

Coupon Redemption Policy

September 09, 2016

This Coupon Redemption Policy ("Redemption Policy") outlines terms and conditions governing the redemption of any Blue Harbor Fish Co. ("Blue Harbor Fish Co." and also referred to herein as "we") coupons by its retailers or wholesalers (each a "Customer" and also referred to herein as "you" and/or "your"). If Customer fully complies with this Redemption Policy, Blue Harbor Fish Co. will fully reimburse Customer for coupon submissions. The current Redemption Policy is set forth as follows:

SUBMISSION OF COUPONS BY CUSTOMER OR ITS AGENT TO BLUE HARBOR FISH CO. OR OUR AGENT SIGNIFIES ACCEPTANCE WITH THIS REDEMPTION POLICY. NOTWITHSTANDING ANY COURSE OF DEALINGS BETWEEN CUSTOMER AND BLUE HARBOR FISH CO., NO PURCHASE ORDER, INVOICE, CUSTOMER POLICY OR SIMILAR DOCUMENT SHALL BE CONSTRUED TO MODIFY ANY OF THE TERMS OF THIS REDEMPTION POLICY.

Redemption at the Store

1. Coupons are redeemable only by a consumer purchasing the specific brands and products(s) stated on the coupon, limited to the quantity and size, with the face value of the coupon deducted from your retail price. Only one coupon shall be honored for each item purchased.
2. Coupons may not be reproduced, photocopies, mutilated, trimmed or altered in any way by Customer or the consumer.
3. Coupons are non-assignable and are void if transferred from their original recipient to any other person, firm or group. Blue Harbor Fish Co. does not permit the unauthorized distribution, collection, sale, or assignment of its coupons for any reason. Therefore, coupons cannot be used in swap boxes, taped to product or placed on hooks near Blue Harbor Fish Co. 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. Coupons are void if taxed, restricted, or prohibited by law.
5. The consumer is required to pay any applicable sales tax.
6. Coupons will be redeemed only at retail locations in the United States, its territories and at U.S. Military bases.

Processing Coupons for Payment

1. Blue Harbor Fish Co. will only accept properly redeemed and identified coupons: (a) directly from Customer, or through authorized (b) Customer clearinghouse, (c) Customer billing agent, or (d) wholesaler billing agent.
2. All applicable IRS reporting requirements, including obtaining an appropriate taxpayer identification number must be complied with.
3. To redeem coupons for Blue Harbor Fish Co., send properly redeemed coupons to:

**Blue Harbor Fish Co. 1476
NCH Marketing Services
P.O. Box 880001
El Paso, TX 88588-0001**

Policy for Payment and Denials

1. Customer will be reimbursed for the following three (3) items:
 - a. Face value of coupons or if the coupon calls for free merchandise, for customer's retail-selling price (up to the stated maximum value printed on the coupon); plus
 - b. 8¢ for handling each coupon properly redeemed. An industry study identified that the 8¢ covers the following costs:
 - Front-End Handling by the retailer
 - Store to Headquarters Accounting
 - Store Occupancy
 - Sundry Loss
 - Cost of Funds
 - Coupon Processing
 - Any other special handling, invoice preparation, or other fees
 - c. Reasonable out-of-pocket costs incurred for the physical transportation of the coupons to Blue Harbor Fish Co. or to our authorized agent. **Blue Harbor Fish Co. will not pay for any administrative or consolidation fees and, except as described in (ii) below, we will not pay any other up charges that Customer or their agent (if using one) may assess on or in lieu of such pass-through/out-of-pocket expenses.** The transportation costs will be reimbursed as follows:
 - i. For Customers who sort the coupons they have redeemed and submit them directly without the use of any third party agent, Customer will reimburse Blue Harbor Fish Co. for reasonable postage (i.e. first class mail insured) or other shipping charges incurred by Blue Harbor Fish Co. and as indicated on the package received.
 - ii. For those Customers that are using a clearinghouse or billing agent, Blue Harbor Fish Co. will reimburse Customer at a rate equal to \$5 per thousand of coupons redeemed (**\$5/M**).
2. Coupons reimbursements and coupon adjustments cannot be deducted from product invoices or purchase orders. Invoice deductions and deduction fees are not in compliance with Blue Harbor Fish Co. redemption policy.
3. Blue Harbor Fish Co. 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 any agent involved in the handling process.
4. If false or misleading verification information is provided on a questionnaire to Blue Harbor Fish Co., or a certified clearinghouse, redemption privileges with Blue Harbor Fish Co. may be permanently terminated.
5. Each shipment of coupons will be considered as a whole and Blue Harbor Fish Co. reserves the right to refuse payment for an entire shipment if any portion of the shipment is found to be improperly redeemed.
6. Failure to comply with the terms of this Redemption Policy for proper redemption may, at the option of Blue Harbor Fish Co. void all coupons, submitted for reimbursement and all coupons may be retained as property of Blue Harbor Fish Co. without payment. Blue Harbor Fish Co. reserves the right to forward coupons, which Blue Harbor Fish Co. judges to be improperly redeemed, to law enforcements agencies for their review and investigative purposes.

Miscellaneous Terms

1. The cash redemption value of each coupon is 1/100 of one cent.
2. Blue Harbor Fish Co. shall not be responsible for any additional coupon promotion costs, including but not limited to costs associated with "coupon doubling" promotions.
3. Properly redeemed and identified coupons will be accepted only from Blue Harbor Fish Co. authorized intermediaries or clearing houses. Coupons will not be honored if presented through unauthorized persons or companies. Coupons will be considered void when presented by an agency or broker not authorized by Blue Harbor Fish Co..
4. It is FRAUD to present coupons for redemption other than as provided by this Redemption Policy.
5. IN CONSIDERATION FOR SUBMITTING COUPONS FOR REDEMPTION, CUSTOMER AGREES THAT FAILURE TO OBSERVE THESE TERMS AND CONDITIONS FOR PROPER REDEMPTION MAY, AT THE SOLE OPTION OF BLUE HARBOR FISH CO., VOID ALL COUPONS SUBMITTED FOR REIMBURSEMENT AND ALL COUPONS MAY BE RETAINED AS PROPERTY OF BLUE HARBOR FISH CO., WITHOUT PAYMENT.
6. Any lawsuit involving coupon processing or payment disputes shall be brought within twelve (12) 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 Allegheny County, Pennsylvania. Each party shall be responsible for its own attorneys' fees and costs irrespective of outcome.
7. This Coupon Redemption Policy is effective September 09, 2016. Upon written notice, Blue Harbor Fish Co. reserves the right to modify or withdraw the terms of this policy at any time.