

1. The rates for eligible items are provided in the Rate Sheet which will be provided by your Tyson Foodservice sales representative.
2. This offer is good only for the eligible items listed in the Rate Sheet.
3. Tyson Foodservice reserves the right to add and remove eligible items, brands or lines of business from the program at any time in its sole discretion.
4. Except as provided for herein, all Tyson Foodservice and Convenience branded pounds purchased in the qualifying product categories shown will count toward the volume level achieved.
5. All commodity, seconds and #2 products are excluded from this program.
6. All national account branded products, regional chain branded products, proprietary products, private brand products, distributor branded products and operator branded products are excluded from this program.
7. Please review eligible products with your Tyson Foodservice or Convenience sales representative.
8. The Rebate Rate Sheet is published two times per year and rate amounts are effective January through June and July through December. Rebate requests must be submitted within 60 days after the end of each quarter and include purchase back-up. Purchase back-up for this offer should be in the form of invoices or distributor reports. Distributor reports will only be accepted if they include Tyson Foodservice item numbers, distributor and operator business name, appropriate dates and clear separation of purchasing details. Your chain headquarters may submit for multiple locations and request one combined rebate check provided that reports submitted must show individual store addresses and individual store purchasing information.
9. Submit online at [www.fspromos4u.com/tyson](http://www.fspromos4u.com/tyson) with the Quick Access Code: Partners. Or submit by mail to Tyson Foodservice Teams, c/o Partners Program, PO Box 2048, Brownsdale, MN 55918.
10. **Submissions received after 60 days at the end of each applicable quarter will be denied.**
11. All proposed elements of this program are based on invoiced pounds (deductions will be adjusted out) within the dates set forth herein and completed submission to Tyson Foodservice.
12. Payments will be processed within 6-8 weeks of receipt of proof of purchase on a quarterly basis. Quarters are broken down as follows: Quarter 1, January-March; Quarter 2, April-June; Quarter 3, July-September; Quarter 4, October-December.
13. Any claimed shortage in rebate amounts due to operator for the applicable quarter must be clearly identified and communicated to Tyson no later than ninety (90) days after Tyson's issuance of payment for such rebate amount, and Tyson Foodservice will supply a detailed explanation. Any rebate payment shortage which is untimely and/or not clearly identified will not be considered for evaluation by Tyson.
14. This offer will begin on the enrollment start date designated on the Tyson Partners Program Enrollment Form.
15. The program will continue until either the operator or Tyson Foodservice provides a 30-days-in-advance written notice of termination.

PARTNER PROGRAM TERMS & CONDITIONS, cont'd

16. Offer valid only in the US and limited to customers purchasing through a Tyson Foodservice or Convenience sales representative or distributor.
17. Invoices for this offer cannot be used in conjunction with any other Tyson Sales and Distribution, Inc. and its relevant affiliates offers except the New Product Trial Offer.
18. This offer is not valid for school or military bids and operator members of Group Purchasing Organizations.
19. **Participation in this program supersedes any GPO membership or special pricing currently in place.**
20. All other operator programs will be reviewed prior to participation.
21. Tyson Foodservice has final decision on the interpretation of the terms & conditions of this program and reserves the right to cancel this program at any time.
22. Information submitted shall be the property of Tyson Foodservice.

