



## KRAFT HEINZ FOODS COMPANY COUPON REDEMPTION POLICY

These are the terms and conditions for retailer coupon redemption reimbursement for Kraft Heinz Foods Company and the following operating units: Boca Foods Company, Capri Sun, Inc., Churny Company, Inc., Claussen Pickle Co, Kohrs Packing Company, KPC Foods, Inc., Pollio Italian Cheese Company, The Yuban Coffee Company, and Vict. Th. Engwall & Co., Inc, International Gourmet Specialties LLC, Nature's Delicious Foods Group, LLC, Lea & Perrins LLC, Devour LLC. These terms and conditions also apply to products sold under the following assumed names or dba's: Adair Foods Company, Caruso Cheese Products, Columbia Foods Company, Coshocton Foods Company, Fullerton Foods, Inc., Maxwell House Coffee Company, Oscar Mayer Foods, and to any products sold under any other operating unit of Kraft Heinz Foods Company or any other assumed names or dba's used by Kraft Heinz Foods Company or any other assumed names, and dba's are collectively referred to herein as "KHC".

Please note that the above list is subject to change without notice, e.g. due to acquisitions and/or divestitures.

### **RETAILER:**

By submitting KHC coupons for redemption, the retailer and its redemption agent (collectively "You") are agreeing to comply with the Kraft Heinz Foods Company Coupon Redemption Policy (herein "Policy") as set forth below:

### **Procedure:**

1. Coupons are redeemable only by retailer consumers purchasing the brand(s), flavors(s), size(s) and quantities indicated, prior to the expiration date, with the face value of the coupon deducted from your retail selling price.
2. Coupons are valid only in the USA, its territories, FPOs and APOs, with a Cash Value of 1/100<sup>th</sup> of a cent. KHC will not honor coupons submitted by retailers for products purchased outside of KHC'S normal channels of distribution. Coupons redeemed on salvaged, damaged, close-out or diverted product will not be honored.
3. There is a limit of one coupon for each purchase of the product(s) and size(s) indicated. KHC will not honor coupons submitted for reimbursement that have been, or appear to have been, reproduced, altered, assigned, or misused in any way. Such coupons are void and will not be redeemed by KHC, its coupons redemption agent (herein "agent"), or any KHC-approved redemption center. This includes, without limitation, coupons that have been, or appear to have been, (i) scanned, electronically reproduced, and/or sold on the Internet, (ii) transferred from their original recipient to any other person, firm or group prior to store redemption through a coupon club or other coupon exchange program, or (iii) mass or gang-cut, taped to the product, or similarly torn or cut. KHC reserves the right to confiscate and forward any coupons it reasonably believes have been wrongfully submitted for redemption to law enforcement agencies for review.
4. Coupons are void if taxed, licensed or restricted by law.
5. The consumer is responsible for paying any applicable sales tax.
6. KHC will not honor manufacturer coupons submitted more than six (6) months after their expiration date.
7. KHC will not honor retailer in-ad coupons submitted more than three (3) months after their expiration date.
8. KHC will not honor coupons submitted for product purchased from a party other than KHC or a wholesaler or distributor that has not received the product directly from KHC. (Refer to 2 above).
9. You, your agent, or your clearinghouse will submit properly redeemed coupons for redemption. Submission by any other person or entity will not be accepted. You understand that KHC redemption data is confidential and proprietary to KHC and you will not disclose any such data to a third party.
10. KHC reserves the right to audit the coupon sorting and billing service of any retailer or agent involved in the coupon redemption process. KHC also reserves the right to adjust the redemption payment based on results of audit.

**EFFECTIVE: January 2021**

11. Each shipment of coupons will be considered as a whole. KHC may refuse to reimburse you for an entire shipment if any portion of the shipment is deemed, either by KHC or KHC's agent, to have been improperly submitted for redemption.
12. Coupons are a form of cash and must be treated as such.
13. All KHC coupons must be submitted for redemption to the KHC redemption center at the following address, or to the redemption address printed directly on the coupon:  
**Kraft Heinz Foods Company 1539  
NCH Marketing Services  
P.O. Box 880001  
El Paso, TX. 88588-0001**
14. In the case of wholesalers and clearinghouses that submit on behalf of independent retailers, the identity of the independent retailers must accompany the actual coupons.
15. Coupons submitted to KHC or its' agent become the property of KHC.
16. You will comply with all applicable IRS reporting requirements, including providing an appropriate taxpayer identification number to KHC's agent.
17. You will ensure all your employees, agents and contractors comply with this Policy.

### **Reimbursement**

You agree not to take unauthorized deductions from KHC product invoices for any amounts relating directly or indirectly to coupon redemption. If such unauthorized deductions are made, KHC reserves the option to take action, including but not limited to, suspending shipment/credit to the Customer and/or a reduction in the Customer's promotional funding to offset any and all unauthorized coupon related deduction balances.

