

**SunOpta Foods Inc.**  
**COUPON REDEMPTION POLICY**

**SunOpta Foods Inc.** or its affiliates (“SunOpta”) will reimburse retailers for coupon submissions according to the terms and conditions explained below. This Coupon Redemption Policy (“the Policy”) includes the following brands owned by SunOpta: SOWN™, Dream™, and Westsoy™.

**Your acceptance and redemption of SunOpta’s coupons constitute a binding agreement to honor the following requirements. 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 Policy.**

1. Coupons are redeemable only in the United States of America.
2. Coupons are redeemable only by an individual consumer in a retail transaction in which the face value of the coupons, or up to the maximum value ‘free’ coupons, was deducted from the price of the brand, variety, size and quantity of the product indicated on the coupons.
3. Coupons must be redeemed by the consumer on or before their expiration date.
4. Coupon cash value 1/100 of 1¢. Consumer must pay any and all applicable taxes.
5. Multiple coupons, including the use of a paper and a digital coupon, may not be used for the purchase of a single item.
6. There is a limit of two (2) identical coupons per household per day.
7. Coupons are void (a) where prohibited, taxed or restricted by law; or (b) when reproduced, altered, or transferred from or sold by their original recipient to any person firm or group.
8. Retailers are to use reasonable care in accepting coupons. Retailers shall not accept coupons that have been reproduced, photocopied, mutilated, trimmed or altered in any way. Retailers must have reasonable policies in place to prevent improper/fraudulent practices by consumer(s) in using coupons (including, without limitation, Internet print-at-home paper coupons which do not scan).
9. **SunOpta** does not permit the unauthorized distribution, collection, sale, or assignment of its coupons for any reason. Therefore, coupons are not to 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 Policy.
10. **SunOpta** will reimburse retailers for the face value of each coupon, or up to the maximum value of its ‘free’ coupons, plus the handling allowance as stated on the face of each coupon and reasonable postage fee for all properly redeemable coupons presented to **SunOpta**. No other handling fees will be allowed. Each shipment of paper coupons will be considered as a whole and **SunOpta** reserves the right to refuse payment for an entire shipment if any portion of the shipment is found to be improperly redeemed. Each coupon submission should include an invoice detailing the store name and address, date, invoice number, coupon quantity and value. Coupons submitted for reimbursement become the property of **SunOpta**. **SunOpta’s** actual count of coupons received will be final and shall govern their payment.
11. Postage for Print Coupons will be reimbursed as a reasonable, actual direct ground postage from Retailer to **SunOpta’s** processing agent, or from Retailer’s Clearinghouse to **SunOpta’s** processing agent. In either case, postage reimbursement for Print Coupons will not exceed \$0.04 per Coupon. All other postage and handling costs/fees (including insurance) are the responsibility of the Retailer as part of the initial \$0.08 handling fee per Coupon.
12. All retailers submitting coupons for redemption must comply with all applicable laws and regulations, including IRS reporting requirements, and must have an IRS taxpayer identification number.
13. Coupons may be issued by **SunOpta** in the form of a paper coupon (a “Print Coupon”) or through digital means, known as a digital or paperless coupon (a “Digital Coupon”). A Digital Coupon shall be issued only

through a **SunOpta**-authorized digital provider to a unique consumer id, which shall be tied to a particular Retailer.

14. **SunOpta** does not authorize Digital Coupons for display and redemption on mobile phones.
15. Invoices for Print Coupons received by **SunOpta** more than six months (180 days) after the expiration date on the face of the coupon will not be honored. Invoices for Digital Coupons must be presented to **SunOpta** within 30 days after expiration of the coupons.
16. **SunOpta** reserves the right to deny reimbursement, retain, and declare void any coupons presented for redemption when the following conditions occur: mint/mass cut or uniform mix coupons are submitted for reimbursement; insufficient stock to cover the number and type of coupons submitted; inability to verify retailer's address or business operations; or any redemption procedure which is not in accordance with the terms of this Policy. Further, **SunOpta** reserves the right to forward submitted coupons to law enforcement agencies.
17. Coupon reimbursements may not be deducted from payments of **SunOpta** invoices or otherwise offset against amounts owed by retailers (or their distributors) to **SunOpta**, unless specific agreements on resolving variances are developed and approved by **SunOpta** in writing. Any deductions from **SunOpta** invoices for reimbursement of coupon submissions are expressly prohibited by this Policy.
18. Coupons must be presented by retailers or a clearinghouse approved by **SunOpta** or its agent. **SunOpta** reserves the right to deal directly with retailers on all matters pertaining to any coupon submission and to audit the coupon sorting and billing service of any agent involved in the coupon process.
19. The retailer must present to **SunOpta**, upon request, point of sale and/or product movement reports showing sufficient purchase of stock to cover coupons submitted for payment. Product purchases must support the amount of coupons submitted and if the amount of coupons submitted exceeds the normal industry redemption figures, **SunOpta** may request supporting data (typically, transaction log data) to verify actual consumer transactions for the period involved. **SunOpta** may also require independent verification of transaction data, if available. **SunOpta** may deny reimbursement for coupons that are misredeemed (including, but not limited to, coupons that have been used to purchase products for resale).
20. In the event a retailer payment is withheld, the retailer must appeal this decision to **SunOpta** within 6 months of the date of the notification by **SunOpta** or its agent. Appeals made after the specified time frame will not be honored.
21. Any action or lawsuit involving coupon processing or payment must be brought within twelve (12) months of the original date of the coupon payment or such claims shall be deemed extinguished. Any such action or lawsuit must be filed and conducted in an appropriate state or federal court located in the State of Minnesota, and you hereby consent to this venue and acknowledge such court has personal jurisdiction over you for this matter.
22. Failure to observe these terms and conditions for proper redemption may, at the option of **SunOpta**, void all coupons submitted for reimbursement and all unpaid coupons may be retained as property of **SunOpta**.
23. Failure to enforce any terms or condition of this Policy shall not deem a waiver of them by **SunOpta**. Additionally, **SunOpta** 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.
24. Send properly redeemed **SunOpta** coupons to the appropriate address listed below:
  - (Brand name) CMS Department (#92099)  
One Fawcett Drive  
Del Rio, TX 78840  
For brand name – please insert appropriate brand – SOWN, Dream, or Westsoy

25. Coupons not issued or authorized by **SunOpta** (i.e., counterfeit or fake coupons) will not be paid and will not be returned to the submitter. Non-**SunOpta** coupons (i.e., coupons issued by other manufacturers) submitted to **SunOpta** will be returned to the submitter. Retailers or their agents suspected of any type of coupon fraud will be referred to the appropriate legal authorities for investigation. It may be FRAUD to present coupons for redemption other than as provided by this Policy.

*SunOpta Foods, Inc.*  
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