

H. J. HEINZ COMPANY

COUPON REDEMPTION POLICY STATEMENT

Your redemption of coupons indicates your acceptance and compliance with H. J. Heinz Company Redemption 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 agreement.

For questions concerning this policy or claims for payment, please call NCH Marketing Services at 1-800-833-7096.

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. Only one coupon shall be honored for each item purchased.
- 2) Coupons may not be reproduced, photocopied, mutilated, 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, firms or group. H. J. Heinz Company 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 H. J. Heinz Company products, gathered and distributed by any person or group or charitable fund-raising purposes, or otherwise used in any way except as described in Requirement 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 are only redeemable at retail locations located in the United States, its territories and at U.S. Military bases.

Processing Coupons for Payment

- 1) H. J. Heinz Company will accept properly redeemed and identified coupons directly from the retailer, through an authorized retailer clearinghouse, through a retailer-billing agent or through a wholesaler billing agent.
- 2) All applicable IRS reporting requirements, including obtaining an appropriate taxpayer identification number, must be complied with.
- 3) To redeem coupons for Heinz North America Frozen Foods products, send properly redeemed coupons to:

Heinz Frozen Food
P.O. Box 870131
El Paso, TX 88587-0131

OR

NCH/Heinz Frozen Food Co.
26-A Walter Jones
El Paso, TX 79906

To redeem coupons for Heinz North America Dry products, send properly redeemed coupons to:

Heinz North America
P.O. Box 870125
El Paso, TX 88587-0125

OR

NCH/Heinz U.S.A.
26-A Walter Jones
El Paso, TX 79906

Policy for Payment and Denials

- 1) You will be reimbursed 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 stated maximum value printed on the coupon).
 - B) 8¢ for handling each coupon properly redeemed.

-- Front-End Handling by the Retailer	4.8¢
-- Store to Headquarters Accounting	.4¢
-- Store Occupancy	.4¢
-- Sundry Loss	.56¢
-- Cost of Funds	.96¢
-- Coupon Processing	.88¢

(this covers any special handling, invoice preparation, or other fees)
 - 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 up-charges 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 clearing house or billing agent, we will reimburse you at a rate equal to \$5.00 per thousand of coupons redeemed (\$5.00/M).

- 2) Coupon reimbursements and coupon adjustments cannot be deducted from product invoices or purchase orders. Invoice deductions and deduction fees are not in compliance with H. J. Heinz Company redemption policy.
- 3) H. J. Heinz Company 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.
- 4) Any lawsuit by Customer 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. Customer consents to the exclusive jurisdiction for any such lawsuit in a state or federal court in Pittsburgh, PA, governed by the laws of Pennsylvania. Each party shall be responsible for its own legal fees and costs.

Other Information

- 1) The cash redemption value of each coupon is 1/100 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 H. J. HEINZ COMPANY, VOID ALL COUPONS SUBMITTED FOR REIMBURSEMENT AND ALL COUPONS MAY BE RETAINED AS PROPERTY OF H. J. HEINZ COMPANY 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.