



Pyranha®, Inc. & Adeptus®
Manufacturer Coupon Redemption Policy

Dear Retailer:

This Manufacturer Coupon Redemption Policy and the legal copy on Pyranha, Inc. and Adeptus® coupons (collectively, the “Policy”) state the only terms and conditions under which Pyranha, Inc. and Adeptus will reimburse its retail customers for Pyranha, Inc. and Adeptus manufacturer coupon redemptions. Retailer and other promotional coupon terms and conditions may be varied by Pyranha, Inc. and Adeptus express agreement in writing.

YOUR ACCEPTANCE AND REDEMPTION OF COUPONS FOR PYRANHA, INC. AND ADEPTUS PRODUCTS CONSTITUTES YOUR ACCEPTANCE OF AND BINDING AGREEMENT WITH ALL TERMS AND CONDITIONS OF THIS POLICY.

IF YOU DO NOT AGREE WITH THE FOLLOWING COUPON REDEMPTION, YOU MAY NOT REDEEM PYRANHA, INC OR ADEPTUS COUPONS. NO COURSE OF DEALING OR ANY PURCHASE ORDER, INVOICE, RETAILER POLICY, CLEARING HOUSE POLICY, OR SIMILAR DOCUMENT SHALL MODIFY ANY OF THE TERMS OR CONDITIONS OF THIS POLICY.

It is your responsibility to ensure your employees are aware of and comply with this Policy. The best way to prevent coupon fraud is at the point of sale. Your workers are the first and best line of defense against coupon fraud.

Pyranha, Inc. and Adeptus Nutrition highly recommend that all retailers implement an internal Coupon Acceptance Policy reasonably consistent with retail industry best practices.

Pyranha, Inc., and Adeptus also recommend that retailers with multiple locations train cashiers and other store professionals to recognize legitimate coupon security measures – for example, watermarks, holograms, foil paper, barcode, GS1 barcode and QR code recognition, anti-copy markings or verification grids, microprinting or hidden images, and/or fluorescent dyes.

A. Manufacturer Coupon Redemption

1. **US Only.** Coupons are redeemable only for Pyranha, Inc. and Adeptus products sold at retail by retailers located in the fifty states comprising the United States of America, the District of Columbia, U.S. territories and possessions, and U.S. military installations worldwide, including any A.P.O. and F.P.O.

2. Quantity and Price. Coupons are redeemable only when consumers purchase the brands/sizes/quantities indicated, and retailers subtract the face value from the retail price of a Pyranha, Inc. and Adeptus product(s).
3. No Expired Coupons. No coupon may be redeemed after the expiration date set forth on such coupon.
4. No “Stacking”. You may only accept one coupon per product purchased. Multiple coupon redemptions by the same person or persons are often a sign of coupon fraud or counterfeiting.
5. Original Coupons Only. Coupons may not be reproduced, photocopied, mutilated, trimmed, or altered in any way by the retailer or consumer. Coupon anti-counterfeiting devices such as watermarks, bars, or QR codes must be preserved as issued.
6. No Resale Permitted. Pyranha, Inc. and Adeptus do not permit the distribution, collection, sale, transfer, auction, or assignment of its coupons by third parties, or in conjunction with services provided by third parties, for any reason. Coupons may not be resold and may only be redeemed by the retailer once; any other use constitutes fraud. Unless otherwise expressly permitted in connection with the specific offer, coupons are not assignable and are void if transferred from their original recipient to any other person or group. Except for Pyranha, Inc. and Adeptus-sponsored promotions, coupons are not to be used in swap boxes, taped to the product, or placed on hooks near Pyranha, Inc. and Adeptus products or gathered and distributed by any person or group for any purpose, including charitable fund-raising purposes, unless such activities are conducted or expressly authorized in writing by Pyranha, Inc., and Adeptus.
7. Taxes Apply. Consumers must pay all applicable taxes on coupons at the point of redemption.
8. ALL 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 PRIOR TO STORE REDEMPTION.

B. Submission of Manufacturer Coupons for Payment

1. No Expired Coupons. You must submit coupons and a copy of the receipt for reimbursement WITHIN 15 DAYS AFTER THE EXPIRATION DATE OF THE COUPON.
2. Redemption Procedures. To redeem coupons for Pyranha, Inc. and Adeptus products, send coupons and a copy of the receipt to the following address:

Attn: Coupon Redemption 1162 Jordan Ranch Blvd | Brookshire, TX. 77423

Pyranha and Adeptus will only accept properly redeemed and identified coupons directly from the retailer through Pyranha, Inc. and Adeptus's authorized agent or through the

1162 Jordan Ranch Blvd | Brookshire, TX 77423 | 832-467-3840

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retailer's authorized clearing house. No reproductions will be accepted. Coupons will not be redeemed if presented through third parties that have not been qualified and authorized by Pyranha, Inc. and Adeptus to present coupons by retailer.

