

WELCH FOODS INC.
Sales Policies & Procedures



Section: Customer Service	Subject Number: CS-29-2021
Subject: Coupon Redemption Policy	Effective Date: 6/1/2021; Distributed to Customers 6/2021
Owner: Director of Marketing	Order Hold Decision Maker: Shared Services Manager

This Coupon Redemption Policy ("Agreement") establishes all terms and conditions for the handling, processing and redemption of electronic and paper coupons by Welch Foods Inc., A Cooperative ("Welch's").

ACCEPTING AND REDEEMING WELCH'S COUPONS SHALL CONSTITUTE ACCEPTANCE OF AND AGREEMENT TO BE BOUND BY THE TERMS AND CONDITIONS BELOW.

Coupons Eligible for Redemption

1. Coupons are redeemable only by a consumer purchasing the product(s) indicated, including, but not limited to the brand, quantity and size with the face value of the coupon deducted from the retail price.
2. The cash redemption value of each coupon is 1/100 of one cent. Coupons are a form of cash and shall be handled by the retailer in a manner consistent with retailer's policies for cash handling.
3. Coupons may not be reproduced, photocopied, trimmed or altered in any way by the retailer or consumer.
4. Coupons are void if taxed, restricted, or prohibited by law.
5. The consumer must pay any applicable sales tax. Welch's will not be liable for payment of any taxes in connection with any coupons.
6. There is a limit of one coupon per purchase of the product and size(s) indicated.
7. Coupons are only redeemable by authorized dealers located in U.S. including Military bases and United States Territories.
8. Coupons must be redeemed by retailer no later than six months after the expiration date on the face of the coupon or they will not be honored.

Processing Coupons for Payment

9. Properly redeemed and identified coupons will be accepted by Welch's from retailers, retailer agents or retailer clearing houses. Coupons from unauthorized intermediary agents will not be accepted.
10. All applicable IRS reporting requirements, including obtaining an appropriate taxpayer identification number must be complied with.

11. Coupons that satisfy the requirements set forth in "Terms for Redemption" above should be sent to:

Welch Foods Inc., A Cooperative
NCH Marketing Services
P.O. Box 80070
El Paso TX 88588-07001
12. Welch's reserves the right to request evidence of proof of purchase and/or to audit the coupon sorting and billing service of any retailer or agent involved in the redemption process and to adjust the redemption payments paid to such retailer or agent based on the results of the audit.
13. For each redeemed coupon, retailers will be reimbursed for:
 - A. The face value of coupons or if the coupon calls for free merchandise for your retail selling price (up to the stated cap amount)
 - B. \$0.12 per coupon "Customer Handling Fee" for each coupon properly redeemed and identified.
 - C. The Customer Handling Fee reimburses the retailer and its agent for all associated costs, including all handling and transportation expenses of any kind. Welch's will not pay any other costs beyond the Customer Handling Fee including those related to postage, shipping or transportation fees. Due to system limitations and for ease of reconciliation, upon submission of an invoice for payment, the Customer Handling Fee shall be settled as follows: an \$0.08 per Coupon handling fee, plus a \$0.04 per Coupon supplemental handling fee (billed as shipping/postage)
14. The Customer Handling Fee constitutes full and complete compensation to the retailer and its agent for the customary and reasonable expenses incurred in processing the coupon from point of sale to redemption at Welch's designated site. Any expenses, such as clearinghouse charges and handling fees, are costs negotiated between the retailer and its clearinghouse or agent, and are not the responsibility of Welch's and therefore the fees involved will not be passed to Welch's nor will any other coupon-related fee of any kind.
15. You agree not to take unauthorized deductions from Welch Foods Inc. product invoices for any amounts relating directly or indirectly to coupon redemption. If such unauthorized deductions are made, Welch Foods Inc. reserves the option to take action, including but not limited to, suspending shipments/credit to the retailer and / or a reduction in the retailers' promotional funding to offset any and all unauthorized coupon related deduction balances.

Miscellaneous Terms

16. Any lawsuits involving coupon payment disputes shall be governed by the laws of the Commonwealth of Massachusetts and shall be brought in a state or federal court in the Commonwealth of Massachusetts. Each party is responsible for its own attorney's fees and costs.
17. Exercise or waiver in whole or in part of any right, remedy or duty provided for in this agreement will not constitute the waiver of any prior, concurrent or subsequent right, remedy, or duty under this agreement.
18. It is FRAUD to present coupons for redemption that do not satisfy the terms of this Coupon Redemption Policy. Fraudulent coupons will not be honored.

19. FAILURE TO OBSERVE THESE TERMS AND CONDITIONS FOR PROPER REDEMPTION MAY AT THE SOLE OPTION OF WELCH FOODS INC., VOID ALL COUPONS SUBMITTED FOR REIMBURSEMENT AND ALL COUPONS MAY BE RETAINED AS PROPERTY OF WELCH FOODS INC., WITHOUT PAYMENT. FAILURE TO ENFORCE ANY TERMS OR CONDITIONS HEREIN SHALL NOT BE DEEMED A WAIVER OF THEM.