



## Coupon Redemption Policy

*Effective April 1, 2020*

All Upfield US Inc. ("Upfield") cents-off and free-goods coupons must be redeemed in accordance with requirements stated below. Redemption of any coupon signifies acceptance of the terms and conditions outlined in this Coupon Redemption Policy and constitutes a binding agreement between Upfield and retailer as follows:

1. Coupons can only be redeemed in the U.S., its territories and possessions, including Puerto Rico, including U.S. military bases.
2. Coupons are redeemable only when consumers purchase the product/ flavor/ brand/ sizes/ quantities indicated prior to the expiration date on the face of the coupon and retailers deduct the face value from their retail price. Coupons are not authorized to be used when the consumer is purchasing products for resale.
3. Advertising and promotions developed and/or disseminated by the third parties and containing coupons for Upfield products must be approved by Upfield or will be treated as void.
4. Coupons are not assignable and are void if transferred from their original recipient to any other person, firm or group. Upfield does not permit the unauthorized distribution, collection, sale or assignment of its coupons for any reason. Coupons are not to be used in swap boxes, taped to product or placed on hooks near Upfield products, gathered or distributed by any person or group for charitable fundraising purposes, or otherwise used in any way except as described in this Coupon Redemption Policy. Upfield reserves the right to confiscate and forward any coupons classified as misredeemable to law enforcement agencies for review and/or action.
5. Coupons are void if taxed, restricted or prohibited by law, or when reproduced, altered or in mint/mass cut condition.
6. Consumers must pay any sales tax involved. All applicable IRS reporting requirements, including obtaining an appropriate taxpayer identification number, must be complied with.
7. 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.
8. Only coupons received by Upfield within six (6) months of the expiration date on the face of the coupon will be honored.



## Coupon Redemption Policy

9. Coupon reimbursements and handling fees may not be deducted from payments of Upfield invoices. Any deductions resulting from penalty fee assessments or administration fees will be considered unauthorized and must be repaid. An Upfield representative will contact the customer to remind the customer that the charges are considered unauthorized and must be repaid. Upfield Terms of Sale statement does not authorize the charges and a failure to comply with the Terms of Trade guidelines could result in one or more of the following actions:
  - suspension of promotional fund
  - suspension of customer service
  - change to customer's credit rating
10. Properly redeemed coupons may be submitted directly by you or through a clearinghouse authorized in advance by Upfield.
11. Coupon will not be honored if presented through outside agencies, brokers or others who are not retail distributors of Upfield merchandise or specifically authorized by Upfield to present coupons for redemption. Disclosure of redemption data to a third party by a retailer or intermediary party is strictly prohibited.
12. For each properly redeemed coupon, retailers will be reimbursed for the face value or retail price on free-goods, plus a 8¢ handling fee and regular postage expense as follows:
  - Retailers who sort and submit directly will be reimbursed for reasonable postage indicated on the package received.
  - Retailers using a retailer clearinghouse or billing agent will be reimbursed at a rate of \$6.50 per thousand coupons.

For each free-goods coupon offer, a limit will be communicated to Upfield US Inc.'s agent that represents the maximum reimbursement value of the coupon based on a representative market value. This maximum limit will also be printed on the coupon adjacent to the retail price box.

13. On request, retailers must provide Upfield with proof of purchase of sufficient stock within the submission period to cover coupons presented for payment.



## Coupon Redemption Policy

14. In the event a retailer payment is withheld, the retailer must appeal the decision to Upfield within six (6) months of the date of the notification from Upfield. Appeals made more than six (6) months from the date of notification will not be considered by Upfield.
15. Failure to observe these terms and conditions may, at Upfield's sole option, void all coupons submitted for reimbursement and coupons submitted may be retained by Upfield without payment. The failure by Upfield to enforce any of these terms or conditions shall not be deemed a waiver of any of them. Any waiver must be in writing by Upfield and will only apply to the instance expressly waived.
16. Failure to observe these terms and conditions constitutes fraud and could result in prosecution under applicable U.S. law, including mail fraud statutes. Confiscation rights are reserved.
17. It is the retailer's responsibility to ensure that all personnel within their organizations comply with this Coupon Redemption Policy in all respects.
18. To redeem your Upfield US Inc. manufacturer and properly coded, redeemable coupons send them to:  
Upfield US Inc. 1742  
P.O. Box 880001  
El Paso, TX 88588-0001

If you have any questions regarding this policy or the payment of coupons submitted you may call: NCH Marketing Services, Inc.  
1-800-833-7096, 8:00AM and 4:30 PM Central Time Monday through Friday.

Or write to:

NCH Marketing Services, Inc.  
155 N. Pfingsten Rd., Suite 200  
Deerfield, Illinois 60015

Upfield reserves the right to modify this policy at any time at its discretion.