



KRAFT FOODS COUPON REDEMPTION POLICY

These are the terms and conditions for retailer coupon redemption reimbursement for Kraft Foods Global Inc. and the following operating units: Back to Nature Foods Company, Boca Foods Company, Callard & Bowser-Suchard, Inc., Capri Sun, Inc., Churny Company, Inc., Claussen Pickle Co., Kohrs Packing Company, KPC Foods, Inc., Pollio Italian Cheese Company, Seven Seas Foods, Inc., The Yuban Coffee Company, and Vict. Th. Engwall & Co., Inc.. These terms and conditions also apply to products sold under the following assumed names or dba's: Adair Foods Company, Cadbury, Caruso Cheese Products, Columbia Foods Company, Coshocton Foods Company, Fullerton Foods, Inc., Louis Rich Company, Maxwell House Coffee Company, Nabisco, Oscar Mayer Foods, Stella Doro Biscuit Co., and to any products sold under any other operating unit of Kraft Foods Global Inc. or any other assumed names or dba's used by Kraft Foods Global, Inc. or any other assumed names, and dba's are collectively referred to herein as "KF".

Please note that the above list is subject to change without notice, e.g. due to acquisitions and/or divestitures.

Effective: SEPTEMBER, 2011

RETAILER:

By submitting KF coupons for redemption, the retailer and its redemption agent (collectively "You") are agreeing to comply with the Kraft Foods Coupon Redemption Policy (herein "Policy") as set forth below:

Procedure

1. Coupons are redeemable only by retail consumers purchasing the brand(s), flavor(s), size(s) and quantities indicated, prior to the expiration date, with the face value of the coupon deducted from your retail selling price.
2. Coupons are valid only in the USA, FPO's and APO's, with a Cash Value of 1/100th of a cent.
3. There is a limit of one coupon for each purchase of the product(s) and size(s) indicated.
4. KF will not honor coupons submitted for reimbursement that have been, or appear to have been, reproduced, altered, assigned, or misused in any way. Such coupons are void and will not be redeemed by KF, its coupon redemption agent (herein "agent"), or any KF-approved redemption center. This includes, without limitation, coupons that have been, or appear to have been, (i) scanned, electronically reproduced, and/or sold on the Internet, (ii) transferred from their original recipient to any other person, firm or group prior to store redemption through a coupon club or other coupon exchange program, or (iii) mass or gang-cut, taped to the product, or similarly torn or cut. KF reserves the right to confiscate and forward any coupons it reasonably believes have been wrongfully submitted for redemption to law enforcement agencies for review.
5. Coupons are void if taxed, licensed or restricted by law.
6. The consumer is responsible for paying any applicable sales tax.
7. KF will not honor coupons submitted more than 6 months after their expiration date.
8. KF will not honor coupons submitted for product purchased from a party other than KF or a wholesaler or distributor that has not received the product directly from KF.
9. You, your agent, or your clearinghouse will submit properly redeemed coupons for redemption. Submission by any other person or entity will not be accepted. You understand that KF redemption data is confidential and proprietary to KF and you will not disclose any such data to a third party.
10. KF reserves the right to audit the coupon sorting and billing service of any retailer or agent involved in the coupon redemption process.
11. Each shipment of coupons will be considered as a whole. KF may refuse to reimburse you for an entire shipment if any portion of the shipment is deemed, either by KF or KF's agent, to have been improperly submitted for redemption.
12. Coupons are a form of cash and must be treated as such.
13. All KF coupons must be submitted for redemption to the KF redemption center at the following address, or to the redemption address printed directly on the coupon:

Kraft Foods Global, Inc.
PO Box 880055
El Paso, TX 88588-0055

14. In the case of wholesalers and clearinghouses that submit on behalf of independent retailers, the identity of the independent retailers must accompany the actual coupons.
15. Coupons submitted to KF or its' agent become the property of KF.
16. You will comply with all applicable IRS reporting requirements, including providing an appropriate taxpayer identification number to KF's agent.
17. You will ensure all your employees, agents and contractors comply with this Policy.

Reimbursement

1. You will not deduct coupon reimbursement from product invoices under any circumstances. Invoice deductions and associated deduction fees are not in compliance with this Policy and will not be honored.
2. You will only seek reimbursement from KF or its agent for KF coupons.
3. KF will reimburse you for the face value of coupons, (or if coupon calls for free merchandise, for your retail selling price up to any maximum value printed on the face of the coupon), and a handling/processing allowance of \$.08 for each properly redeemed coupon. Direct PO Box submitters are reimbursed for shipping as indicated on the package received. Retailers who use a clearinghouse or billing agent will be reimbursed \$5.54/thousand coupons. KF will not reimburse any other fees or charges.
4. For each free coupon offer, KF will establish a minimum and maximum reimbursement amount. These amounts will be communicated to KF's agent. The maximum amount will also be printed on the coupon adjacent to the retail price box. You must hand-write the selling price of the product in the retail price box. If the hand-written amount exceeds the printed maximum reimbursement amount, only the printed amount will be reimbursed. If You do not write a price in the retail price box, you will be reimbursed for the minimum amount only.
5. In-Ad Coupons:
In-Ad coupons, unlike manufacturer coupons, allow a retailer to control placement, distribution and timing. In-Ads are intended to be discounts on consumer purchases during a specific promotion period for a specific retailer. Retailers place In-Ad coupons in their primary advertising vehicle (e.g. newspaper, insert, store circular or direct mail circular) in cooperation with a manufacturer.
 - a. KF will reimburse you for rightful redemption costs only, as set forth above in Item #3. You will pay all other advertising costs associated with the In-Ad.
 - b. Your In-Ad coupons must and will include the following elements in order for KF to reimburse any redemption costs:
 - Correct brand name/size
 - Retailer name
 - The statement "Void if copied, transferred, purchased, or sold"
 - Offer Number
 - Retailer Value
 - Coupon Value or Feature Price
 - Expiration date

