



Wells Enterprises, Inc. Coupon Redemption Policy

This Coupon Redemption Policy (the “Policy”) includes the following brands owned or licensed by Wells Enterprises, Inc.: Blue Bunny®, Bomb Pop®, Blue Ribbon Classics®, Chilly Cow®, Halo Top®, Farm to Spoon®; Kingston™, Yonola™; Cold Crush®, Coffee House™, WW®, SorBabes®, and Cheesecake Factory In Home™.

This Policy governs the redemption terms relating to the coupons made available by Wells Enterprises, Inc. (“WEI”), or its affiliates, for the purchase of WEI products where the point of sale occurs at a physical retail establishment (the “Coupon(s)”) and the online purchase codes made available by WEI for the purchase of WEI products where the point of sale occurs online (the “Code(s)”). Such Coupons and/or Codes are redeemable at participating retail merchants selling WEI products (each a “Retailer”). By submitting any Coupon for redemption and/or processing any Code, a Retailer and its coupon clearinghouse (each a “Clearinghouse”), if any, agree to be bound by this policy. Submission of Coupons or Codes for redemption signifies compliance with the terms and conditions printed on such Coupons and the terms and conditions set forth below, which are incorporated into all Coupons and/or Codes by reference. Each submission of Coupons to WEI’s processing agent creates a binding enforceable agreement to honor the terms and conditions of this policy and the terms and conditions of the Coupon. It is the Retailer’s responsibility to ensure its employees and agents are aware of and in compliance with this policy.

1. COUPONS:

- A. Coupons are only valid and redeemable in the fifty states comprising the United States of America, the District of Columbia, U.S. territories and possessions, and the U.S. military installations worldwide, including A.P.O. and F.P.O, or as otherwise restricted on the Coupon.
- B. No Coupon may be redeemed after the expiration date set forth on such Coupon.
- C. The cash redemption value of each Coupon is 1/100 of 1 cent.
- D. Coupons are void where prohibited, taxed or restricted by law.
- E. Coupons are void when reproduced, altered, transferred, bought, sold, traded, exchanged for cash, other coupons, or certificates, or auctioned, from their original recipient to any other person, firm or group prior to store redemption.
- F. Coupons are to be used toward the purchase of WEI products for individual consumer use only and should not be accepted by any retailer for product that will be resold.

- G. Coupons may be issued by WEI in the form of a paper coupon (a “Print Coupon”) or through digital means, know as a digital or paperless coupon (a “Digital Coupon”). A Digital Coupon shall be issued only through a WEI authorized digital providers to a unique consumer id, which shall be tied to a particular Retailer.
- H. WEI does not authorize Digital Coupons for display on mobile phones.

2. CODES:

- A. A Code must be entered at checkout to receive discount.
- B. Codes are not valid in conjunction with any other WEI Coupon or offer and are void where taxed, prohibited and restricted. No adjustments to prior purchases shall be made.
- C. Codes are not valid for cash.
- D. Codes are only valid on orders placed on websites authorized by WEI as indicated in the terms thereof, with a shipping and billing address found in the continental U.S.

3. COUPON REDEMPTION AT RETAILER:

- A. For each properly redeemed Coupon, when consumers purchase the brand(s)/size(s)/quantity(ies) and variety(ies) of products indicated on the Coupon, retailers will be reimbursed for the face value, or the retail selling price up to the maximum indicated on Coupons for free merchandise, plus the handling fee as stated on each Coupon and reasonable postage (further defined below). No additional fees will be accepted or paid.
- B. Multiple WEI product Coupons (two or more, in any form including using a Print and Digital Coupon together) may not be applied against the purchase of a single item, and a maximum of two identical Coupons may be redeemed for two identical items in a single purchase.
- C. No Coupon may be redeemed after the expiration date set forth on such Coupon.
- D. The consumer must pay any sales tax applicable to the product(s) being purchased.

4. PROCESSING COUPONS FOR PAYMENT AND DENIALS RELATED THERETO:

- A. Properly redeemed Coupons must be submitted directly by the Retailer that redeemed the coupons, or through a Clearinghouse authorized and approved by a WEI processing agent. Submission by unauthorized intermediary agents will not be accepted. Retailers are bound by the acts and omissions of their designated Clearinghouse, and WEI accepts no responsibility whatsoever for any Clearinghouse or for the acts or omissions of any Clearinghouse. In the event WEI deems a Clearinghouse financially insecure, as determined at its sole discretion, WEI reserves the right to remit any payments directly to a Retailer, but WEI shall have no obligation to do so. Retailer accepts all credit risk associated with any Clearinghouse. Electronic clearing or any other exceptions to WEI standard process requires prior written agreement by WEI.

