

The Coupon Company Ltd

TERMS AND CONDITIONS 5 January 2016

1. AGREEMENT TO ACT FOR COUPON AND VOUCHER PROMOTIONS

1.1 Contract: These Terms and Conditions should be read in conjunction with the Barcode Allocation Form. The acceptance of the Barcode Allocation Form shall be deemed agreement of these Terms and Conditions and the agreement to an "Agreed Contract" between The Coupon Company Ltd ("TCCL") and the Client (as defined in the Barcode Allocation Form) on the terms contained jointly in the Barcode Allocation Form and these Terms and Conditions.

1.2 Third Part Couponing Not Permitted: As our agreements with the super market chains forbids third party couponing (the offering of a discount on some other product not manufactured or distributed by the company offering the discount), the Client must be the manufacturer, importer or distributor of the product on which the coupon or voucher offer is made. Therefore Barcode Allocation Forms shall be signed by the manufacturer, importer or distributor only of the product the coupon promotion applies to and they shall be the Client for the promotion the Barcode Allocation Form refers to and defines.

1.3 Authorising The Coupon Company to Act: The allocation of a barcode and or TCC number by TCCL upon the signing, or delivery by Client email or fax, of the Barcode Allocation Form by the Client shall authorise TCCL to act on behalf of the Client for the coupon or any other promotional programme detailed in that Barcode Allocation Form.

1.4 Payment and Invoicing: By signing the Barcode Allocation Form the Client and TCCL agree;

- i) TCCL shall pay to the retailer their claims for reimbursement, arising from their acceptance of the Clients promotional coupon, voucher or promotional device as detailed in the Barcode Allocation Form, comprising the dollar face value of the offer specified in the Barcode Allocation Form, or in the case of a voucher the amount written on each individual voucher, plus fees as agreed from time to time with the Supermarket Chain as set out below and reimbursement of the costs of submitting said claim.
- ii) The Client shall pay TCCL upon presentation by TCCL to it of a GST invoice twice monthly and further agrees that amounts invoiced shall include all costs to TCCL for reimbursement to retailers and customers, being the face value of the promotion plus retailer fees, plus TCCL fees and costs for providing the clearing service whether by quotation or otherwise.
- iii) TCCL shall not be liable for any costs, and / or related claims arising from the promotion undertaken by the Client. Further, the Client agrees TCCL will not be liable for any additional costs arising from a mistake or omission or non-compliance made by the Client, or any misuse in relation to any promotion covered by these Terms and Conditions

1.5 Offer Terms Cannot be Varied:

- i) Once issued the barcode cannot be cancelled or refunded. However the Client can chose not to activate the promotion for which it was issued. The details of the promotion cannot be changed and / or the barcode used for a different promotion on different terms.
- ii) Once the barcode has been issued the terms of the promotion as detailed in the Barcode Allocation Form constitute the basis of an "Agreed Contract" between TCCL and the Client and prevail. Any changes therefore require a new contract to be established via the Barcode Allocation Form for which the Standard Fee shall apply. Expired promotions can be reactivated utilizing the old barcode but a new Barcode Allocation Form must be submitted and the Standard Fee shall apply.
- iii) All coupons or vouchers must be approved by TCCL before they are distributed. Once approved no further changes can be made to the offer or the coupon or voucher by the Client without TCCL approval.
- iv) If TCCL has to reproof an existing coupon that's considered a reactivation or new offer and a new contract has to be established via the Barcode Allocation Form.
- v) If the Client has a digital offer and a printed offer, then two barcodes are required and two Barcode Allocation Forms need to be submitted even if they are the same offer.

1.6 Invoicing:

- i) TCCL Invoices will total the face value as detailed in the Barcode Allocation Form and / or on the Voucher or promotional device plus TCCL Fees as detailed in these Terms and Conditions for each and every coupon voucher or promotional device presented to TCCL and for which TCCL has made payment to the person or retailer presenting the coupons vouchers or promotional device to it.
- ii) TCCL shall supply a "Detail Report" and "Store Report" detailing claims matching the Invoice being submitted at the time for the Clients review.
- iii) If there are any queries and / or claims not considered valid as detailed in the Detail Report and / or Store Report, the Client agrees these be submitted to TCCL with 4 weeks of the date of the invoice. At the expiry of this 4 week period, TCCL shall assume all claims are in order and it shall pay the retailers and the Client shall be unable to contest the validity of any retailer claims and thus payments made in relation to the invoice presented, nor contest the payment of the TCCL invoice involved.
- iv) TCCL shall run the coupon invoicing twice monthly on the business day closest to the 15th and 30th of the month and so the Client will be presented with invoices twice monthly with payment due as outlined in 2.1 below.

1.7 Use of Coupon Company name and address:

- i) The inclusion of TCCL address on promotion material by any party, or the use of a TCCL barcode or TCC Number not in accordance with a Barcode Allocation Form, shall make that party a Client of TCCL and liable to these Terms and Conditions regardless of whether a barcode has been issued via the Barcode Allocation Form.
- ii) TCCL shall apply a non-compliance fee at its sole discretion.

1.8 Vouchers without a barcode: These Terms and Conditions also apply where there has been an issuance of vouchers where a TCC number has been issued but a barcode is not utilised on the individual vouchers.

2. PAYMENT

2.1 Payment Period: Payment by the Client to TCCL is due in full within 30 days of the TCCL invoice date by direct credit into TCCL bank account, cheque or by other means, or within an alternative payment period as prearranged between the parties.

2.2 Restriction of Services: If the Client fails to make any payment due to TCCL by the due date the account may be put on hold, and TCCL may at its sole discretion, not reimburse third parties for amounts outstanding by the Client and may not issue further barcode/TCC numbers until such time as the account is paid and / or charge additional fees.

