



Coupon Redemption Policy

F. Gaviña & Sons, Inc.

Coupon Redemption Policy

Updated 07/22/21

Dear Retailer:

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

Redemption of **Gaviña** coupons in accordance with all terms and conditions of this Policy 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 **Gaviña** coupons for free merchandise, plus the handling fee stated on **Gaviña** coupons, and reasonable postage, as further defined below. **Gaviña** will not pay additional fees and charges. Payment amounts for **Gaviña** coupons may not be deducted from payment of any **Gaviña** product invoices. Such deductions for either whole or partial payment amounts will not be accepted by **Gaviña** and will be added to your next invoice for immediate payment.

1. Coupons are redeemable only in the United States of America
2. Coupons are redeemable only when consumers purchase the brands/sizes/quantities indicated, prior to the expiration date, and retailers subtract the face value from the retail price of a **Gaviña** product. Coupons are not authorized for use when the consumer is purchasing products for resale.
3. Retailers must submit coupons for reimbursement within six (6) months 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 **Gaviña** product purchased. With respect to a coupon, the terms of which require the purchase of multiple products (e.g., Buy 2, Get 1 Free), only one coupon may be redeemed against the minimum number of products that must be purchased as stated on the coupon.
6. Coupons are void where prohibited, taxed or restricted by law. Coupons are non-assignable and are void if transferred, bought, sold, traded, or auctioned, or if exchanged for cash, other coupons, or certificates, by or from their original recipient to any other person, firm, or group prior to store redemption. Coupons are void if copied, reproduced or altered in any way.

7. For each properly redeemed coupon, retailers will be reimbursed for the face value or, in the case of a free goods coupon, the retailer's then current selling price up to the maximum allowable amount indicated on the **Gaviña** coupon, plus the handling fee as stated on each **Gaviña** 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 which exceed 13 ounces. **Gaviña** will not reimburse for insurance costs.
9. **Gaviña's** (or its agent's) actual count of coupons received will be final and shall govern the payment of coupons under this Policy.
10. **Gaviña** reserves the right to deny reimbursement, retain and declare void any coupons presented for redemption when 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; inability to verify retailer's address or business operations; or redemptions that are not in accordance with this Policy. Further, **Gaviña** reserves the right to forward any such coupons to enforcement authorities for review.
11. On request, retailers must provide **Gaviña** with proof of purchase of **Gaviña** products sufficient to cover coupons presented for payment.
12. Coupon payments may not be deducted from payments of **Gaviña's** product invoices.
13. 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.
14. In the event a retailer payment is withheld, the retailer must appeal this decision of **Gaviña** within six (6) months of the date of the notification of non-payment. Appeals made after six (6) months will not be honored by **Gaviña**.
15. Any inconsistent use of this Policy constitutes fraud and, in addition to other legal remedies at the option of **Gaviña**, may void all coupons submitted for reimbursement and coupons may be retained by **Gaviña** without payment.
16. Failure to enforce any terms or conditions of this Policy shall not constitute waiver of such provision or any other provision by **Gaviña**. **Gaviña** 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.
17. This Policy will be governed by and construed in conformance with the laws of the State of California. Venue for any action or proceeding brought to enforce any provision hereof shall be in the State and Federal courts located in the County of Los Angeles, State of California. The prevailing party in any such action shall be entitled to recovery of its reasonable attorneys' fees and actual costs incurred therein.

18. Send properly redeemed **Gaviña** coupons to:

F. Gaviña & Sons

Inmar Dept. #72323

1 Fawcett Drive

Del Rio, TX 78840

Sincerely,

F. Gaviña & Sons, Inc.