- B. WEI processing agent may request completion of a questionnaire to facilitate the payment process. Providing false or misleading information in a questionnaire submitted to WEI, its processing agent or a Clearinghouse may result in the termination of redemption privileges. Any Retailer who fails to complete and submit a questionnaire to the WEI processing agent after two requests may be denied payment for any and all Coupons submitted. WEI reserves the right to forward Coupons to law enforcement agencies for review and investigation as WEI may deem appropriate. Each shipment of Coupons will be considered as a whole and WEI reserves the right to refuse payment for an entire shipment if any portion of the shipment is found to be improperly redeemed.
- C. For each properly redeemed Coupon, WEI will reimburse the following items:
- i. Face value of Coupons or, in the case of a free good Coupon, the lesser of the Retailer's then current selling price and the maximum allowable amount specified on the Coupon. If the Retailer does not write a price in the retail price box, a predetermined default value based on a representative market value determined by WEI will be used. Reimbursement shall not exceed either the amount stated on the Coupon or the predetermined default value as described herein.
 - ii. Plus eight cents (\$0.08) for handling each Coupon properly redeemed.
 - iii. Plus reasonable, actual direct ground postage from the Retailer to WEI processing agent or from the Retailer's Clearinghouse to WEI processing agent. All other postage and handling costs/fees (including insurance) are the responsibility of the Retailer as part of the initial \$0.08 handling fee per Coupon.
- D. Except as set forth above, WEI will not pay any other administrative, handling, transportation or other Coupon processing fees that Retailer or its Clearinghouse may incur or request.
- E. Invoices for Print Coupons received by WEI more than six (6) months after the expiration date on the Coupon will not be honored. Invoices for Digital Coupons must be presented to WEI processing agent within thirty (30) days after the expiration of the Coupons.
- F. WEI reserves the right, in its sole discretion, to withdraw and/or refuse payments and declare void any Print Coupon or Digital Coupon offer and to modify or terminate any Code and/or consumer's participation at any time due to fraud or errors including but not limited to counterfeiting, unauthorized distribution, significant data errors or system security breaches.
- G. WEI reserves the right to deny reimbursement, retain, mark, and declare void any Coupons and/or Codes presented for redemption that are:
- i. In mint/mass/gang or similar cut or torn condition;
 - ii. In sequential number patterns, or contain evidence of tape, or are in excessive or larger than normal quantities in single or multiple transactions that would indicate the Coupons were used to purchase products for resale and not for individual consumer use;

- iii. Altered or appear to be reproductions;
 - iv. Submitted in a uniform mix (multiple submissions of a single Coupon or the same quantity of several different Coupons);
 - v. Not supported by sufficient Retailer stock to cover the number and types of Coupons submitted for redemption;
 - vi. Not supported by itemized invoices showing sufficient purchases of products of the Retailer within the normal redemption cycle to cover the Coupons presented for payment. WEI may request supporting data, typically transaction log data, to verify actual consumer transactions for the relevant period;
 - vii. Submitted by a Retailer whose address or business operations cannot be verified;
 - viii. Redeemed in a different area from their original distribution area (out of area Coupons);
 - ix. Published elsewhere without written permission from WEI;
 - x. Accepted from the consumer after the stated expiration date;
 - xi. Deemed to have any other indications of mis-redemption; and
 - xii. Not in accordance with this Policy.
- H. WEI will deny reimbursement for Coupons/Codes which exhibit signs of mis-redemption, including, but not limited to: accuracy or quality issue in data files, excessive or unusual patterns or redemption, use of multiple Coupons for the purchase of a single item or use of more than two identical Coupons for the purchase of more than two of the same item, and excessive “make good” Coupons or point-of-sale overrides.
- I. On request, Retailers must provide WEI with proof of purchase of WEI products sufficient to cover Coupons presented for payment. Retailer and Clearinghouse, if any, shall each keep full, true and accurate books of account and other records containing all particulars relating to the Coupons, Coupon redemption, and all sales of products made with Coupons. All such books and records shall be maintained by Retailer and/or Clearinghouse for a period of five years following the expiration of the Coupons. WEI or its representatives shall have the right to inspect, during regular business hours and upon prior reasonable notice, such books and other records.
- J. Coupon reimbursement, post audit claims, penalties and deduction fees may not be deducted from WEI invoices. If such deductions are made, the Retailer’s credit with WEI may be suspended or shipments may be suspended until the amount is repaid including any penalties and/or deduction fees.
- K. Mail properly redeemed WEI Coupons to:

Wells Enterprises, Inc.
 Inmar Dept. #70640
 1 Fawcett Dr., Del
 Rio, TX 78840

- L. The WEI processing agent's count of Coupons received will be final and shall govern the payment of Coupons under this Policy.
- M. Failure to observe these terms and conditions for valid redemption may, at the sole discretion of WEI, void all Coupons submitted for reimbursement and all Coupons may be retained as property of WEI, without payment. Failure to enforce any terms or conditions hereof shall not be deemed a waiver of such terms or conditions; and no custom or practice at variance with the terms of this Policy will constitute a waiver of the right to demand exact compliance with the terms of this Policy. Should any provision(s) of this Policy be declared invalid for any reason, such decision shall not affect the validity of any other provisions, which other provisions shall remain in full force and effect. This Policy may be amended by WEI at any time and at its sole discretion.

5. WEI Audit of Retailer Records:

WEI 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. WEI reserves the right to deal directly with all Retailers on all matters pertaining to any Coupon submission.

6. Retailer Payment Denial:

- A. In the event a Retailer payment is denied, the Retailer may appeal within six (6) months of the date of submission. Appeals should be forwarded in writing to the corresponding address below. Lack of action within six months of any variance constitutes your agreement with the denial or adjustment, as applicable. Appeals received after six (6) months will not be considered. Appeals should be sent to:

Wells Enterprises, Inc.
Inmar Dept. #70640
1 Fawcett Dr., Del
Rio, TX 78840

- B. Retailer shall indemnify and defend WEI, its affiliates, and each of their respective officers, agents, employees, successors, and assigns, from and against any and all claims, demands, regulatory proceedings, and/or causes of action, and all damages, liabilities, costs (including settlement costs and additional contract or cancellation costs) and expenses associated therewith (including, but not limited to, reasonable attorneys' fees), to the extent arising from any breach by retailer of this Policy.

7. Limitation of Liability:

- A. WEI's sole obligation hereunder is limited to reimbursing Retailer or its Clearinghouse the face value of all Coupons submitted by Retailer if redeemed and submitted in accordance with the terms of such Coupons and this Policy. In no event shall WEI's liability hereunder exceed the total face value of all valid Coupons submitted by Retailer in accordance with such terms.

*Wells Enterprises, Inc.
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