

## Coupon Redemption Policy

The following redemption policy describes the terms and conditions under which Fresh Frozen Foods LLC will issue reimbursement for coupon submissions from retailers. In submitting Fresh Frozen issued coupons, the retailer affirms that:

- Consumers supplied to you, the retailer, Fresh Frozen coupons in a legal transaction without, to your reasonable knowledge, any fraudulent intent.
- That you, the retailer, reduced your selling price on the items(s) detailed by the coupon in accordance with the amount detailed by the coupon.

Your acceptance and redemption of Fresh Frozen coupons represents your compliance with the terms and conditions described in this policy which are applicable to all coupons issued by Fresh Frozen Foods.

1. Consumers must pay all appropriate taxes associated with the purchase of Fresh Frozen products. Coupon cash value .001 cents.
2. Fresh Frozen Foods will not issue reimbursement to retailers for coupons received by Fresh Frozen Foods more than 180 days beyond the coupon's stated expiration date. Digital coupons must be presented to Fresh Frozen Foods within 30 days.
3. No more than one coupon may be used for the purchase of a single item. Limit 4 coupons per household per day.
4. The retailer must present to Fresh Frozen Foods, upon request, point of sale and/or product movement reports showing sufficient purchase of stock to cover coupons submitted for payment. Product purchases must support

the amount of coupons submitted and if the amount of coupons submitted exceeds the normal industry redemption figures, Fresh Frozen Foods may request supporting data (typically, transaction log data) to verify actual consumer transactions for the period involved. Fresh Frozen Foods may also require independent verification of transaction data, if available. Fresh Frozen Foods may deny reimbursement for coupons that are misredeemed (including, but not limited to, coupons that have been used to purchase products for resale).

## Redemption at the Store

1. Coupons are redeemable only by a consumer purchasing the flavor, quantity and size of the specific brands and product(s) stated on the coupon, with the face value of the coupon deducted from your retail price. Only one coupon shall be honored per customer for each offer as stated, i.e., no “stacking”.
2. Coupons may not be reproduced, photocopied, mutilated, trimmed or altered in any way by the retailer or consumer.
3. Coupons are non-assignable and are void if transferred from their original recipient to any other person, firm or group. Fresh Frozen Foods 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 product or placed on hooks near Fresh Frozen 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. Retailer to take reasonable precaution to not accept counterfeit coupons, i.e., not accepting internet print at home coupons that don't scan.
5. Coupons are void if taxed, restricted, or prohibited by law.

6. Coupons will be redeemed only at retail locations located in the United States, its territories and at U.S. Military bases worldwide.
7. Fresh Frozen Foods will be released from its redemption obligations on any coupons submitted that either:
  - Cannot be substantiated by proof of purchase
  - Reflects redemption outside the permitted area for the coupon
  - Originates from an invalid retail address
  - Has obvious signs of being counterfeit
  - Have no signs of consumer handling or
  - Have been processed in violation of any other condition of this policy
8. Fresh Frozen coupons will not be used as settlement in any trade related activities. Trade related activities are defined as coupons redeemed in lieu of damaged or expired product, price reductions, loaded or discontinued product.
9. Fresh Frozen coupons are void where prohibited, taxed or restricted by law. Any claim or legal action against Fresh Frozen Foods arising from a coupon submission must be opened within one year of the date that the retailer submits the coupon(s) in question to Fresh Frozen Foods otherwise the claim or action shall be deemed waived.
10. Fresh Frozen coupons processed in accordance with the conditions within this policy will be paid when submitted by a retailer of our product to a clearinghouse which has been approved by Fresh Frozen Foods. Fresh Frozen coupons submitted by unauthorized agents will be deemed void.
11. All Fresh Frozen coupons must be submitted for redemption to the following address which is clearly printed on the coupon: Fresh Frozen Foods LLC 1580, NCH Marketing Services, PO Box 880001, El Paso, TX 88588-0001.
12. For each coupon processed in accordance with the conditions within this policy, Fresh Frozen Foods will reimburse the retailer as follows:

- The face value of each coupon or if the coupon specifies "Free", the retailer unit selling price (not to exceed its maximum value indicated on the coupon), plus
- Eight (8) cents handling as specified on each Fresh Frozen coupon, plus
- Four (4) cents postage.

13. Retailer may not apply deductions to payments of Fresh Frozen product invoices as reimbursement for coupons. Should such deductions occur, Fresh Frozen Foods will add back the amount of the deduction to the retailer's next invoice for immediate payment.

## In-Ad Coupons

1. In-Ad coupons, unlike manufacturer coupons, allow a retailer to control placement, distribution and timing. In-Ads are intended to be discounts on consumer purchases during a specific promotion period for a specific retailer. Retailers place In-Ad coupons in their primary advertising vehicle (e.g. newspaper, insert, store circular or direct mail circular) in cooperation with a manufacturer.
2. Fresh Frozen Foods will reimburse you for rightful redemption costs only.
3. Your In-Ad coupons must and will include the following elements in order for Fresh Frozen Foods to reimburse any redemption costs:
  - Correct brand name/size
  - Retailer name
  - The statement "Void if copied, transferred, purchases, or sold"
  - Offer number
  - Retailer Value
  - Coupon Value or Feature Price

- Expiration Date

## For In-Ad coupons, you agree:

1. To use only one primary vehicle to distribute In-Ad coupons.
2. If using an in-store flyer, to use the flyer as your only vehicle for promoting Fresh Frozen products to the consumer unless you have obtained Fresh Frozen Foods' prior approval.
3. To distribute, print, and circulate In-Ad coupons only as authorized by the terms and conditions of the In-Ad program.
4. Not to distribute the coupons, or make the coupons available, in any other manner whatsoever, including, without limitation, at point of sale (shelf or display), at checkout stands, in pads, or in any clipped or printed (other than the In-Ad) presentation.
5. To indemnify, defend and hold Fresh Frozen Foods harmless from all costs arising from failure to distribute, print or circulate In-Ad coupons as provided herein.
6. To purchase product to support the In-Ad event from a Fresh Frozen Foods sales representative in the same geographic area where the In-Ad event is available.
7. Not to alter coupon copy without Fresh Frozen Foods' prior written approval.
8. To safeguard Fresh Frozen Foods' In-Ad coupon artwork while in your possession, custody or control, and to indemnify, defend and hold Fresh Frozen Foods harmless from any loss or damage that may result from such failure to safeguard.
9. Not to include any directly competitive products in your In-Ad.

# Digital Coupons (coupons defined as paperless) will be issued and reimbursed in accordance with the existing redemption policy of Fresh Frozen.

Redemptions will be managed through our centralized redemption process with NCH Marketing Services, our exclusive Manufacturing redemption Agent. Direct submissions from individual retailers, especially in the paperless environment (due to individual technology and communication requirements) are not scalable or efficient long-term and will not be accepted.

**For question concerning this Policy or claims for payment, please call the NCH Marketing Services Response Line at 1-800-833-7096**

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