



2019 Retailer Rewards Program Contract

This Agreement is made between The Hershey Company ("Hershey") and the undersigned customer ("Customer"). Hershey is a manufacturer of snack products. Customer owns convenience store retail outlet(s) that offer Hershey items 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.

Physical Address			Payment Address		
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		# of Stores Enrolling (attach a list with addresses)

Program eligibility requires participation in all four Base Requirements: Top Performers Candy Distribution/POP Merchandising, Promotional Prepacks, Seasons, Top Performers Snacking. All levels will be paid based on selection. If higher level is achieved then rebate will only be paid on selected level.

	Level 1	Level 2	Level 3
MAXIMUM REBATE	7.0% <input type="checkbox"/>	8.0% <input type="checkbox"/>	9.0% <input type="checkbox"/>
#1	Top Performers IC Distribution (King, Standard, Gum and Mint) Minimum 50 Items (1.0% REBATE) Required 40 Top Performers PLUS next 10 Per Hershey	Minimum 60 Items (1.5% REBATE) Required 40 Top Performers PLUS next 20 Per Hershey	Minimum 75 Items (2.0% REBATE) Required 40 Top Performers PLUS next 35 Per Hershey
	<input type="checkbox"/> Impulse Counter Rack (level 1 only) <input type="checkbox"/> New Rack Needed <input type="checkbox"/> Counter Rack <input type="checkbox"/> New Rack Needed <input type="checkbox"/> Under-the-Counter Rack <input type="checkbox"/> New Rack Needed	<input type="checkbox"/> Counter Rack OR <input type="checkbox"/> New Rack Needed <input type="checkbox"/> Under-the-Counter Rack <input type="checkbox"/> New Rack Needed	<input type="checkbox"/> Counter Rack OR <input type="checkbox"/> New Rack Needed <input type="checkbox"/> Under-the-Counter Rack <input type="checkbox"/> New Rack Needed
	<input type="checkbox"/> MAINTAIN SKU (+0.5% REBATE)	<input type="checkbox"/> MAINTAIN SKU (+1.0% REBATE)	<input type="checkbox"/> MAINTAIN SKU (+1.5% REBATE)
CMG Distribution Options (All levels are eligible)			
1.0% Rebate <input type="checkbox"/> Hershey +5 Instant Consumables Jackpot: Grow Hershey item IC SKU Count +5 items.		0.5% Rebate <input type="checkbox"/> Hershey Exclusive King Size Rack <input type="checkbox"/> New Rack Needed	
1.0% Rebate <input type="checkbox"/> Innovation: Take 5 of 6 Innovation Candy items listed in Section 2.d.2 within the first 8 weeks.		2.0% Rebate <input type="checkbox"/> Hershey Retailer Rewards End Cap <input type="checkbox"/> New Rack Needed	
1.0% Rebate <input type="checkbox"/> Take Home: Grow +4 Net New items or minimum 20 Take Home items.			

