



EGGLAND'S BEST, INC.
COUPON REDEMPTION POLICY STATEMENT

This letter explains the terms and conditions under which Eggland's Best, Inc. will reimburse customers for coupon submissions. Proper store redemption of our coupons authorizes you to submit coupons for reimbursement by Eggland's Best, Inc. Your redemption of our coupons indicates our acceptance and compliance with this redemption policy (the "Policy"). 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 policy.

Redemption at the Store

- 1) Coupons are redeemable only by a consumer purchasing the product(s) indicated, including, but not limited to the brand, quantity and size with the face value of the coupon deducted from your retail price.
- 2) Coupons may not be reproduced, photocopied, trimmed or altered in any way by the retailer.
- 3) Coupons are non-assignable and are void if transferred from their original recipient to any other person, firm or group. Eggland's Best, Inc. 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 Eggland's Best products, gathered and distributed by any person or group for charitable fundraising purposes, or otherwise used in any way except as described in Paragraph 1 above.
- 4) Coupons are void if taxed, restricted, or prohibited by law.
- 5) The consumer must pay any applicable sales tax.
- 6) There is a limit on one coupon per purchase of the product and size(s) indicated.
- 7) Coupons only redeemable by authorized retailers and U.S. Military bases. located in the U.S.

Processing Coupons for Payment

- 1) Eggland's Best, Inc. will only accept properly redeemed and identified coupons directly from the retailer, through a retailer clearinghouse, or through a retailer-billing agent. 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 Egglan's Best products, send properly redeemed coupons to:

Egglan's Best, Inc.
P. O. Box 880235
El Paso, TX 88588-0235

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. \$.08 for handling each coupon properly redeemed. * This covers all costs, including any special handling, invoice preparation, or other fees.
 - C. Reasonable Postage
 - Retailers who sort and submit directly will be reimbursed for reasonable postage indicated on the package received.
 - **Retailers using a retailer clearinghouse or billing agent will be reimbursed at a per thousand rate that covers the cost for the transportation of the coupons. \$5.00/M**
- 2) **You will not be reimbursed for unreasonable postage or any additional fees**
- 3) **Coupon reimbursements may not be deducted from invoices or purchase orders**
- 4) Egglan's Best, Inc. 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) Any lawsuit involving coupon processing or payment disputes shall be brought within 12 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 Pennsylvania. Each party shall be responsible for its own attorneys' fees and costs.

- 6) If false or misleading verification information is provided on a questionnaire to Egglan's Best, Inc., or a certified clearinghouse, redemption privileges with Egglan's Best, Inc. will be permanently terminated.
- 7) Each shipment of coupons will be considered as a whole and Egglan's Best, Inc. 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 Egglan's Best, Inc. void all coupons, submitted for reimbursement and all coupons may be retained as property of Egglan's Best, Inc. without payment. Egglan's Best, Inc. reserves the right to forward coupons, which Egglan's Best, Inc. 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) It is FRAUD to present coupons for redemption other than as provided by this Redemption Policy.
- 3) FAILURE TO OBSERVE THESE TERMS AND CONDITIONS FOR PROPER REDEMPTION MAY AT THE SOLE OPTION OF EGGLAN'S BEST, INC. VOID ALL COUPONS SUBMITTED FOR REIMBURSEMENT AND ALL COUPONS MAY BE RETAINED AS PROPERTY OF EGGLAN'S BEST, INC. WITHOUT PAYMENT. FAILURE TO ENFORCE ANY TERMS OR CONDITIONS HEREOF SHALL NOT BE DEEMED A WAIVER OF THEM.

* An industry study identified that the \$.08 covers the following costs:

- Front-end handling by the retailer
- Store to headquarters accounting
- Store Occupancy
- Sundry Loss
- Cost of Funds
- Coupon Processing

Effective 6/1/2004