

**Terms for Proper Coupon Redemption for  
The Hershey Company Manufacturer Coupons  
Effective: January 1, 2016**

Acceptance and submission of The Hershey Company (“Hershey”) coupons by a retailer for redemption signifies the retailer’s compliance with the terms and conditions set forth below, which are incorporated into all Hershey coupons by reference, and any additional terms printed on Hershey coupons (collectively, the “Agreement”). **It is each retailer’s responsibility to ensure its employees, agents, and contractors are aware of and in compliance with this Agreement.** For any questions or need for further clarification, retailers should call Inmar Trade Relations at 1-800-285-7602 (M-F 9AM-4PM EST).

1. Coupons are redeemable only when consumers purchase the brands / product/flavors/ sizes / quantities indicated on the face of the Hershey coupon, prior to the expiration date, and retailers subtract the face value indicated on the Hershey coupon from the retail price of a Hershey’s product. Multiple Hershey Manufacturer coupons (two or more) may not be applied against the purchase of the same item (or items, where the Hershey coupon specifies that multiple Hershey products must be purchased to use the coupon).
2. Hershey reserves the right to limit the purchase quantities of shippers *with tearpad coupons* that may be offered to each retailer.
3. Retailers should not accept coupons that have been reproduced, mutilated, photo-copied, trimmed, or altered in any way.
4. The consumer is required to pay any sales tax charged in connection with the purchase of the product.
5. Coupons must not be accepted from a consumer after the stated expiration date. Only coupons received by Hershey within four months (120 days) of the expiration date on the face of the coupon will be honored.
6. Hershey will only accept properly redeemed and identified coupons: (a) directly from the retailer, or through authorized (b) retailer clearinghouse, (c) retailer-billing agent, or (d) wholesaler-billing agent, or (e) through a holder of our Certificate of Authority. Hershey reserves the right to deal directly with all retailers on all matters pertaining to any coupon submission. Submission by unauthorized intermediary retailer agents will not be accepted. Disclosure of redemption data to a third party by a retailer or intermediary party is prohibited without written agreement from Hershey.
7. For each properly redeemed coupon, Hershey will reimburse the following items:
  - A) Face value of coupons (or in the case of a “free goods” coupon, the amount specified as the shelf price, provided this price does not exceed the maximum value as stated on the coupon.)
  - B) 8¢ for handling; and
  - C) Postage at current uninsured rates. First Class U.S. postal rates will apply for shipments less than or equal to 13 ounces and United Parcel Service ground rates will apply for shipments which exceed 13 ounces. Postage reimbursement rate

shall be determined by Hershey, in its sole discretion. Overnight or special handling rate packaging or delivery charges will not be reimbursed by Hershey. Hershey will not reimburse for insurance costs. All clearinghouse fees and other costs are negotiated between the retailer and the clearinghouse and are covered by our handling fee.

D) No other service fees, fines or penalties will be allowed.

8. Hershey reserves the right to request evidence of proof of purchase and reserves the right to audit the coupon sorting and billing service of any retailer or any agent involved in the handling process. This includes, but is not limited to itemized invoices, product movement reports and other supporting data to verify actual customer transactions. If a retailer fails the review, they are put into No-Pay status.
9. No deductions can be made from Hershey product invoices by the retailer or wholesaler for amounts related to Hershey Manufacturer coupon redemption for any reason whatever. Such deductions for either whole or partial payment amounts will not be accepted by Hershey. Failure to observe this requirement could result in a claim of unfair price discrimination and subject the parties to legal action and retailer to revocation of its right to redeem our coupons. Unauthorized deductions may be collected through (a) retailer repayment, (b) Trade funds, or (c) EPP checks.
10. Hershey reserves the right to deny reimbursement, and retain, mark, and declare void any coupons presented for redemption that are:
  - A. In mint/mass cut condition or intact tearpads
  - B. Submitted in a uniform mix
  - C. Not supported by the retailer with sufficient stock to cover the number and types of coupons submitted
  - D. Submitted by a retailer whose address or business operations cannot be verified
  - E. Out of distribution area.
  - F. Have any other indications of misredemption
  - G. Not in accordance with this Policy
  - H. Counterfeit or appear to be counterfeit, as determined by Hershey in its sole discretion
11. Hershey reserves the right to forward any such coupons to law enforcement authorities or The Coupon Information Center (“CIC”) for review. Coupons, including store coupons, that were not issued or authorized by Hershey will not be paid and will not be returned to the submitter.
12. Legitimate coupons issued by another manufacturer, but erroneously submitted to Hershey’s clearinghouse will be returned to the submitter as “Foreigns.”
13. Coupons are valid only in the fifty United States, Puerto Rico, the District of Columbia, its territories and possessions and in US military installations worldwide including A.P.O.’s, and F.P.O.’s or as otherwise restricted on the coupon.
14. The terms and conditions of coupon offers, which are printed on the coupon, clearly set forth the offer and the intent of Hershey and override any technical issues, conflicts or scanning problems in the bar code.
15. Coupons are void where prohibited, taxed, or otherwise restricted by law. The cash redemption value of each coupon is 1/100 cent.

