



Barilla America, Inc Coupon Redemption Reimbursement Policy as of June 2018

To our valued retail partner:

This Retailer Coupon Redemption Reimbursement Policy (“Agreement” or “Policy”) establishes all terms and conditions applicable to the redemption, handling, processing, and reimbursement of Barilla America, Inc (Barilla) coupons including coupons for all Barilla and Wasa North America, LLC (“Wasa”) products. Submitting coupons for redemption reimbursement on Barilla products constitutes the retailer’s binding agreement to comply with this Agreement. Neither any course of dealings nor any purchase order, invoice, policy or other document shall be construed to modify any of the terms of this Agreement, except for an agreement distributed by Barilla as an update to this Agreement or another agreement signed by Barilla that expressly states that it supersedes this Agreement. Agreement terms are as follows:

Redemption at the Store

1. Coupons are redeemable only by a retail consumer purchasing the specific Barilla or Wasa product(s) indicated, including, but not limited to the brand, quantity and size, prior to the expiration date, with the face value of the coupon deducted from your retail selling price. Only one coupon shall be honored for each item purchased.
2. Coupons that have been, or appear to have been, reproduced, assigned, photocopied, mutilated, trimmed, misused, or altered in any way will not be honored by Barilla. Such coupons are void and will not be redeemed by Barilla, its coupons redemption agent (herein “agent”), or any Barilla approved redemption center. This includes, without limitation, coupons that have been, or appear to have been, (i) scanned, electronically reproduced, and/or sold on the Internet, (ii) transferred from their original recipient to any other person, firm or group prior to store redemption through a coupon club or other coupon exchange program, or (iii) mass or gang-cut, taped to the product, or similarly torn or cut. Barilla reserves the right to confiscate and forward any coupons it reasonably believes have been wrongfully submitted for redemption to law enforcement agencies for review.
3. Barilla will not honor coupons submitted by retailers for products purchased outside of Barilla’s normal channels of distribution. Coupons redeemed on salvaged, damaged, close-out or diverted product will not be honored.
4. Coupons are non-assignable and are void if transferred from their original recipient to any other person, firm or group. Barilla 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 place on hooks near Barilla products, gathered and distributed by any person or group or charitable fundraising purpose, or otherwise used in any way except as described in redemption (1) above.
5. Coupons are void if taxed, licensed, restricted, or prohibited by law.
6. The consumer is required to pay any applicable sales tax.
7. Coupons are only redeemable at retail locations located in the United States and at U.S. Military bases.

8. Only Barilla coupons received by Barilla within six (6) months of the expiration date on the face of the coupon will be honored.

Processing Coupons for Payment

1. Barilla will only accept properly redeemed and identified coupons directly from the (a) retailer, (b) authorized retailer clearinghouse, (c) retailer-billing agent or (d) wholesaler billing agent.
2. Barilla redemption data is confidential and proprietary to Barilla and you agree not to disclose any such data to a third party. All coupons submitted to Barilla or its' agent become the property of Barilla.
3. All applicable IRS reporting requirements, including obtaining and providing an appropriate taxpayer identification number to Barilla's agent, must be complied with.
4. Coupons are a form of cash and must be treated as such.
5. To redeem coupons for Barilla products, send properly redeemed coupons to:
Barilla America 1257
P.O. Box 880001
El Paso, TX 88588-0001

Policy for Payment and Denials

1. You will be reimbursed for the following three 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).
 - b. 8¢ for handling of each coupon properly redeemed. This covers any special handling, invoice preparation or other fees.
 - c. Reasonable out-of-pocket costs incurred for the physical transportation (direct PO Box submitters only) of the coupons to Barilla or to Barilla's 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 up-charges 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 submitted to be 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 shipping charges, as indicated on the invoice..
 - ii. For those retailers that are using a clearing house or billing agent, we will reimburse postage at a rate not to exceed five dollars per thousand coupons redeemed (\$5.00/M).
 - iii. You will not be reimbursed for unreasonable postage/transportation costs or any additional fees.
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2. For each free coupon offer, Barilla will establish a minimum and maximum reimbursement amount. These amounts will be communicated to Barilla's agent. The maximum amount will

also be printed on the coupon adjacent to the retail price box. You must hand-write the selling price of the product in the retail price box. If the hand-written amount exceeds the printed maximum reimbursement amount, only the printed amount will be reimbursed. If you do not write a price in the retail price box, you will be reimbursed for the minimum amount only.

3. Coupon reimbursements may not be deducted from payments of Barilla invoices. Any deductions resulting from penalty fee assessments or administration fees will be considered unauthorized and must be repaid. If any unauthorized deductions are made, Barilla reserves the option to take action, including but not limited to, a Barilla representative may contact the retailer/wholesaler to remind them the charges are considered unauthorized. A failure to comply with the Policy could result in one or more of the following actions:
 - a. Suspension of promotional fund;
 - b. Suspension of customer service; or
 - c. Suspension or change to retailer/wholesaler's shipment/credit rating.

3. Barilla reserves the right to request evidence of legitimate proof-of-purchase documentation such as itemized invoices or product movement reports to show that sufficient stock was purchased to justify the number of coupons submitted for reimbursement. Barilla also reserves the right to audit the coupon sorting and billing service of any retailer or any agent involved in the coupon redemption or handling process. Failure to provide Barilla with legitimate proof-of-purchase will deem all coupons null and void and payment for such coupons will be withheld. Barilla also reserves the right to adjust the redemption payment based on audit results. Barilla reserves the right to utilize a third party to review all submissions and deny reimbursement based on the third party's recommendation. Proof-of-purchase information must be submitted to the address specified in the request within 30 days of request date.

4. In the event that payment for a coupon claim is withheld, either in full or a portion thereof, you have the right to appeal the decision to Barilla or its agent within six months of the date of the payment claim. Such appeals are to be made directly to Barilla or its agent, in writing. Any dispute, action, or legal proceeding related to coupon redemption must be brought within 12 months of the original date of the payment claim or such claim shall be deemed extinguished. Retailer/Wholesaler consents to the exclusive jurisdiction for any such lawsuit in a State or Federal court in the State of Illinois. The substantive laws of the State of Illinois will govern any such proceeding.. Each party shall be responsible for its own legal fees and costs.

5. If false or misleading verification information is provided to Barilla or a certified clearinghouse, redemption privileges with Barilla may be permanently terminated.

6. Each shipment of coupons will be considered as a whole and Barilla reserves the right to refuse to reimburse you for an entire shipment if any portion of the shipment is deemed, either by Barilla or Barilla's agent, to have been improperly submitted for redemption.

Other Information

1. The cash redemption value of each coupon is 1/100 of one cent.
2. Advertising and promotions developed and/or disseminated by third parties and containing coupons for Barilla products must be approved by Barilla or will be treated as void.
3. It is FRAUD to present coupons for redemption other than as provided by this Agreement. Such attempted redemption may constitute violation of US Mail fraud statutes and could result in criminal prosecution.
4. Failure to observe and comply with the Policy for proper coupon redemption reimbursement may, at the sole option of Barilla, void all coupons submitted for reimbursement and all coupons may be retained as property of Barilla without payment.
5. Failure to enforce any term or condition of this Agreement shall not be deemed as a waiver of such term or condition or any other term or condition by Barilla.
6. Barilla reserves the right, in its sole discretion and without prior notice to any party, to modify, supplement, revise or eliminate any of the terms and conditions of this Agreement.

Barilla America, Inc.

If you have any questions or need further clarification on this Agreement, please contact our agent, NCH Marketing Services at 1-800-833-7096.