

NEWMAN'S OWN®

COUPON REDEMPTION POLICY

May2018

Your redemption of our coupons indicates your acceptance and compliance with this Redemption Policy which is a legally binding and enforceable Agreement (the "Agreement"). Notwithstanding any course of dealings between us, no purchase order, invoice, retailer-policy, or similar document shall be construed to modify any of the terms of this Agreement.

REDEMPTION AT THE STORE

1. Coupons are redeemable only by a consumer purchasing the specific brands/products in the flavor, quantity and size as indicated on the face of coupon with the face value of the qualifying coupon deducted from your retail price. Only one coupon (digital or paper) shall be honored for each item purchased. Coupons must be presented by consumer at time of purchase. Coupon is not valid if product is purchased by consumer for resale or consumer.
2. Coupons may not be reproduced, photocopied, mutilated, trimmed, or altered in any way by the retailer.
3. Coupons are non-assignable and are void if transferred from their original recipient to any other person, firm or group. Newman's Own Inc. does not permit the unauthorized distribution, collection, sale, or assignment of its coupons for any reason; for digital coupons, this includes without limitation the coupon being obtained from a source not authorized by Newman's Own, Inc.). Therefore, coupons are not to be used in swap boxes, taped to product or placed on a hook near Newman's Own, Inc. products (unless specifically directed by Newman's Own, Inc. in writing), 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. Retailers must have reasonable policies in place so as to prevent improper/fraudulent practices by consumer in using coupons (including, without limitation, Internet print-at-home paper coupons which do not scan).
4. Newman's Own, Inc. 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 at retail locations located in the United States, its territories and at U.S. Military bases or as otherwise restricted on the coupon.

PROCESSING COUPONS FOR PAYMENT

7. Newman's Own, Inc. will only accept properly redeemed and identified coupons: (a) directly from the retailer, or through authorized (b) retailer clearinghouse, (c) retailer-billing

agent, or (d) wholesale-billing agent. Newman's Own, Inc. reserves the right to deal directly with retailer on all matters relating to coupon redemption.

8. All applicable IRS reporting requirements, including obtaining an appropriate taxpayer identification number must be complied with.
9. To redeem paper coupons for Newman's Own, Inc., send properly redeemed paper coupons to:

Newman's Own 1249
NCH Marketing Services
P.O. Box 880001
El Paso, TX 88588-0001

10. Newman's Own, Inc. encourages retailers engaging in digital coupon promotions to use industry standard formats for transmitting redemption data and to implement industry standards for digital coupon promotions in the interest of promoting efficiency and strong controls.

POLICY FOR PAYMENT AND DENIALS

11. You will be reimbursed for the following three (3) items:
 - 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); plus
 - B) \$.08 for handling each coupon properly redeemed; (this covers the cost of Front End Handling by the retailer, store to headquarters accounting, store occupancy, sundry loss, cost of funds, coupon processing and any special handling invoice preparation or other fees)
 - C) Reasonable out-of-pocket costs incurred (not to exceed \$5.00 per thousand coupons) for the physical transportation of paper coupons to us or to our authorized agent. **We will not pay for any administrative or consolidation fees and we will not pay any other upcharges that you or your agent (if you use one) may access on or in lieu of such pass-through/out-of-pocket expenses. Without limiting the foregoing, we will not pay for insurance on physical transportation of paper coupons for redemption or for the use of courier services to ship paper coupons for redemption.**
 - D) Newman's Own, Inc. will reimburse paper coupons if properly redeemed within (60) days of the expiration date of the coupon and will reimburse digital coupons if properly redeemed within (30) days of the expiration date of the coupon, in either case subject to an earlier date which may be indicated on the coupon.
12. Coupon reimbursement and coupon adjustments cannot be deducted from any product invoices or purchase orders. Invoice deductions and deduction fees are not in compliance

with this Redemption Policy. Disclosure of coupon redemption data to any third party without the prior written consent of Newman's Own, Inc. is prohibited.

13. Newman's Own, Inc. 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. Failure to timely comply with such request may result in Newman's Own, Inc. refusing to pay reimbursement for the shipment in question.
14. Any lawsuit involving coupon processing or payment disputes shall be brought within 18 months of the original date of coupon payment or such claims shall be deemed extinguished. Any such lawsuit shall be filed and conducted in the federal or state courts in Connecticut. Each party shall be responsible for its own attorney's fees and costs.
15. If false or misleading verification information is provided on a questionnaire to Newman's Own, Inc. or a certified clearinghouse, redemption privileges with Newman's Own, Inc. may be permanently redeemed. However, termination of redemption privileges shall in no way represent the sole remedy available to Newman's Own, Inc.
16. Each shipment of coupons will be considered as a whole and Newman's Own, Inc. reserves the right to refuse payment for an entire shipment if any portion of the shipment is found to be improperly redeemed.
17. Failure to observe these terms and conditions for proper redemption may, at the option of Newman's Own, Inc. void all coupons, submitted for reimbursement and all coupons may be retained as property of Newman's Own, Inc. without payment. Newman's Own, Inc. reserves the right to forward coupons, which Newman's Own, Inc. judges to be misredeemed, to law enforcement agencies for their review and investigative purposes.

MISCELLANEOUS TERMS

18. The cash redemption value of each coupon is 1/20 of one cent.
19. It is FRAUD to present coupons for redemption other than as provided by this Agreement.
20. YOU AGREE THAT FAILURE TO OBSERVE THESE TERMS AND CONDITIONS FOR PROPER REDEMPTION MAY AT THE SOLE OPTION OF NEWMAN'S OWN, INC. VOID ALL COUPONS SUBMITTED FOR REIMBURSEMENT AND ALL COUPONS MAY BE RETAINED AS PROPERTY OF NEWMAN'S OWN, INC., WITHOUT PAYMENT. THE 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.