

# Nightingale Inc.

## Coupon Redemption Policy

**Nightingale Inc.**  
Coupon Redemption Policy  
Updated 2/27/22

Dear Retailer:

This Coupon Redemption Policy and the legal copy on **Nightingale Inc.** coupons state the only terms and conditions under which **Nightingale Inc.** will reimburse its customers for coupon submissions (“Policy”). Your acceptance and redemption of coupons for **Nightingale Inc.** 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.

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 **Nightingale Inc.** product.
3. Retailers must submit coupons for reimbursement within 180 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 **Company Name** 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, firm 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 **Nightingale Inc.** coupons for free merchandise, plus the handling fee as stated on each **Nightingale Inc.** coupon and reasonable postage (further defined below). No additional fees will be accepted or paid.
8. Postage will be reimbursed at \$40.00 per 1000 coupons.
9. **Nightingale Inc.** (or its agent’s) actual count of coupons received will be final and shall govern the payment of coupons under this Policy.
10. **Nightingale Inc.** 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, **Nightingale Inc.** reserves the right to forward any such coupons to enforcement authorities for review.
11. On request, retailers must provide **Nightingale Inc.** with proof of purchase of **Nightingale Inc.** products sufficient to cover coupons presented for payment.
  12. Coupon payments may not be deducted from payments of **Nightingale Inc.** 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 **Nightingale Inc.** within six (6) months of the date of the notification of non-payment. Appeals made after six (6) months will not be honored by **Nightingale Inc.**
  15. Any inconsistent use of this Policy constitutes fraud and, in addition to other legal remedies at the option of **Nightingale Inc.**, may void all coupons submitted for reimbursement and coupons may be retained by **Nightingale Inc.** 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 **Nightingale Inc.** Nightingale Inc. 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. Send properly redeemed Nightingale Inc. coupons to:

**Nightingale Inc.**

**Inmar Dept. #20441, Mfr Rcv Office,**

**801 Union Pacific Blvd STE 5**

**Laredo TX 78045**

Sincerely,

Hannah Pollack

**Nightingale Inc.**

*Final Coupon Redemption Policy should be reviewed and approved by your legal counsel before use.*