3. **Records and Audits.** Submissions must provide a single store identity and address. Electronic clearing or any other exception to Pyranha, Inc., and Adeptus standard process requires Pyranha, Inc., and Adeptus prior approval. Pyranha, Inc., and Adeptus reserves the right to deal directly with retailers on all matters pertaining to coupon submissions. Pyranha, Inc., and Adeptus reserve the right to audit coupon retailer and clearinghouse processing practices at any time. Disclosure of redemption data to any third party by retailers or clearinghouses is not permitted unless required by law.
4. **Tax Reporting.** Retailers and clearing houses must comply with all applicable IRS and other tax reporting requirements including without limitation state sales or use taxes or obtaining an appropriate taxpayer identification number.

C. Manufacturer Coupon Payments and Denials of Submissions

1. **Payment Terms.** Pyranha, Inc. and Adeptus will reimburse the retailer for coupon values as provided in #2 below when redeemed in accordance with Pyranha, Inc. and Adeptus's offer as stated on the coupon. By submitting coupons for redemption, you certify that those coupons came from retail customers only, in connection with their purchase of the specified product(s) and terms of the coupon itself. **Do not submit coupons for payment unless you are certain they were legitimately procured.** Paper coupons will be processed within 30 days from the date of receipt of the invoice and coupons. Digital coupons will be processed within 15 days from the date of receipt of the invoice data file.
2. **Coupon Value.** The retailer will be reimbursed as follows:
 - a. Face value of coupons, or if the coupon calls for free merchandise, for the actual retail-selling price of the promoted product (up to the stated maximum value printed on the coupon). Pyranha, Inc. and Adeptus **will not reimburse retailers for amounts more than the actual retail selling price of the item, even if the coupon has a higher "up to" stated value.** If you do not write the actual price in the retail price box, Pyranha, Inc. and Adeptus will set a default value based on the representative market value of the item(s) promoted. Pyranha, Inc., and Adeptus will not reimburse retailers for items not specifically identified on the coupon itself.
 - b. 8¢ handling charge for each coupon properly redeemed to defray the following costs: front-end handling by the retailer; store to-headquarters accounting; store occupancy; sundry loss; cost of funds; and coupon processing, which covers any special handling, invoice preparation, or other fees.
 - c. Pyranha, Inc. and Adeptus will **not** pay any other administrative, handling, shipping, transportation, postage, or other coupon processing fees that retailers or their clearing houses may assess.
3. **Redemption Deadlines.** Invoices for paper coupons received by Pyranha, Inc. and Adeptus

more than six (3) months after the expiration date on the coupon will not be processed. Invoices for digital coupons must be presented to Pyranha, Inc., and Adeptus process agent 30 days after the expiration date of the coupons.

4. No Offsets or Adjustments. The retailer is not permitted to offset or deduct manufacturer coupon claimed amounts, reimbursements, or coupon adjustments of any kind from payments without Pyranha, Inc. and Adeptus' prior approval. Deductions for either whole or partial payment amounts will not be accepted by Pyranha, Inc. and Adeptus and will be added to your account for immediate repayment.

If you make any deductions or adjustments without our consent, Pyranha, Inc., and Adeptus reserve the right to suspend your account and all further shipments until all disputed amounts are repaid.

5. Accounting and Audit. Pyranha, Inc. and Adeptus's actual count of coupons received shall be final and shall govern payment. Pyranha, Inc., and Adeptus reserve the right to request evidence of proof of purchase to show that sufficient stock was purchased within the last 90 days to produce the number of coupons submitted and reserve the right to audit retailer or clearing house coupon sorting and billing practices. Failure to comply may void all coupons submitted.
6. Non-complying Coupons. Pyranha, Inc., and Adeptus reserve the right to reject, retain, mark, and declare void any coupons (paper or digital) presented for redemption that are:
 - a. Accepted from the consumer after the stated expiration date.
 - b. In taped, cut, or torn condition, or otherwise illegible or defaced.
 - c. Used to purchase products for resale and not for individual consumer use; such coupons may be in sequential number patterns, contain evidence of tape or other bundling, or are in excessive or larger than normal quantities in single or multiple transactions.
 - d. Altered in any manner, or which appear to be reproductions, copies, or counterfeits.
 - e. Mass or "gang" cut, or submitted in mint condition, or a uniform mix.
 - f. Not supported by sufficient retailer stock to cover the number and types of coupons submitted for redemption.
 - g. Not supported by itemized receipts or invoices showing sufficient purchases of products of the retailer within the normal redemption cycle to cover the coupons presented for payment. Pyranha, Inc., and Adeptus may request supporting data, typically transaction log data, to verify actual customer transactions for the period involved.
 - h. Submitted by a retailer whose address or business operations cannot be verified.
 - i. Redeemed in a different area from their original distribution area (out-of-area coupons).

