

POST FOODS, LLC

COUPON REDEMPTION POLICY

EFFECTIVE: April 27, 2009

The following are the Post Foods, LLC (“ Post”) terms and conditions for reimbursing retailers for the redemption of our coupons. Your redemption constitutes your agreement to comply with the following terms and conditions:

1. Coupons are redeemable only by retail consumers purchasing the brand, flavor(s), size(s) and quantities indicated on the respective coupon, prior to the expiration date.
2. Coupons are valid only in the USA, FPO’s and APO’s. Coupons are void if taxed, licensed or restricted by law. Cash value 1/100<sup>th</sup> of a cent. The consumer must pay any applicable sales tax.
3. Coupons may not be used in combination (two or more) to purchase the same package.
4. Coupons are void and will not be redeemed by Post if reproduced, altered, assigned or misused in any way. This prohibition expressly includes, without limitation, coupons transferred from their original recipient to any other person, firm, or group prior to store redemption through a coupon club or other coupon exchange programs. Post reserves the right to confiscate and forward to law enforcement agencies any coupons submitted.
5. Post specifically disclaims all warranties, whether express or implied, regarding any UPC symbols used on the Coupons.
6. It is the retailer’s responsibility to ensure all personnel within their organization comply with this policy. Post may revise this Policy at any time in its sole discretion.
7. On request, retailers must provide Post with detailed proof-of-purchase of sufficient stock within the submission period to cover coupons presented for payment.
8. Coupon reimbursement may not be deducted from product invoices. Reimbursement will only be made by Post or clearinghouses recognized by Post as agents of retailers of Post products for the redemption of Post coupons. Only coupons received by Post within six months of coupon expiration date will be honored.
9. Your properly identified and redeemed coupons must be submitted either (i) directly by you (retailer); or (ii) through Post authorized clearinghouses recognized by Post as agents of retailers of Post products for the redemption of Post coupons. Submission by unauthorized, intermediary agents will not be accepted. Disclosure of redemption data to a third party by retailer, clearinghouse, or other intermediary agency is strictly prohibited.
10. You will be reimbursed for the face value of coupons, (or if coupon calls for free merchandise, for your retail selling price up to any maximum printed on the face of the coupon), handling allowances (.08 per coupon), and reasonable postage charges as determined by Post. Additional fees or charges are not reimbursable. For each free coupon offer, a dollar limit will be communicated to Post’s agent which represents the maximum reimbursement value of the coupon based on a representative market value. This maximum limit will also be printed on the coupon adjacent to the retail price box. If you

do not write a price in the retail price box, an average market price will be used as the coupon value, which is less than the maximum reimbursement value.

11. All applicable IRS reporting requirements, including obtaining an appropriate taxpayer identification number, must be complied with.
12. In-Ad coupons are placed by retailers in their primary advertising vehicle (e.g. newspaper, insert, store circular or direct mail circular) in cooperation with Post. While the retailer pays for advertising costs, Post pays for the redemption costs associated with the In-Ad.

In-Ad coupons, unlike manufacturer coupons, allow the retailer to control placement, distribution and timing. In-Ads are intended to be discounts on consumer purchases during a specific promotion period by a specific retailer.

In-Ad coupons must include the following elements: Correct brand name/size, Void if sold, transferred or reproduced, Retailer name, Offer number, Retailer value, Coupon value, Expiration date, and bar code (provided by Post).

For In-Ads – Retailer agrees:

Only one dominant vehicle may be used to distribute In-Ad coupons;

For in-store flyers to qualify, the vehicle used must be the account's principal vehicle for promoting products to the consumer. Use of any other form of promotion vehicle must be approved by Post in writing on a case by case basis;

The In-Ad coupons will be distributed, printed and circulated only as authorized by the terms and conditions of the program;

To indemnify and hold Post and its affiliates harmless from all costs arising from failure to distribute, print and circulate In-Ad coupons as provided herein;

Other than as authorized herein, In-Ad Coupons will not be distributed in any manner whatsoever, including, but not limited to, point of sale (shelf or display), checkout stands, clipped, printed, or padded presentation;

In-Ad coupon events shall only be used by retailers/wholesalers that commit to purchase product to support the In-Ad event form a sales representative in the same geographical area where the In-Ad event is available;

Not to alter coupon copy without Post's prior written approval;

To safeguard Post's and its affiliates' In-Ad coupon artwork while in its possession, custody or control in order to prevent theft, misredemption and unauthorized use and to indemnify and hold Post and its affiliates harmless from any loss or damage that may result from such failure to safeguard;

No directly competitive products may appear within retailer ad.

13. THE POST APPROVED REDEMPTION CENTER MAY VOID ANY AND ALL COUPONS SUBMITTED FOR REDEMPTION WHICH ARE NOT CONSISTENT WITH THESE TERMS. SUBMISSION OF SUCH COUPONS MAY CONSTITUTE VIOLATION OF U.S. MAIL FRAUD STATUTES AND COULD RESULT IN CRIMINAL PROSECUTION. CONFISCATION RIGHTS ARE RESERVED.

IF POST APPROVED REDEMPTION CENTER:

- (1) DETERMINES IN GOOD FAITH THAT A RETAILER HAS REPEATEDLY FAILED OR REFUSED TO COMPLY WITH OR OTHERWISE DISREGARDED THIS POLICY, OR HAS FALSIFIED INFORMATION SUPPLIED TO POST APPROVED REDEMPTION CENTER, OR
  - (2) RECEIVES INFORMATION FROM STATE OR FEDERAL GOVERNMENT AUTHORITIES THAT SUFFICIENT EVIDENCE EXISTS TO BRING CRIMINAL CHARGES AGAINST A RETAILER FOR CONDUCT RELATING TO COUPON REDEMPTION PRACTICES, THEN SUCH RETAILER'S REDEMPTION RIGHTS MAY BE PERMANENTLY TERMINATED, EFFECTIVE UPON NOTICE TO THE RETAILER.
14. For any action to be maintainable against Post for any claim in connection with coupon redemption or this Policy such action must (i) be brought within one year from the date when the cause of action occurred; and (ii) must be brought in the state or federal courts located in the State of New Jersey.
  15. Send properly redeemed coupons to the appropriately approved Post redemption center printed on the coupon.

Redeem all Post Foods, LLC coupons to:

Post Foods LLC  
PO Box 880156  
El Paso, TX 88588-0156