



Butterball, LLC Coupon Redemption Policy

This document outlines terms and conditions governing the redemption of any Butterball LLC (“Butterball”) coupons by its retailers or other customers. This Butterball LLC Coupon Redemption Policy (this “Agreement”) may be modified at any time by Butterball in Butterball’s sole discretion. This Agreement shall be available to retailers and other customers for review upon written request. The current Agreement is set forth as follows:

YOUR REDEMPTION OF OUR COUPONS INDICATES YOUR ACCEPTANCE AND COMPLIANCE WITH THIS AGREEMENT. NOTWITHSTANDING ANY COURSE OF DEALINGS BETWEEN US, NO PURCHASE ORDER, INVOICE, RETAILER-POLICY OR SIMILAR DOCUMENT SHALL BE CONSTRUED TO MODIFY ANY OF THE TERMS OF THIS AGREEMENT.

A. Redemption at the Store

1. Coupons are redeemable only by a consumer purchasing the specific brands and product(s) stated on the coupon, with the face value of the coupon deducted from your retail price. Only one coupon shall be honored per customer for each item purchased.
2. Coupons may not be reproduced, photocopied, mutilated, trimmed or altered 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. Butterball does not permit the unauthorized distribution, collection, sale, 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 Butterball products, gathered and distributed by any person or group for charitable fund-raising purposes, or otherwise used in any way except as described in Section 1 above.
4. Coupons are void if taxed, restricted, or prohibited by law.
5. The consumer is required to pay any applicable sales tax.
6. Coupons will be redeemed only at retail locations located in the United States, its territories and at U.S. Military bases.

BUTTERBALL, L.L.C. P.O. Box 589
1628 Garners Chapel Road
Mt. Olive, NC 28365

P: 919-658-6743
F: 919-658-5865

www.butterball.com





B. Processing Coupons for Payment

1. Butterball will only accept properly redeemed and identified coupons:

- (a) directly from the retailer, or
- (b) through authorized retailer clearinghouse, or
- (c) through retailer-billing agent, or
- (c) through wholesaler-billing agent,

if such coupons are received by Butterball **within six (6) months** of each coupon's respective expiration date. Coupons that are received in an untimely manner, or from an unauthorized intermediary agent, will not be honored or accepted by Butterball.

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

3. To redeem coupons for Butterball, send properly redeemed coupons to:

Butterball, LLC
PO Box 880447
El Paso, TX 88588-0447

C. Policy for Payment and Denials

1. You will be reimbursed for the following three (3) items:

(a) Face value of coupons or if the coupon calls for free merchandise, for your retail-selling price (up to the stated maximum value printed on the coupon); plus

(b) 8¢ for handling each coupon properly redeemed; plus

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

i) 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.



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

2. Coupon claimed amounts, reimbursements and coupon adjustments cannot be deducted from product invoices or purchase orders. Invoice deductions and deduction fees are not in compliance with Butterball redemption policy and any attempt to take such deductions may, at the sole option of Butterball, void all coupons submitted for reimbursement.

3. Butterball 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. Any failure to comply may void all coupons submitted.

4. Any lawsuit involving coupon processing or payment disputes shall be brought within twelve (12) months of the original date of coupon payment or such claims shall be deemed forever extinguished and waived. Any such lawsuit shall be filed and conducted in a state or federal court located in Garner, North Carolina. Each party shall be responsible for its own attorneys' fees and costs, irrespective of outcome.

5. If false or misleading verification information is provided on a questionnaire to Butterball LLC., or a certified clearinghouse, redemption privileges with Butterball may be permanently terminated.

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

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

D. Miscellaneous Terms

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





2. It is FRAUD to present coupons for redemption other than as provided by this Agreement.
3. YOU AGREE THAT FAILURE TO OBSERVE THESE TERMS AND CONDITIONS FOR PROPER REDEMPTION MAY AT THE SOLE OPTION OF BUTTERBALL VOID ALL COUPONS SUBMITTED FOR REIMBURSEMENT AND ALL COUPONS MAY BE RETAINED AS PROPERTY OF BUTTERBALL LLC. , WITHOUT PAYMENT. THE EXERCISE OR WAIVER, IN WHOLE OR IN PART, OF ANY RIGHT, REMEDY OR DUTY PROVIDED FOR IN THIS AGREEMENT WILL NOT CONSTITUTE THE WAIVER OF ANY PRIOR, CONCURRENT OR SUBSEQUENT RIGHT, REMEDY OR DUTY UNDER THIS AGREEMENT.