



Swift & Company®

COUPON REDEMPTION POLICY STATEMENT

Effective February 1, 2003

This letter explains the terms and conditions under which Swift & Company (çSwifté) will reimburse customers for coupon submissions. Proper store redemption of our coupons authorizes you to submit coupons for reimbursement by Swift. *Your redemption of coupons signifies compliance with Swifté's requirements, as outlined below.*

- 1) Coupons are redeemable only by a consumer purchasing the specific product(s) indicated, including, but not limited to the brand, quality and size with the face value of the coupon deducted from your retail price (or up to the maximum value specified in the coupons for çfreeé products).
- 2) We expect retailers to use reasonable care in accepting coupons. Retailers shall not accept coupons which have been reproduced or altered in any way or which are in uncirculated or mass cut condition. Retailers shall not cut and submit coupons on their own behalf.
- 3) Coupons are non-assignable and are void if transferred from their original recipient to any other person, firm or group prior to store redemption. Swift does not permit the unauthorized distribution, collection, sale or assignment of its coupons for any reason. Coupons are not to be used in swap boxes, taped to product or placed on hooks hear Swift products, gathered or distributed by any person or group for charitable fundraising purposes, or otherwise used in any way except as described in Requirement 1 above.
- 4) Coupons are void if taxed, restricted, or prohibited by law.
- 5) Coupons must be redeemed by the consumer on or before their expiration dates.
- 6) **Coupon reimbursements and/or coupon adjustments MAY NOT BE DEDUCTED FROM PRODUCT INVOICES. Invoice deductions and/or deduction fees VIOLATE Swifté's Coupon Redemption Policy**
- 7) The consumer must pay any applicable sales tax.
- 8) There is a limit of one coupon per purchase of the product and size(s) indicated.
- 9) Coupons are only redeemable by Swift authorized dealers located in the United States, including Military bases.
- 10) Swift will accept properly redeemed and identified coupons directly from the retailers, through a retailer clearinghouse, retailer-billing agent or through a wholesaler-billing agent. Coupons from unauthorized intermediary agents will not be accepted.

- 11) Parties submitting coupons for redemption must comply with all applicable laws and regulations, including IRS reporting requirements. All parties submitting coupons for redemption must have an IRS taxpayer identification number.
- 12) You will be reimbursed for the following three items:
- 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).
 - B. \$.08 for handling each coupon properly redeemed.
 - C. Reasonable transportation reimbursement costs for the submission of coupons as follows:
 - 1. Retailers using a retailer clearinghouse or billing agent will be reimbursed at the rate of \$5.00 per thousand.
 - 2. Retailers who sort and submit directly will be reimbursed for reasonable postage/transportation costs as indicated on the package received.

You will NOT be reimbursed for unreasonable postage/transportation costs or any additional fees.

- 13) Swift's actual count of coupons received will be final and shall govern their payment.
- 14) The retailer shall include with each coupon shipment an invoice with the retailer's store name and address, showing quantities and values of coupons submitted for redemption. Payment generally will be issued 30 days after receipt of coupons by Swift or its agents (although Swift does not guaranty payment within any particular time frame). If the retailer uses an agent to process coupons, Swift gives no assurance of payment for coupons that are mishandled by the retailer's agent. If the retailer's agent fails to properly submit coupons, the retailer must look solely to the agent for payment. In no event will payment be issued to retailers who do not maintain a physical address.
- 15) Upon request, you must present to Swift evidence of purchase of sufficient product during the submission period to cover coupons submitted to us for payment. Swift reserves the right to audit the coupon sorting and billing service of any retailer or any agent involved in the handling process.
- 16) The cash redemption value of each coupon is 1/100 of one cent.
- 17) It is FRAUD to present coupons for redemption other than as provided by this Coupon Redemption Policy. Swift reserves the right to deny reimbursement, retain and declare void any coupons presented for redemption if, in its reasonable discretion, such coupons are not properly submitted, including, without limitation, if: (a) coupons are submitted for reimbursement in violation of this Coupon Redemption Policy; (b) there is insufficient stock to cover the number and type of coupons submitted; (c) there is an inability to verify the retailer's address or business operations; (d) there are suspicious circumstances; or (e) there are any other irregularities. Swift reserves the right to forward submitted coupons to law enforcement agencies or the postal authorities.

18) FAILURE TO OBSERVE THESE TERMS AND CONDITIONS FOR PROPER REDEMPTION MAY AT THE SOLE OPTION OF SWIFT, VOID ALL COUPONS SUBMITTED FOR REIMBURSEMENT AND ALL COUPONS MAY BE RETAINED AS PROPERTY OF SWIFT, WITHOUT PAYMENT. FAILURE TO ENFORCE ANY TERMS OR CONDITIONS HEREIN SHALL NOT BE DEEMED A WAIVER OF THEM.

19) To redeem coupons for Swift, send properly redeemed coupons to:

Swift & Company
P.O. Box 880305
El Paso, TX 88588-0305

OR

NCH/Swift & Company
26-A Walter Jones
El Paso, TX 79906

20) Swift may revise this Coupon Redemption Policy Statement in its sole discretion and without prior notice.