

**CALIFORNIA AVOCADO COMMISSION
COUPON REDEMPTION POLICY
FOR RETAILERS**

RETAILER’S REDEMPTION OF CALIFORNIA AVOCADO COMMISSION (CAC) COUPONS INDICATES THE RETAILER’S ACCEPTANCE AND COMPLIANCE WITH THIS REDEMPTION POLICY (THE “AGREEMENT”). NOTWITHSTANDING ANY COURSE OF DEALINGS BETWEEN CAC AND A RETAILER, NO PURCHASE ORDER, INVOICE, RETAILER-POLICY OR SIMILAR DOCUMENT SHALL BE CONSTRUED TO MODIFY ANY OF THE TERMS OF THIS AGREEMENT.

Redemption at the Store

1. Coupons are redeemable only by a consumer purchasing Genuine California Avocados with the face value of the coupon deducted from retailer’s price, not to exceed \$1.99. Only one coupon shall be honored for each item purchased.
2. Coupons may not be reproduced, photocopied, mutilated, 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. The California Avocado Commission does not permit the unauthorized distribution, collection, sale, or assignment of its coupons for any reason. Therefore, coupons are not to be used in swap boxes, taped to product or placed on hooks near California avocados, gathered and distributed by any person or group for charitable fund-raising purposes, or otherwise used in any way except as described in Section 1 above.
4. Coupons are void if taxed, restricted, or prohibited by law.
5. The consumer is required to pay any applicable sales tax.
6. Coupons will be redeemed only at retail locations located in the United States, its territories and at U.S. military bases and can be redeemed for any size of a single avocado or towards a bag of avocados.

Processing Coupons for Payment

7. The California Avocado Commission will only accept properly redeemed and identified coupons directly from the retailer, or through an authorized retailer clearinghouse, retailer–billing agent, or wholesaler-billing agent.
8. All applicable IRS reporting requirements, including obtaining an appropriate taxpayer identification number must be complied with.
9. To redeem coupons for California avocados, send properly redeemed coupons to:



NCH
P. O. Box 880327
El Paso, TX 88588-0327

Policy for Payment and Denials

10. Retailers will be reimbursed for the following three (3) items:

- A) Face value of coupon or if the coupon calls for free merchandise, retailer's retail-selling price (up to the stated maximum value printed on the coupon); plus
- B) 8¢ for handling each coupon properly redeemed;
- C) Reasonable out-of-pocket costs incurred for the physical transportation of the coupons to us or to our authorized agent. CAC will not pay for any administrative or consolidation fees and, except as described in (ii) below, we will not pay any other upcharges that retailer or retailer's agent may assess on or in lieu of such pass-through/out-of-pocket expenses. The transportation costs will be reimbursed as follows:
 - i) Retailers who sort the coupons they have redeemed and submit them directly without the use of any third party agent will be reimbursed for reasonable incurred postage (i.e. first class mail insured) or other shipping charges, as indicated on the package received. Reimbursements for postage shall not exceed \$4.00 per thousand coupons redeemed.
 - ii) Retailers using a clearinghouse or billing agent will be reimbursed at a rate equal to \$4.00 per thousand coupons redeemed (\$4.00/1000).

11. Coupon reimbursements and coupon adjustments cannot be deducted from product invoices or purchase orders. Invoice deductions and deduction fees are not in compliance with this redemption policy.

12. The California Avocado Commission reserves the right to request evidence of proof of purchase from retailer to show that sufficient stock was purchased to justify the number of coupons submitted and reserves the right to audit the retailer or any coupon sorting and billing service of any retailer, or any agent involved in the coupon handling process.

13. If an action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs in addition to any other reasonable relief to which it may be entitled. Retailers agree to submit to the jurisdiction and venue of the appropriate court in the County of Orange, State of California, for any proceeding arising hereunder, whether brought by retailer or by CAC. Retailers agree that any action involving the substance of this Agreement, including but not limited to 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.



14. If false or misleading verification information is provided to the California Avocado Commission or a certified clearinghouse on a questionnaire, coupon redemption privileges may be permanently terminated.
15. Each shipment of coupons will be considered as a whole and the California Avocado Commission reserves the right to refuse payment for an entire shipment if any portion of the shipment is found to be improperly redeemed.
16. Failure to observe these terms and conditions for proper redemption may, at the option of the California Avocado Commission, void all coupons submitted for reimbursement and all coupons may be retained as property of the California Avocado Commission without payment.

The California Avocado Commission reserves the right to forward coupons, which California Avocado Commission judges to be misredeemed, to law enforcement agencies for their review and investigative purposes.

Miscellaneous Terms

17. The cash redemption value of each coupon is 1/20 of one cent.
18. It is FRAUD to present coupons for redemption other than as provided by this Agreement.
19. RETAILER AGREES THAT FAILURE TO OBSERVE THESE TERMS AND CONDITIONS FOR PROPER REDEMPTION MAY AT THE SOLE OPTION OF CALIFORNIA AVOCADO COMMISSION VOID ALL COUPONS SUBMITTED FOR REIMBURSEMENT AND ALL COUPONS MAY BE RETAINED AS PROPERTY OF CALIFORNIA AVOCADO COMMISSION, 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.

ADF/JD/JE

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12/8/03

