

Coupon Redemption Policy

This Coupon Redemption Policy and the legal copy on Square Enix, Inc. ("Square Enix") coupons state the only terms and conditions under which Square Enix will reimburse its customers for coupon submissions ("Policy"). Your acceptance and redemption of coupons for Square Enix products constitutes your acceptance of and binding agreement with all the terms and conditions in this Policy and on the Square Enix coupons. It is the retailer's responsibility to ensure its employees are aware of and in compliance with this Policy.

Redemption of Square Enix coupons in accordance with all terms and conditions of this Policy and the coupon authorizes you to receive appropriate payment for properly redeemed coupons. Appropriate payment will equal face value or the retail selling price up to the maximum indicated on Square Enix coupons for free merchandise, plus the handling fee stated on Square Enix coupons, and reasonable postage, as further defined below. Square Enix will not pay additional fees and charges. Payment amounts for Square Enix coupons should not be deducted from payment of any Square Enix product invoices. Such deductions for either whole or partial payment amounts will not be accepted by Square Enix and will be added to your next invoice for immediate payment.

- 1. Coupons are redeemable only in the fifty states of the United States of America, the District of Columbia, and Puerto Rico.
- 2. Coupons are redeemable only when consumers purchase the brands/sizes/quantities indicated from the submitting retailer, prior to the expiration date, and the submitting retailers subtracts the face value from the retail price of a Square Enix product. Retailers may only accept a Square Enix coupon if such coupon is presented in a face-to-face transaction by an adult customer of retailer.
- 3. Coupons must be redeemed by the consumer on or before the coupon's expiration date. 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 Square Enix 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, entity, or group.
- 7. For each properly redeemed coupon, retailers will be reimbursed for the face value, or the retail selling price up to the maximum indicated on Square Enix coupons for free merchandise, plus the handling fee as stated on each Square Enix coupon and reasonable postage (further defined below). No additional fees will be accepted or paid.
- 8. Postage will be reimbursed at current actual uninsured rates. First Class U.S. postal rates will apply for shipments less than or equal to 13 ounces and United Parcel Service ground rates will apply for shipments that exceed 13 ounces.



- 9. Square Enix's (or its agent's) actual count of coupons received will be final and shall govern the payment of coupons under this Policy.
- 10. Square Enix reserves the right to deny reimbursement, retain, and declare void any coupons presented for redemption when any of 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; Square Enix is unable to verify retailer's address or business operations; attempted redemptions that are not in accordance with this Policy; Square Enix deems the coupons to be counterfeit, fraudulent, or duplicated in an unauthorized manner, or otherwise bear indications of misredemption; or coupons that were accepted by the retailer after the expiration date. Square Enix reserves the right to forward any such coupons to law enforcement authorities for review.
- 11. On request, retailers must provide Square Enix with proof of purchase of Square Enix products sufficient to cover coupons presented for payment.
- 12. Square Enix reserves the right to audit the coupon sorting or billing service of any retailer, clearinghouse, or agent involved in the handling or submission of coupons.
- 13. Coupon payments may not be deducted from payments of Square Enix's product invoices.
- 14. 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.
- 15. In the event a retailer payment is withheld, the retailer must appeal this decision of Square Enix within six (6) months of the date of the notification of non-payment. Appeals made after six (6) months will not be honored by Square Enix.
- 16. Any use of coupons inconsistent with this Policy constitutes fraud and, in addition to other legal remedies at the option of Square Enix, may void all coupons submitted for reimbursement and coupons may be retained by Square Enix without payment.
- 17. Failure to enforce any terms or conditions of this Policy shall not constitute waiver of such provision or any other provision by Square Enix. Square Enix 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.
- 18. Send properly redeemed Square Enix coupons to:

Inmar Dept. #62248 Square Enix, Inc. 1 Fawcett Drive Del Rio, Texas 78840

19. Square Enix's sole obligation hereunder is limited to reimbursing retailers the amount described herein for valid coupons redeemed by retailer in compliance with this Policy. In no event shall Square Enix's liability, the liability of any of Square Enix's affiliates, or the liability



of any director, officer, agent, employee, or contractor of any of the foregoing, hereunder exceed the amount described herein for valid coupons submitted by retailer in accordance with this Policy. Retailer shall defend, indemnify, and hold harmless Square Enix, its affiliates, and their directors, officers, agents, employees, and contractors for any claims arising out of or related to this Policy in excess of that amount.

- 20. This Policy shall be governed and construed in accordance with the laws of California, without regard for conflicts of laws principles. Any action or proceeding brought by any party related to or arising out of this Policy or any Square Enix coupons must be brought in a federal or state court in Los Angeles County, California.
- 21. Any legal action hereunder must be brought within one (1) year of the particular submission date giving rise to the cause of action.
- 22. Should any provision of this Policy be declared invalid or unenforceable for any reason, such decision shall not affect the validity or enforceability of any other provision of the Policy, which other provisions shall remain in full force and effect as if this Policy had been agreed to with the invalid or unenforceable provision(s) eliminated.