



## GORTON'S INC. COUPON REDEMPTION POLICY

Effective Date: July 1, 2012

### COUPON REDEMPTION POLICY STATEMENT

REDEMPTION OF COUPONS OF GORTON'S INC. AND ITS SUBSIDIARIES AND AFFILIATES ("GORTON'S") INDICATES ACCEPTANCE AND COMPLIANCE BY RETAILER ("RETAILER(S)") WITH THIS COUPON REDEMPTION POLICY ("POLICY"). GORTON'S AND ITS SUBSIDIARIES WILL REIMBURSE RETAILERS FOR COUPONS SUBMITTED TO GORTON'S ACCORDING TO THE TERMS AND CONDITIONS OF THIS POLICY, EXPLAINED BELOW. ANY ACCEPTANCE AND REDEMPTION OF GORTON'S COUPONS BY A RETAILER NOT IN ACCORDANCE WITH THIS POLICY MAY CONSTITUTE FRAUD AND GORTON'S WILL NOT REIMBURSE SUCH RETAILER FOR THE APPLICABLE COUPONS. NOTWITHSTANDING ANY COURSE OF DEALINGS BETWEEN RETAILER AND GORTON'S, NO PURCHASE ORDER, INVOICE, RETAILER-POLICY OR SIMILAR DOCUMENT WILL BE CONSTRUED TO MODIFY ANY OF THIS TERMS OF THIS POLICY.

#### Redemption at the Store

1. Coupons are redeemable and valid only in the United States of America, Military Commissaries and Exchanges in the United States of America, its territories, Puerto Rico, and US military bases overseas.
2. Coupons are redeemable only by an individual consumer in a retail transaction when the consumer purchases the brand, variety, size and/or quantity of product indicated on the applicable coupon, prior to the expiration date, and Retailers deduct the face value of the coupon, or up to the maximum value of 'free' coupons (currently \$9.99), from their retail price.
3. Coupons must be redeemed by the consumer on or before their expiration date. Only those coupons received by Gorton's manufacturer clearing agent within six months of their expiration dates will be honored.
4. Coupons have a cash value of 1/100 ¢. Consumer must pay any and all applicable taxes on Gorton's products.
5. Multiple coupons may not be used for the purchase of a single item. Only one coupon shall be honored for each item purchased.
6. Coupons are void where prohibited, taxed or restricted by law; when in mint or mass cut condition or uniform mix; or when reproduced, altered, or transferred from or sold by their original recipient to any other person, firm or group.

7. A coupon contained in or on a product package will not be good if it is removed from the package or offered for redemption in connection with the purchase of that package of the product or any other package of the product from which it has been removed. Such a coupon is good only when the customer has purchased the packaged product containing the coupon and then offers the coupon for redemption in connection with future purchases of packaged product which have not been opened or altered in any way. Note: This restriction does not apply to coupons that are designed as "Instant Redeem" coupons.
8. Gorton's will reimburse Retailers for (i) the face value of each properly redeemed coupon, or if the coupon calls for free merchandise, for the Retailer's selling price up to the maximum value (currently \$9.99); plus (ii) the handling fee of \$0.11 as stated on the face of each coupon; plus (iii) reasonable out-of-pocket costs incurred for the physical transportation of the coupons to Gorton's or to its authorized agent. **Gorton's will not pay for any ancillary, administrative or consolidation charges/fees and, except as described in (b) below, Gorton's will not pay any other upcharges that Retailer to its agent (if Retailer uses one) may assess on or in lieu of such pass-through/out-of-pocket expenses.** The transportation costs will be reimbursed as follows:
  - a) For Retailers who sort the coupons they have redeemed and submit them directly without the use of any third party agent, Retailer will be reimbursed for incurred reasonable postage (i.e. first class mail insured) or other reasonable shipping charges, as indicated on the package received.
  - b) For those Retailers that are using a clearinghouse or billing agent, Gorton's will reimburse Retailer at a rate equal to \$5.00 per thousand of coupons redeemed (\$5/M).
9. Postage will be reimbursed at a rate of up to \$10/1,000 coupons (\$.01/coupon).
10. In a two-count process, Gorton's actual count of coupons received will be final and shall govern the reimbursement thereof. In a one-count process the third party actual count will be accepted by Gorton's and its manufacturer clearing agent. However, occasional audits of the one-count process will be performed to insure the integrity of the third party count. Any discrepancies will be brought to the attention of the third party.
11. Gorton's reserves the right to deny reimbursement, retain and declare void, any coupons presented for redemption upon any of the following situations: mint or gang cut condition, uniform mix, reproduced or altered coupons are submitted for reimbursement; Retailer has insufficient stock to cover the number and type of coupons submitted; Gorton's is unable to verify Retailer's address or business operations; or any redemption procedure or reimbursement claim is not in accordance with the terms of this Policy. Gorton's reserves the right to forward submitted coupons to law enforcement agencies for review.
12. Coupons must be presented to Gorton's either by Retailers or a retail clearing agent approved by Gorton's or its manufacturer clearing agent. Submissions by unauthorized intermediary agents will not be accepted. Disclosure of redemption data to a third party or intermediary party is prohibited. Gorton's or its manufacturer clearing agent will not reimburse those Retailer coupons submitted on behalf of another Retailer, in so far that one or both of such Retailers have been placed on a "no pay" status by Gorton's and disclosed to such Retailer.
13. Gorton's reserves the right, at its sole discretion, for Gorton's or its manufacturer clearing agent to deal directly with Retailers on all matters pertaining to any coupon

