

SNYDER’S-LANCE, INC. **COUPON REDEMPTION POLICY**

This Coupon Redemption Policy (the “Policy”) applies to redemption of coupons of Snyder’s-Lance, Inc. and its subsidiaries and affiliates (collectively, “Snyder’s-Lance”). Redemption of such coupons indicates an acceptance of and binding agreement to comply with all the terms and conditions of this Policy. Each retailer is responsible for its employees’, contractors’ and agents’ awareness of, and compliance with, this Policy.

In-Store Redemption

1. Coupons are redeemable only in the United States of America, APOs and FPOs.
2. Coupons are redeemable only by a consumer who purchases the brand(s), variety(ies), size(s) and quantity(ies) stated on each coupon prior to the coupon’s expiration date, with the face value of the coupon deducted from the retail selling price. Coupons must not be accepted from consumers after the stated expiration date.
3. Multiple coupons, including a paper and digital coupon together, may not be used for the purchase of a single item. Only one (1) coupon may be redeemed for each item purchased.
4. Coupons are limited to four (4) like coupons per household per day.
5. Coupons are non-assignable and void if altered, reproduced, photocopied, sold, purchased, exchanged, transferred, auctioned, taxed or where prohibited or restricted by law.
6. Coupons are redeemable by a retailer only once.
7. The consumer must pay any and all applicable sales taxes. Coupon cash value is 1/100 cent.

Submissions of Coupons for Payment

1. Properly redeemed coupons must be submitted directly by the retailer or through an authorized clearinghouse only. Submission by unauthorized intermediary agents will not be accepted.
2. Each shipment of paper coupons will be considered as a whole and Snyder’s-Lance reserves the right to refuse payment for an entire shipment if any portion of the shipment is found to be improperly redeemed. All submissions must include an invoice detailing the store identity, address, date, invoice number, coupon quantity and value. Snyder’s-Lance reserves the right to work directly with retailers on all matters pertaining to coupon submissions. In addition, Snyder’s-Lance reserves the right to request evidence of proof of purchase and audit the coupon

processing practices of a retailer or its clearinghouses. Disclosure of redemption data to a third party by a retailer or retailer's clearinghouse is strictly prohibited.

3. Properly redeemed coupons must be sent to: **Snyder's-Lance, Inc. 1471, NCH Marketing Services, P.O. Box 880001, El Paso, TX 88588-0001.** Retailers can either call 1.800.833.7096 or go to the following website to submit an inquiry: www.nchmarketing.com/retailersupportcenter.

4. For each properly redeemed coupon, retailers will be reimbursed for the following amounts:

- a) Face value of coupons, or if the coupon calls for free merchandise, the retail selling price (up to the coupon's stated maximum value). Retailers will not be reimbursed for amounts exceeding the coupon's stated value.
 - For each free coupon offer, Snyder'-Lance will establish a minimum and maximum reimbursement amount. These amounts will be communicated to Snyder'-Lance agent, NCH Marketing Services. The maximum amount will also be printed on the coupon adjacent to the retail price box. Retailers 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 retailers do not write a price in the retail price box, retailers will be reimbursed for the minimum amount only.
- b) \$.08 per coupon for handling each coupon properly redeemed. This amount covers all retailer costs shown below, including any special handling, invoice preparation, or other fees. No other services fees, fines or penalties will be allowed.

Costs:

- Front-end handling by the retailer
 - Store to headquarters accounting
 - Store occupancy
 - Sundry loss
 - Cost of funds
 - Coupons processing
- c) Reasonable postage
 - Retailers who sort and submit coupons directly will be reimbursed for reasonable postage determined by reference to the amount indicated on the package received.
 - Retailers using a retailer clearinghouse or billing agent will be reimbursed at an "up to" rate of \$60.00/M that covers the cost for the transportation of coupons.
 - d) Snyder's-Lance will not reimburse retailers for any amount in excess of the retail selling price, regardless of whether the coupon has a higher "up to" stated value.
 - e) No additional fees will be accepted or paid.

5. Retailers are not permitted to set-off or deduct any amounts, including but not limited to, coupon claimed amounts, reimbursements or coupon adjustments, from any payments otherwise due to Snyder's-Lance without Snyder's-Lance prior written approval in each instance.

6. Invoices for coupons received by Snyder's-Lance more than ninety (90) days after the expiration date stated on the coupon will not be honored.

7. Snyder's-Lance will deny reimbursement for any coupons: that are in mint/mass cut condition; show evidence of tape or tears; appear to be a facsimile; appear to be counterfeit; have sequential number patterns; are excessive or larger than normal quantities used in single or multiple transactions that would indicate the coupons were used to purchase products for resale and not for individual consumer use; for which a retailer has insufficient stock to cover the number and types of coupons submitted; where it is unable to verify a retailer's address or business operations; that have any other indications of misredemption; or that are redeemed not in accordance with this Policy. Snyder's-Lance reserves the right to forward any such coupons to law enforcement authorities for investigation.

8. In the event a retailer payment is withheld, the retailer must appeal Snyder's-Lance's decision within one-hundred eighty (180) days of the date of the notification of non-payment. Appeals made after such one-hundred eighty (180) day period will not be honored.

9. Any different, conflicting or additional terms in any invoice, purchase order or other document provided by the retailer, clearinghouse or agent are hereby expressly rejected. Advertising and promotions developed and/or disseminated by third parties and containing coupons for Snyder's-Lance products must be approved by Snyder's-Lance in writing or will be treated as void.

10. Digital coupons (coupons defined as paperless) will be issued and reimbursed in accordance with this Policy. Redemptions will be managed through Snyder's-Lance's centralized redemption process with NCH Marketing Services. Direct submissions from individual retailers, especially in the paperless environment (due to individual technology and communication requirements) is not scalable or efficient long term and will not be accepted.

11. Snyder's-Lance's (or its agent's) actual count of coupons received will be final and shall govern the payment of coupons under this Policy. Coupons submitted for reimbursement become the property of Snyder's-Lance and will not be returned.

General Terms

1. Any use inconsistent with this Policy shall be deemed a material breach of this Policy and may constitute fraud. Snyder's-Lance reserves the right to pursue all legal remedies available to it. In addition, Snyder's-Lance may, at its option, void all improperly redeemed coupons submitted for reimbursement, and such coupons may be retained by Snyder's-Lance without payment.

2. The exercise or waiver, in whole or in part, of any right, remedy or breach under this Policy shall not constitute the exercise or waiver of any other right, remedy or breach under this Policy.

3. This Policy shall be governed by and construed in accordance with the laws of the State of North Carolina, without regard to its conflict of laws principles.

4. This Policy may be amended from time to time by Snyder's-Lance in its sole and absolute discretion and without prior notice to any party. It is the retailer's responsibility to obtain updated copies of this Policy.