	Level 1	Level 2	Level 3										
MAXIMUM REBATE	1.5% <input type="checkbox"/>	3.0% <input type="checkbox"/>	4.0% <input type="checkbox"/>										
#2	Promotional Prepacks Minimum 7 Counter Units 2 Required (X) (0.5% REBATE)	Minimum 7 Shippers 2 Required (X) (2.0% REBATE)	Minimum 10 Shippers 2 Required (X) (3.0% REBATE)										
Month	Qty	Counter Unit Description	Item #	Month	Qty	Shipper Description	Item #						
Jan		HERSHEY'S King Size 72ct. 2-in-1 PW	34000-99626	Jan		HERSHEY'S GOLD RUSH Assorted King Size 246ct. Shipper	34000-99630						
Feb		ICE BREAKERS DEEP FREEZE Assorted Mints 42ct. CU	34000-72537	Feb		\$1.00 Pre-Priced Standard Bar 312ct. Shipper OI \$10.00	34000-99619						
Mar	X	REESE'S King Size 82ct. CU	34000-99625	Mar	X	REESE'S NCAA® Basketball Std Bar & King Size 266ct. Shipper	34000-99620						
Apr		KIT KAT® Standard Bar 72ct. CU	34000-24655	Apr		USO Partnership Std Bar 276ct. Shipper	34000-99621						
May		REESE'S, KIT KAT® and PAYDAY King Size 66ct. 2-in-1 PW	34000-99039	May		2/\$3.50 Pre-Priced King Size 242ct. Shipper OI \$15.00	34000-99618						
Jun		Hershey Assorted Standard Bar 144ct. 2-in-1 PW	34000-20717	Jun		FEEDING AMERICA® Std Bar & King Size 280ct. Shipper	34000-99622						
Jul		ICE BREAKERS ICE CUBES Bottle Packs 48ct. 2-in-1 PW	34000-70110	Jul		HERSHEY'S KINGS OF THE ROAD King Size 234ct. Shipper OI \$15.00	34000-99623						
Aug		KIT KAT® Standard Bar 72ct. CU	34000-24655	Aug		\$1.00 Pre-Priced Standard Bar 312ct. Shipper OI \$10.00	34000-99619						
Sep	X	REESE'S King Size 82ct. CU	34000-99625	Sep	X	REESE'S NCAA® Football Std Bar & King Size 266ct. Shipper	34000-99620						
Oct		REESE'S Standard Bar 72ct. CU	34000-43806	Oct		USO Partnership Std Bar 276ct. Shipper	34000-99621						
Nov		REESE'S, KIT KAT® and PAYDAY King Size 66ct. 2-in-1 PW	34000-99039	Nov		2/\$3.50 Pre-Priced King Size 242ct. Shipper OI \$15.00	34000-99618						
Dec		Hershey Assorted Standard Bar 144ct. 2-in-1 PW	34000-20717	Dec		FEEDING AMERICA® Std Bar & King Size 276ct. Shipper	34000-99624						
Any Month	Item	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Assorted Skinny Tower Shippers Level 1 only	Assorted King Size Skinny Tower 118ct. 34000-99514												
	Assorted Standard Bar Skinny Tower 192ct. 34000-99637												
Standard & King Size Shippers	Assorted King Size Shipper 236ct. 34000-99950												
	Assorted Standard Bar Shipper 288ct. 34000-20578												

Prepack Power-Play Option (All levels are eligible)

1.0% Rebate Select 3 Promotional Prepacks or more from below

Month	Qty	Shipper Description	Item #	Month	Qty	Shipper Description	Item #
Mar		REESE'S NCAA® Basketball King Size 238ct. Shipper	34000-99109	Sep		REESE'S NCAA® Football King Size 238ct. Shipper	34000-99109
Apr		ICE BREAKERS ICE CUBES Bottle Packs 72ct. Shipper	34000-70108	Nov		Hershey Assorted Standard and King Size 276ct. Shipper	34000-99624
Jun		Hershey Assorted Standard and King Size 280ct. Shipper	34000-99622	Dec		Hershey Core King Size 240ct. Shipper	34000-98769

	Level 1	Level 2	Level 3						
MAXIMUM REBATE	0.5% <input type="checkbox"/>	1.0% <input type="checkbox"/>	2.0% <input type="checkbox"/>						
#3	Seasons (Easter, Halloween, Holiday) Minimum 7 Seasonal Boxes (listed in section 2g)	Minimum 3 Seasonal Prepacks (Power Wing or Counter Unit)	Minimum 6 Seasonal Prepacks (Power Wing, Counter Unit or Tray)						
Qty	Season	Ship Timing	Item	Item #	Qty	Season	Ship Timing	Item	Item #
	Easter	Jan	Easter Assorted 312ct. Shipper	34000-48606		Holiday	Nov	Holiday Assorted 264ct. Shipper	34000-99953
	Easter	Jan	REESE'S PB Eggs King Size 84ct. 2-in-1 PW	34000-48607		Holiday	Nov	REESE'S PB Trees King Size 72ct. CU	34000-99952
	Halloween	Sep	Halloween Assorted 252ct. Shipper	34000-48609		Holiday	Nov	Holiday 144ct. 2-in-1 PW	34000-98854
	Halloween	Sep	REESE'S PB Pumpkin 144ct. 2-in-1 PW	34000-47337		Holiday	Nov	REESE'S PB Cups 1lb. Bar, 6ct. Tray (Level 3 only)	34000-43009
	Halloween	Sep	REESE'S PB Pumpkins King Size 84ct. CU	34000-48608					

