



SAPUTO CHEESE USA INC.
COUPON REDEMPTION POLICY STATEMENT
EFFECTIVE JUNE 1, 2012

This policy statement outlines the terms and conditions under which Saputo Cheese USA Inc. (“Saputo”) will reimburse retailers (a “Retailer” or “you” or, as the context may require, “your”) for coupon submissions (the “Coupon Redemption Policy”). Saputo may modify at its sole discretion its Coupon Redemption Policy at any time. Proper store redemption of our coupons authorizes you to submit coupons for reimbursement by Saputo.

YOUR REDEMPTION OF OUR COUPONS INDICATES YOUR UNCONDITIONAL AND IRREVOCABLE ACCEPTANCE AND COMPLIANCE WITH THIS COUPON REDEMPTION POLICY (THE “AGREEMENT”) AND CONSTITUTES THE RETAILER’S BINDING AGREEMENT TO COMPLY WITH THIS POLICY. NO COURSE OF DEALINGS BETWEEN US, OR ANY PURCHASE ORDER, INVOICE, OTHER AGREEMENT, RETAILER-POLICY OR SIMILAR DOCUMENT SHALL BE CONSTRUED TO AMEND, MODIFY OR SUPPLEMENT ANY OF THESE TERMS OF THIS AGREEMENT NOR TERMINATE THIS AGREEMENT, UNLESS EXPRESSLY STATED OTHERWISE IN A WRITING DULY EXECUTED BY AUTHORIZED REPRESENTATIVES OF THE RETAILER AND SAPUTO. SAPUTO’S COUPON REDEMPTION POLICY WILL OVERRIDE OVER ANY RETAILER COUPON REDEMPTION POLICIES.

Redemption at the store

1. Coupons are redeemable only by a consumer purchasing the brands/sizes and product(s) indicated on the coupon, prior to the expiration date, with the face value of the coupon deducted from your retail-selling price whether the purchased item is discounted at the time of purchase or not. Only one coupon shall be honored by the Retailer for each item purchased. Multiple coupons (two or more, in any form including using a paper and digital coupon together) may not be applied against the purchase at the same item. Coupons are not redeemable by an individual who is purchasing products for resale which may be evidenced by larger than normal quantities of coupons presented in a single or multiple transactions.
2. Coupons may not be reproduced, photocopied, trimmed or altered in any way by the consumer or the Retailer.
3. Coupons are non-assignable and are automatically void if transferred from their original recipient to any other person, firm or group. Saputo does not permit the unauthorized distribution, collection, sale, or assignment of its coupons for any reason. Therefore, but without limitation, coupons are not to be used in swap boxes, taped to product or placed on hooks near Saputo products, gathered and distributed by any person or group for charitable fund-raising purposes, or otherwise used in any way except as described in section 1 above.
4. Coupons are void if taxed, restricted or prohibited by law.
5. The consumer must pay any sales tax charged in connection with the purchase of the product.
6. Coupons will be redeemed only at retail locations located in the United States, its territories and at United States military bases where Saputo products are sold.
7. Saputo’s use of the Bypass Family Code 992 follows guidelines of Joint Industry Coupon Committee (the “JICC”). Bypass Family Code 992 removes the necessity for checker intervention and allows

scanning for value of the coupon only. Saputo's use of the Bypass Family Code 992 and this Agreement will override any retailer coupon policy in reference to the Bypass Family Code 992.

8. Saputo encourages Retailers participating in digital coupon promotions to use industry standard formats for reading, writing and transmitting data and to implement industry standards for digital coupon promotions to promote efficiently and strong controls.

