



Smithfield Foods, Inc.
Coupon Redemption Policy
Updated 11/03/2016

This Coupon Redemption Policy ("Policy") states all terms and conditions governing the redemption of any coupons, paper and digital ("Coupons"), issued by Smithfield Foods, Inc. or any of its subsidiaries (together, "Smithfield"). Smithfield owned or licensed brands include, without limitation, Smithfield®, Eckrich®, Nathan's Famous®, Farmland®, Armour®, Cook's®, John Morrell®, Gwaltney®, Kretschmar®, Margherita®, Curly's®, Carando®, Healthy Ones®, and others. This Policy may be modified at any time by Smithfield Foods, Inc. in its sole discretion.

YOUR SUBMISSION OF A SMITHFIELD COUPON FOR REIMBURSEMENT CONSTITUTES YOUR ACCEPTANCE OF AND COMPLIANCE WITH THE TERMS AND CONDITIONS IN THIS POLICY. NO COURSE OF DEALING OR ANY PURCHASE ORDER, INVOICE, RETAILER POLICY OR SIMILAR DOCUMENT SHALL BE CONSTRUED TO MODIFY ANY OF THE TERMS AND CONDITIONS OF THIS POLICY OR GOVERN ANY SMITHFIELD COUPONS. ANY DIFFERENT, CONFLICTING, OR ADDITIONAL TERMS IN ANY DOCUMENT PROVIDED BY THE RETAILER, CLEARINGHOUSE, AGENT OR OTHER THIRD PARTY ARE HEREBY EXPRESSLY REJECTED.

1. Coupons are valid and redeemable only at retail locations located in the United States, its territories, possessions and at U.S. Military bases.
2. Coupons are redeemable only by a consumer purchasing the brands, sizes and quantities indicated on the coupon within the valid coupon offer dates. The face value of the Coupon shall be deducted from the actual retail selling price. Only one Coupon shall be honored per customer for each item purchased.
3. Coupons are void where prohibited, taxed or restricted by law; or when reproduced, photocopied, mutilated, trimmed or altered in any way by the retailer or consumer.
4. Coupons are non-assignable and are void if transferred from their original recipient to any other person or entity. Smithfield does not permit the unauthorized distribution, collection, sale, or assignment of its Coupons for any reason. Therefore, Coupons shall not be used in swap boxes, taped to product or placed on hooks near Smithfield products, gathered or distributed by any person or group for charitable fund-raising purposes, or otherwise used in any way except as described in this Policy or expressly approved in writing by Smithfield.
5. Consumers are required to pay any applicable sales tax.
6. The cash value of each Coupon is 1/20 of one cent, unless specified otherwise on the face of the Coupon.
7. Coupons accepted by a retailer after the expiration date of the Coupon offer, as stated on the face of the Coupon, are void and will not be accepted for reimbursement.
8. Properly redeemed Coupons must be submitted directly by the retailer or through an authorized clearinghouse only. Submissions by unauthorized intermediary agents will not be accepted. Smithfield encourages retailers participating in digital coupon promotions to use industry standard formats for reading, writing and transmitting data and to implement industry standards for digital Coupon promotions to avoid misredemptions.
9. Smithfield reserves the right, in its sole discretion, to withdraw, modify and/or and/or refuse reimbursement for any Coupon offer (paper or digital) at any time due to fraud, errors, unauthorized activity, or security concerns.
10. All applicable IRS reporting requirements must be complied with by the retailer and its agent.

11. Valid Coupons must be sent to the redemption address identified on the Coupon for reimbursement.
12. Valid and properly submitted Coupons will be reimbursed for the following items only:
 - a. face value of the Coupon or, if the Coupon calls for free merchandise, for the retail-selling price (up to the stated maximum value printed on the Coupon)
 - b. 8¢ (\$0.08) for handling each properly redeemed Coupon; and
 - c. reasonable out-of-pocket costs incurred for the physical transportation of the Coupons to Smithfield or its authorized agent, subject to a cap determined by Smithfield.
13. For digital Coupons, Smithfield reserves the right to deny reimbursement for Coupons which exhibit signs of tampering, abuse, fraud, or misredemption, including, but not limited to, accuracy or quality issues in data files, excessive or unusual patterns of redemption, use of multiple Coupons (digital and/or paper) for the purchase of a single item and any other unusual or excessive redemption activity.
14. Coupon reimbursements may not be deducted from payments of Smithfield product invoices and any attempt to take such deductions may, at the sole option of Smithfield, void all Coupons submitted for reimbursement.
15. On request, retailers must provide Smithfield with proof of purchase of Smithfield products sufficient to cover Coupons presented for reimbursement. Smithfield reserves the right to audit the coupon sorting and billing service of any retailer or agent involved in the handling process.
16. Smithfield and its agent will endeavor to make reimbursement payments within thirty (30) days from receipt of a Coupon submission and invoice.
17. In the event a Coupon reimbursement is denied by Smithfield or its agent for any reason, the retailer may appeal the decision to Smithfield but must do so within six (6) months of the date of the notification of non-payment. Appeals made after six (6) months will not be honored by Smithfield.
18. Any lawsuit involving Coupon processing or payment disputes shall be brought within twelve (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 Norfolk, Virginia. Each party shall be responsible for its own attorneys' fees and costs.
19. If false or misleading information is provided on any documents or in any communications to Smithfield or its agent in connection with a Coupon reimbursement, redemption privileges with Smithfield may be permanently terminated.
20. Each shipment or issuance of Coupons will be considered as a whole and Smithfield reserves the right to refuse payment for an entire shipment/issuance if any portion of the shipment/issuance is found to be improperly redeemed.
21. Failure to observe these terms and conditions for proper redemption may, at the option of Smithfield, void all Coupons submitted for reimbursement and all Coupons may be retained as property of Smithfield without payment. Smithfield reserves the right to forward Coupons, which Smithfield judges to be misredeemed, to law enforcement agencies for their review and investigative purposes.
22. Advertising and promotions developed and/or disseminated by a third party and containing Coupons for Smithfield products must be approved by Smithfield or will be deemed void.
23. It is FRAUD to present Coupons for redemption other than as provided by this Policy.
24. The exercise or waiver, in whole or in part, of any right, remedy, or breach under this Policy shall not constitute the exercise or waiver of any other right, remedy, or breach under this Policy.
25. In the event of any conflict between a term or condition in this Policy and on the face of a Coupon, the terms and conditions in this Policy shall supersede and govern.