

**Nestlé® Stouffer's REWARDS Program (the "Program")**  
**OFFICIAL TERMS AND CONDITIONS**

*Currency Date: July, 2015*

This Program is intended for viewing and participation in CANADA only and shall be construed and evaluated according to the laws of CANADA. Please do not proceed if, at the time of entry, you have not reached the age of majority in your province of residence and are not a legal resident of CANADA.

1. **PROGRAM:** The Program will start on or about March 1, 2012 at 12:00:01 PM Eastern Time (ET). The Program may, from time to time, be restricted, suspended, cancelled, amended or otherwise altered without notice (except as may be required by applicable law) and in the sole discretion of the Sponsor. By joining the Program and continuing as a Rewards Member, you acknowledge that Nestlé Canada Inc. (the "Sponsor") assumes no contractual or legal responsibility to you. The accumulation of Points does not entitle a Rewards Member to any vested rights and, in accumulating Points, a Rewards Member may not rely upon the continued availability of any Offer, premium or other benefit. The Sponsor specifically reserves the right to amend, alter, withdraw or terminate Offers (in whole or in part), any secondary program, benefit or these Official Terms and Conditions either with or without notice. Any such changes may affect Points which a Rewards Member has already accumulated as well as any future accumulation of Points.

2. **ELIGIBILITY:** To be eligible to participate in the Program, a person must be a resident of Canada, have reached the age of majority in his/her province of residence, have access to the internet and have a valid email address. Persons in any of the following categories are NOT eligible to participate in the Program: (a) any person who, at any time on or after January 1, 2011, was or is a director, officer, employee or agent of the Sponsor, or its parent, subsidiaries, franchisees, or service agencies; and (b) individuals engaged in the development, production or distribution of materials for the Program or engaged in the administration or execution of the Program (collectively the 'Program Entities'), and (c) any person domiciled with any of the above. No partnerships, corporations, trusts, associations or other entity of any kind may hold membership in the Program. Membership is solely for the benefit of the Rewards Member, therefore membership will be maintained in the name of the member and is not transferable in whole or in part.

3. **HOW TO PARTICIPATE AND COLLECT POINTS:** In order to participate in the Program, you will need to become a Stouffer's Rewards Member (a 'Rewards Member') by registering for a Stouffer's Rewards Account (an 'Account') at [www.stouffers-rewards.ca](http://www.stouffers-rewards.ca) (the "Website"); individuals who had registered for the Stouffer's 'Free Grocery Offer' between May 6, 2011 and February 28, 2012 have automatically had their existing account and accumulated PINs converted to an Account and to Points (at a ratio of 250 Points per PIN) for the purposes of the Program. In order to register for an Account, you will be required to fill in the requested information including a valid and complete mailing address. Registering for an Account is free. You may register only once. Once you submit the form, you will be registered and a Rewards Member.

To participate in the Program you will need to submit a valid unique 13 character PIN (a 'PIN') found on the inside of specially-marked participating Nestlé Stouffer's products (packages have a 13 character PIN). See Paragraph 22 below for a list of current participating Nestlé Stouffer's (and LEAN CUISINE®) products. Once you have become a Rewards Member, you will only be required to log into your Account by entering your email address and password. Upon successfully logging into your Account, you may then submit your PINs by following the instructions to enter a valid PIN and clicking 'Submit'. For each valid PIN submitted, 250 points ('Points') will be credited to your Account towards a current rewards

Offer (350 Points for eligible LEAN CUISINE® Fresh Inspiration products). You will automatically receive 100 Points when you first register for an Account and can also receive 20 additional Credits when you use the “Tell a Friend” function on the Website (on first referral only). Points have no monetary value whatsoever and cannot, under any circumstances, form the basis of a monetary claim against the Sponsor.