reimbursement claim and to audit the coupon sorting and billing service of any agent involved in the coupon process.

14. Coupon reimbursements may not be deducted from payments of Gorton's invoices or purchase orders. Invoice deductions and deduction fees are not in compliance with Gorton's Policy.
15. In addition, any deductions from a Gorton's invoice made by a Retailer or wholesaler for reimbursement of *another* retailer's coupon submissions or associated retail or retail clearing agent fees of any kind are also expressly prohibited by this Policy.
16. Upon request, Retailers must provide proof of purchase or sufficient stock to cover coupons presented for payment and reserves the right to audit the coupon sorting and billing service of any Retailer or any agent involved in the handling process.
17. Retailer shall adhere to all Grocer Manufacturers of America (GMA) guidelines in the processing of all coupons submitted by retailers or their retail clearing agents to Gorton's.
18. In the event a retailer payment, or any portion thereof, is withheld, the retailer must appeal the decision in writing within nine (9) months of the date of the notification by Gorton's or its agent. Appeals made after the specified time will not be honored.
19. Gorton's will not reimburse Retailers for coupons accepted not in conformance with the foregoing; moreover, **failure to follow the above requirements may constitute fraud and may be punishable by law.** In the event that Retailer becomes aware of an attempt by another to use a counterfeit coupon or coupon that would be deemed void by Gorton's, Retailer will notify Gorton's immediately.
21. **Applicable Jurisdiction.** 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 lawsuit shall be filed and conducted in a state or Federal court located in Essex County, Massachusetts.
22. **RETAILER AGREES THAT FAILURE TO OBSERVE THESE TERMS AND CONDITIONS FOR PROPER REDEMPTION MAY, AT THE SOLE OPTION OF GORTON'S, VOID ALL COUPONS SUBMITTED FOR REIMBURSEMENT AND ALL COUPONS MAY BE RETAINED AS PROPERTY OF GORTON'S, WITHOUT PAYMENT. THE EXERCISE OR WAIVER, IN WHOLE OR IN PART, OF ANY RIGHT, REMEDY OR DUTY PROVIDED FOR IN THIS POLICY WILL NOT CONSTITUTE THE WAIVER OF ANY PRIOR, CONCURRENT OR SUBSEQUENT RIGHT, REMEDY OR DUTY UNDER THIS POLICY.**

To redeem coupons for Gorton's products, send coupons to:

Gorton's Inc.  
Inmar Department #44400  
1 Fawcett Drive  
Del Rio, TX 78840

If you have questions regarding this Policy or non-payment of coupons, write to:

Gorton's Inc.

c/o Inmar  
1 Fawcett Drive  
Del Rio, TX 78840  
800-285-7602