



# 2025 Achieve Maximum Points Program (AMP)

This Agreement is made between The Hershey Sales Company ("Hershey") and the undersigned customer ("Customer"). Hershey sells snack products manufactured by The Hershey Company ("Hershey Products"). Customer owns convenience store retail outlet(s) that offer Hershey Products for sale to the public. Hershey and Customer wish to establish a program for the promotion of Hershey Products on the terms and conditions contained below and on page 2 of this agreement.

<b>Physical Address</b>			<b>Payment Address</b>		
DBA Name:			Payee/DBA Name: (no personal names)		
Address: (no PO Boxes)			Address or PO Box:		
City:	State:	Zip:	City:	State:	Zip:
E-Mail Address/Fax:			<input type="checkbox"/> New Contract	<input type="checkbox"/> Re-Enrollment Contract	# of Stores Enrolling (attach list with addresses)

**AMP Program eligibility requires participation in both components: Distribution & Promotional Pre-Packs**  
**All levels will be paid based on performance. Minimum \$1500 purchase required to participate. Subject to the terms and conditions on the back of this form.**  
**Hershey Partnership Points: Start Earning Rebate at 350 Points per half year = 3.5%**  
**Payout Every Additional 50 Points, Maximum Rebate 1,000 Points per half year = 10% on CMG Purchases**

<b>#1</b> (Distribution) Max Rebate 6.5%	<b>DISTRIBUTION POTENTIAL MAX REBATE ---&gt; 650 POINTS = 6.5%</b>			<b>PRE-BOOK SEASONAL BOXES</b>				
	<b>Item Distribution Points - 400 Points = 4%</b>			<b>Full Year Seasonal Participation - 50 Points = 0.50%</b>				
	Top 75 Selected Everyday Items	4 pts per SKU	300 Points = 3.00%	Maintain or Grow Net SKU Count in Each Season Per Half		1H - Easter, 2H - HWN & Holiday		50 points = 0.50%
	Other Items up to 50 SKU's	2 pts per SKU	100 Points = 1.00%					
	<b>Additional Distribution Incentives: Carry 100+ Total Hershey SKU's in a half year - 100 Points = 1.0%</b>			<b>Target Ship Month</b>	<b>Qty.</b>	<b>Season</b>	<b>Box Description</b>	<b>Item #</b>
	Carry 100+ Total Hershey SKU's Per Half			Jan		Easter	Reese's Easter Milk Egg King Size 2.4oz 6/24ct.	34000-47362
				Jan		Easter	Reese's Easter Milk Egg Std 1.2oz 6/36ct	34000-47322
				Jan		Easter	Cadbury Creme Egg Std. 1.2oz 6/48ct.	34000-06852
	<b>Carry all Top 75 Hershey SKU's in a half year - 50 points = 0.50%</b>			Sep		Halloween	Reese's Halloween Pumpkin King Size 2.4oz 6/24ct.	34000-47367
	Carry all Top 75 Hershey Skus Per Half			Sep		Halloween	Reese's Halloween Pumpkin Std 1.2oz 6/36ct.	34000-47325
<b>Achieve Item Count Growth - 50 Points = 0.5%</b>			Nov		Holiday	Reese's Holiday Tree King Size 2.4oz 6/24ct.	34000-47369	
Achieve Total Store Item Count Growth Over Same Half Prior year			Nov		Holiday	Reese's Holiday Tree Std 1.2oz 6/36ct.	34000-47327	
			Nov		Holiday	Reese's Holiday 1lb. Cups 6ct.	34000-93741	

<b>Optional</b>	<b>Innovation &amp; Fast Start Options</b>	
	<input type="checkbox"/> Innovation: Check to automatically receive Innovation SKU's during the 1H & 2H to assist in achieving item count growth	<input type="checkbox"/> Fast Start Distribution: Check to automatically receive one box each of 5 SKU's from the list of Top 75 four Point items to kickstart 1H & 2H distribution

<b>#2</b> (Pre-Packs) Max Rebate 3.5%	<b>Requirements ---&gt; MUST Take Minimum 1 Pre-Pack Unit (CU, PW or Shipper) in Required Months: March, May, July, September, November</b>		
	<b>POTENTIAL MAX REBATE ---&gt; 350 POINTS = 3.5%</b>		
	<b>Select Minimum of 3 Counter Units, Power Wings or Shippers per half - Receive Points based on What You Achieve</b>		
	<b>Carry Minimum 3 Chocolate &amp; 1 Sweets Shipper, Power Wing or Counter Unit In Each half year - Additional 50 Points = 0.50%</b>		
	<b>All Counter Units and Power Wings</b>	<b>All Shippers</b>	
<b>Earn 15 Points Each</b>		<b>Earn 40 Points Each</b>	