- c. For In-Ad coupons, You agree:
1. To use only one primary vehicle to distribute In-Ad coupons.
 2. If using an in-store flyer, to use the flyer as your only vehicle for promoting KF products to the consumer unless you have obtained KF's prior approval.
 3. To distribute, print, and circulate In-Ad coupons only as authorized by the terms and conditions of the In-Ad program.
 4. Not to distribute the coupons, or make the coupons available, in any other manner whatsoever, including, without limitation, at point of sale (shelf or display), at checkout stands, in pads, or in any clipped or printed (other than the In-Ad) presentation.
 5. To indemnify, defend and hold KF harmless from all costs arising from failure to distribute, print or circulate In-Ad coupons as provided herein.
 6. To purchase product to support the In-Ad event from a KF sales representative in the same geographical area where the In-Ad event is available.
 7. Not to alter coupon copy without KF's prior written approval.
 8. To safeguard KF's In-Ad coupon artwork while in your possession, custody or control, and to indemnify, defend and hold KF harmless from any loss or damage that may result from such failure to safeguard.
 9. Not to include any directly competitive products in your In-Ad.

No Pay Status

1. If you fail to comply with the terms and conditions of this Policy, if you are convicted of coupon fraud, or, if you, in KF's reasonable judgment, exhibit a pattern of misredeeming KF coupons, your account will be placed on "No Pay" status. KF will not honor any coupons attributable to, or submitted for, redemption during such period in which your account is on "No Pay" status. Your account will remain on "No Pay" status until such time as KF determines, in the exercise of its reasonable judgment, that your account should be reinstated to a "Pay" status.

Proof of Purchase

1. KF reserves the right to request evidence of purchases from you for any or all coupon submissions. Upon KF's written request, you will provide KF, at your expense, with such evidence of proof of purchase, such as vendor movement reports or vendor invoices from verified KF suppliers, as KF, in its sole discretion, may require to corroborate coupon submissions. Proof of all purchases of KF products from all sources of supply during the time period specified must be submitted to the address specified in the request, within 30 days of request date.
2. If you do not provide the requested evidence of purchases to KF within the requested timeframe, KF will not honor your coupon submissions for redemption, and may assign "No Pay" status, as explained above, to your account.

Remedies

1. In the event that payment for a coupon claim is withheld, either in full or a portion thereof, you have the right to appeal the decision to KF or its agent within 6 months of the date of the payment claim. Such appeals are to be made directly to KF or its agent, in writing.
2. You must bring any dispute, action, or legal proceeding related to coupon redemption within 12 months of the original date of the payment claim in a Federal or State court located in Cook County, Illinois, or such claim shall be deemed extinguished. The substantive laws of the State of Illinois will govern any such proceeding.

KF's AGENT MAY VOID ANY AND ALL COUPONS SUBMITTED FOR REDEMPTION WHICH ARE NOT CONSISTENT WITH THESE TERMS. SUCH ATTEMPTED REDEMPTION MAY CONSTITUTE VIOLATION OF U.S. MAIL FRAUD STATUTES AND COULD RESULT IN CRIMINAL PROSECUTION.

IF KF OR ITS AGENT (1) DETERMINES IN GOOD FAITH THAT A RETAILER HAS REPEATEDLY FAILED OR REFUSED TO COMPLY WITH THIS POLICY, OR HAS OTHERWISE DISREGARDED THIS POLICY, OR HAS FALSIFIED INFORMATION SUPPLIED TO KF OR ITS AGENT, OR (2) RECEIVES INFORMATION FROM STATE OR FEDERAL AUTHORITIES THAT SUFFICIENT EVIDENCE EXISTS TO BRING CRIMINAL CHARGES AGAINST A RETAILER FOR CONDUCT RELATING TO COUPON REDEMPTION PRACTICES, THEN KF MAY TERMINATE SUCH RETAILER'S REDEMPTION RIGHTS, EFFECTIVE UPON NOTICE TO THE RETAILER.

KF RESERVES THE RIGHT TO CONFISCATE ANY SUBMISSIONS IT REASONABLY BELIEVES VIOLATE THIS POLICY, AND TO FORWARD ANY SUCH COUPONS TO LAW ENFORCEMENT AGENCIES FOR FURTHER REVIEW AND INVESTIGATION. DEDUCTIONS TAKEN BY A WHOLESALER INVOLVED IN AN INVESTIGATION OR LITIGATION FOR COUPON FRAUD, OR THOSE TAKEN ON BEHALF OF A RETAILER THAT IS INVOLVED IN AN INVESTIGATION OR LITIGATION FOR COUPON FRAUD, WILL NOT BE HONORED.

**For questions concerning this Policy or claims for payment, please
call the NCH Marketing Services
Response Line at
1-800-833-7096**