Processing coupons for payment

9. Saputo will accept properly redeemed and identified coupons directly from the Retailer, through a duly authorized Saputo retailer clearinghouse, retailer-billing agent, or through a wholesaler-billing agent. Coupons from unauthorized intermediary agents will not be accepted.
10. Invoices for paper coupons received by Saputo more than six (6) months (180 days) after the expiration date on the face of the coupon will not be honored. Invoices for digital coupons must be presented to Saputo within thirty (30) days after the expiration date.
11. All applicable IRS reporting requirements, including obtaining an appropriate taxpayer identification number must be complied with by Retailer and its agent.
12. To redeem coupons for Saputo, the Retailer shall send properly redeemed coupons to:
Saputo Cheese USA Inc.
P. O. Box 880466
El Paso, TX 88588-0466

Policy for payment and denials

13. The Retailer 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).
 - B) Reasonable postage (i.e. first class mail insured) or other reasonable shipping charges, as indicated on the package received, for the physical transportation of the coupons to us or to our authorized clearinghouses or agents.
 - C) 8¢ per coupon for Retailer's cost for handling properly redeemed coupons, which shall include the following: front-end handling by the Retailer; store to headquarters accounting; store occupancy; cost of funds; coupon processing; any special handling; invoice preparation; and any other fees not above-mentioned.
14. The Retailer shall NOT be reimbursed for unreasonable postage/transportation or any administrative, consolidation or additional fees or any other charges, from you and/or your agent, if any.
15. For digital coupons, Saputo 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 or redemptions, use of multiple coupons (digital and paper) for a single purchase and excessive "made good" coupons or point of sale overrides.
16. For paper coupons, Saputo will deny reimbursement for any coupons which exhibit signs of misredemption, including, but not limited to: gang cuts, similar cuts or tears, evidence of tape, mint condition, uniform mix, sequential number patterns or excessive or larger than normal quantities of

coupons in single or multiple transactions that would indicate the coupons were used to purchase products for resale and not for individual consumer use.

17. Coupon reimbursements and coupon adjustments described above may not be deducted from nor offset with product invoices. Invoice deductions and deduction fees are strictly prohibited.
18. Saputo reserves the right to request at all times Retailer or its agent to produce within seven (7) business days satisfactory 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. Any failure to comply may, at the option of Saputo, void all coupons submitted and Saputo shall not be obligated to pay its redeemed coupons.
19. Any lawsuit involving coupon processing or payment disputes shall be brought within six (6) months of the original date of coupon payment or such claims shall extinguish after that period. Any such lawsuit shall be filed and conducted in a state or federal court located in Illinois. Each party shall be responsible for its own attorneys' fees and costs.
20. If false or misleading verification information is provided on a questionnaire to Saputo or a Saputo approved clearinghouse, redemption privileges with Saputo may, at the option of Saputo, be permanently terminated.
21. Each shipment of coupons will be considered as a whole and Saputo reserves the right to refuse payment for an entire shipment if any portion of the shipment is found to be improperly redeemed. Coupons submitted for reimbursement become the property of Saputo.
22. Failure to observe these terms and conditions for proper redemption may, at the option of Saputo, void all coupons submitted for reimbursement, and all coupons may be retained as property of Saputo without payment. Saputo reserves the right to forward without prior notice to Retailer or its agent, coupons which Saputo judges to be misdeemed, to law enforcement agencies for their review and investigative purposes.

Miscellaneous

23. Retailer shall cause its agent, if any to abide by the terms and conditions of this Agreement.
24. The cash redemption value of each coupon is 1/100 of one cent.
25. It is FRAUD to present coupons for redemption other than as provided by this Agreement.
26. Retailer shall indemnify and hold Saputo, its affiliates, and their respective shareholders, directors, officers, employees, representatives and agents harmless from and against all direct and indirect damages, costs or losses which Saputo or such person are required to pay or incurred, arising out of any alleged breach by Retailer, its employees, representatives and agents of this Agreement or in connection with the execution of the Agreement by the Retailer, its employees, representatives and agents.
27. YOU AGREE THAT FAILURE TO OBSERVE THESE TERMS AND CONDITIONS FOR PROPER REDEMPTION MAY AT THE SOLE OPTION OF SAPUTO VOID ALL COUPONS SUBMITTED FOR REIMBURSEMENT AND ALL COUPONS MAY BE RETAINED AS PROPERTY OF SAPUTO, 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.

Any questions or comments about the Coupon Redemption Policy should be addressed to the above address mentioned in section 12. If you are aware of any situation possibly involving coupon fraud, you are urged to contact Saputo Customer Service at: 1-800-824-3373.

SAPUTO CHEESE USA INC.