



Home Market Foods, Inc.
140 Morgan Drive
Norwood, MA 02062-5013

Main 781•948•1500
Fax 781•702•6171

Home Market Foods, Inc. Coupon Redemption Policy Updated 1/05/2009

Dear Retailer:

This Coupon Redemption Policy and the legal copy on **Home Market Foods, Inc.** coupons state the only terms and conditions under which **Home Market Foods, Inc.** will reimburse retailers or other customers for coupon submissions ("Policy").

YOUR ACCEPTANCE AND REDEMPTION OF COUPONS FOR HOME MARKET FOODS, INC. PRODUCTS CONSTITUTES YOUR ACCEPTANCE OF AND BINDING AGREEMENT WITH ALL THE TERMS AND CONDITIONS IN THIS POLICY. NO COURSE OF DEALINGS BETWEEN US, OR ANY PURCHASE ORDER, INVOICE, RETAILER POLICY OR SIMILAR DOCUMENT SHALL BE CONSTRUED TO MODIFY ANY OF THE TERMS OF THIS AGREEMENT.

It is the retailer's responsibility to ensure that 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 **Home Market Foods, Inc.** product.
3. Retailers must submit coupons for reimbursement within 90 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 **Home Market Foods, Inc.** product purchased.
6. Coupons are non-assignable and void where prohibited, taxed or restricted by law; or when reproduced, photocopied, altered, or transferred from or sold by their original recipient to any other person, firm or group.

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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 **Home Market Foods, Inc.** coupons for free merchandise, plus the handling fee as stated on each **Home Market Foods, Inc.** coupon and reasonable postage (further defined below). No additional fees will be accepted or paid.
8. Postage will be reimbursed at \$5.00 per 1,000 coupons.
9. **Home Market Foods, Inc.'s** (or its agent's) actual count of coupons received will be final and shall govern the payment of coupons under this Policy.
10. **Home Market Foods, Inc.** 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, **Home Market Foods, Inc.** reserves the right to forward any such coupons to enforcement authorities for review.
11. On request, retailers must provide **Home Market Foods, Inc.** with proof of purchase of **Home Market Foods, Inc.** products sufficient to cover coupons presented for payment.
12. All applicable IRS reporting requirements, including obtaining an appropriate taxpayer.
13. Coupon payments may not be deducted from or offset against payments of **Home Market Foods, Inc.'s** product invoices.
14. 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.
15. In the event a retailer payment is withheld, the retailer must appeal this decision of **Home Market Foods, Inc.** within six (6) months of the date of the notification of non-payment. Appeals must be made in writing with all supporting documentation, to the address set forth in paragraph 18, below. Appeals made after six (6) months will not be honored by **Home Market Foods, Inc.**
16. **Home Market Foods, Inc.** 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. **Home Market Foods, Inc.** reserves the right to audit the coupon sorting and billing service of any retailer or any agent involved in the handling process.



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18. Send properly redeemed **Home Market Foods, Inc.** coupons to:

Home Market Foods, Inc., CMS
Dept. #36669
1 Fawcett Drive
Del Rio, TX 78840

19. The terms of this Policy cannot be changed orally or by course of conduct.

20. In the event that any provision of this Policy is declared unenforceable by any arbitration or court, such declaration shall not affect the enforceability of any other provision of this Policy.

21. This Policy shall be construed and enforced in accordance with the procedural and substantive laws of the Commonwealth of Massachusetts. 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 such lawsuit shall be filed and conducted in a state or federal court located in Boston, Massachusetts. Each party shall be responsible for its own attorneys' fees and costs.

22. Failure to enforce any terms or conditions of this Policy shall not constitute waiver of such provision or any other provision by **Home Market Foods, Inc.**

23. Any inconsistent use of this Policy constitutes fraud and, in addition to other legal remedies at the option of **Home Market Foods, Inc.**, may void all coupons submitted for reimbursement and coupons may be retained by **Home Market Foods, Inc.** without payment.

Sincerely,

A handwritten signature in black ink, appearing to read "Mike".

Home Market Foods, Inc.

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