



**THE J. M. SMUCKER COMPANY
COUPON REDEMPTION POLICY**

EFFECTIVE DATE: March 1, 2009

YOUR REDEMPTION OF COUPONS OF THE J. M. SMUCKER COMPANY, AND ITS SUBSIDIARIES AND AFFILIATES, INCLUDING WITHOUT LIMITATION, EAGLE FAMILY FOODS, INC., THE FOLGERS COFFEE COMPANY, JUICE CREATIONS CO., KNOTT'S BERRY FARM, KNUDSEN & SONS, INC., MARTHA WHITE FOODS, INC., MARY ELLEN'S INCORPORATED, MILLSTONE COFFEE, INC., MILNOT COMPANY, SANTA CRUZ NATURAL, INCORPORATED, SMUCKER NATURAL FOODS, INC., THE DICKINSON FAMILY, INC., AND WHITE LILY FOODS INDICATES YOUR ACCEPTANCE AND COMPLIANCE WITH THIS COUPON REDEMPTION POLICY ("AGREEMENT"). NOTWITHSTANDING ANY COURSE OF DEALINGS BETWEEN US, NO PURCHASE ORDER, INVOICE, RETAILER-POLICY OR SIMILAR DOCUMENT WILL BE CONSTRUED TO MODIFY ANY OF THE TERMS OF THIS AGREEMENT.

**SECTION ONE
REDEMPTION AT THE STORE**

- 1.1 Coupons are redeemable only by a consumer purchasing the specific brands, quantities, sizes and product(s) stated on the coupon, with the face value of the coupon deducted from your retail price. Coupons are not authorized to be used when the consumer is purchasing products for resale. Only one coupon will be honored for each item purchased.
- 1.2 Coupons may not be reproduced, photocopied, mutilated, trimmed or altered in any way by the retailer.
- 1.3 Coupons are non-assignable and are void if transferred from their original recipient to any other person, firm or group. The J. M. Smucker 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 The J. M. Smucker Company 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 1.1.
- 1.4 Coupons are void if taxed, restricted, or prohibited by law.
- 1.5 The consumer is required to pay any applicable sales tax.
- 1.6 Coupons will be redeemed only at retail locations located in the United States, its territories and at U.S. Military bases.

**SECTION TWO
PROCESSING COUPONS FOR PAYMENT**

- 2.1 The J. M. Smucker Company will only accept properly redeemed and identified coupons directly from the retailer, or through authorized a retailer clearinghouse, retailer–billing agent, or wholesaler-billing agent.
- 2.2 All applicable IRS reporting requirements must be complied with, including obtaining an appropriate taxpayer identification number.
- 2.3 To redeem coupons for The J. M. Smucker Company, send properly redeemed coupons to either:
- | | | |
|---------------------------|----|-------------------------------|
| The J. M. Smucker Company | Or | NCH/The J. M. Smucker Company |
| P.O. Box 870136 | | 26-A Walter Jones |
| El Paso, TX 88587 | | El Paso, TX 79906 |

**SECTION THREE
POLICY FOR PAYMENT AND DENIALS**

- 3.1 Subject to The J.M. Smucker Company’s discretion, you will be reimbursed for the following three (3) items only:
- (a) the 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) Up to 2¢ for incremental sundry costs for each coupon. This reimbursement is meant to cover reasonable out-of-pocket costs as incurred due to:
 - All sundry costs related to processing The J.M. Smucker Company’s coupons
 - All transportation costs; such as, postage / shipping
- The above reimbursements referenced in 3.1.b and 3.1.c constitute full and complete compensation to you and your agents for the customary and reasonable expenses incurred in processing The J.M. Smucker Company’s coupons from point of sale redemption to redemption at The J.M. Smucker Company’s designated site. The reimbursements take into account the total costs of coupon handling by you and your agent, including clearinghouse charges, handling fees, and all transportation costs, when efficiency and best-in-class practices are effected. The J.M. Smucker Company is not responsible for any costs negotiated between you and your agent; therefore, they are not allowed to be passed through.
- (d) Payment will be made within (30) days from the date of receipt of invoice and coupons. Should there be any payment discrepancies, they should be made in writing to either of the addresses listed above within sixty (60) days after the payment date. Any inquiries after this time period will not be honored.
- 3.2 Coupon reimbursements and coupon adjustments may not be deducted from payments of invoices to The J.M. Smucker Company. Any deductions resulting from coupon adjustments, penalty fees or deduction administrative fees will be considered unauthorized and must be repaid. If such unauthorized deductions are made, The J. M. Smucker Company reserves the right to take action, including but not limited to, reducing your customer development fund by an amount equal to the unauthorized deductions taken, suspension of customer service, change to customer’s credit rating as well as take action to suspend shipments.

- 3.3 The J. M. Smucker 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.
- 3.4 If false or misleading verification information is provided on a questionnaire to The J. M. Smucker Company, or a certified clearinghouse, redemption privileges with The J. M. Smucker Company may be permanently terminated.
- 3.5 Each shipment of coupons will be considered as a whole and The J. M. Smucker Company reserves the right to refuse payment for an entire shipment if any portion of the shipment is found to be improperly redeemed.

SECTION FOUR MISCELLANEOUS TERMS

- 4.1 The cash redemption value of each coupon is 1/100 of one cent.
- 4.2 It is FRAUD to present coupons for redemption other than as provided by this Agreement.
- 4.3 Failure to observe these terms and conditions for proper redemption stated in this Agreement may, at the option of The J. M. Smucker Company, void all coupons, submitted for reimbursement and all coupons may be retained as property of The J. M. Smucker Company without payment.
- 4.4 The J. M. Smucker Company reserves the right to forward coupons, which it judges to be misredeemed, to law enforcement agencies for their review and investigative purposes.
- 4.5 Any lawsuit involving coupon processing or payment disputes will be brought within 18 months of the original date of coupon payment or such claims will be deemed extinguished. Any such lawsuit will be filed and conducted in a state or federal court located in the State of Ohio. Each party will be responsible for its own attorneys' fees and costs.
- 4.6 This Agreement is effective as of March 1, 2009. The J.M. Smucker Company reserves the right to modify or withdraw the terms of this policy at any time with notice.
- 4.7 This Agreement will be applicable for all products manufactured or sold by The J. M. Smucker Company, its affiliates or subsidiaries.
- 4.8 **YOU AGREE THAT FAILURE TO OBSERVE THESE TERMS AND CONDITIONS FOR PROPER REDEMPTION MAY AT THE SOLE OPTION OF THE J. M. SMUCKER COMPANY VOID ALL COUPONS SUBMITTED FOR REIMBURSEMENT AND ALL COUPONS MAY BE RETAINED AS PROPERTY OF THE J. M. SMUCKER 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.**