



TYSON FOODS, INC.

Coupon Redemption Policy Statement

This letter explains the terms and conditions under which Tyson Foods, Inc. will reimburse customers for coupon submissions. Proper store redemption of our coupons authorizes you to submit coupons for reimbursement by Tyson Foods, Inc. Your redemption of our coupons indicates your acceptance and compliance with this redemption policy (the "Policy"). Notwithstanding any course of dealings between us, no purchase order, invoice, retailer-policy or similar document shall be construed to modify any of the terms of this policy.

Redemption at the Store

1. Coupons are redeemable only by a consumer purchasing the brand/sizes(s) indicated thereon with the face value of the coupon deducted from the retail selling price. Multiple Tyson Foods, Inc. coupons (two or more, in any form including using a paper and digital coupon together) may not be applied against the purchase of the same item.
2. Coupons may not be reproduced, photocopied, 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, firm or group. Tyson Foods, Inc. does not permit the unauthorized distribution, collection, sale, auction, trade 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 Tyson Foods, Inc. products, gathered and distributed by any person or group for charitable fundraising purposes, or otherwise used in any way except as described in Paragraph 1 above.
4. Coupons are void if taxed, restricted, or prohibited by law.
5. The consumer must pay any applicable sales tax.
6. There is a limit of one coupon per person per purchase of the product and size(s) indicated.
7. Coupons only redeemable by authorized dealers located in the U.S. and U.S. Military bases.
8. Tyson Foods, Inc. will not honor coupons submitted more than six months after their expiration date.
9. Coupons are a form of cash and must be treated as such.

Redemption at the Store

1. Tyson Foods, Inc. will only accept properly redeemed and identified coupons directly from the retailer, through a retailer clearinghouse, or through a retailer-billing agent. Coupons from unauthorized intermediary agents will not be accepted.
2. All applicable IRS reporting requirements, including obtaining an appropriate taxpayer identification number must be complied with.
3. To redeem coupons for Tyson Foods, Inc. products, send properly redeemed coupons to:
Tyson Foods Inc. 1005
NCH Marketing Services
PO Box 880001
El Paso, TX 88588-0001

Policy for Payment and Denials

1. You will be reimbursed only for the following three items:
 - a. Face value of coupons, or if the coupon calls for free merchandise, for your retail selling price (up to the coupon's stated maximum value). You will not be reimbursed for amounts exceeding the coupons stated value.
 - i. For each free coupon offer, Tyson Foods, Inc. will establish a minimum and maximum reimbursement amount. These amounts will be communicated to Tyson Foods, Inc. 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 hand-written 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.
 - b. \$.08 for handling each coupon properly redeemed.* this covers all costs, including any special handling, invoice preparation, or other fees.
 - c. Reasonable postage
 - i. Retailers who sort and submit directly will be reimbursed for reasonable postage indicated on the package received.
 - ii. Retailers using a retailer clearinghouse or billing agent will be reimbursed at a per thousand rate of \$5.00/M that covers the cost for the transportation of coupons.
2. For paper coupons, Tyson Foods, Inc. 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 more than one coupon used in a single or in multiple transactions. Tyson Foods, Inc. will notify and work with the retailer to identify and eliminate problems. Retailers who do not respond to repeated notification and do not demonstrate willingness to eliminate problem areas will be suspended from receiving reimbursement for Tyson Foods, Inc. coupons.
3. You will NOT be reimbursed for unreasonable postage or any additional fees.
4. Coupon reimbursements may not be deducted from invoices or purchase orders.
5. Tyson Foods, Inc. reserves the right to request evidence of proof-of-purchase to show that sufficient stock was purchased to cover 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.
6. Any lawsuit involving coupon processing or payment disputes shall be brought within 18 months of the original date of coupon payment or such claims shall be deemed extinguished. 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.
7. If false or misleading verification information is provided on a questionnaire to Tyson Foods, Inc., or a certified clearinghouse, redemption privileges with Tyson Foods, Inc. will be permanently terminated.
8. Each shipment of coupons will be considered as a whole and Tyson Foods, Inc. reserves the right to refuse payment for an entire shipment if any portion of the shipment is found to be improperly redeemed.
9. Failure to observe these terms and conditions for proper redemption may, at the option of Tyson Foods, Inc., void all coupons, submitted for reimbursement and all coupons may be retained as property of Tyson Foods, Inc. without payment. Tyson Foods, Inc. reserves the right to forward coupons, which Tyson Foods, Inc. judges to be misredeemed, to law enforcement agencies for their review and investigative purposes.

Other Information

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 Redemption Policy.
 3. FAILURE TO OBSERVE THESE TERMS AND CONDITIONS FOR PROPER REDEMPTION MAY AT THE SOLE OPTION OF TYSON FOODS, INC. VOID ALL COUPONS SUBMITTED FOR REIMBURSEMENT AND ALL COUPONS MAY BE RETAINED AS PROPERTY OF TYSON FOODS, INC., WITHOUT PAYMENT. FAILURE TO ENFORCE ANY TERMS OR CONDITIONS HEREOF SHALL NOT BE DEEMED A WAIVER OF THEM.
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*An industry study identified that the \$.08 cover the following costs:

- Front-end handling by the retailer
- Store to headquarters accounting
- Store occupancy
- Sundry loss
- Cost of funds
- Coupons processing

Effective June 2018