

Paper Coupon Redemption Policy

T. Marzetti Company
Coupon Redemption Policy
Updated June 2015

Dear Retailer:

These are the terms and conditions for coupon redemption reimbursement for T. Marzetti Company and its subsidiaries, including Marzetti Frozen Pasta Inc., New York Frozen Foods Inc., The Quality Bakery Company, Inc., Sister Schubert's Homemade Rolls, Inc., and Flatout Inc. (collectively referred to herein as "**Marzetti**").

This Coupon Redemption Policy and the legal copy on **Marzetti** coupons (together, this "Policy") state the only terms and conditions under which **Marzetti** will reimburse its customers for coupon submission. Your acceptance and redemption of coupons for **Marzetti** products constitutes your acceptance of and binding agreement with all the terms and conditions in this Policy. It is the retailer's responsibility to ensure its employees are aware of and in compliance with this Policy.

Redemption of **Marzetti** coupons in accordance with all terms and conditions of this Policy authorizes you to receive appropriate payment for properly redeemed coupons.

Payment amounts for **Marzetti** coupons should not be deducted from payment of any **Marzetti** product invoices. Such deductions for either whole or partial payment amounts will not be accepted by **Marzetti** and will be added to your next invoice for immediate payment. Any attempt to deduct coupon claimed amounts, reimbursements or coupon adjustments from purchase orders or product invoices may, at Marzetti's sole option, void all coupons submitted for reimbursement.

1. Coupons are redeemable only in the United States of America.
2. Coupons are redeemable only when consumers purchase the brands/sizes/quantities/flavors indicated, prior to the expiration date, and retailers subtract the face value from the retail price of a **Marzetti** product. Coupons must be presented at time of purchase.
3. Retailers must submit coupons for reimbursement within 183 days after the expiration date of the coupon.
4. Consumer must pay any and all applicable taxes. Coupon cash value 1/100¢.
5. Only one coupon may be accepted by the retailer per **Marzetti** product purchased.
6. Coupons are void where prohibited, taxed or restricted by law; or when reproduced, altered, mutilated, or transferred from or sold by their original recipient to any other person, firm or group. Coupons are not to be used in swap boxes, taped to products, placed near Marzetti products, distributed for charitable fund-raising purposes, or redeemed in bulk.

7. For each properly redeemed coupon, retailers will be reimbursed for the face value, or the retail selling price up to the maximum indicated on **Marzetti** coupons for free merchandise, plus the handling fee as stated on each **Marzetti** coupon and reasonable postage (further defined below). No additional fees or charges will be accepted or paid.
8. Postage will be reimbursed at current actual uninsured rates. First Class U.S. postal rates will apply for shipments less than or equal to 13 ounces and United Parcel Service ground rates will apply for shipments which exceed 13 ounces.
9. **Marzetti's** (or its agent's) actual count of coupons received will be final and shall govern the payment of coupons under this Policy.
10. **Marzetti** reserves the right to deny reimbursement, retain and declare void any coupons presented for redemption when the following conditions occur: coupons are in mint/mass cut condition, or uniform mix coupons are submitted for reimbursement; retailer has insufficient stock to cover the number and types of coupons submitted; inability to verify retailer's address or business operations; fraud; system security breaches; or redemptions that are not in accordance with this Policy. Further, **Marzetti** reserves the right to forward any such coupons to enforcement authorities for review.
11. On request, retailers must provide **Marzetti** with proof of purchase of **Marzetti** products sufficient to cover coupons presented for payment.
12. Properly redeemed coupons must be submitted directly by the retailer or through an authorized clearinghouse only. Submission by unauthorized intermediary agents will not be accepted. Submissions must have a single store identification and address.
13. In the event a retailer payment is withheld, the retailer must appeal this decision of **Marzetti** within six (6) months of the date of the notification of non-payment. Appeals made after six (6) months will not be honored by **Marzetti**. Any lawsuit involving coupon payment disputes shall be brought within 12 months of the original date of notification or such claims shall be extinguished. Any such lawsuit shall be brought in a state or federal court in Franklin County, Ohio. Each party is responsible for its own attorney's fees and costs.
14. Any inconsistent use of this Policy constitutes fraud and, in addition to other legal remedies at the option of **Marzetti**, may void all coupons submitted for reimbursement and coupons may be retained by **Marzetti** without payment. Disclosure or redemption data to a third party by a retailer or intermediary is prohibited unless **Marzetti** has granted prior written consent to such disclosure.
15. Failure to enforce any terms or conditions of this Policy shall not constitute waiver of such provision or any other provision by **Marzetti**. No course of dealings between us, or any purchase order, invoice, retailer policy or similar document shall be construed to modify the terms of this Policy. **Marzetti** reserves the right, in its sole discretion, and without prior notice to any party, to modify, revise or eliminate any of the provisions of this Policy. This Policy is available to retailers and other customers for review upon written request. It is the retailer's responsibility to obtain updated copies of this Policy.

Unless otherwise specified on the coupon, send properly redeemed **Marzetti** coupons to:

T Marzetti 70200
One Fawcett Dr.
Del Rio, TC 78840

Please contact Brand Management at Marzetti if you are aware of any potential coupon fraud, or if you need any additional information about this Policy.

You can reach us at:

Brand Management – Coupon Offers
1105 Schrock Road, Suite 300
Columbus, OH 43229
614-846-2232

Sincerely,

T. Marzetti Company