	Level 1	Level 2	Level 3
MAXIMUM REBATE	8.0% <input type="checkbox"/>	12.0% <input type="checkbox"/>	15.0% <input type="checkbox"/>
#4	Hershey Top Performers Snacking Distribution Minimum 8 Items Total (6.0% REBATE) Required Top 8 Performers Snacking	Minimum 12 Items Total (10.0% REBATE) Required Top 8 Performers Snacking PLUS next 4 per Hershey	Minimum 16 Items Total (13.0% REBATE) Required Top 8 Performers Snacking PLUS next 8 per Hershey
	Snacking Prepacks Hershey Snack Mix/Crunchers Shipper (optional) <input type="checkbox"/> Feb <input type="checkbox"/> June <input type="checkbox"/> Aug <input type="checkbox"/> Dec	Hershey Snack Mix/Crunchers Shipper (min. 1 required) <input type="checkbox"/> Feb <input type="checkbox"/> June <input type="checkbox"/> Aug <input type="checkbox"/> Dec	Hershey Snack Mix/Crunchers Shipper (min. 2 required) <input type="checkbox"/> Feb <input type="checkbox"/> June <input type="checkbox"/> Aug <input type="checkbox"/> Dec

Snacking Secondary Merchandising Option (All levels are eligible)

1.0% Rebate **Hershey Exclusive Peg Snacks Rack D88638** New Rack Needed

Snacking Distribution Option (All levels are eligible)

1.0% Rebate **KRAVE Bags:** Grow KRAVE Bags +2 or minimum 3 items.

Customer Signature: (signature must be from owner or authorized agent of the Customer)	Date:
Print Name: Title:	Distributor Rep:
Distributor: Distributor Acct #:	Hershey Rep:
Distributor Division/Branch:	Hershey DSS:

000001

2019 HERSHEY Retailer Rewards Program - Contract Terms & Conditions

1. Data: To participate in the Hershey Retailer Rewards Program ("Program"), Customer (defined on contract) authorizes its distributor(s) ("Distributor") to release item and store level purchase and velocity data for all Hershey purchases by Customer to Hershey and its third party data processing service. 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. Format requirements are available upon request to any Hershey representative.

2. Tiered Rebate Requirements: To qualify for any rebate, Customer must satisfy all required elements of the program: 1) Hershey Top Performers IC Confection Distribution/Point of Purchase ("POP") Merchandising; 2) Promotional Prepacks, 3) Seasons; and 4) Hershey Top Performers Snacking Distribution and Prepacks.

Customer has the option to select any rebate level for Hershey Top Performers IC Confection Distribution/POP Merchandising, Promotional Prepacks, Seasons and Hershey Top Performers Snacking. Rebates will be paid according to the level selected on the front of contract.

a. Required Hershey Top Performers IC Confection Distribution/POP Merchandising: Based on level selected, Customer agrees to carry and order Hershey Top Performers Confection items, as follows:

Level 1- Must carry required 40 Top Performers and next 10 items as determined by Hershey for 1.0% rebate.

Level 2- Must carry required 40 Top Performers and next 20 items as determined by Hershey for 1.5% rebate.

Level 3- Must carry required 40 Top Performers and next 35 items as determined by Hershey for 2.0% rebate.

To achieve Hershey Top Performers IC Confection Distribution rebate compliance, Customer authorizes its primary Distributor (listed on front of contract) to automatically ship and accept all items not ordered each half year. Customer's Distributor is authorized to auto-ship no later than two weeks prior to the end of each half. Customer's compliance will be measured net of any returns. Current Hershey item count is based on the number of items shipped each half year versus prior year. Each half year will be evaluated and paid separately. Discontinued items will not count.

