



Coupon Redemption Policy

REVISED: January 5, 2018



CONAGRA BRANDS, INC. COUPON REDEMPTION POLICY
AS OF January 5, 2018

This Conagra Brands, Inc. Coupon Redemption Policy (the "Policy") outlines the terms and conditions governing the redemption of any Conagra Brands, Inc. coupons (both paper and digital) by its retailers or other customers (referred to herein as "you" or "your"). These terms and conditions apply to any products sold under, or coupons issued by, Conagra Brands, Inc., or any affiliate, subsidiary or operating unit of Conagra Brands, Inc., including but not limited to, Blake's All Natural Foods, Alexia Foods, Duke's Meats Corp., and BIGS Corp. (collectively referred to herein as "Conagra Brands"). This Policy may be modified at any time by Conagra Brands in Conagra Brands' sole discretion. This Policy shall be available for review upon written request.

The current Policy is set forth as follows:

YOUR REDEMPTION OF CONAGRA BRANDS' COUPONS INDICATES YOUR ACCEPTANCE AND COMPLIANCE WITH THIS POLICY. NO COURSE OF DEALINGS, OR ANY PURCHASE ORDER, INVOICE, RETAILER-POLICY OR SIMILAR DOCUMENT SHALL BE CONSTRUED TO MODIFY ANY OF THE TERMS OF THIS POLICY.

A. Redemption at the Store

1. Coupons are redeemable only by a consumer purchasing the flavor, quantity and size of the specific brand(s) 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 Conagra Brands item purchased. Multiple Conagra Brands coupons, including using a paper and digital coupon on the same item is not permitted, i.e., no "stacking." There is a limit of four (4) like coupons per household per day. Coupons will include an expiration date.
2. Coupons may not be reproduced, photocopied, mutilated, trimmed or altered in any way by the retailer. Likewise, reproduced or photocopied coupons may not be used by a consumer.
3. Coupons are non-assignable and are void if transferred from their original recipient to any other person, firm or group. Conagra Brands 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 Conagra Brands 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 A.1 above.
4. Retailers must take reasonable precautions to avoid accepting counterfeit coupons, including but not limited to refusing to accept internet print-at-home coupons that do not scan.
5. Coupons are void if taxed, restricted, or prohibited by law.
6. The consumer is required to pay any applicable sales tax.



7. Coupons will be redeemed only at retail locations located in the United States, its territories and at U.S. Military bases.
8. Coupons must be presented at time of purchase. Coupons presented after the purchase transaction has been completed should not be honored.

B. Processing Coupons for Payment

1. Conagra Brands will only accept properly redeemed and identified coupons: (a) directly from the retailer, or through an authorized (b) retailer clearinghouse, (c) retailer-billing agent, or (d) wholesaler-billing agent. Submission by unauthorized intermediary agents will not be accepted. Submissions must maintain proper single store identity and address. Conagra Brands reserves the right to deal directly with all retailers on all matters pertaining to any coupon submission.
2. To redeem paper coupons for Conagra Brands, send properly redeemed coupons to the redemption address identified on the coupon: Conagra Brands, Inmar Dept. # 27000, One Fawcett Drive, Del Rio, TX 78840.
3. Digital coupons (paperless) will be issued and reimbursed in accordance to the existing Policy of Conagra Brands. Redemptions will be managed through Conagra Brands' centralized redemption process with its exclusive 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.
4. All applicable IRS reporting requirements, including obtaining an appropriate taxpayer identification number, must be complied with by the retailer and its agent.
5. Conagra Brands encourages retailers participating in digital coupon promotions to use industry standard format for transmitting redemption data and to implement industry standards for digital coupon promotions to ensure efficiency and strong controls.
6. **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. Conagra Brands will reimburse you for rightful redemption costs only, as set forth above in Section A. You will pay all other advertising costs associated with the In-Ad.
 - b. Your In-Ad coupons must and will include the following elements for Conagra Brands to reimburse any redemption costs:
 - Correct brand name/size
 - Retailer name
 - The statement "Void if copied, transferred, purchased, or sold"
 - Offer Number (barcode provided by Conagra Brands)



- Retailer Value
 - Coupon Value or Feature Price
 - Expiration date
- c. 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 Conagra Brands products to the consumer unless you have obtained Conagra Brands' 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. Each coupon may run only one time within the stated promotion period and the expiration date must not exceed the specified period from the date of insertion.
 6. To purchase product to support the In-Ad event from a Conagra Brands sales representative in the same geographical area where the In-Ad event is available.
 7. Not to alter coupon copy without Conagra Brands' prior written approval.
 - a. Failure to allow Conagra Brands to review In-Ad coupon final ad art and copy and/or failure to make any identified corrections will result in the withdrawal of that specific In-Ad as well as potential future In-Ads. If ad is released without Conagra Brands' written approval, customer will pay the cost for redemption.
 8. To safeguard Conagra Brands' In-Ad coupon artwork while in your possession, custody or control, and to indemnify, defend and hold Conagra Brands 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.
 10. Not to run the In-Ad in any electronic media, including websites.
 11. To indemnify, defend and hold Conagra Brands harmless from all costs arising from failure to distribute, print or circulate In-Ad coupons as provided herein.
 12. If, at any time hereunder, Conagra Brands makes a good-faith determination that the customer has not complied with all of the terms of the Policy, may terminate the customer's participation in current and future In-Ad promotions on any or all Conagra Brands.