- j. Published elsewhere without written permission from Pyranha, Inc. and Adeptus.
- k. Deemed to have any other indications of misrepresentation or fraud.
- l. Otherwise not in accordance with this Policy.

Further, Pyranha, Inc., and Adeptus reserve the right to forward any nonconforming or suspect coupons to law enforcement authorities for review.

- 7. Appeal Procedure. In the event a retailer payment is withheld or rejected, the retailer must appeal the decision within six (6) months of the notification date. Appeals made after six (6) months will not be processed. Pyranha, Inc., and Adeptus reserve the right to destroy nonconforming coupons at any time after 90 days from the date of notice of rejection. You agree on both for your account and your clearinghouse as your agent that in the event of such destruction, Pyranha, Inc. and Adeptus's records regarding rejected coupons shall control, even if the actual coupons have been destroyed, as Pyranha, Inc. and Adeptus had last physical custody of the item(s).
- 8. No Claims after 12 Months. Retailers or clearinghouses must notify Pyranha, Inc. and Adeptus of any claims related to coupon processing or payment disputes (other than claims covered under Section C.5.) within 12 months of the original date of coupon payment or such claims shall lapse. Retailers or cleaning houses may not bring any post-audit claims after 12 months of payment.
- 9. Governing Law. This Policy shall be governed in accordance with the laws of the State of Texas, without regard to its principles of choice or conflicts of law.
- 10. Termination of Fraud. If false or misleading verification information is provided to Pyranha, Inc., Adeptus, or our authorized agents, during the retailer's clearinghouse's qualification process redemption privileges may be permanently terminated.

D. Miscellaneous Terms

- 1. The cash redemption value of each coupon is 1/100th of one cent.
- 2. Presenting coupons for redemption other than as provided by this Policy may be considered negligent or intentional misrepresentation, or fraud.
- 3. Termination – Pyranha, Inc. and Adeptus may terminate this Policy at any time.
- 4. Retailers bear all the credit risk of dealing with coupon clearinghouses. Pyranha, Inc., and Adeptus are not responsible for selecting retail service providers.
- 5. Any inconsistent use of this Policy will be considered a breach of contract. In addition to all other legal remedies, Pyranha, Inc., and Adeptus may void all coupons submitted for reimbursement and retain them without payment.
- 6. Failure to enforce any terms or conditions of this policy shall not constitute waiver of such provision or any other provision by Pyranha, Inc., and Adeptus reserves the right to modify, revise, or rescind any provision of this Policy at its sole discretion, and without prior notice. Material changes to the Policy may be published by Pyranha, Inc. and

Adeptus as a courtesy; however, by your presentation of Pyranha, Inc. and Adeptus coupons you agree to be bound by its terms, to obtain and review updated versions of this Policy as necessary and train all staff required to the extent reasonably necessary to implement these procedures.

Sincerely yours,

Pyranha®, Inc. and Adeptus ®

GENERAL

- All valid coupons should be presented to the cashier at the time of checkout.
- We accept only coupons that scan accurately at the register.
- We do not accept expired coupons.
- Coupons or their face value cannot be exchanged for cash or gift cards.
- We do not accept coupons for items not manufactured by Pyranha, Inc. or Adeptus.
- The number of manufacturer coupons may not exceed the number of items in the transaction.
- The total value of the coupons may not exceed the value of the transaction.
- The use of 40 or more coupons per transaction, a transaction involving more than \$100 in coupons, or coupons totaling more than 20% of the gross sales price will require approval by the Marketing Manager.
- The consumer must pay any applicable sales tax.
- We reserve the right to reject any coupon or to limit the number of coupons being used in a transaction.
- Pyranha, Inc. and Adeptus will not reimburse any postage fees.

SALE ITEMS

- We will accept a manufacturer coupon for an item that is on sale.

• INTERNET/PRINT-AT-HOME COUPONS

- We do not accept valid Internet/Print-at-Home coupons. Note: There are no valid Internet Print-at-Home coupons that will provide you with 100% or free product discounts.
- Internet Print-at-Home coupons feature unique serial numbers (often referred to as Pin Numbers) printed on them and follow an industry-standard format. Coupons printed on home or office equipment without these features will NOT be accepted.

COUNTERFEIT COUPONS

- We will reject coupons if they appear to be copied, distorted, blurry, or altered.
- We monitor the Coupon Information Corporation website for announcements of new counterfeit coupons.

- We will work with the appropriate law enforcement authorities to prosecute individuals using counterfeit coupons.

RETURNS

- In the event a consumer returns a product purchased with a coupon, the value of the coupon will be retained by the store so the funds can be refunded to the manufacturer. The coupon will not be returned to the consumer.