



DEL MONTE FOODS

COUPON REDEMPTION POLICY STATEMENT

1. Coupons are redeemable only by a consumer purchasing the specific product(s) indicated on the coupon (i.e., the specific brand, size and quantity indicated), and only in accordance with the terms set forth on the face of the coupon and in this Redemption Policy. The face value of the coupon should be deducted from the retail selling price. Only one coupon shall be honored for each item purchased.
2. We expect retailers to use reasonable care in accepting coupons. Retailers shall not accept coupons which have been reproduced or altered in any way or which are in uncirculated or mass cut condition. Retailers shall not cut and submit coupons on their own behalf.
3. Coupons are non-assignable and are void if transferred from their original recipient to any other person, firm, or group prior to store redemption. Coupons are not to be used in swap boxes, taped to product or gathered and distributed by any person or group for charitable fund raising purposes.
4. Coupons are void if taxed, restricted, or prohibited by law.
5. Retailers will be reimbursed for the following amounts:
 - A.) Face value of coupons or, if a coupon calls for free merchandise, for the retail selling price (up to the stated cap amount), plus
 - B.) \$.08 for handling each properly redeemed coupon¹, plus
 - C.) Reasonable documented out-of-pocket costs incurred for the physical transportation of the coupons to Del Monte Foods or to Del Monte Foods' authorized agent. Del Monte Foods will not pay for any administrative or consolidation fees and, except as expressly provided for in this Policy, will not pay any other charges that a retailer or retailer agent may assess on or in lieu of such pass-through/out of pocket expenses. The cost of transporting coupons to Del Monte Foods will be reimbursed as follows:
 - i. Retailers who sort redeemed coupons and submit them directly without the use of any third party agent will be reimbursed for incurred actual, reasonable postage (i.e., first class mail insured) or other actual, reasonable shipping charges, as indicated on the package received.
 - ii. Retailers who use a clearinghouse or billing agent will be reimbursed at the rate of \$5.00 per thousand (\$5.00/M) of coupons redeemed and properly submitted.
6. Coupon reimbursements, coupon adjustments and coupon handling/redemption charges may not be deducted from product invoice payments. Invoice deductions for coupon costs/charges/remittances are not in compliance with this Redemption Policy.

The \$.08 handling reimbursement covers the following costs:

- 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

7. Del Monte Foods shall not be responsible for any additional coupon promotion costs, including but not limited to costs associated with “coupon doubling” promotions.
8. The consumer must pay any applicable sales tax.
9. There is a limit of one coupon per purchase of the product and size(s) indicated.
10. Coupons are only redeemable by retailers located in the U.S. and on U.S. military bases.
11. Properly redeemed and identified coupons will be accepted only from Del Monte Foods authorized intermediaries or clearing houses. Coupons will not be honored if presented through unauthorized persons or companies. Coupons will be considered void when presented by an agency or broker not authorized by Del Monte Foods.
12. Parties submitting coupons for redemption must comply with all applicable laws and regulations, including IRS reporting requirements. All parties submitting coupons for redemption must have an IRS taxpayer identification number.
13. Retailers must present to Del Monte Foods upon request evidence of purchase of sufficient stock to cover coupons submitted for payment. Del Monte Foods reserves the right, as a condition to payment for submitted coupons, to audit the coupon sorting and billing services of any retailer or any agent involved in the handling of coupons submitted for payment.
14. The cash redemption value of each coupon is 1/100 of one cent.
15. It is FRAUD to present coupons for redemption other than as provided by this Redemption Policy.
16. **IN CONSIDERATION FOR SUBMITTING COUPONS FOR REDEMPTION, RETAILERS AGREE THAT FAILURE TO OBSERVE THESE TERMS AND CONDITIONS FOR PROPER REDEMPTION MAY, AT THE SOLE OPTION OF DEL MONTE FOODS, VOID ALL COUPONS SUBMITTED FOR REIMBURSEMENT AND ALL COUPONS MAY BE RETAINED AS PROPERTY OF DEL MONTE FOODS, WITHOUT PAYMENT.**
17. For reimbursement in accordance with this Policy, send properly redeemed coupons to the address indicated on the coupon. Core products include Del Monte Fruits/Vegetables/ Tomatoes, Contadina, College Inn, S&W (excluding Beans), Del Monte Pet Products, and Del Monte Corporate Brands.

Del Monte Foods
P.O. Box 880101
El Paso, TX 88588-0101

18. Del Monte Foods may revise this Coupon Redemption Policy Statement at any time, in its sole discretion.

19. In submitting coupons for redemption, retailers agree that any and all disputes arising out of or connected with, directly or indirectly, the redemption of, processing of or payment for Del Monte Foods coupons, or arising out of or connected with this Redemption Policy, shall be brought within 18 months of the original date of coupon submission by retailer (or its agent) to Del Monte Foods, or such claim(s) shall be considered extinguished for all purposes. Any such claim shall be filed and adjudicated in a state or federal court located in the Northern District of California and shall be governed by the substantive laws of the State of California. Each party shall be responsible for its own attorneys' fees and costs.

20. THIS REDEMPTION POLICY SUPERSEDES ANY PRIOR DEL MONTE FOODS POLICY ON COUPON REDEMPTION AND ANY RETAILER OR THIRD PARTY PROCESSING AGENT TERMS REGARDING REDEMPTION OF COUPONS. RETAILERS SUBMISSION OF COUPONS FOR REDEMPTION CONSTITUTES ACCEPTANCE OF AND AGREEMENT WITH THE TERMS OF THIS POLICY. NO PURCHASE ORDER, INVOICE, RETAILER OR AGENT POLICY OR SIMILAR DOCUMENT SHALL BE CONSTRUED TO MODIFY ANY OF THE TERMS OF THIS POLICY AND CONTRARY TERMS OF ANY RETAILER OR THIRD PARTY PROCESSING AGENT POLICY ARE EXPRESSLY REJECTED. THIS POLICY MAY ONLY BE MODIFIED BY A WRITING EXECUTED BY THE VICE PRESIDENT, SALES, OF DEL MONTE FOODS. FAILURE TO ENFORCE ANY TERM OR CONDITION HEREOF SHALL NOT BE DEEMED A WAIVER OF SUCH TERM OR CONDITION.