1H Pre-Packs					2H Pre-Packs										
Month	Type	Qty.	Promotional Pre-Pack Description		Item #	Month	Type	Qty.	Promotional Pre-Pack Description		Item #				
Jan	Shipper		Hershey's Waffle Cone Assorted Standard Bar 180ct. 3-in-1 Shipper		34000-94616	Jul *Required*	Shipper		Road Trip Assorted Standard Bar 186ct. Shipper		34000-94619				
Jan	CU/PW		Hershey's Assorted Standard Bar 144ct. 2-in-1 CU/PW		34000-20717	Jul *Required*	CU/PW		Variety Brands Assorted Standard Bar 96ct. 2-in-1 CU/PW		34000-45651				
Jan-Feb	Shipper		Reese's Easter Assorted Standard & King Size 180ct. 3-in-1 Shipper		34000-48650	Aug	Shipper		Kit Kat Limited Edition Mango Assorted King Size 190ct. 3-in-1 Shipper		34000-45656				
Jan-Feb	CU/PW		Reese's Easter King Size 72ct. 2-in-1 CU/PW		34000-94621	Aug	CU/PW		Jolly Rancher Ropes Assorted 48ct. Peg Bags		10700-55735				
Feb	Shipper		Reese's Big Cup Filled with Lava Asstd King Size 188 ct. 3-in-1 Shipper		34000-45661	Sept *Required*	Shipper		Reese's Innovation Assorted King Size 184ct. 3-in-1 Shipper		TBD				
Feb	CU/PW		Reese's Big Cup Filled with Lava Assorted King Size 96ct. 2-in-1 CU/PW		34000-45660	Sept *Required*	CU/PW		Reese's Innovation Assorted King Size 104ct. 2-in-1 CU/PW		TBD				
March *Required*	Shipper		Reese's NCAA Assorted King Size 186ct. 3-in-1 Shipper		34000-94617	Sept-Oct	Shipper		Reese's Halloween Assorted King Size 144ct. 3-in-1 Shipper		34000-94623				
March *Required*	CU/PW		Reese's NCAA Assorted King Size 108ct. 2-in-1 CU/PW		34000-94366	Sept-Oct	CU/PW		Reese's Peanut Butter Pumpkins King Size 72ct. 2-in-1 CU/PW		34000-48649				
April	Shipper		Kit Kat* Vanilla Assorted King Size 184ct. 3-in-1 Shipper		34000-31935	Oct	Shipper		Payday Assorted King Size 184ct. 3-in-1 Shipper		34000-45652				
April	CU/PW		Kit Kat* Vanilla Assorted King Size 67ct. 2-in-1 CU/PW		34000-45663	Oct	CU/PW		Kit Kat* Standard Bar 72ct. 2-in-1 CU/PW		34000-43395				
May *Required*	Shipper		Reese's Big Cup Filled with Peanut Butter & Jelly Asst. King Size 190ct. 3-in-1 Shipper		34000-48370	Nov *Required*	Shipper		Reese's NCAA Assorted King Size 186ct. 3-in-1 Shipper		34000-94617				
May *Required*	CU/PW		Reese's Big Cup Filled with Peanut Butter & Jelly Asst. King Size 104ct. 2-in-1 CU/PW		34000-48371	Nov *Required*	CU/PW		Reese's NCAA Assorted King Size 108ct. 2-in-1 CU/PW		34000-94366				
June	Shipper		Hershey's Variety Brands Assorted Standard Bar 180ct. 3-in-1 Shipper		34000-94618	Nov-Dec	Shipper		Holiday Reese's Assorted King Size 136 ct. 3-in-1 Shipper		34000-94622				
June	CU/PW		Jolly Rancher & Twizzlers Assorted King Size 114ct. 3-in-1 CU/PW		10700-85972	Nov-Dec	CU/PW		Reese's Assorted King Size 72ct. 2-in-1 CU/PW		34000-94082				
						Dec	Shipper		Reese's Super King 90ct. 3-in-1 CU/PW/Shipper		34000-40622				
						Dec	CU/PW		Reese's/Kit Kat/Payday Assorted King Size 66ct. 2-in-1 CU/PW		34000-99039				
Open/Any Month Pre-Pack Description			Item #	Jan (Open)	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec (Open)
Hershey Assorted King Size 131ct. Tower			34000-45657												
Hershey Assorted Standard Bar 170ct. Tower			34000-45210												
JOLLY RANCHER & TWIZZLERS Assorted Peg 72ct. PW			10700-55741												
JOLLY RANCHER Gummies Medium Peg 48ct. PW			10700-55742												
ICE BREAKERS Assorted Gum & Mint 112ct. Shipper			34000-45654												

