



Food Products, LLC

COUPON REDEMPTION POLICY STATEMENT (U.S.)

Effective August 1, 2018

This policy statement outlines the terms and conditions under which White Castle Food Products, LLC ("White Castle") will reimburse retailers for valid coupon submissions in the United States. Proper store redemption of White Castle coupons authorizes retailers to submit coupons for reimbursement by White Castle.

RETAILER REDEMPTION OF WHITE CASTLE COUPONS INDICATES COMPLIANCE WITH AND ACCEPTANCE OF THIS COUPON REDEMPTION POLICY (THE "AGREEMENT"). NOTWITHSTANDING ANY COURSE OF DEALINGS BETWEEN RETAILER AND WHITE CASTLE, NO PURCHASE ORDER, INVOICE, RETAILER POLICY OR SIMILAR DOCUMENT SHALL BE CONSTRUED TO MODIFY ANY TERMS OF THIS AGREEMENT.

Redemption at the Store

1. Coupons are redeemable only by a consumer purchasing the product(s) indicated on the face of the coupon, including but not limited to, the flavor, quantity, and size, prior to the expiration date noted on the coupon. If the consumer's purchase satisfies all of the coupon requirements, the retailer shall deduct the face value of the coupon from its retail selling price.
2. Only one coupon (paper or digital) shall be honored for each item(s) or offer purchased.
3. Coupons (paper or digital) must not be accepted from the consumer after the stated expiration date.
4. Coupons are not redeemable by an individual who is purchasing products for resale which may be evidenced by larger than normal quantities of coupons presented in single or multiple transactions.
5. Coupons submitted by the retailer for redemption must have first been redeemed by a consumer in accordance with White Castle's offer as stated on the coupon.
6. Coupons in any form (paper or digital) may not be reproduced, photocopied, mutilated, trimmed or altered in any way by the consumer or retailer.
7. Coupons are void if taxed, restricted, or prohibited by law.
8. The consumer is required to pay any applicable sales tax.
9. Coupons will be redeemed only at retail locations located in the United States and onboard U.S. military installations.

10. White Castle coupons may only be placed on hooks near White Castle products or affixed to White Castle products if a White Castle representative authorizes such placement.
11. Coupons are non-assignable and are void if transferred from their original recipient to any other person, firm, or group. White Castle does not permit the unauthorized distribution, collection, sale, or assignment of its coupons (paper or digital) for any reason. Therefore, coupons are not to be used in swap boxes, gathered or distributed by any person or group for fundraising purposes, or otherwise used in coupon exchange programs, or any way except as described in Sections 1-10 above.

Processing Coupons for Payment

12. White Castle will only accept properly redeemed and identified coupons directly from the retailer, or through (a) an authorized retailer clearinghouse, (b) retailer-billing agent, or (c) wholesaler-billing agent. Coupons from unauthorized intermediary agents will not be accepted.
13. Retailers must comply with all applicable IRS reporting requirements, including obtaining an appropriate taxpayer identification number.
14. To redeem coupons for White Castle, please send properly redeemed coupons to the following:

**White Castle Food Products, LLC
P.O. Box 880001
El Paso, TX 88588-0001**

Policy for Payment and Denials

15. Retailers will be reimbursed for the following:
 - A) Face value of each properly redeemed coupon or if the coupon is for free product, for the retail-selling price of the product (up to the stated maximum value printed on the coupon);
 - B) \$0.08 for handling/processing of each properly redeemed coupon; and
 - C) Reasonable out-of-pocket costs incurred for the physical transportation of the coupons to our authorized agent.
16. White Castle will not reimburse retailers for any additional coupon-related fees or costs, other than those stated above. Specifically, White Castle will not pay for any administrative fees, consolidation fees, or any other upcharges that retailers (or their agents) may assess on or in lieu of such pass-through/out of pocket expenses.
17. White Castle's (or its agent's) count of coupons received will be final and shall govern their payment.

