



Coupon Redemption Policy

REVISED April, 2011



CONAGRA FOODS COUPON REDEMPTION POLICY
AS OF April 20, 2011

This document outlines the terms and conditions governing the redemption of any ConAgra Foods coupons (both paper and digital) by its retailers or other customers. This ConAgra Foods Coupon Redemption Policy may be modified at any time by ConAgra Foods in ConAgra Foods sole discretion. Any ConAgra Foods Coupon Redemption Policy shall be available to retailers and other customers for review upon written request. The current ConAgra Foods Coupon Redemption Policy is set forth as follows:

YOUR REDEMPTION OF OUR COUPONS INDICATES YOUR ACCEPTANCE AND COMPLIANCE WITH THIS REDEMPTION POLICY (THE "AGREEMENT"). 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.

A. Redemption at the Store

1. Coupons are redeemable only by a consumer purchasing the flavor, quantity and size of the specific brands and product(s) stated on the coupon, with the face value of the coupon deducted from your retail price. Only one coupon shall be honored per customer for each offer as stated, i.e., no "stacking".
2. Coupons may not be reproduced, photocopied, mutilated, trimmed or altered in any way by the retailer or consumer.
3. Coupons are non-assignable and are void if transferred from their original recipient to any other person, firm or group. ConAgra Foods 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, taped to product or placed on hooks near ConAgra Foods products, gathered and distributed by any person or group for charitable fund-raising purposes, or otherwise used in any way except as described in Section A1 above.
4. Coupons are void if taxed, restricted, or prohibited by law.
5. The consumer is required to pay any applicable sales tax.
6. Coupons will be redeemed only at retail locations located in the United States, its territories and at U.S. Military bases.

B. Processing Coupons for Payment

1. ConAgra Foods will only accept properly redeemed and identified coupons:
 - (a) directly from the retailer; or
 - (b) through authorized retailer clearinghouse; or
 - (c) through retailer-billing agent; or
 - (d) through wholesaler-billing agent.
2. All applicable IRS reporting requirements, including obtaining an appropriate taxpayer identification number must be complied with by retailer and its agent.
3. To redeem coupons for ConAgra Foods, send properly redeemed coupons to the redemption address identified on the coupon.

C. Policy for Payment and Denials

1. You will be reimbursed for the following three (3) items only:
 - (a) Face value of coupons or if the coupon calls for free merchandise, for your retail-selling price (up to the stated maximum value printed on the coupon); and
 - (b) 8¢ for handling each coupon properly redeemed (the 8¢ covers the following costs: front-end handling by the retailer; store to headquarters accounting; store occupancy; sundry loss; cost of funds; and coupon processing which covers any special handling, invoice preparation, or other fees); and
 - (c) reasonable out-of-pocket costs incurred for the physical transportation of the coupons to us or to our authorized agent. **We will not pay for any administrative or consolidation fees and, except as described in (ii) below, we will not pay any other upcharges that you or your agent (if you use one) may assess on or in lieu of such pass-through/out-of-pocket expenses.** The transportation costs will be reimbursed as follows:
 - i) For retailers who sort the coupons they have redeemed and submit them directly without the use of any third party agent, you will be reimbursed for incurred reasonable postage (i.e. first class mail insured) or other shipping charges, as indicated on the package received.
 - ii) For those retailers that are using a clearinghouse or billing agent, we will reimburse you at a rate equal to \$5.50 per thousand of coupons redeemed (\$5.50/M).
2. Coupon claimed amounts, reimbursements and coupon adjustments cannot be deducted from product invoices or purchase orders. Invoice deductions and deduction fees are not in compliance with ConAgra Foods redemption policy and any attempt to take such deductions may, at the sole option of ConAgra Foods, void all coupons submitted for reimbursement.

3. ConAgra Foods reserves the right to request evidence of proof of purchase to show that sufficient stock was purchased within the last 90 days to justify the number of coupons submitted and reserves the right to audit the coupon sorting and billing service of any retailer or any agent involved in the handling process. Any failure to comply may void all coupons submitted.
4. ConAgra Foods will only accept properly redeemed and identified coupons: (a) directly from the retailer; or (b) through a ConAgra Foods authorized retailer clearinghouse, retailer-billing agent, or wholesaler-billing agent. Submissions must maintain proper single store identity and address. Electronic clearing or any other exceptions to our standard process require prior written agreement. ConAgra Foods reserves the right to deal directly with all retailers on all matters pertaining to any coupon submission. ConAgra Foods reserves the right to audit the coupon sorting and billing service of any agent involved in the handling process. Submission by unauthorized intermediary agents will not be accepted. Disclosure of redemption data to a third party by a retailer or intermediary party is prohibited.
5. **Applicable Jurisdiction:** Any lawsuit involving coupon processing or payment disputes shall be brought within 12 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 Omaha, Nebraska. Each party shall be responsible for its own attorneys' fees and costs.
6. If false or misleading verification information is provided on a questionnaire to ConAgra Foods, or a certified clearinghouse, redemption privileges with ConAgra Foods may be permanently terminated.
7. Each shipment of coupons will be considered as a whole and ConAgra Foods reserves the right to refuse payment for an entire shipment if any portion of the shipment is found to be improperly redeemed.
8. Failure to observe these terms and conditions for proper redemption may, at the option of ConAgra Foods, void all coupons submitted for reimbursement, and all coupons may be retained as property of ConAgra Foods without payment. ConAgra Foods reserves the right to forward coupons which ConAgra Foods judges to be misredeemed, to law enforcement agencies for their review and investigative purposes.

D. Miscellaneous Terms

1. The cash redemption value of each coupon is 1/20 of one cent.
2. It is FRAUD to present coupons for redemption other than as provided by this Agreement.
3. YOU AGREE THAT FAILURE TO OBSERVE THESE TERMS AND CONDITIONS FOR PROPER REDEMPTION MAY AT THE SOLE OPTION OF



ConAgra Foods, Inc.
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Updated: April 2011

CONAGRA FOODS VOID ALL COUPONS SUBMITTED FOR REIMBURSEMENT AND ALL COUPONS MAY BE RETAINED AS PROPERTY OF CONAGRA FOODS, WITHOUT PAYMENT. THE EXERCISE OR WAIVER, IN WHOLE OR IN PART, OF ANY RIGHT, REMEDY OR DUTY PROVIDED FOR IN THIS AGREEMENT WILL NOT CONSTITUTE THE WAIVER OF ANY PRIOR, CONCURRENT OR SUBSEQUENT RIGHT, REMEDY OR DUTY UNDER THIS AGREEMENT.