



Land O'Lakes, Inc.
Consumer Coupon Policy
Effective April 1, 2011
(replaces document dated January 1, 2007)

This Consumer Coupon Policy ("Policy") sets forth the terms and conditions under which Land O'Lakes, Inc. ("Land O'Lakes") will reimburse retail customers for coupon submissions. Proper store redemption of Land O'Lakes coupons authorizes retailers to submit coupons for reimbursement by Land O'Lakes.

Redemption of Land O'Lakes coupons indicates acceptance and compliance with this Policy on the part of the retailer. Notwithstanding any course of dealing between parties, no purchase order, invoice, retailer policy or similar document shall be construed to modify any of the terms of this Policy.

CONSUMER REDEMPTION

1. Coupons are redeemable only by a consumer purchasing the specific product(s) stated on the coupon, including, but not limited to the brand, quantity and size, with the face value of the coupon deducted from the retailer's price. Only one coupon shall be honored for each item or designated combination of items purchased.
2. Coupons must be redeemed by the consumer on or before their expiration date.
3. Coupons may not be reproduced, photocopied, materially trimmed, or altered in any way by the consumer or retailer. Land O'Lakes reserves the right to confiscate and forward any such coupons to an appropriate law enforcement agency for review.
4. Coupons are non-assignable, and are void if transferred from their original recipient to any other person, firm or group. Land O'Lakes 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, 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 above.
5. Coupons are void if taxed, restricted, or prohibited by law.
6. The consumer is required to pay any applicable sales tax.
7. Coupons will be redeemed only at retail locations in the United States, its territories, and at U.S. Military Bases.

COUPON PROCESSING

1. Land O'Lakes will only accept properly-redeemed and identified coupons:
 - a. Directly from the retailer;
 - b. Through an authorized retailer clearinghouse; or
 - c. Through an authorized 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 met.
3. To redeem coupons for LAND O LAKES®, Alpine Lace®, or NEW YORKER® products, or other brands owned by Land O'Lakes, send properly-redeemed coupons to:

Land O'Lakes, Inc.
P.O. Box 870091
El Paso, TX 88588-0091

OR NCH/Land O'Lakes, Inc.
26-A Walter Jones
El Paso, TX 79906

PAYMENT AND DENIALS

1. Reimbursement for all properly-redeemed coupons presented to Land O'Lakes within a timely manner will be made for the following two items:
 - A) Face value of coupons or, if the coupon calls for free merchandise, the retail selling price (up to the stated maximum value printed on the coupon); and
 - B) 13¢ for handling each properly-redeemed coupon to cover the following costs:
 - . Front-end handling by the retailer
 - . Store to headquarters accounting
 - . Store occupancy
 - . Sundry loss
 - . Cost of funds
 - . Coupons processing
 - . Any other special handling, invoice preparation or other fees

This handling fee constitutes full and complete compensation for the customary and reasonable expenses incurred in processing the coupon from point-of-sale to redemption. It takes into account the total cost of coupon-handling by the retailer and its agent, including postage, shipping, and transportation, when reasonable and efficient coupon processing methods are utilized by the retailer and its agent. Other expenses, such as clearinghouse charges and handling fees, are costs negotiated between the retailer and its clearinghouse or agent, and are not the responsibility of Land O'Lakes. Therefore, the fees involved will not be passed onto Land O'Lakes.

2. Coupon reimbursement and coupon adjustments **CANNOT** be deducted from product invoices or purchase orders.
3. Unauthorized deductions for any consumer coupon-related expenses and/or fees (other than those expressly identified in this Policy) that are deemed uncollectible will be charged to any trade promotion fund accounts that may be used to execute trade merchandising event(s) on behalf of the direct- or indirect-buying customer that initiated or utilized as short payment the unauthorized deduction.
4. Land O'Lakes' coupon agent's actual count of coupons received will be final and shall govern Land O'Lakes' payment decisions.
5. All Grocery Manufacturers of America (GMA) guidelines are reflected, supported, and adhered to in the processing of all coupons submitted by retailers or their agents.
6. Land O'Lakes reserves the right to request evidence of proof of purchase to show that sufficient product from Land O'Lakes was purchased to justify the number of coupons submitted.

7. Land O'Lakes reserves the right to audit the coupon sorting and billing service of any retailer or any agent involved in the handling process.
8. Each coupon submission must contain the identity of the retailer submitting the coupons for payment. In the case of wholesalers and clearinghouses who submit on behalf of independent or chain retailers, the identity of the independent or chain retailer must accompany the actual coupons.
9. Any lawsuit involving coupon processing or payment disputes shall be brought within 18 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 Minnesota. Each party shall be responsible for its own attorneys' fees and costs.
10. If false or misleading verification information is provided on a questionnaire to Land O'Lakes or a certified clearinghouse, redemption privileges with Land O'Lakes may be permanently terminated.
11. Each shipment of coupons may, at the option of Land O'Lakes, be considered as a whole, and Land O'Lakes reserves the right to refuse payment for an entire shipment if any portion of the shipment is found to be improperly redeemed.

OTHER INFORMATION

1. The cash redemption value of each coupon is 1/100 of one cent.
2. Improper redemption of coupons may constitute fraud.
3. FAILURE TO OBSERVE THESE TERMS AND CONDITIONS FOR PROPER REDEMPTION MAY, AT THE SOLE OPTION OF LAND O'LAKES, VOID ALL COUPONS SUBMITTED BY A RETAILER FOR REIMBURSEMENT, AND ALL COUPONS MAY BE RETAINED AS PROPERTY OF LAND O'LAKES, WITHOUT PAYMENT. LAND O'LAKES RESERVES THE RIGHT TO FORWARD COUPONS THAT LAND O'LAKES CONSIDERS TO BE MISREDEEMED TO LAW ENFORCEMENT AGENCIES FOR THEIR REVIEW AND INVESTIGATION.
4. Failure to enforce any terms or conditions of this Policy shall not be deemed a waiver of such terms or conditions.