18. With each coupon shipment, the retailer shall include (1) the retailer's store name, (2) the retailer's store address, (3) quantities of coupons submitted, and (4) values of coupons submitted for redemption. Payment generally will be issued 30 days after receipt of coupons by White Castle or its agent(s); however, White Castle does not guarantee payment within a specific timeframe. If the retailer uses an agent to process coupons, White Castle gives no assurance of payment for coupons that are mishandled by the retailer's agent. If the retailer's agent fails to properly submit coupons, the retailer must look solely to its agent for payment. In no event will payment be issued to retailers who do not maintain a physical address.
19. Each shipment of coupons (paper or digital) will be considered as a whole, and White Castle reserves the right to refuse payment for an entire shipment if any portion of the shipment is found to have been improperly redeemed.
20. Coupons not issued or authorized by White Castle will not be reimbursed.
21. For digital coupons, White Castle will deny reimbursement for coupons which exhibit signs of misredemption, including, but not limited to, (a) accuracy or quality issues in data files, (b) excessive or unusual patterns of redemptions, (c) use of multiple coupons (digital and paper) for a single purchase, and (d) excessive "made good" coupons or point of sale overrides.
22. For paper coupons, White Castle will deny reimbursement for any coupons which exhibit signs of misredemption, including but not limited to, (a) gang cuts or tears, (b) evidence of tape, (c) mint condition, (d) uniform mix, (e) sequential number patterns, or (f) excessive (or larger than normal) quantities of coupons in single or multiple transactions that would indicate the coupons were used to purchase products for resale and not for individual consumer use.
23. Retailers shall not make any deductions from White Castle product invoices for any amounts directly or indirectly related to coupon redemption. If such unauthorized deductions are made, White Castle will take reasonable action to collect funds deducted from an invoice.
24. Upon request by White Castle or its agent, a retailer must present point of sale or product movement reports showing purchase of sufficient stock to justify the number of coupons submitted for redemption. Retailer product purchases must support the amount of coupons submitted for redemption, including the brand, quantity, and size as defined by the coupon offer. Failure to provide White Castle or its agent with legitimate proof-of-purchase as outlined above will deem all coupons null and void, and payment for such coupons will be withheld.
25. White Castle also reserves the right to audit the coupon sorting and billing service of any retailer agent involved in the handling process.
26. White Castle reserves the right, in its sole discretion, to withdraw and/or refuse payments for all or part of a coupon offer due to suspected fraud or errors, including but not limited to, unauthorized distribution, counterfeiting, significant data errors, or system security breaches.

27. If false or misleading verification information is provided to White Castle or its agent, redemption privileges with White Castle may be permanently terminated.
28. All claims or disputes arising from or related to this Coupon Redemption Policy or the subject matter hereof shall be resolved by means of binding arbitration before a single arbitrator administered by the FORUM under the Code of Procedure for Resolving Business-to-Business Disputes in effect when the claim is filed. Any award by the arbitrator(s) may be entered as a judgment in any court having jurisdiction. Information may be obtained and claims may be filed at www.adrforum.com, or at FORUM, 6465 Wayzata Blvd., Suite 470, Minneapolis, MN 55426, Attn: Case Coordinator. Any arbitration hearing will take place within the Franklin County, Ohio federal judicial district, or any other place agreed upon at the time by the parties. No demand for arbitration may be made after the date when the institution of legal or equitable proceedings based on such claim or dispute would be barred by the applicable statute of limitations. The arbitrator is not authorized to award punitive or other damages not measured by the prevailing party's actual damages. Each party shall bear its own costs, fees and expenses of arbitration.
29. Failure to observe these terms and conditions for proper redemption may, at the option of White Castle, void all coupons submitted for reimbursement. White Castle may retain such coupons without payment.
30. White Castle also reserves the right to forward any coupons that White Castle judges to have been improperly redeemed to appropriate law enforcement agencies for their review and investigation.

Miscellaneous Terms

31. The cash redemption value of each coupon is 1/100 of one cent.
32. It is FRAUD to present coupons for redemption other than as provided for in this Agreement.
33. FAILURE TO OBSERVE THESE TERMS AND CONDITIONS FOR PROPER REDEMPTION MAY AT THE SOLE DISCRETION OF WHITE CASTLE VOID ALL COUPONS SUBMITTED BY A RETAILER FOR REIMBURSEMENT, AND ALL SUCH COUPONS MAY BE RETAINED BY WHITE CASTLE WITHOUT PAYMENT TO THE RETAILER. FAILURE TO ENFORCE ANY OF THE TERMS OR CONDITIONS HEREIN SHALL NOT BE DEEMED A WAIVER OF THEM BY WHITE CASTLE.
34. White Castle may revise this Coupon Redemption Policy in its sole discretion and without prior notice.