



ENJOY LIFE FOODS LLC COUPON REDEMPTION POLICY

These are the terms and conditions for retailer coupon redemption reimbursement for Enjoy Life Foods LLC (U.S.).

Effective: March 2018



RETAILER:

By submitting Enjoy Life Foods coupons for redemption, the retailer and its redemption agent (collectively “You”) are agreeing to comply with the Enjoy Life Foods LLC Coupon.

Redemption Policy (herein “Policy”) as set forth below:

Procedure

1. Coupons are redeemable only by consumers purchasing the brand(s), flavor(s), size(s) and quantities indicated, prior to the expiration date, with the face value of the coupon deducted from your retail selling price. Coupons are not authorized to be used when a consumer is purchasing products for resale.
2. Coupons must not be accepted from a consumer after the stated expiration date.
3. Coupons are valid only in the USA, FPO's and APO's, with a Cash Value of 1/100th of a cent. Enjoy Life Foods will not honor coupons submitted by retailers for products purchased outside of Enjoy Life Foods’ normal channels of distribution. Coupons redeemed on salvaged, damaged, close-out or diverted product will not be honored.
4. There is a limit of one coupon for each purchase of the product(s) and size(s) indicated.
5. Enjoy Life Foods will not honor paper or digital coupons submitted for reimbursement that have been, or appear to have been, reproduced, altered, assigned, or misused in any way. Such coupons are void and will not be redeemed by Enjoy Life Foods or its coupon redemption agent (herein “agent”). This includes, without limitation, coupons that have been, or appear to have been, (i) scanned, photocopied, 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. Enjoy Life Foods reserves the right to confiscate and forward any coupons it reasonably believes have been wrongfully submitted for redemption to law enforcement agencies for review. For digital coupons, Enjoy Life Foods will deny reimbursement for coupons which exhibit signs of misredemption, including, but not limited to, accuracy or quality issues in data files, excessive or unusual patterns of redemption, use of multiple coupons (digital and paper) for a single purchase.
6. Coupons are void if taxed, licensed or restricted by law.
7. The consumer is responsible for paying any applicable sales tax.
8. Enjoy Life Foods will not honor coupons submitted to Enjoy Life Foods more than six (6) months after their expiration date.
9. Enjoy Life Foods will not honor coupons submitted for product purchased from a party other than Enjoy Life Foods or a wholesaler or distributor that has not received the product directly from Enjoy Life Foods.
10. You, your agent, or your clearinghouse will submit properly redeemed coupons for redemption. Submission by any other person or entity will not be accepted. You understand that Enjoy Life Foods’ redemption data is confidential and proprietary to Enjoy Life Foods and you will not disclose any such data to a third party.
11. Enjoy Life Foods reserves the right to audit the coupon sorting and billing service of any retailer or agent involved in the coupon redemption process.
12. Each shipment of coupons will be considered as a whole. Enjoy Life Foods may refuse to reimburse you for an entire shipment if any portion of the shipment is deemed, either by Enjoy Life Foods or Enjoy Life Foods’ agent, to have been improperly submitted for redemption.



13. Coupons are a form of cash and must be treated as such.

14. All Enjoy Life Foods coupons must be submitted for redemption to NCH Marketing Services at the following address, or to the redemption address printed directly on the coupon:

Enjoy Life Foods #1680, NCH Marketing Services
PO Box 880001
El Paso, TX 88588

15. In the case of wholesalers and clearinghouses that submit on behalf of independent retailers, the identity of the independent retailers must accompany the actual coupons.

16. Coupons submitted to Enjoy Life Foods or its agent become the property of Enjoy Life Foods.

17. You will comply with all applicable IRS reporting requirements, including providing an appropriate taxpayer identification number to Enjoy Life Foods' agent.

18. You will ensure all your employees, agents and contractors comply with this Policy.

Policy for Payment and Denials

1. You will not deduct coupon reimbursement from product invoices under any circumstances. Invoice deductions and associated deduction fees are not in compliance with this Policy and will not be honored. If unauthorized deductions are made, Enjoy Life Foods reserves the right to take action, including, but not limited to, reducing your customer trade funds by an amount equal to the unauthorized deduction(s) taken, suspending shipments /credit to the Customer.

2. You will only seek reimbursement from Enjoy Life Foods or its agent for Enjoy Life Foods coupons.

3. Enjoy Life Foods will reimburse you for the face value of coupons, (or if coupon calls for free merchandise, for your retail selling price up to any maximum value printed on the face of the coupon), and a handling/processing allowance of \$.08 for each properly redeemed coupon. Plus:

a. For retailers who submit coupons direct to the Enjoy Life Foods redemption address, you will be reimbursed for incurred reasonable postage, (i.e. first class mail insured) or other shipping charges, as indicated on the package received.

b. For retailers who use a clearinghouse or billing agent, you will be reimbursed \$80.00 per thousand of coupons properly redeemed. The above item represents the only amounts for which retailers will be reimbursed. Enjoy Life Foods will not reimburse any other fees or charges.

4. For each free coupon offer, Enjoy Life Foods will establish a minimum and maximum reimbursement amount. These amounts will be communicated to Enjoy Life Foods' 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 handwritten 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.



5. In-Ad Coupons: In-Ad coupons, unlike manufacturer coupons, allow a retailer to control placement, distribution and timing. In-Ads are intended to be discounts on consumer purchases during a specific promotion period for a specific retailer. Retailers place In-Ad coupons in their primary advertising vehicle (e.g. newspaper, insert, store circular or direct mail circular) in cooperation with a manufacturer.