As of Thursday September 27th 2012, you can merge your Account with your Lean Cuisine® rewards program account. To register for a Lean Cuisine® rewards program account, visit <https://www.leancuisine.ca/en/registration/signup/>. Rewards Members with an existing Account prior to Thursday September 27th, 2012 will have the opportunity to merge their accounts. Note that (i) where your Account and your Lean Cuisine® rewards program account are associated with the same email, you will be required to merge the accounts and (ii) where you elect not to merge your Account with your Lean Cuisine® rewards program account, a new Lean Cuisine® rewards program account will be automatically created using the account information you provide during the merge process. New Rewards Members who create or merge their account after Thursday September 27th, 2012 will be able to sign in to the Lean Cuisine® rewards program using their Account information. By merging accounts, you will be able to consolidate your Points from each program, allowing you to earn rewards faster. For details regarding the Lean Cuisine® rewards program, visit <https://www.leancuisine.ca/en/> and see <http://www.leancuisine.ca/en/products/> for current list of participating Lean Cuisine® products.

PINs are valid only for 1 year following the date of product purchase. As of [insert month], 2013, all PINs issued on or before December 31, 2010 are void.

4. The OFFERS: For a list of current offers (“Offers”) and corresponding required Points levels, see <https://www.stouffers-rewards.ca/Reward/Catalogue>. Available Offers and required Points are subject to change without notice and Rewards Members should check the Website for the current list of Offers and required Points levels.

5. REDEEMING POINTS: In order to qualify for an Offer, you must accumulate the required number of Points in your Account (which may include points/credits accumulated through the Lean Cuisine® rewards program, as discussed in paragraph 3 above). Once a sufficient number of Points have been successfully accumulated, you may submit through the Website a request to redeem the Points for an eligible Offer. Sponsor reserves the right to substitute a different Offer of equal or greater value in cases where the selected Offer is unavailable. Once Sponsor has issued all available quantities of a particular Offer regardless of the number of Points accumulated by a Rewards Member, Rewards Members can no longer redeem their Points for that particular Offer. Allow 6-8 weeks from the time you submitted your redemption request to receive your Offer in the mail. For Offers that consist of food products, a coupon for the applicable food product will be mailed to you, which can be redeemed at any Canadian retail store that sells the applicable food product and accepts manufacturer coupons. Additional conditions may apply to specific Offers. Coupons, gift cards and other similar Offers obtained through the Program are subject to all terms and conditions applicable thereto, which may only be communicated to you upon your receipt of the applicable coupon, gift card or other similar Offer. In particular, but without limitation, in general coupons obtained through the Program will not be valid in combination with any other offers and consumers will be limited to using one coupon per purchase. At the discretion of the Sponsor, any Rewards Member may be required to provide the original PIN(s) from the participating product packaging and/or proof of purchase (in the form of an original receipt or other documentation as required by the Sponsor). Failure to supply the original PIN(s) upon request could result in disqualification and the Offer will be forfeited. The Sponsor and its affiliates are not responsible for Offers not received due to incomplete or inaccurate mailing addresses as entered on a Rewards Member’s Account profile or for resending Offers to Rewards Members who have moved and failed to update their mailing address on

their profile online at the Website. Rewards Members must advise the Sponsor immediately of any changes to his/her status (including but not limited to change in residency status or contact information); to update Account information, follow the instructions on the Website.

6. RETURNS: Rewards Members may return an Offer redeemed within 10 days of receipt of the Offer if the product is defective. In the event of a defective product the shipping costs for returned Offers will be borne by Sponsor. Redeemed Offers proven to be defective will be replaced and the Sponsor will cover all shipping charges.

7. TAXES: Rewards Members shall be responsible for any taxes, levies or other charges imposed by or with the authority of any government or governmental authority in respect to any Offers claimed.

#### **CONDITIONS OF PARTICIPATION:**

8. By participating in the Program, Rewards Members (i) acknowledge compliance with these Official Terms and Conditions including all eligibility requirements and, (ii) agree to be bound by the decisions of the Sponsor, made in its sole discretion, which shall be final and binding in all matters relating to the Program. Rewards Members who have not complied with these Official Terms and Conditions are subject to disqualification from the Program.