2.3 Late Payment Fee: TCCL may charge the Client 1.0% per month of the outstanding balance of payments due to TCCL in excess of the Payment Period applying, as at the last day of each calendar month, or alternatively, TCCL shall apply a late payment fee of \$40 per invoice on subsequent Client invoices for as long as the Clients account is in arrears.

3. CONTRACT

3.1 No Quotation: Where no quotation has been forwarded, the services carried out by TCCL under the Agreed Contract are deemed to be standard practices and shall comply to the Coupon Code of Practice and or information given by TCCL and shall be covered by these Terms and Conditions.

3.2 No Assignment: No assignment of the Client's obligations under any Agreed Contract is permitted without TCCL's agreement. TCCL shall charge a fee as per the Barcode Allocation Fee for each change if it agrees to a change.

4. NON COMPLIANCE

4.1 TCCL may charge additional fees in the event of:

- i) non-use of a barcode, or no TCC number on the coupon; or
- ii) the incorrect use of a barcode or where barcodes and the associated promotional offer have been swapped; or
- iii) where the barcode has been used for two different offers; or
- iv) where the terms of the offer have changed without TCCL being notified; or
- v) where the coupon or voucher has been distributed without being approved by TCCL, and / or
- vi) where the Purchase Order provided has lapsed, exhausted or otherwise incorrect.

TCCL may charge either:

- a) 35c excluding GST per manual intervention, i.e the (manual) voucher rate, or
- b) \$40.00 excluding GST per subsequent invoice, for the period of non-compliance.

5. CONFIDENTIALITY

5.1 Information and concepts supplied by TCCL are strictly confidential and cannot be reproduced or passed to any third party without the written approval of TCCL.

5.2 TCCL undertakes to keep confidential all and any information relating to a Clients coupon, voucher or promotion.

6. COUPON REQUIREMENTS

The following information outlines the mandatory requirements for coupons here in New Zealand. As a minimum coupons and vouchers are required to;

6.1 Size: The coupons should be no smaller than 75mm X 50mm. They need to be a reasonable weight of paper, so that they do not tear and fall apart.

6.2 Barcode Display: Both the TCC number and barcode must be printed clearly on the front of the coupon (normally on the bottom right hand corner).

6.3 Expiry Date: In the wording TO THE CUSTOMER a date must be stated by which the customer to whom the coupon or voucher is sent must use the coupon. Required wording is

“The Coupon is valid only until the date specified”

6.4 Wording: Coupons shall contain the following statements at a minimum. Further word suggestions are available upon request.

“TO THE CUSTOMER

This coupon is non-assignable and is only valid upon purchase of the product(s) stated specifically on this coupon. This coupon cannot be used or exchanged for any other products, nor redeemed for cash. Originals only will be accepted, copies are not valid.”

“TO THE RETAILER

Provided this coupon is redeemed in accordance with our customer offer, it will be credited in full, plus the normal handling fee by sending to; **The Coupon Company Ltd, PO Box 47-319, Ponsonby, Auckland.**”

6.5 Voucher Wording: Vouchers shall contain the following statements. As for coupons above, but add;

“TO THE CUSTOMER

This Voucher cannot be redeemed for cash and no change will be given.”

6.6 Electronic Vouchers: Electronic Vouches or Coupons shall have the following statements.

As above for vouchers, but add in TO THE CUSTOMER:

“This is an internet voucher, a black and white print is acceptable.

This voucher can be used once only by the recipient named on the voucher”

6.7 Separation: Electronic Coupons or Vouchers must be delivered as a separate attachment or a discreet download. Only a coupon can be presented at checkout. No offers embedded in an email or a web page which result in the web page or email being printed and presented are permitted.

7. COUPON EXPIRY

7.1 Stores Have 6 Months: The 1999 Nargon Coupon Code of Practice required that retailer expiry dates be six months after the consumer expiry date. This still applies. The Client can specify any expiry date it requires to the consumer.

8. COUPON HANDLING FEES

The following fees have been agreed with retailers, and will be paid to the retailer by TCCL for any coupon or voucher presented.

8.1 Retailer Handling Fees - Foodstuffs Stores and all other Retailers excepting Progressive Enterprises Ltd

20c (excluding GST) for each coupon and or voucher presented.

Progressive Enterprises Ltd

33c (excluding GST) for each coupon or voucher presented.

8.2 TCCL Fees:

8c (excluding GST) for each coupon

35c (excluding GST) for fixed value and non unique vouchers.

40c (excluding GST) for unique vouchers

plus;

In addition to these rates, each manufacturer is charged a percentage of the postage and other out of pocket costs incurred by TCCL in accepting, invoicing and paying out the coupon claims including reimbursement to retailers of delivery or postage and envelope costs in presenting the coupons. This percentage is calculated by dividing the cost for the batch by the number of individual coupons in the batch, then allocating the coupons back to the individual manufacturers. **This can vary depending on the number of coupons in the batch and is usually around 10c per coupon or voucher.**

9. BARCODE FEE:

9.1 Standard Fee: TCCL shall charge a set-up fee of \$180.00 plus GST for the supply of the Barcode/TCC Number and the subsequent setup.

This fee covers not only the administration cost associated with the issuing of the barcode, setup of promotion details, activation of the promotion in the clearing system and subsequent normal proofing and approval of coupon or voucher but also the setup of Client Purchase Orders and accounts details for invoicing and ongoing invoice management in relation to the Client.

9.2 Additional Work: In the event of a prolonged approval process for any reason or non-standard work including non-standard reports, a further fee of \$100/hr may apply.

The Coupon Company Ltd.
5 January 2016.