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Seattle, WA 98107  
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**Trident Seafoods Coupon Redemption Policy**  
**Updated 1-21-07**

FOLLOWING ARE THE TERMS AND CONDITIONS UNDER WHICH TRIDENT SEAFOODS CORPORATION WILL REIMBURSE YOU, THE RETAILER, FOR COUPON SUBMISSIONS. YOUR REDEMPTION OF OUR COUPONS INDICATES YOUR ACCEPTANCE AND COMPLIANCE WITH THIS REDEMPTION POLICY (THE "AGREEMENT"). NOT WITHSTANDING 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) stated on the coupon, 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 the original recipient to any other person, firm or group. Trident Seafoods Corporation 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 on product or placed on hooks near Trident Seafoods Corporation products, gathered and distributed by any person or group for charitable fund-raising purposes, or otherwise used in anyway except as described in Sections 1 above.
4. 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 within the United States, and at U.S. Military bases.
7. Coupons may include an expiration date. Coupons will not be honored for reimbursement beyond six (6) months after the expiration date.

### **Processing Coupons for Payment**

7. Trident Seafoods Corporation will only accept properly redeemed and identified coupons (a) directly from the retailer, or through authorized (b) retailer clearinghouse, (c) retailer-billing agent, or (d) wholesaler billing agent.

8. All applicable IRS reporting requirements, including obtaining an appropriate taxpayer identification number must be complied with.

9. To redeem coupons for Trident Seafoods Corporation, send properly redeemed coupons to  
Trident Seafoods  
PO Box 880434  
El Paso, TX 88588-0434

### **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) 8¢ for handling each coupon properly redeemed. (Handling allowance covers: front-end handling by the retailer, store to headquarters accounting, store occupancy, sundry loss, cost of funds, coupon processing. This covers any special handling, invoice preparation, or other fees or costs).

(C) Reasonable out-of-pocket costs incurred for the physical transportation of the coupon to us or to our authorized agent. **We will not pay for any administrative or consolidation fees and, except as described in (ii) below, 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.** The transportation costs will be reimbursed as follows:

i) For retailers who sort the coupons they have redeemed and submit them directly without the use of any third party agent, you will be reimbursed for incurred reasonable postage (i.e. first class mail insured) or other reasonable shipping charges, as indicated on the package received.

ii) For those retailers that are using a clearinghouse or billing agent, we will reimburse you at a rate of \$5.50 per thousand of coupons redeemed

11. Coupon reimbursements and coupon adjustments cannot be deducted from product invoices or purchase orders. Invoice deductions and deduction fees are not in compliance with Trident Seafoods Corporation's redemption policy.

12. Trident Seafoods Corporation 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)** (A) 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 lawsuit shall be filed and conducted in a state or federal court located in Seattle, Washington, home office of Trident Seafoods Corporation. Each party shall be responsible for its own attorneys' fees and costs.

14. If false or misleading verification information is provided on a questionnaire to Trident Seafoods Corporation, or a certified clearinghouse, redemption privileges with Trident Seafoods Corporation may be permanently terminated.

15. Each shipment of coupons will be considered as a whole and Trident Seafoods Corporation 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 may result in, at the option of Trident Seafoods Corporation, the void of all coupons submitted for reimbursement and retention of all coupons by Trident Seafoods Corporation without payment. Trident Seafoods Corporation reserves the right to forward coupons, which Trident Seafoods Corporation judges to be misredeemed, to law enforcement agencies for their review and investigative purposes.

**Miscellaneous Terms**

17. The cash redemption value of each coupon is 1/20 of 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 TRIDENT SEAFOODS CORPORATION VOID ALL COUPONS SUBMITTED FOR REIMBURSEMENT AND ALL COUPONS MAY BE RETAINED AS PROPERTY OF TRIDENT SEAFOODS CORPORATION, WITHOUT PAYMENT. THE EXERCISE OR WAIVER, IN WHOLE 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

Trident Seafoods Corporation