As part of the required Hershey Top Performers IC Confection Distribution/POP Merchandising element, Customer agrees to secondary placement of Hershey approved Counter Rack or Hershey approved Under-the-Counter Rack. If Customer elects to participate in the Under-the-Counter Rack placement option and would like to implement on store owned shelving or rack, Hershey must have 12+ SKUs or minimum of 50% of the space dedicated to CMG, whichever is greater. Counter Rack placement must be at the main transaction counter, no more than three feet from register. Impulse Counter Rack will only count towards compliance for Level 1 stores. See additional terms in bullet c.4.), below.

b. Optional SKU Bonus: A Customer who achieves one of the 3 levels within Top Performers IC Confection Distribution/POP Merchandising, as defined in a. above, is eligible to receive a rebate bonus of 0.5% for Level 1, 1.0% for Level 2 and 1.5% for Level 3 which will be paid in addition to the Top Performers IC Confection Distribution/POP Merchandising rebate. To qualify, Customer must maintain a Hershey total confection item count no less than versus prior year. Current Hershey item count is based on the number of items shipped each half year versus prior year.

c. Optional CMG Secondary Merchandising Selections: Hershey Exclusive End Cap for 2.0% rebate and/or Hershey's Exclusive King Size Rack for 0.5% rebate – Customer will only receive the maximum rebate of 2.5% on this selection.

1.) Rack placement must be in locations approved by a Hershey representative.

2.) Secondary racks provided by Hershey must be filled and tagged with 100% Hershey items, set to Hershey approved plan-o-grams.

3.) Customer agrees to accept delivery of product to fill required racks based on Hershey's national plan-o-gram.

4.) Customer agrees to maintain distribution of Hershey items in the main confection section of the store in addition to the secondary racks.

5.) All racks remain the property of The Hershey Company. Required racks must be installed by January 31, 2019 and remain for the duration of 2019.

d. Optional Confection Distribution Selections: 1.0% Rebate per Option

Customer can select up to all three options for a cumulative rebate of 3%.

1.) **Hershey +5 Instant Consumables Jackpot:** Rebate bonus paid separate of Top Performers IC Confection Distribution/POP Merchandising requirement. Customer must achieve one of 3 levels within Top Performers IC Confection Distribution/POP Merchandising to be eligible. Customer must grow Hershey Instant Consumable item count a minimum of +5 net new items versus prior year for a rebate of 1.0%. Current Hershey item count is based on the number of items shipped each half year versus prior year.

2.) **Innovation:** Customer agrees to take straight stock boxes on 5 out of 6 Hershey innovation items during the first 8 weeks of the 2019 calendar year and in the second half of the year for a rebate of 1.0%. Eligible items include: REESE'S OUTRAGEOUS King 2.95oz, REESE'S OUTRAGEOUS Standard 1.48oz, HERSHEY'S Milk Chocolate & REESE'S PIECES King 2.55oz, HERSHEY'S Milk Chocolate & REESE'S PIECES Standard 1.55oz, HERSHEY'S GOLD King 2.5oz, HERSHEY'S GOLD Standard 1.4oz. Stores will receive credit if Customer takes straight stock in December 2018 thru February 2019 for items launched in 2018 or earlier. Innovation items contained in promotional shippers and counter units do not qualify. Customer's Distributor is authorized to auto-ship chocolate innovation items if store has not independently ordered. Customer's compliance will be measured net of any returns. Each half year will be evaluated and paid separately.

3.) **Take Home Distribution:** Customer agrees to increase Hershey Take Home SKUs by a minimum of +4 net new items or maintain a minimum of 20 Take Home SKUs for a rebate of 1.0% (does not include sugar-free and Brookside 2.0-3.0oz items). Customer should reference priority list in the Hershey Retailer Rewards brochure for items. Increases are based on the number of items shipped each half year versus the same period in the prior year. Each half year will be evaluated and paid separately. Customer's Distributor is authorized to auto-ship two weeks prior to the end of each half year in the order listed until the item requirement is reached. Customer agrees to accept auto-shipped product. Customer's compliance will be measured net of any returns.

e. Required Promotional Prepacks: Based on level selected, Customer agrees to take delivery of promotional prepacks identified below and promotional prepacks selected on contract.

