



CROWN PRINCE, INC. COUPON REDEMPTION TERMS AND CONDITIONS

This Coupon Redemption Terms and Conditions policy (the "Agreement") establishes all terms and conditions applicable to the redemption, handling and processing of Crown Prince coupons, the amounts that Crown Prince will reimburse to its customers for properly redeemed coupons, and all other matters relating to customers' acceptance and treatment of Crown Prince coupons. Acceptance of Crown Prince coupons indicates acceptance of, and agreement to be bound by this Agreement. Neither any course of dealings nor any purchase order, invoice, policy or other document shall be construed to modify any of the terms of this Agreement, except for an agreement distributed by Crown Prince as an update to this Agreement or another agreement signed by Crown Prince that expressly states that it supersedes this Agreement.

Redemption at the Store

1. Coupons are redeemable only by a consumer purchasing the specific brand(s), product(s), quantity and size stated on the coupon, with the face value of the coupon deducted from the retailer's retail price. Only one coupon shall be honored for each item purchased.
2. Coupons may not be reproduced, photocopied, mutilated, trimmed or altered in any way by the retailer or consumer. Any coupon art file supplied to the retailer for the purpose of an ad/flyer that is altered from the original size causing it not to scan properly will be deemed void.
3. Coupons are non-assignable and are void if transferred from their original recipient to any other person, firm or group. Crown Prince 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, gathered and distributed by any persons, business or group prior to retail redemptions, or otherwise used in any way except as described in Section 1 above.
4. Coupons are void if taxed, restricted or prohibited by law.
5. Consumer is required to pay any applicable sales tax.
6. Coupons will be redeemed only at retail locations located in the United States, its territories and at U.S. Military bases.
7. Coupons must be subject to the same controls as cash. Store employees, managers and agents must be advised accordingly.

Processing Coupons for Payment

1. Crown Prince will only accept properly redeemed and identified coupons: (a) directly from the retailer or through authorized (b) retailer clearinghouse, (c) retailer-billing agent, or (d) wholesaler-billing agent.
2. All applicable IRS reporting requirements, including obtaining an appropriate taxpayer identification number must be complied with.
3. To redeem Crown Prince coupons, send properly redeemed coupons to:

Crown Prince, Inc.
P.O. Box 3568
City of Industry, CA 91744



Policy for Payment and Denials

1. Retailers will be reimbursed for the following three items (and only these three items):
 - a. Face value of properly redeemed coupons, or if the coupon calls for free merchandise, for the retailer's retail selling price (up to the stated maximum value printed on the coupons).
 - b. 8¢ for handling/processing of each properly redeemed coupon, which fully covers all costs associated with handling/processing coupons, including but not limited to: (1) Front end handling by the retailer, (2) Store to headquarters accounting, (3) Store occupancy, (4) Sundry loss, (5) Cost of funds, and (6) Coupon processing, special handling, invoice preparation and process, deduction or other fees.
 - c. Reasonable out-of-pocket costs incurred for the physical transportation of the coupons to Crown Prince or to its authorized agent. **Crown Prince will not pay for any administrative or consolidation fees and, except as described in 2 below, will not pay any other up charges that retailers or third party retailer agents may assess on or in lieu of such pass-through/out-of-pocket expenses.** The transportation costs will be reimbursed as follows:
 1. For retailers who sort the coupons they have redeemed and submit them directly without the use of any third party agent, the retailer will be reimbursed for incurred reasonable postage (i.e. first class mail insured) or other shipping charges, as indicated on the package received.
 2. For those retailers that are using a clearinghouse or billing agent, the retailer will be reimbursed at a rate equal to \$5.00 per thousand of coupons properly redeemed (\$5/M).

The above three items represent the only amounts for which retailers will be reimbursed. Thus, the maximum amount that a retailer using a clearinghouse or billing agent will be reimbursed for a properly redeemed coupon is the face value (or other amount determined under 1(a) above plus 8.0 cents for handling/processing plus 0.5 cents for transportation. Retailers agree not to attempt to collect or deduct any additional amounts in any way. Any such attempted collection or deduction (and any collection/deduction fee associated therewith) constitutes a breach of this Agreement and will not be accepted by Crown Prince.

2. Crown Prince reserves the right to request evidence of proof of purchase to show that sufficient stock was purchased to justify the number of coupons submitted and reserves the right to audit the coupon sorting and billing service of any retailer or agent involved in the handling process.
3. Crown Prince reserves the right to deny reimbursement for any coupons that exhibit signs of improper redemption, including but not limited to signs of gang cutting or similar cuts and tears, having been taped, having sequential number patterns, or being in mint condition.
4. If false or misleading verification information is provided on a questionnaire to Crown Prince, or a certified clearinghouse, redemption privileges with Crown Prince may be permanently terminated.
5. Each shipment of coupons will be considered as a whole and Crown Prince reserves the right to refuse payment for an entire shipment if any portion of the shipment is found to be improperly redeemed.
6. Failure to observe these terms and conditions for proper redemption may, at the option of Crown Prince, void all coupons submitted for reimbursement and all coupons may be retained as property of Crown Prince without payment. Crown Prince reserves the right to forward coupons, which Crown Prince judges to be improperly redeemed, to law enforcement agencies for their review and investigative purposes.



Miscellaneous Terms

1. The cash redemption value of each coupon is 1/20 of one cent.
2. Crown Prince shall not be responsible for any additional coupon promotion costs, including but not limited to costs associated with "coupon doubling" promotions.
3. It may be FRAUD to present coupons for redemption other than as provided by this Agreement.
4. **Retailers agree that failure to observe these terms and conditions for proper redemption may at the sole option of Crown Prince (and without limitation to any other remedy that may be available to Crown Prince) void all coupons submitted for reimbursement, and all coupons may be retained as property of Crown Prince without payment. The exercise or waiver, in whole or in part, of any right, remedy or duty provided for in the Agreement will not constitute the waiver of any prior, concurrent or subsequent right, remedy or duty under this Agreement.**
5. This coupon redemption policy is effective April 1, 2010. Upon written notice, Crown Prince reserves the right to modify or withdraw the terms of this policy at any time.