



GENERAL MILLS

GENERAL MILLS COUPON REDEMPTION TERMS AND CONDITIONS

This Coupon Redemption Terms and Conditions policy (the "Agreement") establishes all terms and conditions applicable to the redemption, handling, and processing of General Mills coupons, the amounts that General Mills will reimburse to its customers for properly redeemed coupons, and all other matters relating to customers' acceptance and treatment of General Mills coupons. Acceptance of General Mills coupons indicates acceptance of, and agreement to be bound by, this Agreement. Neither any course of dealings nor any purchase order, invoice, policy, or other document shall be construed to modify any of the terms of this Agreement, except for an agreement distributed by General Mills as an update to this Agreement or another agreement signed by General Mills that expressly states that it supersedes this Agreement.

In Store Redemption and Controls

1. 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.
2. Only one coupon shall be honored for each item purchased. No coupon can be used in conjunction with other coupons. No more than four (4) coupon of any kind for the same product should be redeemable within the same transaction.
3. The number of coupons should not exceed the number of items in the transaction.
4. The total value of the coupons should not exceed the value of the transaction.
5. Coupons will include an expiration date. Coupons must not be accepted from a consumer after the stated expiration date of the coupon offer. Coupons will not be honored for reimbursement beyond six (6) months after the expiration date.
6. Coupons may not be reproduced, photocopied, mutilated, trimmed or altered in any way.
7. Coupons are non-assignable and are void if transferred from their original recipient to any other person, firm or group. General Mills 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 General Mills products, gathered and distributed by any persons, business or group prior to retail redemptions, or otherwise used in any way except as described in item 1 above.
8. Coupons are void if taxed, restricted, or prohibited by law.
9. Coupons will be redeemed only at retail locations located in the United States, its territories and at U.S. Military bases.
10. Coupons must be subject to the same controls as cash. Store employees, managers and agents must be advised accordingly.

Processing Coupons for Payment

11. General Mills will only accept properly redeemed (items 1-9 above) and verified coupons: (a) directly from the retailer or through authorized (b) retailer clearinghouse, (c) retailer-billing agent, or (d) wholesaler-billing agent. . In the event a retailer payment is withheld, the retailer must appeal the decision within 180 days of the date of notification. Retailers should contact 1-800-833-7096 with questions. Appeals received after 180 days will not be considered.
12. Redemptions will be managed through our 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.
13. All applicable IRS reporting requirements must be complied with, including obtaining an appropriate taxpayer identification number.
14. To process General Mills coupons, send properly redeemed coupons to:

(If by US Mail)
General Mills 8
P.O. Box 880001
El Paso, TX 88588-0001

(If by UPS)
NCH/General Mills
26-A Walter Jones
El Paso, TX 79906



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Policy for Payment and Denials

15. Retailers will ONLY be reimbursed for the following:
- A) Face value of properly redeemed coupons, or if the coupon calls for free merchandise, for the retailer's retail selling price (up to the stated maximum value printed on the coupons);
 - B) General Mills will reimburse 8.0 cents for handling/processing of each properly redeemed coupon, which fully covers all costs associated with handling/processing coupons.
 - C) Reasonable out-of-pocket costs incurred for the physical transportation of paper coupons to General Mills or to its authorized agent. General Mills will not pay for any administrative or consolidation fees and, except as described in 2 below, will not pay any other up charges that retailers or third party retailer agents may assess on or in lieu of such pass-through/out-of-pocket expenses. The transportation costs will be reimbursed as follows:
 1. For retailers who sort the coupons they have redeemed and submit them directly without the use of any third party agent, the retailer will be reimbursed for incurred reasonable postage (e.g., first class mail insured) or other shipping charges, as indicated on the package received.
 2. For those retailers that are using a clearinghouse or billing agent, the retailer will be reimbursed at a rate equal to \$5.00 per thousand of coupons properly redeemed (\$5/M).

The above items represent the only amounts for which retailers will be reimbursed. Thus, the maximum amount that a retailer using a clearinghouse or billing agent will be reimbursed for a properly redeemed coupon is the face value (or other amount determined under 15(A) above), plus appropriate handling/processing cost stated above, including postage, shipping, and transportation, when reasonable and efficient coupon processing methods are utilized by the retailers and its agent. Retailers agree not to attempt to collect or deduct any additional amounts in any way. Any such attempted collection or deduction (and any collection/deduction fee associated therewith) constitutes a breach of this Agreement and will not be accepted by General Mills.

16. The customer must repay all deductions immediately. Unauthorized collection or deduction for any consumer coupon-related expense and/or fees that are deemed uncollectible may be charged against (reduce the customer's) available trade merchandising funds. General Mills 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 agent involved in the handling process.
17. General Mills reserves the right to deny reimbursement for any coupons that exhibit signs of improper redemption, including but not limited to signs of gang cutting or similar cuts and tears, having been taped, having sequential number patterns, or being in mint condition.
18. If false or misleading verification information is provided on a questionnaire to General Mills, or a certified clearinghouse, redemption privileges with General Mills may be permanently terminated.
19. Each shipment of coupons will be considered as a whole and General Mills reserves the right to refuse payment for an entire shipment if any portion of the shipment is found to be improperly redeemed.
20. Failure to observe these terms and conditions for proper redemption may, at the option of General Mills, void all coupons submitted for reimbursement and all coupons may be retained as property of General Mills without payment. General Mills reserves the right to forward coupons, which General Mills judges to be improperly redeemed, to law enforcement agencies for their review and investigative purposes.



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Miscellaneous Terms

21. The cash redemption value of each coupon is 1/20 of one cent.
22. It may be **FRAUD** to present coupons for redemption other than as provided by this Agreement.
23. **Retailers agree that failure to observe these terms and conditions for proper redemption may at the sole option of General Mills (and without limitation to any other remedies that may be available to General Mills) void all coupons submitted for reimbursement, and all coupons may be retained as property of General Mills without payment. The exercise or waiver, in whole or in part, of any right, remedy or duty provided for in the Agreement will not constitute the waiver of any prior, concurrent or subsequent right, remedy or duty under this Agreement.**