- a. Enjoy Life Foods will reimburse you for rightful redemption costs only, as set forth above in Item #3. You will pay all other advertising costs associated with the In-Ad.
- b. Your In-Ad coupons must and will include the following elements in order for Enjoy Life Foods to reimburse any redemption costs:
 - Correct brand name/size
 - Retailer name
 - The statement “Void if copied, transferred, purchased, or sold”
 - Offer Number
 - Retailer Value
 - Coupon Value
 - Expiration date
 - GS1 Bar Code
- c. For In-Ad coupons, you agree:
 1. To use only one primary vehicle to distribute In-Ad coupons.
 2. If using an in-store flyer, to use the flyer as your only vehicle for promoting Enjoy Life Foods products to the consumer unless you have obtained Enjoy Life Foods prior approval.
 3. To distribute, print, and circulate In-Ad coupons only as authorized by the terms and conditions of the In-Ad program.
 4. Not to distribute the coupons, or make the coupons available, in any other manner whatsoever, including, without limitation, at point of sale (shelf or display), at checkout stands, in pads, or in any clipped or printed (other than the In-Ad) presentation.
 5. To indemnify, defend and hold Enjoy Life Foods harmless from all costs arising from failure to distribute, print or circulate In-Ad coupons as provided herein.
 6. To purchase product to support the In-Ad event from an Enjoy Life Foods sales representative in the same geographical area where the In-Ad event is available.
 7. Not to alter coupon copy without Enjoy Life Foods prior written approval.
 8. To safeguard Enjoy Life Foods In-Ad coupon artwork while in your possession, custody or control, and to indemnify, defend and hold Enjoy Life Foods harmless from any loss or damage that may result from such failure to safeguard.

6. Enjoy Life Foods reserves the right to utilize a third party to review all submissions and deny reimbursement based on the third party’s recommendation. Upon request, retailers must provide Enjoy Life Foods with legitimate proof-of-purchase documentation such as itemized invoices or product movement reports which show purchases of stock sufficient to cover coupons submitted for reimbursement. Failure to provide Enjoy Life Foods with legitimate proof-of-purchase will render all coupons null and void and payment for such coupons will be withheld. Handwritten invoices or invoices from salvaged merchandise suppliers or diverters will not be honored as legitimate proof-of-purchase.



7. Retailer will take reasonable precautions to not accept counterfeit coupons, including, without limitation:

- a. Not accepting print at home coupons that do not scan.

Remedies

1. 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 Enjoy Life Foods or its agent within 6 months of the date of the payment claim. Appeals received after six (6) months will not be considered.
2. You must bring any dispute, action, or legal proceeding related to coupon redemption within 12 months of the original date of the payment claim or such claim shall be deemed extinguished. This Coupon Redemption Policy and any and all disputes, matters, or claims directly or indirectly related to, arising out of, or in connection with this Coupon Redemption Policy shall be governed under the laws of the State of New York, without reference to choice of law rules. The Parties (i.e., you and Enjoy Life Foods) irrevocably agree to submit any and all disputes, matters, or claims directly or indirectly related to, arising out of, or in connection with this Coupon Redemption Policy to the exclusive jurisdiction of either the New York Supreme Court venued in New York County, New York or the United States Federal Court for the Southern District of New York located in New York County, New York. The Parties hereby waive, and agree not to assert by way of motion, as a defense or otherwise, in any such suit, action, or proceeding, any claim: (a) that such Party is not personally subject to the jurisdiction of the above named courts; (b) that suit, action or proceeding is brought in an inconvenient forum, (c) that the venue of the suit, action or proceeding is improper, and/or (d) that the provisions of this Coupon Redemption Policy may not be enforced in or by such courts. In addition, the Parties irrevocably waive any right to request a trial by jury in any such action or controversies and represent that such Party has consulted with counsel specifically with respect to this waiver.

ENJOY LIFE FOODS' AGENT MAY VOID ANY AND ALL COUPONS SUBMITTED FOR REDEMPTION WHICH ARE NOT CONSISTENT WITH THESE TERMS. SUCH ATTEMPTED REDEMPTION MAY CONSTITUTE VIOLATION OF U.S. MAIL FRAUD STATUTES AND COULD RESULT IN CRIMINAL PROSECUTION.

IF ENJOY LIFE FOODS' OR ITS AGENT (1) DETERMINES IN GOOD FAITH THAT A RETAILER HAS REPEATEDLY FAILED OR REFUSED TO COMPLY WITH THIS POLICY, OR HAS OTHERWISE DISREGARDED THIS POLICY, OR HAS FALSIFIED INFORMATION SUPPLIED TO ENJOY LIFE FOODS OR ITS AGENT, OR (2) RECEIVES INFORMATION FROM STATE OR FEDERAL AUTHORITIES THAT SUFFICIENT EVIDENCE EXISTS TO BRING REGULATORY ACTION, CIVIL OR CRIMINAL CHARGES AGAINST A RETAILER FOR CONDUCT RELATING TO COUPON REDEMPTION PRACTICES, THEN ENJOY LIFE FOODS MAY TERMINATE SUCH RETAILER'S REDEMPTION RIGHTS, EFFECTIVE UPON NOTICE TO THE RETAILER.

ENJOY LIFE FOODS RESERVES THE RIGHT TO CONFISCATE ANY SUBMISSIONS IT REASONABLY BELIEVES VIOLATE THIS POLICY, AND TO FORWARD ANY SUCH COUPONS TO LAW ENFORCEMENT AGENCIES FOR FURTHER REVIEW AND INVESTIGATION.

DEDUCTIONS TAKEN BY A WHOLESALER INVOLVED IN AN INVESTIGATION OR LITIGATION FOR COUPON FRAUD, OR THOSE TAKEN ON BEHALF OF A RETAILER THAT IS INVOLVED IN AN INVESTIGATION OR LITIGATION FOR COUPON FRAUD, WILL NOT BE HONORED.