Level 1 – Take a minimum of seven prepack counter units or skinny towers as outlined on contract. The months of March and September 2019 are required and count for two of the seven required prepacks. Customer should select five additional prepacks for a total of seven to qualify for 0.5% rebate. A minimum of three prepack displays must be executed in the first half. A maximum of one pre-priced shipper per month may be enrolled for the months of February, May, August and November.

Level 2 – Take a minimum of seven prepack shippers as outlined on contract. The months of March and September 2019 are required and count for two of the seven required prepack shippers. Customer should select five additional prepack shippers for a total of seven to qualify for 2% rebate. A minimum of three prepack displays must be executed in the first half. A maximum of one pre-priced shipper per month may be enrolled for the months of February, May, August and November.

Level 3 – Take a minimum of ten prepack shippers as outlined on contract. The months of March and September 2019 are required and count for two of the ten required prepack shippers. Customer should select eight additional prepack shippers for a total of ten to qualify for 3% rebate. A minimum of four prepack displays must be executed in the first half. A maximum of one pre-priced shipper per month may be enrolled for the months of February, May, August and November.

1.) Customers must take delivery in the months specified in the contract to be eligible for applicable off-invoice allowances. It is the responsibility of the Customer to obtain the off-invoice allowance from the Distributor.

2.) Prepack displays should be placed on the sales floor with all applicable off-invoice allowances passed thru to the consumer.

3.) Any Month Standard and King Size Shippers as defined in the contract can be utilized to fulfill required number of prepack displays within each level.

4.) Any Month Standard and King Size Skinny Towers as defined in the contract can be utilized or substituted to fulfill required number of prepack counter units for Level 1 requirement only.

5.) For second half only enrollments, Level 1 must carry a minimum of four promotional counter units, Level 2 must carry a minimum of four promotional shippers and Level 3 must carry a minimum of six promotional shippers as defined by the contract.

f. Optional Additional Participation Selection (Promotional Prepack Power-Play):

1.) Customers enrolling for the Promotional Prepack Power-Play option agree to take a minimum of three (3) separate prepack display executions. A minimum of one (1) shipper must be executed in the first half to qualify for 1.0% first half rebate. Failure to purchase required three (3) shippers by year end will result in forfeiture of the associated 1.0% rebate for 2nd half payment. Customers must take delivery in month shown to be eligible for off-invoice allowances or coupons. It is the responsibility of the Customer's Distributor to pass along any eligible off-invoice allowances or coupons.

2.) Each half-year will be evaluated and paid separately.

g. Required Seasons: Based on level selected, Customer agrees to take delivery of seasonal boxes and/or seasonal prepacks identified below and the Seasonal options selected on front of contract.

Level 1 - Take a minimum of 2 boxes of REESE'S King Size or Standard Seasonal Shapes at Easter, Halloween and Holiday, plus 1 box of CADBURY CREME EGG Candy for Easter totalling 7 boxes for 0.5% rebate .

Level 2 - Take a minimum of 1 seasonal prepack King Size or Standard Seasonal Shapes at Easter, Halloween and Holiday for a total of three seasonal prepacks for 1.0% rebate. Excludes seasonal items identified on contract as "Level 3 only."

Level 3 - Take a minimum of 1 seasonal prepack King Size or Standard Seasonal Shapes at Easter, Halloween and Holiday. Remaining three seasonal prepacks are Customer's choice within selection for a total of six seasonal prepacks for 2% rebate.