1. You will only seek reimbursement from KHC or its agent for KHC coupons.
2. KHC will reimburse you for the face value of coupons, (or if coupon calls for free merchandise, for your retailer selling price up to any maximum value printed on the face of the coupon), and a handling/processing allowance of \$.08 for each properly redeemed coupon. Effective January 2021, Direct PO Box submitters will be reimbursed for Delivery and Data Management up to KHC's \$50.00/thousand coupon rate, with a minimum reimbursement of first class stamp and cost for certified mail and/or insurance if noted on the invoice. Retailers who use a clearinghouse or billing agent will be reimbursed up to \$50.00/thousand coupons. KHC will not reimburse any other fees or charges.
3. For each free coupon offer, KHC will establish a minimum and maximum reimbursement amount. These amounts will be communicated to KHC's 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.
4. In-Ad Coupons: 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.
  - a. KHC will reimburse you for rightful redemption costs only, as set forth in Item #3. You will pay all other advertising costs associated with the In-Ad.
  - b. Your In-Ad coupons must and will include the following elements in order for KHC to reimburse any redemption costs:
    - Correct brand name/size
    - Retailer Name
    - The statement "Void if copied, transferred, purchased, or sold"
    - Offer Number
    - Retailer Value
    - Coupon Value or Feature Price
    - Expiration Date

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- c. For In-Ad coupons, You agree:
- i. To use only one primary vehicle to distribute In-Ad coupons.
  - ii. If using an in-store flyer, to use the flyer as your only vehicle for promoting KH products to the consumer unless you have obtained KHC's prior approval.
  - iii. To distribute, print, and circulate In-Ad coupons only as authorized by the terms and conditions of the In-Ad program. Any alteration of the coupon value, expiration date, and products other than what KHC provides will be denied.
  - iv. Not to distribute the coupons, or make the coupons available, in any other manner whatsoever, including, without limitation, at point of sales (shelf or display), at checkout stands, in pads, or in any clipped or printed (other than the In-Ad) presentation.
  - v. To indemnify, defend and hold KHC harmless from all costs arising from failure to distribute, print of circulate In-Ad coupons as provided herein.
  - vi. To purchase product to support the In-Ad event from a KHC sales representative in the same geographical area where the In-Ad event is available.
  - vii. Not to alter coupon copy without KHC's prior written approval.
  - viii. To safeguard KHC's In-Ad coupon artwork while in your possession, custody or control, and to indemnify, defend and hold KHC harmless from any loss or damage that may result from such failure to safeguard.
  - ix. Not to include any directly competitive products in your In-Ad.

**Digital Coupons (coupons defined as paperless) will be issued and reimbursed in accordance to the existing redemption policy of KHC**

Redemptions will be managed through our centralized redemption process with NCH Marketing Services, our exclusive Manufacturer 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.

**Proof of Purchase**

Upon request, retailers must provide KHC with legitimate proof-of-purchase documentation such as itemized invoices or product movement reports which show purchases of stock sufficient to cover coupons submitted for reimbursement. Failure to provide KHC with legitimate proof-of-purchase will deem all coupons null and void and payment for such coupons will be withheld. Handwritten invoices or invoices from salvaged merchandise suppliers or diverters will not be honored as legitimate proof-of-purchase. KHC reserves the right to utilize a third party to review all submissions and deny reimbursement based on the third party's recommendation. Proof-of-purchase information must be submitted to the address specified in the request within 30 days of request date.

**Remedies**

1. In the event that payment for a coupon claim is withheld, either in full or a portion therefore, you have the right to appeal the decision to KHC or its agent with six months of the date of the payment claim. Such appeals are to be made directly to KHC or its agent, in writing.
2. You must bring any dispute, action, or legal proceeding related to coupon redemption within 12 months of the original date of the payment claim in a Federal or State court located in Cook County, Illinois, or such claim shall be deemed extinguished. The substantive laws of the State of Illinois will govern any such proceeding.

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*KHC's agent may void any and all coupons submitted for redemption which are not consistent with these terms. Such attempted redemption may constitute violation of U.S. Mail fraud statutes and could result in criminal prosecution.*

*If KHC or its agent (1) determines in good faith that a retailer has repeatedly failed or refused to comply with this policy, or has otherwise disregarded this policy, or has falsified information supplied to KHC or its agent, or (2) receives information from the state or federal authorities that sufficient evidence exists to bring criminal charges against a retailer for conduct relating to coupon redemption practices, then KHC may terminate such retailer's redemption rights, effective upon notice to the retailer.*

*KHC reserves the right to confiscate any submissions it reasonably believes violate this policy, and to forward any such coupons to law enforcement agencies for further review and investigation. Deductions taken by a wholesaler involved in an investigation or litigation for coupon fraud, or those taken on behalf of a retailer that is involved in an investigation or litigation for coupon fraud, will not be honored.*

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