



Coupon Redemption Policy

Berry Plastics Corporation

Updated February 13, 2015

Dear Retailer:

This Coupon Redemption Policy and the legal copy on **Berry Plastics** coupons state the only terms and conditions under which **Berry Plastics** will reimburse its customers for coupon submissions ("Policy"). Your acceptance and redemption of coupons for **Berry Plastics** products constitutes your acceptance of and binding agreement to 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.

1. Coupons are redeemable only in the United States of America.
2. Coupons are redeemable only when consumers purchase the brands/sizes/quantities indicated, prior to the expiration date, and retailers subtract the face value from the retail price of a **Berry Plastics** product.
3. Retailers must submit coupons for reimbursement within **60 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 **Berry Plastics** product purchased.
6. Coupons are void where prohibited, taxed, or restricted by law; or when reproduced, altered, or transferred from or sold by their original recipient to any other person, firm, or group.
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 **Berry Plastics** coupons for free merchandise, plus the handling fee as stated on each **Berry Plastics** coupon and reasonable postage (further defined below). No additional fees will be accepted or paid.
8. Reasonable out-of-pocket costs incurred for the physical transportation of the coupon (herein after referred to as Postage) to the Manufacturer or our authorized agent will be reimbursed as follows:
 - a. A minimum equal to the current first class postage rate (for mail that is a machinable, single piece, less than 1 ounce) or at a rate equal to \$20.00 per thousand of coupons redeemed.
 - b. Overnight or special handling rate packaging or delivery charges will not be reimbursed by the Manufacturer.
 - c. The Manufacturer will not reimburse for insurance costs.
 - d. No other service fees, fines or penalties will be allowed

9. **Berry Plastics'** (or its agent's) actual count of coupons received will be final and shall govern the payment of coupons under this Policy.
10. **Berry Plastics** 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; or redemptions that are not in accordance with this Policy. Further, **Berry Plastics** reserves the right to forward any such coupons to enforcement authorities for review.
11. On request, retailers must provide **Berry Plastics** with proof of purchase of **Berry Plastics** products sufficient to cover coupons presented for payment.
12. Coupon payments may not be deducted from payments of **Berry Plastics** product invoices.
13. 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.
14. In the event a retailer payment is withheld, the retailer must appeal this decision of **Berry Plastics** within six (6) months of the date of the notification of non-payment. Appeals made after six (6) months will not be honored by **Berry Plastics**.
15. Any inconsistent use of this Policy constitutes fraud and, in addition to other legal remedies, at its option, **Berry Plastics** may void all coupons submitted for reimbursement and coupons may be retained by **Berry Plastics** without payment.
16. Failure to enforce any terms or conditions of this Policy shall not constitute waiver of such provision or any other provision by **Berry Plastics**. **Berry Plastics** 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. It is the retailer's responsibility to obtain updated copies of this Policy.
17. Send properly redeemed **Berry Plastics** coupons to:

**Inmar Dept # 70052
Berry Plastics Corporation
1 Fawcett Drive
Del Rio, TX 78840**

Sincerely,

Berry Plastics Corporation