

# Airborne<sup>®</sup>, Inc.

EFFERVESCENT HEALTH FORMULA

The Natural Cold Remedy Created by a School Teacher.

## **COUPON REDEMPTION POLICY OF AIRBORNE, INC.**

**YOUR REDEMPTION OF OUR COUPONS INDICATES YOUR ACCEPTANCE AND COMPLIANCE WITH THIS COUPON REDEMPTION POLICY (THE “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), product(s), size(s) and flavor(s) stated on the coupon, with the face value of the coupon deducted from your 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.
3. Coupons are non-assignable and are void if transferred from their original recipient to any other person, firm or group. Airborne, Inc. 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 Airborne, Inc.’s products, gathered and distributed by any person or group for charitable fund-raising purposes, 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. The consumer is required to pay an 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.

### **Processing Coupons for Payment**

7. Airborne, Inc. will only accept properly redeemed and identified coupons: directly from the retailer, or through authorized retailer clearinghouse, retailer-billing agent, or wholesaler-billing agent.
8. All applicable IRS reporting requirements, including obtaining an appropriate taxpayer identification number must be complied with.

26811 SOUTH BAY Dr., SUITE 300 • BONITA SPRINGS, FL 34134-4356  
TELEPHONE: 239/948-8545 • FAX: 239/948-8551

9. To obtain reimbursement of coupons of Airborne, Inc. send properly redeemed coupons to:

Airborne, Inc.  
P.O. Box 880430  
El Paso, TX 88588-0430

OR

NCH/Airborne, Inc.  
26-A Walter Jones  
El Paso, TX 79906

### **Policy for Payment and Denials**

10. 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 retail-selling price (up to the stated maximum value printed on the coupons); plus
- B) 8¢ for handling each coupon properly redeemed. 8¢ covers all of your costs including the following costs:
- i) Front-End Handling by the retailer
  - ii) Store to Headquarters Accounting
  - iii) Store Occupancy
  - iv) Sundry Loss
  - v) Cost of Funds
  - vi) Coupon Processing
  - vii) Any special handling, invoice preparation, or other fees; plus
- C) Reasonable out-of-pocket costs incurred for the physical transportation of the coupons to us or to our authorized agent. **We will not pay for any administrative or consolidation fees and, except as described in (ii) below, we will not pay any other upcharges that you or your agent (if you use one) may assess on or in lieu of such pass-through/out-of-pocket expenses.** The transportation costs will be reimbursed as follows:
- i) For retailers who sort the coupons they have redeemed and submit them directly without the use of any third party agent, you will be reimbursed for incurred reasonable postage (i.e. first class mail insured) or other shipping charges, as indicated on the package received.
  - ii) For those retailers that are using a clearing house or billing agent, we will reimburse you at a rate equal to \$5.00 per invoice on coupons redeemed.

11. Coupon reimbursements and coupon adjustments cannot be deducted from product invoices or purchase orders. Invoice deductions and deduction fees are not in compliance with this Agreement.

12. Airborne, Inc. 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 any agent involved in the handling process.
13. Any lawsuit involving coupon processing or payment disputes shall be brought within eighteen (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 located in Lee County, Florida. Each party shall be responsible for its own attorneys' fees and costs.
14. If false or misleading verification information is provided on a questionnaire to Airborne Inc., or a certified clearinghouse, redemption privileges with Airborne, Inc. may be permanently terminated.
15. Each shipment of coupons will be considered as a whole and Airborne, Inc. reserves the right to refuse payment for an entire shipment if any portion of the shipment is found to be improperly redeemed.
16. Airborne, Inc. reserves the right to forward coupons, which Airborne, Inc. judges to be misdeemed, to law enforcement agencies for their review and investigative purposes.

#### **Miscellaneous Terms**

17. The cash redemption value of each coupon is 1/20 of one cent.
18. It is a FRAUDULENT ACT to present coupons for redemption other than as provided by this Agreement.
19. **YOU AGREE THAT FAILURE TO OBSERVE THESE TERMS AND CONDITIONS FOR PROPER REDEMPTION MAY AT THE SOLE OPTION OF AIRBORNE, INC. VOID ALL COUPONS SUBMITTED FOR REIMBURSEMENT AND ALL COUPONS MAY BE RETAINED AS PROPERTY OF AIRBORNE, INC. 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.**

**AIRBORNE. INC.**

JUNE 15, 2005

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