



Coupon Redemption Policy

REVISED November 2016



CONAGRA BRANDS COUPON REDEMPTION POLICY
AS OF November 10, 2016

This Conagra Brands Coupon Redemption Policy (the “Policy”) outlines the terms and conditions governing the redemption of any Conagra Brands coupons (both paper and digital) by its retailers or other customers (referred to herein as “you” or “your”). 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 customer for each offer as stated, i.e., no “stacking.” There is a limit of four (4) like coupons per household per day.
2. Coupons will include an expiration date. Paper coupons will not be honored for reimbursement beyond six (6) months after the expiration date. Invoices for digital coupons must be presented within thirty (30) days after the expiration date of the coupons.
3. Coupons may not be reproduced, photocopied, mutilated, trimmed or altered in any way by the retailer or consumer.
4. 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.
5. 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.
6. Coupons are void if taxed, restricted, or prohibited by law.
7. The consumer is required to pay any applicable sales tax.



Conagra Brands, Inc.
Coupon Guidelines and Policy Updated: November 2016

8. Coupons will be redeemed only at retail locations located in the United States, its territories and at U.S. Military bases.

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 717, NCH Marketing Services, P.O. Box 880001, El Paso, TX 88588-0001.
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.

C. Policy for Payment and Denials

1. 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, Inc.
Coupon Guidelines and Policy Updated: November 2016

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 incurred reasonable postage (i.e., first class mail insured) or other shipping charges, as indicated on the package received.
 - 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.



Conagra Brands, Inc.
Coupon Guidelines and Policy Updated: November 2016

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, please call NCH Marketing Services at 1-800-833-7096.