



**WISE FOODS INCORPORATED
228 Raseley Street
Berwick, PA 18603**

COUPON REDEMPTION POLICY

This policy explains the terms and conditions under which Wise Foods Incorporated (hereinafter “Wise Foods Inc.”) will reimburse customers for coupon submissions. Proper store redemption of our coupons authorizes you to submit coupons for reimbursement by Wise Foods Inc. Your redemption of coupons signifies compliance with Wise Foods Inc’s requirements and any other use constitutes fraud.

Redemption at the Store

1. Coupons are redeemable, prior to the expiration date, only by a consumer purchasing the product(s) indicated, with the face value of the coupon deducted from the retail price.
2. The consumer must pay any applicable sales tax.
3. There is a limit of one coupon per purchase of the product and size(s) indicated. If coupons specify brand, size, or quantity, you must honor and comply with those specifications in the consumer purchase.
4. Only coupons received by Wise Foods Inc. within six (6) months of the expiration date on the face of the coupon will be honored.
5. Coupons are only redeemable by authorized retailers located in the United States, its territories and possessions, including Military Commissaries. Wise Foods Inc. will not honor coupons submitted by retailers for products purchased from sources outside of Wise Foods Inc’s normal channels of distribution. Coupons redeemed on salvaged, damaged, closeout or diverted product will not be honored.
6. Coupons are void if taxed, restricted, or prohibited by law.
7. Coupons may not be reproduced, photocopied, trimmed, altered, or in mint/mass cut condition. Any such coupons should not be redeemed by the retailer and any such coupons will not be accepted or reimbursed by Wise Foods Inc.
8. Coupons are non-assignable and are void if transferred from their original recipient to any other person, firm, or group. Wise Foods Inc. does not permit the unauthorized distribution, collection, sale, or assignment of its coupons for any reason. Coupons cannot be used in swap boxes, gathered and distributed by any person or group for charitable fund-raising purposes, or otherwise used in any way except as described in this Coupon Redemption Policy. Wise Foods Inc. reserves the right to confiscate and forward any coupons classified as misredeemable to law enforcement agencies for review and/or action.

Processing Coupons for Payment

9. Properly redeemed and identified coupons will be accepted by Wise Foods Inc. directly from the retailer or through a retailer clearinghouse. Coupons from unauthorized intermediary agents will not be accepted.
10. All applicable IRS reporting requirements must be complied with, including obtaining an appropriate taxpayer identification number.
11. Retailers will be reimbursed for the following three items under Sections 11A, B and C (and only these three items):
 - A. The face value stated on the coupon, or if the coupon calls for free merchandise, the retail-selling price (up to the stated maximum retail value).
 - B. For each properly redeemed coupon, retailers will be reimbursed for the face value for retail price on free-goods, plus 8¢ handling fee.
 - C. Reasonable out-of-pocket costs incurred for the physical transportation of the coupons to Wise Foods Inc. to or to its authorized agent, subject to the limitations described in this section. Wise Foods Inc. will not pay for any administrative or consolidation fees and, except as described in 11(C)(2) below, will not pay any other up charges that retailers or third party retailer agents may assess on or in lieu of such pass-through/out-of-pocket expenses. The transportation costs will be reimbursed as follows:
 1. For retailers who sort the coupons they have redeemed and submit them directly without the use of any third party agent, the retailer will be reimbursed for reasonable postage incurred indicated on the package received.
 2. For those retailers that are using a clearinghouse or billing agent, the retailer will be reimbursed at a rate equal to \$5.00 per thousand of coupons properly redeemed (\$5/M).
12. Coupon reimbursements and adjustments cannot be deducted from invoices or purchase orders. Invoice deductions and deduction fees are not in compliance with Wise Food Inc's Coupon Redemption Policy. Any such deductions will be considered unauthorized and must be repaid. Wise Foods Inc. may reduce retailers' market development funds by an amount equal to the unauthorized deductions taken.
13. Each shipment of coupons will be considered as a whole and Wise Foods Inc. reserves the right to refuse payment for an entire shipment if any portion of the shipment is found to be improperly redeemed.
14. On request, retailers must provide Wise Foods Inc. with legitimate proof-of-purchase documentation of sufficient stock to justify coupons presented for payment. Failure to provide Wise Foods Inc. with legitimate proof-of-purchase within thirty (30) days of request 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.
15. If false or misleading verification information is provided on a questionnaire to Wise Foods Inc., or to a certified clearinghouse, redemption privileges with Wise Foods Inc. may be permanently terminated.
16. It is the retailer's responsibility to ensure that their employees, agents and contractors comply with this Coupon Redemption Policy.
17. Wise Foods Inc. reserves the right to audit the coupon sorting and billing service of any retailer or agent involved in the coupon redemption process.

18. In the event a retailer payment is withheld, the retailer must appeal the decision to Wise Foods Inc. within six (6) months of the date of the notification. Appeals made more than six (6) months from the date of notification will not be considered.

Miscellaneous Terms

19. The cash redemption value of each coupon is 1/20 of one cent.

20. Failure to observe these terms and conditions for valid redemption may, at the sole discretion of Wise Foods Inc., void all coupons submitted for reimbursement and all coupons may be retained as property of Wise Foods Inc. without payment. Failure to enforce any terms or conditions hereof shall not be deemed a waiver of such terms or conditions. This policy may be amended by Wise Foods Inc. at any time and at its sole discretion.

21. Mail properly redeemed coupons and invoices to:

Wise Foods (#1175)
NCH Marketing
PO Box 880001
El Paso, TX 88588-0001

If you have any questions regarding payment of coupons submitted, call

NCH Marketing Services

1-800-833-7096

8:00AM and 4:30PM Central Time Monday through Friday

Alternatively, Write to:

NCH Marketing Services

155 Pfingsten Rd. Suite 200

Deerfield, IL 60015

If you have any questions regarding this policy, write to:

Wise Foods Incorporated

Attn: Marketing Dept.

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