



**AMERICAN PIE, LLC.'S**  
**Coupon Redemption**  
**Policy Statement**  
Effective July 1, 2004



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This explains the terms and conditions under which American Pie, LLC (AP) will reimburse customers for coupon submissions.

***Redemption at the Store***

- 1) Coupons are redeemable, prior to the expiration date, only by retail consumers purchasing the product(s) indicated, including, but not limited to the brand, flavor(s), quantity and size(s) with the face value of the coupon deducted from your retail price. Only one coupon per consumer per product purchased will be honored.
- 2) Coupons are void and will not be redeemed by AP if reproduced, photocopied, trimmed, altered or misused in any way by the retailer or consumer.
- 3) Coupons are non-assignable and are void if transferred from their original recipient to any other person, firm or group. AP does not permit the unauthorized distribution, collection, sale, transfer, 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 AP products, gathered and distributed by any person or group for charitable fund-raising purposes, or otherwise used in any way except as described in Paragraph 1 above.
- 4) Coupons are void if taxed, licensed, restricted, or prohibited by law.
- 5) The consumer must pay any applicable sales tax.
- 6) There is a limit of one coupon per purchase of the product and size(s) indicated.
- 7) Coupons are only redeemable by authorized dealers located in the U.S. and on U.S. Military bases.

***Processing Coupons for Payment***

- 1) AP will only accept properly redeemed and identified coupons directly from the retailer, through a retailer clearing house, through a retailer-billing agent, or through a wholesaler billing agent recognized by AP as agents of retailers of AP products for the redemption of AP coupons. Coupons from unauthorized intermediary agents will not be accepted.
- 2) All applicable IRS reporting requirements, including obtaining an appropriate taxpayer identification number must be complied with.

3) To redeem coupons for AP products, send properly redeemed coupons to :

a. For Marie Callender's Brand  
**American Pie, LLC.**  
P. O. Box 880486  
El Paso, TX 88588-0486

b. For Claim Jumper Brand  
**Claim Jumper**  
P. O. Box 880486  
El Paso, TX 88588-0486

***Policy for Payment and Denials***

1) You will be reimbursed only for the following three items:

A. Face value of coupons or, if the coupon calls for free merchandise, for your retail selling price (up to the coupon's stated maximum value).

B. \$ 0.08 for handling each coupon properly redeemed.

C. Reasonable out-of-pocket costs incurred for the physical transportation of the coupons to AP or to our authorized agent. **We will not pay for any administrative or consolidated fees and, except as described in C.2. below, we will not pay any other up charges that you or your agent (if one is used) may assess on or in lieu of such pass-through/ out-of-pocket expenses.** The transportation costs will be reimbursed as follows:

C.1. 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 documented incurred reasonable postage (i.e. first class mail insured) or other shipping charges, as indicated on the packaging received.

C.2. For those retailers that are using a clearinghouse or billing agent, we will reimburse you at a rate equal to five dollars per thousand of coupons redeemed (\$5.00/M)

2) For each free coupon offer, the maximum reimbursement value of the coupon will be communicated to the manufacturer's agent. This maximum limit will be printed on the coupon adjacent to the retail price box. Retailers must write the actual shelf price of the product to be reimbursed in the retail price box in order to be paid. If this amount exceeds the maximum limit, only the printed maximum reimbursement will be paid. If the amount written is lower than the maximum reimbursement amount, the lower amount will be paid.

3) Coupon reimbursements may not be deducted from AP invoices. Invoice deductions and deduction fees are not in compliance with AP's redemption policy and any attempt to take such a deduction may, at the sole option of AP, void all coupons submitted for reimbursement.

4) AP reserves the right to request evidence of proof-of-purchase to show that sufficient stock was purchased to cover 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.

5) Only coupons received by AP within 3 months of coupon expiration will be honored.

6) Any lawsuit involving coupon processing or payment disputes shall be brought within 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 Missouri. Each party shall be responsible for its own attorneys' fees and costs.

7) Each shipment of coupons will be considered as a whole, and AP reserves the right to refuse payment for an entire shipment if any portion of the shipment is found to be improperly redeemed.

8) Failure to observe these terms and conditions for proper redemption may, at the option of AP, void all coupons submitted for reimbursement, and all coupons may be retained as property of AP without payment. AP reserves the right to forward coupons, which AP judges to be misredeemed, to law enforcement agencies for their review and investigative purposes.

***Other Information***

1) The cash redemption value of each coupon is 1/20 of one cent.

2) Disclosure of redemption data to a 3rd party by retailer, clearing house or other intermediary agency is strictly prohibited.

3) It is the retailer's responsibility to ensure all personnel within their organization comply with this policy.

4) It is FRAUD to present coupons for redemption other than as provided by this Redemption Policy.

5) You agree that failure to observe these terms and conditions for proper redemption may, at the sole option of AP, void all coupons submitted for reimbursement; and all coupons may be retained as property of AP, without payment. The exercise of or failure to, in whole or in part, enforce any terms or conditions hereof shall not be deemed a waiver of any prior, concurrent, or subsequent right, remedy or duty under this agreement.

For claims for payment please call the  
NCH Marketing Services  
Toll Free Line to speak with a NCH Marketing Specialist  
1-800-833-7096