9. Any PINs or Points obtained through unauthorized or illegitimate sources/channels (including any PINs or Points purchased or obtained online, or at a live auction; any PINs which are not original, are illegible, have been tampered with, mutilated, altered, reproduced, stolen, forged or counterfeited; or any PINs which are irregular, marked improperly; or which contain printing or production errors, or any errors in any way; or any PINs for which the Account holder does not have an original receipt as proof of purchase) will be void at the discretion of the Sponsor.

10. Points and Offers as redeemed are considered to belong to the individual Account holder and cannot be assigned, traded, willed or otherwise transferred. Any assignment or transfer in violation of these Official Terms and Conditions will be void and may, at the discretion of the Sponsor, result in the loss of membership or the cancellation of the affected Offer or Points, as the case may be. If a dispute arises regarding who submitted a Points redemption request, the request will be deemed to be submitted by the registered Rewards Member associated with the Account; Rewards Members are responsible for maintaining the confidentiality of their Account password.

11. As a condition of registering for and participating in the Program, Rewards Members agree: (a) to release Sponsor, and its affiliates and its and their respective officers, directors, employees and agents, from any and all liability, loss or damage incurred with respect to participating in the Program and/or receiving any Offer, (b) that under no circumstances will Rewards Members be permitted to obtain awards for, and Rewards Member hereby waives all rights to claim punitive, incidental, consequential, or any other damages, other than for actual out-of-pocket expenses; (c) all causes of action arising out of or connected with the Program, shall be resolved individually, without resort to any form of class action; and (d) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, excluding legal fees and court costs.

12. Membership and participation in the Program is individual and non-transferable.

#### **PROGRAM OPERATION:**

13. The Sponsor shall be under no obligation to continue the Program or to provide any notice of its termination.

14. Sponsor reserves the right in its sole discretion to cancel, modify or suspend the Program and available Offers at any time if fraud, technical failures, including any network server or hardware failure, viruses, bugs, errors in programming, or any other errors or other causes corrupt the administration, security, integrity or proper conduct or operation of the Program.

15. Sponsor assumes no liability to a Rewards Member whatsoever, including without limitation, liability by reason of the termination of or amendment to Offers in whole or in part or any change to reward or Points levels. Sponsor is not responsible for any problems that may arise, including but not limited to; (a) lost, interrupted, inaccessible or unavailable networks, servers, satellites, internet service providers, web sites (including the Website), or other connection, availability or accessibility problems arising in connection with the Program; or (b) communications failed, jumbled, scrambled, delayed, or misdirected computer, telephone, cellular or cable transmissions or hardware or software malfunctions, failures or difficulties; or (c) for any other errors of any kind relating to or in connection with the Program or any Offer, whether human, mechanical, clerical, electronic, or technical in nature; or (d) the incorrect or inaccurate capture of information, or the failure to capture any information in connection with the Program or any Offer; or (e) damage to a user's system occasioned by participation in the Program or downloading any information necessary to participate in the Program. Sponsor does not warrant that access to the Program or the Website will be uninterrupted.

#### **DISCLOSURES:**

16. Any attempt by a Rewards Member or other individual, to deliberately damage any website (including the Website) or undermine the legitimate operation of the Program, including but not limited to any fraudulent claims, is a violation of criminal and civil laws. Should such an attempt be made, Sponsor reserves the right to seek remedies and damages from any such individual, to the fullest extent permitted by law, including criminal prosecution. Any Rewards Member engaging in any of the foregoing activities may be disqualified and will forfeit all accumulated Points and entitlement to any Offers.

17. In the event of any discrepancies between the English language version and the non-English language version of these Official Terms and Conditions, the English version shall prevail.

18. In the event of any conflict with any Offer details contained in these Official Terms and Conditions and Offer details contained in any Offer materials (including but not limited to point of sale, television, and print advertising, promotional packaging, and other promotion media), the details of the Offer as set forth in these Official Terms and Conditions shall prevail.

