



CROPP COOPERATIVE

organic and farmer-owned since 1988

*One Organic Way, La Farge, WI 54639
(888) 444-6455 Fax (608) 625-2600*

RETAIL COUPON REDEMPTION AGREEMENT

Effective January 2022

As used in this Agreement, **CROPP Cooperative (CROPP)**, owner of **Organic Valley**, **Organic Prairie**, **and** other brands (“we” “us” “our”), refers to the company whose products are the subject of coupon submissions. The words “you” or “your” refers to all retailers and distributors of our products and their agents.

Following are the terms and conditions under which *CROPP* will reimburse you, the retailer, for coupon submissions. Your submission of coupons for redemption signifies your compliance with the terms and conditions set forth below and printed on coupons, which are incorporated into all *CROPP* coupons by reference. Each submission of coupons to *CROPP* creates a binding enforceable Agreement (the “Agreement”) to honor the following terms and conditions. It is the retailer’s responsibility to ensure its employees are aware of and in compliance with this Agreement. **YOUR ACCEPTANCE AND REDEMPTION OF CROPP COUPONS CONSTITUTE A BINDING AGREEMENT TO HONOR THE FOLLOWING COUPON REQUIREMENTS:** Your submission of our coupons for redemption signifies your acceptance and compliance with this redemption Agreement. Notwithstanding any course of dealings between us, 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 the specific brand(s) and product (s) stated on the coupon on or before the stated expiration date, with the face value of the coupon deducted from your retail price. Only one coupon whether it be paper or digital shall be honored for each item purchased. Coupons are not redeemable by an individual who is purchasing products for resale which may be evidenced by larger than normal quantities of coupons presented in a single or multiple transactions.
- 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. *CROPP* 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 *CROPP* products, gathered and distributed by any person or group

for charitable fund-raising purposes unless provided by CROPP for such purposes, or otherwise used in any way except as described in Section 1 above.

- 4) Coupons are void if taxed, regulated, restricted, prohibited by law, and counterfeit.
- 5) The consumer must pay any applicable sales tax as a result of the purchase of couponed items.
- 6) Coupons must not be accepted from a consumer after the stated expiration date. Only coupons received by *CROPP* within six months (180 days) of the expiration date on the face of the coupon will be honored.
- 7) Coupons will be redeemed only at retail locations located in the United States, its territories and at U.S. Military bases where *CROPP* products are sold.

Processing Coupons for Payment

- 8) *CROPP* will only accept properly redeemed and identified coupons: (a) directly from the retailer, or through an authorized agent, (b) retailer clearinghouse, (c) retailer billing agent, or (d) wholesaler billing agent.
- 9) All applicable IRS reporting requirements, including obtaining an appropriate taxpayer identification number must be complied with by the Retailer and its agent.
- 10) To redeem coupons for *CROPP* (including *Organic Valley* and *Organic Prairie*), send properly redeemed coupons to:

CROPP Cooperative 1598
NCH Marketing Services, Inc.
PO Box 880001
El Paso, TX 88588-0001

- 11) For questions regarding reimbursement payment status, Retailers should contact the Retailer Inquiry Hotline directly at (800) 833-7096.

Policy for Payment and Denials

- 12) For each properly redeemed coupon, you will be reimbursed for the following three (3) items:
 - a. Face Value of coupons or if the coupon calls for free merchandise, for your retailer selling price (up to the stated maximum value printed on the coupon).
 - b. 8¢ handling for each coupon properly redeemed to cover the following costs:
 - Front-End Handling by the retailer
 - Store to Headquarters Accounting
 - Store Occupancy
 - Sundry Loss
 - Cost of Funds
 - Coupon Processing

This covers any special handling, invoice preparation, or other fees.

- c. For each retailer invoice containing coupons that were properly redeemed in compliance with CROPP's Coupon Redemption Policy, retailers will be reimbursed up to \$20 per invoice for postage to the clearinghouse. In the event that a retailer claims over \$20 for postage for coupons submitted within a single invoice, CROPP will reimburse an additional 25 cents per coupon; please note that CROPP will not reimburse more than the total shipping amount claimed per invoice.
- 13) The Retailer shall NOT be reimbursed for unreasonable postage/transportation or any administrative consolidation or additional fees or any other charges, from you and/or your agent, if any.
- 14) The Retailer may not take deductions or set-off for coupon reimbursements or adjustments from accounts payable due CROPP for a) redemptions not paid by the clearinghouse b) shipping fees not paid by the clearinghouse, or c) fees for invoice adjustments retailer makes.
- 15) *CROPP* reserves the right to deny reimbursement, retains, mark, and declare void any coupons presented for redemption that are:
 - a. In mint/mass cut condition
 - b. With gang cuts or tears, evidence of tape, mutilated in any way
 - c. Submitted in a uniform mix
 - d. Not supported by the retailer with sufficient stock to cover the number and types of coupons submitted
 - e. Submitted by a retailer whose address or business operations cannot be verified
 - f. Out of distribution area
 - g. With sequential number patterns or excessive or larger than normal quantities of coupons in single or multiple transactions that would indicate the coupons were used to purchase products for resale and not for individual consumer use
 - h. Have any other indications of misredemption
 - i. Not in accordance with this Policy
- 16) *CROPP* reserves the right to forward any such coupons to law enforcement authorities for review. Coupons, including store coupons, that were not issued or authorized by *CROPP* will not be paid and will be returned to the submitter as "Foreign."
- 17) Coupons are not authorized to be used when the consumer is purchasing products for resale. *CROPP* reserves its right not to honor redemption of any such coupon at any time it discovers such use.
- 18) On request, retailer must provide *CROPP* with proof of purchase of sufficient stock to cover coupons submitted for payment. *CROPP* reserves the right to audit the coupon sorting and billing service of any retailer or any agent involved in the handling process.
- 19) Any lawsuit 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 location in Wisconsin. Each party shall be responsible for its own attorneys' fees and costs.
- 20) In the event *CROPP* withholds your payment, you must appeal this decision within 90 days of the date of notification. *CROPP* will not consider appeals made after the specified time frame.
- 21) If false or misleading verification information is provided to *CROPP*, or its agent or clearinghouse, redemption privileges with *CROPP* may, at the discretion of *CROPP*, be permanently terminated.

22) Each shipment of coupons will be considered as a whole and *CROPP* reserves the right to refuse payment for an entire shipment if any portion of the shipment is found to be improperly redeemed.

Other Information

23) Retailer shall cause its agent, if any, to abide by the terms and conditions of this Agreement.

24) The cash redemption value of each coupon is 1/20 of one cent, or as specified on coupon.

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

26) It is the Retailer's responsibility to ensure all personnel within their organization comply with this Agreement.

27) YOU AGREE THAT FAILURE TO OBSERVE THESE TERMS AND CONDITIONS FOR PROPER REDEMPTION MAY AT THE SOLE OPTION OF *CROPP* VOID ALL COUPONS SUBMITTED FOR REIMBURSEMENT AND ALL COUPONS MAY BE RETAINED AS PROPERTY OF *CROPP*, 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.