16. Hershey's (or its agent's) actual count of coupons received will be final and shall govern the payment of coupons under this Agreement.
17. Any legal action against Hershey arising from a coupon submission must be commenced within one (1) year of the date the coupon submission is received or such claims shall be extinguished. This Agreement shall be construed under and governed by the laws of the Commonwealth of Pennsylvania, without regard to its conflict of laws' provisions. Any controversy or claim arising out of or relating to this Agreement shall be settled by binding arbitration in the Commonwealth of Pennsylvania, or at such other location as may be mutually agreed upon by the parties, and in accordance with the procedural rules for commercial disputes set forth in the Comprehensive Arbitration Rules and Procedures of JAMS ("JAMS Rules and Procedures") then prevailing. Judgment upon the award rendered by the arbitrator(s) may be entered in any court within the Middle District of Pennsylvania having jurisdiction thereof. The arbitrator shall be selected pursuant to the JAMS Rules and Procedures. The arbitrator shall apply Pennsylvania law consistent with the Federal Arbitration Act and applicable statutes of limitations, and shall honor claims of privilege recognized at law.
18. In the event a retailer payment is denied, the retailer may appeal within six (6) months of the date of the notification of the denial. Appeals received at the address indicated in paragraph 28 below after six (6) months will not be considered.
19. Coupons are non-assignable and are void if transferred from, sold, traded, or auctioned by their original recipient to any other person, firm or group. Hershey does not permit the unauthorized distribution, collection, sale or assignment of its coupons for any reason. Hershey coupons are not to be used in swap boxes, taped to product or otherwise made available to consumers outside their intended means of distribution. Coupons may not be gathered and distributed by any person or group for charitable fund-raising purposes, or otherwise used in any way
20. No dispute resolutions shall be maintainable against Hershey if conducted more than six months following the date on which the Coupon submission is received.
21. Electronic clearing or any other exceptions to our standard process require prior written agreement. Please refer to Hershey's Digital (Paperless) Policy.
22. If false or misleading verification information is provided on a questionnaire or other means to Hershey, or a certified clearinghouse, redemption privileges with Hershey may be permanently terminated. Any retailer who fails to submit a questionnaire to Hershey's redemption agent after two attempts are made to secure this information will be denied payment for any and all coupons submitted.
23. Coupons submitted for reimbursement become the property of Hershey and will not be returned.
24. Under no circumstances will payments be issued to Post Office Boxes unless it is associated with an actual retail site.
25. Submitters who are out of business as of the date of reimbursement, do not sell Hershey products, or have been convicted of any criminal offense associated with manufacturers' promotions will not be reimbursed for any coupons submitted.
26. Hershey will use commercially reasonable efforts to mail payment within thirty (30) days

from receipt of a coupon submission and invoice by Hershey's agent. If a variance occurs between a retailer's coupon invoice and Hershey's payment, it will be explained.

27. Advertising and promotions developed and/or disseminated by the third parties and containing coupons for Hershey products must be approved by Hershey in writing or will be treated as void.
28. **Any use of coupons not consistent with this Agreement shall be treated as a material breach of this Agreement and may constitute fraud or violate other laws. Any such coupons submitted for redemption shall be void and will not be honored. Submission of coupons not legitimately redeemed could also result in prosecution. Acceptance or redemption of any coupon shall not constitute a waiver of Hershey's right to seek enforcement of any portion of this Agreement. Hershey may, in its sole discretion, withhold payment until such time as the retailer or its agent complies with these terms and conditions. Hershey reserves all of its rights and remedies in connection with any dispute over coupons submitted for redemption or these terms and conditions, up to and including business interruption.**

For redemption, send properly redeemed coupons to:

**The Hershey Company**  
c/o CMS Dept #34000  
One Fawcett Drive  
Del Rio, TX 78840

If you have any questions regarding the above Agreement, please contact:  
Inmar Trade Response Line at 1-800-285-7602

Thank You,  
The Hershey Company

**If you are aware of a situation possibly involving coupon fraud, you are urged to contact the Coupon Information Center at (703) 684-5307, as well as local law enforcement.**