19. The invalidity or unenforceability of any provision of these Official Terms and Conditions shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Terms and Conditions shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. In particular, Sponsor's employees are not authorized to waive, modify or amend any provision or provisions of these Official Terms and Conditions in any manner whatsoever.

20. Personal information collected from Rewards Members will be used by the Sponsor solely for the purpose of administering the Program. Sponsor will not sell, share or otherwise disclose personal information of Rewards Members with third parties or agents, other than to third parties or agents engaged by Sponsor to fulfill the above purposes or as permitted or required by the applicable laws. All

Rewards Member information will be subject to the Sponsor's privacy policy as amended from time to time in accordance with its terms (see [www.nestle.ca/en/support/privacy.htm](http://www.nestle.ca/en/support/privacy.htm)).

22. PARTICIPATING PRODUCTS: Specially marked participating Stouffer's products are subject to change without notice and Rewards Members should check the Website for the current list of participating Stouffer's products. See <https://www.stouffers-rewards.ca/Home/WhereToFindPins> for current list of participating Stouffer's products. As of the currency date first noted above (unless otherwise noted below), the following specially marked participating Stouffer's (and LEAN CUISINE®) products will have eligible PINs:

Lean Cuisine Selections:

- Lean Cuisine Meat Lasagna
- Lean Cuisine Cheese Cannelloni
- Lean Cuisine Chicken Carbonara
- Lean Cuisine Chicken Thai Peanut Sauce
- Lean Cuisine Sweet and Sour Chicken
- Lean Cuisine Chicken Parmigiana
- Lean Cuisine Honey Mustard Chicken
- Lean Cuisine Oriental Ginger Beef Stirfry
- Lean Cuisine Chicken and Vegetables
- Lean Cuisine Glazed Chicken
- Lean Cuisine Chicken Fettuccine
- Lean Cuisine Italian Cheese Ravioli
- Lean Cuisine Chicken a l'Orange
- Lean Cuisine Chicken in Wine Sauce

Lean Cuisine Fresh Inspirations (PINs starting Fall2013 with all of the following products expected to have PINs by Spring 2014):

- Lean Cuisine Fresh Inspirations Chicken Teriyaki
- Lean Cuisine Fresh Inspirations Chili Lime Beef
- Lean Cuisine Fresh Inspirations Mediterranean Chicken
- Lean Cuisine Fresh Inspirations Roast Garlic Chicken
- Lean Cuisine Fresh Inspirations Shrimp Alfredo
- Lean Cuisine Fresh Inspirations Thai Chicken

Stouffer's® Entrees:

- Stouffer's Macaroni & Cheese
- Stouffer's Meat Lasagna
- Stouffer's Grilled Balsamic Chicken
- Stouffer's Barbecue Chicken
- Stouffer's Thai Ginger Beef
- Stouffer's Chicken Alfredo
- Stouffer's Salisbury Steak
- Stouffer's Turkey and Stuffing
- Stouffer's Herb Grilled Chicken
- Stouffer's Fried Chicken Breast
- Stouffer's Homestyle Meatloaf
- Stouffer's Beef Pot Roast
- Stouffer's Veal Parmigiana

Bistro Crustini:

- Stouffer's Bistro Crustini Chicken Alfredo
- Stouffer's Bistro Crustini Chicken Broccoli Cheddar
- Stouffer's Bistro Crustini Turkey Bacon Club
- Stouffer's Bistro Crustini Italian 5 Cheese
- Stouffer's Bistro Crustini Philly Steak and Cheese
- Stouffer's Bistro Crustini BBQ Chicken
- Stouffer's Bistro Crustini Meatball Mozzarella
- Stouffer's Bistro Crustini Pepperoni
- Stouffer's Bistro Crustini Light Chicken Parmesan
- Stouffer's Bistro Crustini Light Cheddar Club

Bistro Panini:

- Stouffer's Bistro Panini Barbecue Chicken & Bacon
- Stouffer's Bistro Panini Smoked Turkey Club
- Stouffer's Bistro Panini Philly Steak & Cheese