<b>Salty Program requires participation in Distribution Component. All levels will be paid based on performance.</b>														
<b>Salty Partnership Points: Start Earning Rebate at 350 Points per half year = 3.5% • Maximum Rebate 1,000 Points per half year = 10.0% on Salty Purchases</b>														
<b>Distribution &amp; Innovation (Potential Max Rebate 8.0%)</b>														
Top 10 Selected Items Per Half		400 Points = 4%			Top 4 Take Home Items Per Half			25 pts per SKU			100 Points = 1.00%			
Carry all Top 15 Hershey Salty Snack Items Per Half		200 Points = 2%			Carry Any 20+ Hershey Salty Snack Items Per Half						100 Points = 1.00%			
<b>Pre-Packs = 50 points or 0.50% each (Potential Max Rebate 2.0%)</b>														
Pre-Pack Description	Item #	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
DOT's March Maddness 36ct Shipper	50031-71933													
REESE'S Assorted 36ct Mixed Shipper	10031-48029													
DOTS Fall Football 36ct Shipper	50031-71933													
REESE'S Assorted 36ct Mixed Shipper	10031-48029													

Customer Signature: _____ <small>(Signature must be from owner or authorized agent of the Customer)</small>	Date _____
Print Name _____	Distributor Rep _____
Distributor _____	Hershey Rep _____
Distributor Division/Branch _____	Hershey Associate Regional Sales Leader _____

## 2025 HERSHEY Achieve Maximum Points Program (AMP) - Agreement Terms & Conditions

**1. Data:** To participate in the Hershey Achieve Maximum Points Program (“AMP” or “Program”), Customer (defined on front of agreement) authorizes its distributor(s) (“Distributor”) to release item and store level purchase and velocity data to Hershey and its third-party data processing services for all Hershey purchases by Customer. Product supplied by a Distributor not transmitting data to Hershey will not be eligible for participation in the Program. Only data supplied to Hershey’s data processing service (which may include third parties) on a weekly basis and in the proper format will be accepted and used for Customer’s participation in this program. Format requirements are available upon request to any Hershey representative.

### 2. General Terms and Conditions:

- a.** Customer is required to execute (electronically, digitally or by written signature) this agreement (“Agreement”) before December 1, 2024 to participate in the full year 2025 Achieve Maximum Points Program unless otherwise agreed to by Hershey in writing.
- b.** This Agreement will be valid for 12 consecutive months from its effective date of January 1, 2025 for ‘Full Year’ enrollments.
- c.** Enrollments after December 31, 2024 will be considered 2nd Half Only enrollments unless otherwise approved by Hershey in writing. For ‘2nd Half Only’ enrollments, this Agreement will be valid for six consecutive months from its effective date of July 1, 2025.
- d.** There are two parts to the program, one for confection/CMG and one for Salty (as described below).
- e.** To participate in the 2025 Hershey Achieve Maximum Points Program for confection/CMG, Customer must purchase a minimum of \$1,500 of Hershey CMG products as outlined on price lists, (collectively, “CMG Products”) in calendar year 2025.
- f.** This Program may not be combined with other Hershey programs that offer allowances or rebates for similar performance.
- g.** Customer must notify Hershey of any Distributor changes 45 days before effective date of such change.
- h.** This Agreement shall be binding and enforceable on the Customer’s successors and assigns and shall be enforceable in the event of any Customer mergers, acquisitions, and supplier changes.
- i.** Termination: This Agreement may be terminated by Hershey immediately, with or without notice, and with or without cause. If Hershey terminates this Agreement without cause, Hershey will pay Customer any rebate earned at the time of termination. In the event of Customer’s non-compliance with the terms of this Agreement or the requirements to earn the rebate, Hershey is entitled, in addition to other remedies available by law or in equity, to demand repayment of any and all sums paid to Customer hereunder. Any disputes under this Program will be interpreted, construed, and governed by the laws of the Commonwealth of Pennsylvania law, without regard to any conflicts of law provisions, and will be subject to the exclusive jurisdiction of the state and federal courts located in the Middle District of Pennsylvania.
- j.** Hershey reserves the right to modify this Program from time to time without prior notice or liability to Customer, except to pay Customer any rebates earned at the time of the change in the Program.
- k.** All Products are subject to availability.

