



Just Born, Inc.
Coupon Redemption Policy

Effective January 1, 2006

Retailer's redemption of coupons indicates retailer's acceptance and compliance with this Coupon Redemption Policy (the "Agreement"). Notwithstanding any course of dealings between Just Born, Inc. and Retailer, no purchase order, invoice, retailer policy or similar document or any oral representations or understandings 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 prior to the expiration date on the face of the coupon: limited to the flavor(s), size(s), and quantities indicated, with the face value of the coupon deducted from the 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 their original recipient to any other person, firms or group. Just Born, Inc. 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 placed on hooks near Just Born, Inc. products, gathered or distributed by any person or group or charitable fundraising purpose, 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. The consumer is required to pay any applicable sales tax.
6. Coupons are only redeemable at retail locations located in the United States, its territories and U.S. Military bases.

Processing Coupons for Payment

1. Just Born, Inc. will accept properly redeemed and identified coupons only from retailer, or through an authorized (a) retailer clearinghouse, (b) retailer billing agent, or (c) wholesaler billing agent.
2. All applicable IRS reporting requirements, including obtaining an appropriate taxpayer identification number, must be complied with.
3. To redeem coupons for Just Born, Inc., send properly redeemed coupons to:

Just Born, Inc.
P.O. Box 880502
El Paso, TX 88588-0502

Policy for Payment and Denials

1. Retailer will be reimbursed for the following three items only:
 - 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 each coupon properly redeemed; an independently conducted industry survey identified that the 8¢ covers the following costs:
 - Front-End Handling by the Retailer
 - Store to Headquarters Accounting
 - Store Occupancy
 - Sundry Loss
 - Costs of Funds
 - Coupon Processing (This covers any special handling, invoice preparation, or other fees.)
 - C) Reasonable out-of-pocket costs incurred for the physical transportation of the coupons from the retailer or their agent's coupon processing facility to Just Born, Inc.'s designated clearinghouse address. 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 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 package received.
 - ii) For those retailers that are using a clearinghouse or billing agent, we will reimburse you at a rate equal to \$5.00 per thousand of coupons redeemed (\$5.00/M).
2. Coupon reimbursements and coupon adjustments cannot be deducted from product invoices or purchase orders. Invoice deductions and deduction fees are not in compliance with this Agreement.
3. Just Born, Inc. 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.
4. Each shipment of coupons will be considered as a whole and Just Born, Inc. reserves the right to refuse payment of an entire shipment if any portion of the shipment is found to be improperly redeemed.
5. Any dispute, action, or proceeding related to coupon redemption must be brought in a Federal or State court located in the Commonwealth of Pennsylvania. Each party will be responsible for its own legal fees and costs.

Miscellaneous Terms

1. The cash redemption value of each coupon is 1/20 of one cent.
2. It is FRAUD to present coupons for redemption other than as provided by this Agreement.
3. FAILURE TO OBSERVE THESE TERMS AND CONDITIONS FOR PROPER REDEMPTION MAY AT THE OPTION OF JUST BORN, INC. VOID ALL COUPONS SUBMITTED FOR REIMBURSEMENT AND ALL COUPONS MAY BE RETAINED AS PROPERTY OF JUST BORN, INC. WITHOUT PAYMENT. THE EXERCISE OR WAIVER, IN WHOLE OR IN PART, OF ANY RIGHT, REMEDY OR DUTY PROVIDED FOR BY THIS AGREEMENT WILL NOT CONSTITUTE THE WAIVER OF ANY PRIOR, CONCURRENT OR SUBSEQUENT RIGHT, REMEDY OR DUTY UNDER THIS AGREEMENT.
4. Just Born, Inc. reserves the right to modify this policy at any time in its sole discretion.