coupon submission. Barcel USA reserves the right to audit the coupon sorting and billing service of any agent involved in the handling process. Submission by unauthorized intermediary agents will not be accepted. Disclosure of redemption data to a third party by a retailer or intermediary party is prohibited.

### **C. Processing Coupons for Reimbursement**

1. All applicable IRS reporting requirements, including obtaining an appropriate taxpayer identification number must be complied with by retailer and its agent.

2. To redeem coupons for Barcel USA, send properly redeemed coupons to the redemption address identified on the coupon.

3. Barcel USA and our agent make every effort to make payment within sixty (60) days from receipt of a coupon submission and invoice. The handling fee covers any and all costs associated with this time period.

4. Applicable Jurisdiction: Any legal dispute involving coupon processing or payment disputes shall be brought within 18 months of the original date of coupon payment or such claims shall be deemed extinguished. Any such lawsuit shall be filed and conducted in a state or federal court located in Texas. Each party shall be responsible for its own attorneys' fees and costs.

5. If false or misleading verification information is provided on a questionnaire to Barcel USA, or a certified clearinghouse, redemption privileges with Barcel USA may be permanently terminated.

Any questions regarding this policy should be sent in writing to:

**redemptioninfo@barcel-usa.com**

Any questions concerning claims for payment please contact:

**SIMCO-Simon Enterprises Co.**

**4600 Planned Industrial Dr. St. Louis, MO 63120**

**314-261-8600**

**Attn: Barcel USA Coupon Manager**

### **D. Miscellaneous Terms**

1. It is FRAUD to present coupons for redemption other than as provided by this Agreement.

2. YOU AGREE THAT FAILURE TO OBSERVE THESE TERMS AND CONDITIONS FOR PROPER REDEMPTION MAY AT THE SOLE OPTION OF BARCEL USA VOID ALL COUPONS SUBMITTED FOR REIMBURSEMENT AND

ALL COUPONS MAY BE RETAINED AS PROPERTY OF BARCEL USA, WITHOUT PAYMENT. THE EXERCISE OR WAIVER, IN WHOLE OR IN PART, OF ANY RIGHT, REMEDY OR DUTY PROVIDED FOR IN THIS AGREEMENT WILL NOT CONSTITUTE THE WAIVER OF ANY PRIOR, CONCURRENT OR SUBSEQUENT RIGHT, REMEDY OR DUTY UNDER THIS AGREEMENT.