**3. CMG Rebate Requirements:** To be eligible for any CMG rebates, Customer must sign up for a minimum of two components of the Program: (1) Distribution and (2) Promotional Prepacks. Rebates will be paid accordingly based on: (i) for Distribution, what Customer actually achieved, i.e., the total item count paid for and shipped to Customer (net of returns); and (ii) for Promotional Prepacks, the promotional prepack quantity paid for and shipped to Customer (net of returns). Customer must achieve a minimum of 350 points combined across all sections of the Program for CMG to receive a rebate. Rebate percentage earned is based on the total number of points accumulated by the Customer each calendar half year, beginning at 3.5% rebate for 350 points and increasing 0.5% for each additional 50 points earned up to a maximum of 1,000 points for a 10% rebate.

#### a. Required Distribution:

- i.** Only CMG Products in the following packtypes qualify for the Distribution component of the program: Standard Bars, King Size Bars, Super King Size Bars, Peg Bags, Theater Boxes, Licorice Bags, XL Bars, Hand to Mouth Pouches, Gum, and Mints. This list is subject to change.
- ii.** Performance is based on the total item count paid for and shipped to Customer each half. Each half calendar year will be evaluated and paid separately.
- iii.** Items will only qualify as being in distribution if at least one box or case is shipped during each half year.
- iv.** Products shipped in on prepacks displays do count towards total item distribution.
- v.** Net shipments will be used as the measure for compliance. Returned product will not count.
- vi.** Each Hershey item shipped per half calendar year will accrue points for the Customer the first time it is shipped. All items outside of the Top 75 list will earn 2 points each. Top 75 items will earn 4 points each.
- vii.** Hershey’s 2025 Top 75 items are defined as: Super King – *Reese’s Peanut Butter Cups, Reese Fast Break, King Size Bars - Reese’s Peanut Butter Cups, Reese’s Sticks, Reese’s Fast Break, Reese’s Big Cup, Kit Kat, Hershey’s Milk Chocolate, Hershey’s with Whole Almonds, Payday, Cadbury Caramello, Reese’s White Peanut Butter Cups, Hershey’s Cookies ‘n’ Crème, Reese’s Take 5, Reese’s Big Cup with Caramel, Reese’s Outrageous, Whatchamacallit, Reese’s Big Cup with Reese’s Pieces, Almond Joy, Kat Big Kat, Reese’s Nutrageous, Twizzlers, Hershey’s Mr. Goodbar, Reese’s Pieces, Zero, Twizzlers Pull & Peel Cherry, Heath, Reese’s Crispy Crunchy, Chocolatey Payday, Jolly Rancher Sour, Jolly Rancher Original, Kit Kat Vanilla, Mounds, Kit Kat Birthday Cake. Standard Bars – Reese’s Peanut Butter Cups, Hershey’s Milk Chocolate, Kit Kat, Hershey’s with Whole Almonds, Hershey’s Cookies ‘n’ Crème, Reese’s Fastbreak, Payday, Almond Joy, York, Cadbury Caramello, Whatchamacallit, Rolo, Skor, Heath, Reese’s Sticks, Reese’s White Peanut Butter Cups. Gum – Ice Cubes Peppermint, Ice Cubes Spearmint, Ice Cubes Arctic Grape, Ice Cubes Wintergreen, Ice Cubes Cinnamon, Bubble Yum. Mints – Ice Breakers Cool Mint, Ice Breakers Wintergreen, Ice Breakers Spearmint, Ice Breakers Duos Strawberry, Breathsavers 3HR Spearmint, Breathsavers Wintergreen Roll. Peg – Jolly Rancher Hard Candy, Twizzlers, Reese’s Pieces, Jolly Rancher Gummies, Jolly Rancher Sour Gummies, Twizzlers Nibs, Jolly Rancher Ropes Watermelon & Green Apple, Jolly Rancher Ropes Blue Raspberry & Cherry, Twizzler Gummies, Twizzler Pull n Peel. Take Home – Reese’s Minis Pouch, Kit Kat Minis Pouch, Twizzlers Strawberry 16oz Bag.*
- viii.** Compliance for all Distribution rebates for CMG will be determined on the basis of Distributor data submitted to Hershey’s third-party data company.

