



McCormick & Company, Incorporated Coupon Redemption Policy

YOUR REDEMPTION OF COUPONS OF MCCORMICK & COMPANY, INCORPORATED, AND ITS SUBSIDIARIES AND AFFILIATES, INCLUDING WITHOUT LIMITATION, ZATARAIN'S BRANDS, INC., OLD BAY COMPANY, LLC, LAWRY'S FOODS, LLC, AND SIMPLY ASIA FOODS, LLC (COLLECTIVELY REFERRED TO HEREIN AS "MCCORMICK"), INDICATES YOUR ACCEPTANCE AND COMPLIANCE WITH THIS COUPON REDEMPTION POLICY ("POLICY"). NOTWITHSTANDING ANY COURSE OF DEALINGS BETWEEN US, NO PURCHASE ORDER, INVOICE, RETAILER-POLICY OR SIMILAR DOCUMENT WILL BE CONSTRUED TO MODIFY ANY OF THE TERMS OF THIS POLICY.

All McCormick coupons must be redeemed in accordance with requirements stated below. Redemption of any coupon signifies acceptance of the terms and conditions outlined in this Policy and constitutes a binding agreement as follows:

1. Coupons can only be redeemed in the U.S., its territories and possessions, and Puerto Rico, including U.S. military bases.
2. Coupons are redeemable only by a consumer purchasing the specific brand(s), product(s), quantity and size stated on the coupon, with the face value of the coupon deducted from the retailer's retail price prior to the expiration date on the face of the coupon. Only one coupon shall be honored for each item purchased. Coupons are not authorized to be used when the consumer is purchasing products for resale.
3. Coupons may not be reproduced, photocopied, mutilated, trimmed or altered in any way.
4. Coupons are void if taxed, restricted or prohibited by law, or when reproduced, altered or in mint/mass cut condition.
5. The consumer is required to pay any sales tax. All applicable IRS reporting requirements, including obtaining an appropriate taxpayer identification number, must be complied with.

6. McCormick will only accept properly redeemed and identified coupons directly from the retailer, or through an authorized retailer clearinghouse, retailer-billing agent, or wholesaler-billing agent.
7. Coupons are non-assignable and are void if transferred from their original recipient to any other person, firm or group. McCormick 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 the product or placed on hooks near McCormick products, gathered and distributed by any persons, business or group prior to retail redemptions, or otherwise used in any way except as described in Section 2 above.
8. Multiple coupons may not be used for the purchase of a single item, and only one coupon for any type may be used per item(s) purchased.
9. Only coupons received by McCormick within six (6) months of the expiration date on the face of the coupon will be honored.
10. To process McCormick coupons, send properly redeemed coupons to:

NCH / McCormick
P.O. Box 880431
El Paso TX 88588-0431
11. Advertising and promotions developed and/or disseminated by the third parties and containing coupons for McCormick products must be approved by McCormick or will be treated as void.
12. On request, retailers must provide McCormick with proof of purchase of sufficient stock within the submission period to cover coupons presented for payment.
13. Subject to McCormick discretion you will be reimbursed for the following three items only:
 - a) the face value of coupons or if the coupon calls for free merchandise, for your retail selling price (up to the stated cap maximum value printed on the coupon); plus
 - b) 8¢ for handling each coupon properly redeemed or in McCormick's sole discretion, for reasonable, actual incurred costs; plus
 - c) reasonable out-of-pocket costs incurred for the physical transportation of the coupons 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 up-charges that you or your agent (if you use one) may assess or in lieu of such pass-through/out-of-pocket expense. 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 \$6.50 per thousand of coupons redeemed (\$6.50/M).

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

14. Coupon reimbursements may not be deducted from payments of McCormick invoices. Any deductions resulting from penalty fee assessments or administration fees will be considered unauthorized and must be repaid. If such unauthorized deductions are made, McCormick reserves the right to take action, including but not limited to, reducing your customer development fund by an amount equal to the unauthorized deductions taken, suspension of customer service, change to customer's credit rating as well as take action to suspend shipments.
15. McCormick 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.
16. In the event a retailer payment is withheld, the retailer must appeal the decision to McCormick's authorized coupon clearinghouse within six (6) months of the date of the notification. Appeals made more than six (6) months from the date of notification will not be considered by McCormick.
17. Presenting coupons for reimbursement other than as provided by this Policy constitutes FRAUD. Retailers or their agents suspected of any type of coupon fraud will be referred to the appropriate legal authorities for investigation. Confiscation rights are reserved.
18. It is the retailers' responsibility to ensure that all personnel within their organizations comply with this Policy in all respects.

19. This Policy is effective as of February 1, 2010. McCormick reserves the right to modify or withdraw the terms of this policy at any time with notice.
20. This Policy will be applicable for all products manufactured or sold by McCormick, its affiliates or subsidiaries.
21. YOU AGREE THAT FAILURE TO OBSERVE THESE TERMS AND CONDITIONS FOR PROPER REDEMPTION MAY AT THE SOLE OPTION OF MCCORMICK VOID ALL COUPONS SUBMITTED FOR REIMBURSEMENT AND ALL COUPONS MAY BE RETAINED AS PROPERTY OF MCCORMICK, WITHOUT PAYMENT. THE EXERCISE OR WAIVER, IN WHOLE OR IN PART, OF ANY RIGHT, REMEDY OR DUTY PROVIDED FOR THIS POLICY WILL NOT CONSTITUTE THE WAIVER OF ANY PRIOR, CONCURRENT OR SUBSEQUENT RIGHT, REMEDY OR DUTY UNDER THIS POLICY.

If you have any questions regarding payment of coupons submitted you may call:

NCH Marketing Services

1-800-833-7096, 8:00AM and 4:30 PM Central Time Monday through Friday.