For second half only enrollments, Level 1 must carry a minimum of four seasonal boxes, Level 2 must carry a minimum of two seasonal prepacks and Level 3 must carry a minimum of four seasonal prepacks as defined by the contract.

h. Required Hershey Top Performers Snacking Distribution and Prepacks:

Based on level selected, Customer agrees to carry and order Hershey Top Performers Snacking items, as follows:

Level 1 - Must carry required 8 Top Performers snacking items for 6.0% rebate towards eligible snacking dollars. Top Performers Snacking Prepacks is optional for Level 1.

Level 2 - Must carry required 8 Top Performers Snacking Items, plus next 4 snacking items as determined by Hershey and a minimum of one Snacking prepack shipper as outlined on contract for 10.0% rebate towards eligible Snacking dollars.

Level 3 - Must carry required 8 Top Performer Snacking Items, plus next 8 snacking items as determined by Hershey and a minimum of two Snacking prepack shippers as outlined on contract for 13.0% rebate towards eligible Snacking dollars.

Compliance for Top Performers Snacking Distribution is defined as receiving net positive three units per item per half year.

i. Optional KRAVE Bag Distribution: In addition to levels selected above Customer may earn an additional 1.0% rebate by agreeing to take straight stock of KRAVE bag items, grow +2 or carry a minimum of 3 items in first and second half for the rebate towards eligible Snacking dollars.

j. Optional Snacking Secondary Merchandising Selection:

Placement of secondary snacking fixture will result in 1.0% Rebate.

1.) Rack placement must be in locations approved by a Hershey representative.

2.) Secondary racks provided by Hershey must be filled and tagged with 100% Hershey items, set to Hershey approved plan-o-grams.

3.) Customer agrees to accept delivery of product to fill required racks based on Hershey's national plan-o-gram.

4.) Customer agrees to maintain distribution of Hershey Snacking items in the main snacks section of the store in addition to the secondary rack.

5.) All racks remain the property of The Hershey Company. Required racks must be installed by January 31, 2019 and remain for the duration of 2019.

3. 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. Hershey Top Performers IC Confection Distribution/POP Merchandising, Maintain SKU Bonus, Hershey +5 Instant Consumables Jackpot, Innovation, Take Home Distribution, CMG Secondary Merchandising Options, Promotional Prepacks and Power-Play, Seasons, Top Performers Snacking Distribution and Snacking Secondary Merchandising selection will be measured and paid each half year. A minimum of three prepack displays must be executed in the first half for Levels 1 and 2 to receive first half payment. A minimum of four prepack displays must be executed in the first half for Level 3 to receive first half payment. Seasons will be measured and paid at the conclusion of second half only.

b. Rebates will be calculated based on performance achieved 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 of the end of the preceding reporting period.

d. Rebates will be paid only on qualifying Confection and Snacking pack-types. Please work with your Hershey representative on qualifying items. Other Hershey's pre-priced items, such as, for example, vending, concession, fundraising, food service, grocery, licensed products, etc. are not eligible for rebates.

e. Rebate payments 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. Audits may be conducted.

g. Customer's payment contingent upon active management to a <1% waste rate.

h. Customer should look to Distributor to pass along the off-invoice allowances or tear pads shipped with prepack displays.

4. Other Terms:

a. Customer is required to agree (electronically, digitally or by written signature) to the terms of this contract before December 1, 2018 in order to participate in the full year 2019 Hershey Retailer Rewards Program.

b. This contract shall be valid for 12 consecutive months from its effective date of January 1, 2019 for "Full Year" enrollments.

c. Enrollments after December 31, 2018 will be considered 2nd Half Only enrollments unless otherwise approved by Hershey. This contract shall be valid for six consecutive months from its effective date of July 1, 2019 for "2nd Half Only" enrollments.

d. This Program may not be combined with other Hershey programs that offer allowances for similar performance.

e. Customer must notify Hershey of any Distributor changes 30 days before effective date.

f. 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.

g. Termination: This agreement may be terminated by Hershey immediately, without notice, and with or without cause. In the event of Customer's non-compliance, 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 will be resolved under PA law in PA federal and state courts.

h. Hershey reserves the right to modify this Program from time to time. All products are subject to availability.