#### b. Additional Distribution Incentives:

- i.** A Customer that receives 100 or more unique Hershey CMG Products each half (net of returns) will accrue an additional 100 points per half.
- ii.** A Customer that receives Hershey’s Top 75 Performer CMG Products each half will accrue an additional 50 points per half calendar year.
- iii.** A Customer that grows total store Hershey CMG Product count versus total Hershey item count at the end of the same half in 2025 will receive 10 points per net new item gained, up to a maximum of 50 points for a total of 5 items. A Customer is only eligible for this item growth incentive if they have 6 full months of history for the corresponding half in 2024.
- iv.** A Customer that maintains or grows net SKU count for CMG Products in each season per half (1H – Easter, 2H – Halloween and Holiday) will be eligible to earn 50 points. A minimum of 2 unique SKUs per season must be purchased to qualify. A Customer is only eligible for this seasonal incentive if they have 6 full months of history for the corresponding half in 2025.

#### c. Optional Automatic Shipments:

- i.** Innovation: If the box for “Innovation” is checked, Customer agrees to take straight stock boxes on 3 Hershey innovation CMG Product items during the first half (1H) and second half (2H) of the 2025 calendar year. This optional section is not eligible for a rebate. 1H eligible items will be determined by The Hershey Company in Q4 2024. 2H

eligible items will be determined by The Hershey Company in Q2 2025. Customer’s Distributor is authorized to auto-ship innovation items if store has not independently ordered in a shipper, box, or case. Shipments will occur toward the beginning of each half.

**ii.** Fast Start Distribution: If the box for “Fast Start Distribution” is checked, Customer agrees to take straight stock boxes on 5 Hershey Top 75 CMG Product items during the first half (1H) and second half (2H) of the 2025 calendar. This optional section is not eligible for an additional rebate though all 5 items selected will qualify for 4 points each. The 5 Top 75 items to be shipped will be determined by the Hershey Sales Representative at either the chain or distributor level. Customer’s Distributor is authorized to auto-ship items if store has not independently ordered in a shipper, box, or case. Shipments will occur toward the beginning of each half.

**d. Required Promotional Prepacks:** Customers that enroll in AMP for CMG will be eligible to earn up to 350 points on prepacks based on the quantity of prepacks purchased and shipped to store (net returns). All everyday and seasonal prepack units for CMG Products count towards overall promotional prepack tier requirements. Customer is required to take either a Counter Unit (CU), Power Wing (PW), or Shipper in the months of March and May for 1H and July, September & November in 2H in order to accrue points.

- i.** A minimum of 3 prepacks is required per half to begin accumulating points. Customer will earn a set number of points based on the number of prepacks received as outlined below.
- ii.** Customers that sign up for a minimum of three (3) Chocolate prepacks and one (1) Sweets prepack per half, will earn an additional 50 points.

**All Counter Units and Power Wings** – Customers that receive any CU or PW will earn 15 points per prepack.

**All Shippers** – Customers that receive any Shipper will earn 40 points per prepack.

**i.** All promotional prepacks will count towards distribution requirements in section 3.a.

- ii.** Customers must take delivery in the months specified in the Agreement to be eligible for applicable off-invoice allowances. It is the responsibility of the Customer to obtain the off-invoice allowance from the Distributor.
- iii.** Prepack display units are recommended to be placed on the sales floor with all applicable off-invoice allowances passed thru to the consumer.
- iv.** Customer may receive only one promotional prepack rebate and at most two payments (a. 1H payment and a 2H payment).

**4. Salty Rebate Requirements:** Customer that participates in the Salty portion of the Program is eligible to receive a rebate for Hershey Salty Products (“Salty Products”). Customer must sign up for the Salty Distribution component of the program. Salty Rebates will be paid accordingly based on: what Customer actually achieved, i.e., the total item count paid for and shipped to Customer (net of returns); and (ii) the promotional prepack quantity of Salty Products paid for and shipped to Customer (net of returns). Customer must achieve a minimum of 350 points for the Salty Distribution section of the Agreement to receive a rebate for Salty. Rebate percentage earned is based on the total number of points accumulated by the Customer each half, beginning at 3.5% rebate for 350 points up to a maximum of 1,000 points for a 10% rebate.