C. Policy for Payment and Denials

1. Paper coupons will not be honored for reimbursement beyond six (6) months after the printed expiration date. In-Ad coupons will not be honored for reimbursement beyond sixty (60) days after the printed expiration date. Invoices for digital coupons must be presented within thirty (30) days after the expiration date of the coupons.



2. You will be reimbursed for the following three (3) items only:
 - (a) Face value of coupons or if the coupon calls for free merchandise, for your retail-selling price (up to the stated maximum value printed on the coupon);
 - (b) \$0.08 for handling each coupon properly redeemed. The \$0.08 covers the following costs: front-end handling by the retailer; store to headquarters accounting; store occupancy; sundry loss; cost of funds; and coupon processing, which covers any special handling, invoice preparation, or other fees; and
 - (c) Reasonable out-of-pocket costs incurred for the physical transportation of the coupons to Conagra Brands or its authorized agent. **Conagra Brands will not pay for any administrative or consolidation fees and, except as described in (ii) below, Conagra Brands will not pay any other upcharges that you or your agent (if you use 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 retailers who sort the coupons they have redeemed and submit them directly without the use of any third-party agent, you will be reimbursed for the most efficient ground transportation for the last leg of the shipment from the U.S. to Inmar.
 - ii) For retailers who use a clearinghouse or billing agent, you will be reimbursed at a rate equal to \$5.50 per thousand of coupons redeemed (\$5.50/M).
2. Coupon claimed amounts, reimbursements and coupon adjustments cannot be deducted from product invoices or purchase orders. Invoice deductions and deduction fees are not in compliance with Conagra Brands' Policy and any attempt to take such deductions may, at the sole option of Conagra Brands, void all coupons submitted for reimbursement.
3. Conagra Brands reserves the right to request evidence of proof of purchase to show that sufficient stock was purchased within the last ninety (90) days 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. Any failure to comply may void all coupons submitted.
4. Disclosure of redemption data to a third party by a retailer or intermediary party is prohibited.
5. If false or misleading verification information is provided on a questionnaire to Conagra Brands, or a certified clearinghouse, redemption privileges with Conagra Brands may be permanently terminated.
6. Each shipment of coupons will be considered as a whole and Conagra Brands reserves the right to refuse payment for an entire shipment if any portion of the shipment is found to be improperly redeemed.



7. Failure to observe these terms and conditions for proper redemption may, at the option of Conagra Brands, void all coupons submitted for reimbursement, and all coupons may be retained as property of Conagra Brands without payment. Conagra Brands reserves the right to forward coupons which Conagra Brands judges to be misredeemed, to law enforcement agencies for their review and investigative purposes.

D. Miscellaneous Terms

1. The cash redemption value of each coupon is 1/20 of one cent.
2. It is FRAUD to present coupons for redemption other than as provided by this Policy.
3. **Applicable Jurisdiction:** 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 Chicago, Illinois. Each party shall be responsible for its own attorneys' fees and costs.

YOU AGREE THAT FAILURE TO OBSERVE THESE TERMS AND CONDITIONS FOR PROPER REDEMPTION MAY AT THE SOLE OPTION OF CONAGRA BRANDS (AND WITHOUT LIMITATION TO ANY OTHER REMEDY THAT MAY BE AVAILABLE TO CONAGRA BRANDS) VOID ALL COUPONS SUBMITTED FOR REIMBURSEMENT AND ALL COUPONS MAY BE RETAINED AS PROPERTY OF CONAGRA BRANDS, WITHOUT PAYMENT. THE EXERCISE OR WAIVER, IN WHOLE OR IN PART, OF ANY RIGHT, REMEDY OR DUTY PROVIDED FOR IN THIS POLICY WILL NOT CONSTITUTE THE WAIVER OF ANY PRIOR, CONCURRENT OR SUBSEQUENT RIGHT, REMEDY OR DUTY UNDER THIS POLICY.

For questions concerning this Policy, or claim/payment inquiries, or if you become aware of potential coupon fraud, please call Inmar Retailer Services at (800) 285-7602.