



MAY 25, 2004

**This policy explains the terms and conditions under which Birds Eye Foods will reimburse customers for coupon submissions. This Birds Eye Foods Redemption Policy may be modified at any time by Birds Eye Foods in its sole discretion. Proper store redemption of our coupons authorizes you to submit coupons for reimbursement by Birds Eye Foods. Your redemption of our coupons indicates your acceptance and compliance with this redemption policy (“the Policy”).**

## **BIRDS EYE FOODS COUPON REDEMPTION POLICY**

### **Redemption at the Store**

Coupons are redeemable only by a consumer purchasing the quantity and size of the specific brands and product(s) stated on the coupon, before the expiration date, with the face value of the coupon subtracted from the retail selling price.

Coupons may not be reproduced, photocopied, mutilated or altered in any way by the consumer/retailer. Any such situations may be prosecuted by law. Coupons which Birds Eye Foods distributes over the internet or any other electronic format, can be printed and used only in accordance with this redemption policy. Any other use, reproduction, or distribution of these coupons is strictly prohibited and may be prosecuted by law.

Coupons are non-assignable and are void if transferred from their original recipient to any other person, firm or group. Birds Eye Foods does not permit the unauthorized distribution, collection, sale, or assignment of its coupons for any reason.

Coupons will be redeemed only at retail locations located in the United States, its territories and U.S. Military bases.

Coupons are void if taxed, restricted, or prohibited by law.

The consumer must pay any applicable sales tax.

There is a limit of one coupon per purchase of the product and size(s) indicated.

Disclosure of redemption data to a 3<sup>rd</sup> party retailer, clearinghouse or other intermediary agency is strictly prohibited.

## Processing Coupons for Payment

Birds Eye Foods will only accept properly redeemed and identified coupons: (a) directly from the retailer, or through authorized (b) retailer clearinghouse (c) retailer-billing agent or (d) wholesaler-billing agent.

All applicable IRS reporting requirements, including obtaining an appropriate taxpayer identification number must be complied with.

To redeem Coupons for Birds Eye Foods, send properly redeemed coupons to:

Birds Eye Foods, Inc.	OR	NCH/Birds Eye Foods
P.O. Box 880554		26-A Walter Jones
El Paso, TX 88588-0554		El Paso, TX 79906

## Policy for Payment and Denials

**You will be reimbursed for the following three (3) items only:**

- A) Face value of coupons or if coupon calls for free merchandise, for the retail selling price (up to the stated maximum value printed on the face of the coupon).
- B) **\$.08 for handling of each coupon properly redeemed to cover your expenses such as:**
- ◆ Front-End Handling by the retailer
  - ◆ Store to Headquarters Accounting
  - ◆ Store Occupancy
  - ◆ Sundry Loss
  - ◆ Cost of Funds
  - ◆ Coupon Processing
  - ◆ Any other special handling, invoice preparation or other fees.
- C) Reasonable out-of-pocket costs incurred for the physical transportation of the coupons to Birds Eye Foods or to our authorized agent. **We will not pay for any administrative or consolidation fees and, except as described below, we will not pay any other surcharges that you or your agent (if you use one) may assess on or in lieu of such pass-through/out-of-pocket expenses.**
- ◆ 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. **No premium overnight or 2<sup>nd</sup> day charges will be accepted.**
  - ◆ For those retailers that are using a clearinghouse or billing agent, Birds Eye Foods has instituted a \$5.00 per thousand for postage/shipping reimbursement.

Coupon claimed amounts, reimbursements and coupon adjustments may not be deducted from product invoices or purchase orders without the prior written consent of Birds Eye Foods, which consent can be withheld at Birds Eye's sole and absolute discretion. Invoice deductions are not in compliance with Birds Eye Foods Redemption Policy and any attempt to take such deductions may, at the sole option of Birds Eye Foods, void all coupon submitted for reimbursement.

In the event that a fraudulent coupon is unknowingly redeemed by a retailer, Birds Eye Foods will notify the retailer/clearinghouse that further fraudulent coupons will not be accepted by Birds Eye Foods. Any further attempt to redeem the fraudulent coupon will be denied.

Only coupons received by Birds Eye Foods within 6 months of coupon expiration will be honored.

Birds Eye Foods 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.

Birds Eye Foods shall not be responsible for any additional coupon promotion costs, including but not limited to costs associated with "coupon doubling" promotions.

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 Rochester, New York. Each party shall be responsible for its own attorneys' fees and costs.

If false or misleading verification is provided on a questionnaire to Birds Eye Foods, or a certified clearinghouse, redemption privileges with Birds Eye Foods may be permanently terminated.

### **In-Ad Coupons (Account Specific)**

Retailers place In-Ad coupons in their primary advertising vehicle (e.g. newspaper, insert, store circular or direct mail circular) in cooperation with Birds Eye Foods. While the retailer pays for advertising costs, Birds Eye Foods pays for the redemption costs associated with the In-Ad.

In-Ads are intended to be discounts on consumer purchases during a specific promotion period by a specific retailer.

In-Ad coupons must include the following elements:

- ◆ Correct brand name/size
- ◆ Void if sold, transferred or reproduced
- ◆ Limit one per household/address/offer
- ◆ Retailer name
- ◆ Offer number
- ◆ Deal number
- ◆ Retailer value
- ◆ Coupon face value or feature price
- ◆ Expiration date

The In-Ad coupons will be distributed, printed and circulated only as authorized by the terms and conditions of the program; To indemnify and hold Birds Eye Foods harmless from all costs arising from failure to distribute, print and circulate In-Ad coupons as provided herein;

In-Ad coupons will not be distributed in any other manner whatsoever, including, but not limited to, point of sale (shelf or display), checkout stands, clipped, printed, or padded presentation;

In-Ad coupon events shall only be used by retailers/wholesalers that commit to purchase product to support the In-Ad event from a sales representative in the same geographical area where the In-Ad event is available;

Not to alter coupon copy without Birds Eye Foods prior approval; To safeguard Birds Eye Foods In-Ad artwork while in its possession, custody or control in order to prevent theft, mis-redemption and unauthorized use and will indemnify and hold Birds Eye Foods harmless from any loss or damage that may result from such failure to safeguard;

No directly competitive products may appear within retailer ad.

### **Other Information**

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

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

*FAILURE TO OBSERVE THESE TERMS AND CONDITIONS FOR PROPER REDEMPTION MAY AT THE SOLE OPTION OF BIRDS EYE FOODS, VOID ALL COUPONS SUBMITTED FOR REIMBURSEMENT AND ALL COUPONS MAY BE RETAINED AS PROPERTY OF BIRDS EYE FOODS, WITHOUT PAYMENT. FAILURE TO ENFORCE ANY TERMS OR CONDITIONS HEREOF SHALL NOT BE DEEMED A WAIVER OF THEM.*

*IT IS THE RESPONSIBILITY OF THE RETAILER THAT ALL PERSONNEL WITHIN THEIR ORGANIZATION COMPLY WITH THIS POLICY.*

### **Brands of Birds Eye Foods , Inc. include:**

- ❖ Birds Eye (Voila!, Simply Grillin, Hearty Spoonfuls, Box Sauced Vegetables, Bagged Sauced Vegetables, Frozen Vegetables, and Frozen Fruit)
- ❖ Bernstein's
- ❖ Brooks
- ❖ Comstock
- ❖ Greenwood
- ❖ Mariner's Cove
- ❖ McKenzie's
- ❖ Nalley
- ❖ Riviera
- ❖ Wilderness