#### a. Required Distribution:

- i.** Only Salty Products in the following packtypes qualify for distribution: Grab & Go Salty Snack Bags & Take Home Salty Snack Bags
- ii.** Performance is based on the total Salty item count paid for and shipped to Customer each half. Each half calendar year will be evaluated and paid separately.
- iii.** Items will only qualify as being in distribution if at least one case is shipped during each half year.
- iv.** Products shipped in on prepacks displays do count towards total item distribution.
- v.** Net shipments will be used as the measure for compliance. Returned product will not count.
- vi.** Each Hershey Salty Product item shipped per half will accrue points for the retailer the first time it is shipped. Top 10 items will earn 40 points each. The next top 5 Salty Product items will earn 40 points each. Items in the Take Home Packtype will earn 25 points each. All other Salty snack SKU’s will earn 5 points each.
- vii.** Hershey’s Salty Product 2025 Top 10 items are defined as: *Dot’s Pretzels Original 5oz, Skinny Pop Original 1oz, Dot’s Pretzels Honey Mustard 5oz, Hershey’s Dipped Pretzels, Reese’s Dipped Pretzels, Reese’s Dipped Animal Crackers, Dot’s Pretzels Cinnamon Sugar 5oz, Reese’s Popcorn, Dot’s Pretzels Parmesan Garlic 5oz, Reese’s Filled Pretzels 5oz.*
- viii.** *The next top 5 items are defined as: Cookies n’ Crème Popcorn 2.25oz, Skinny Pop White Cheddar 1oz, Cookies n’ Crème Dipped Pretzels 4.25oz, SkinnyPop Cheddar Jalapeno 1oz, Pirates Booty Aged White Cheddar Puffs 1oz*
- ix.** *Top 4 Take Home items are defined as any of the following: Dot’s Pretzels Original 9.5oz, Skinny Pop Original 4.4oz, Dot’s Pretzels Honey Mustard 9.5oz, Dot’s Pretzels Cinnamon Sugar 9.5oz, Dot’s Pretzels Original 16oz, Dot’s Pretzels Honey Mustard 16oz, Dot’s Pretzels Cinnamon Sugar 16oz*
- x.** Compliance for all distribution rebates will be determined on the basis of Distributor data submitted to Hershey’s third-party data company.

#### b. Salty Snacks Optional Promotional Prepacks:

- i.** Customers that enroll in AMP for Salty will be eligible to earn up to 200 points on Salty Product prepacks based on the quantity of prepacks purchased and shipped to store (net returns). All everyday Salty Product prepack units count towards overall promotional prepack tier requirements.
- ii.** Customers that receive any Shipper will earn 50 points per prepack.
- iii.** All promotional Salty Product prepacks will count towards distribution requirements
- iv.** Customers can sign up for a max of four shippers that count towards their 200 points per half.

**5. Payments:** In exchange for Customer’s performance in accordance with this Agreement, Hershey agrees to pay Customer as follows:

- a.** Elements will be measured and paid independently of one another based on performance. CMG Distribution, CMG Promotional Prepacks, Salty Distribution, and Salty Promotional Prepacks will be measured and paid each half year – see above for specific details.
- b.** Rebates will be calculated based on units received and paid for at the individual store level as measured by our third-party data processing service.
- c.** Payments will be based on Hershey List Price for items qualifying hereunder. Payments will be based on Customer purchases as reported by Customer’s Distributor. Hershey is not responsible for any failure of the Distributor to report qualifying purchases. Any disputes by Customer as to amounts paid hereunder must be raised within 30 days after receipt of payment.
- d.** Rebates will be paid only on qualifying Confection/CMG and Salty packtypes listed in Sections 3(a)(i) and 4(a)(i). Please work with your Hershey representative on qualifying items. Other Hershey’s items such as vending, concession, fundraising, food service, grocery, licensed products, etc. are not eligible for rebates.
- e.** Rebate payments for CMG Distribution, CMG Promotional Prepacks, Salty Distribution, and Salty Promotional Prepacks will be mailed directly to qualifying Customer on a semi-annual basis and will not be paid through a deduction.
- f.** Customer’s eligibility to receive these payments is conditioned upon Customer’s strict compliance with the terms of this Agreement. Payments are subject to proof of performance and will be withheld for non-compliance. Hershey reserves the right to conduct audits in its sole discretion.
- g.** Customer’s payment contingent upon active management to a less than 1% waste rate.
- h.** Customer should look to Distributor to pass along the off-invoice allowances or tear pads shipped with pre-pack displays.