

Newman's Own, Inc.

Shameless exploitation in pursuit of the common good.

April 27, 2007

Newman's Own, Inc. Coupon Redemption Policy

Your redemption of our coupons indicates your acceptance and compliance with this Redemption Policy (the "Agreement"). 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.

Redemption at the Store

1. Coupons are redeemable only by a consumer purchasing the specific brands and product(s), 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 at any other person, firm, or group. Newman's Own, 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 hook near Newman's Own, Inc. products (unless specifically directed by Newman's Own, Inc.), 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.
4. Newman's Own, Inc. coupons are void if taxed, restricted, or prohibited by law.
5. The consumer is required to pay any applicable sales tax.
6. Coupons will be redeemed only at retail locations located in the United States, its territories and at U.S. Military bases.
7. Newman's Own, Inc. will only accept properly redeemed and identified coupons:
(a) directly from retailer, or through authorized (b) retailer clearinghouse, (c) retailer-billing agent, or (d) wholesale-billing agent.
8. All applicable IRS reporting requirements, including obtaining an appropriate taxpayer identification number must be complied with.
9. To redeem coupons for Newman's Own, Inc., send properly redeemed coupons to:

Newman's Own, Inc
P.O. Box 880132
El Paso, TX 88588

OR

NCH/Newman's Own, Inc
26-A Walter Jones
El Paso, TX 79906

Policy for Payment and Denials

10. You will be reimbursed for the following three (3) 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); plus
 - B) \$.08 for handing each coupon properly redeemed; (this covers the cost of Front-End Handling by the retailer, store to headquarters accounting, store occupancy, sundry loss, cost of funds, coupon processing and any special handling invoice preparation or other fees)
 - C) Reasonable out-of-pocket costs incurred (not to exceed \$5.00 per thousand coupons) 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 we will not pay any other upcharges that you or your agent (if you use one) may assess on or in lieu of such pass-through/out-of-pocket expenses.**
11. Coupon reimbursement and coupon adjustments cannot be deducted from any product invoices or purchase orders. Invoice deductions and deduction fees are not in compliance with Newman's Own, Inc. redemption policy.
12. Newman's Own, Inc. 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.
13. **Applicable Jurisdiction** 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 law shall be filled and conducted in the state of Connecticut. Each party shall be responsible for its own attorney's fees and costs.
14. If false or misleading verification information is provided on a questionnaire to Newman's Own, Inc. or a certified clearinghouse, redemption privileges with Newman's Own, Inc may be permanently terminated.
15. Each shipment of coupons will be considered as a whole and Newman's Own, Inc. reserves the right to refuse payment for an entire shipment if any portion of the shipment is found to be improperly redeemed.
16. Failure to observe these terms and conditions for proper redemption may, at the option of Newman's Own, Inc. void all coupons, submitted for reimbursement and all coupons may be retained as property of Newman's Own, Inc. without payment. Newman's Own, Inc reserves the right to forward coupons, which Newman's Own, Inc judges to be miss redeemed, to law enforcement agencies for their review and investigative purposes.

Miscellaneous Terms

17. The cash redemption value of each coupon is 1/20 on one cent.

18. It is FRAUD to present coupons for redemption other than as provided by this Agreement.
19. YOU AGREE THAT FAILURE TO OBSERVE THESE TERMS AND CONDITIONS FOR PROPER REDEMPTION MAY AT THE SOLE OPTION OF NEWMAN'S OWN, INC. VOID ALL COUPONS SUBMITTED FOR REIMBURSEMENT AND ALL COUPONS MAY BE RETAINED AS PROPERTY OF NEWMAN'S OWN, INC., WITHOUT PAYMENT. THE EXERCISE OR WAIVER, INWHOLE 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.

Revised April 27, 2007