

# MOST VALUED PARTNER (MVP) PROGRAM Terms and Conditions

# **VOLUNTARY PARTICIPATION**

The LATICRETE MVP Program is based on the voluntary participation of three parties:

- LATICRETE International, Inc. as manufacturer of products (LATICRETE)
- A LATICRETE distributor in good standing (MVP Distributor)
- A third party purchaser of LATICRETE products (MVP Beneficiary)

MVP Beneficiaries are registered in the name of the legal entity of the company purchasing LATICRETE® products. A designated representative (MVP Contact) is associated with each MVP Beneficiary, and this MVP Contact must attest that they are empowered to act on behalf of the MVP Beneficiary in all aspects related to the activation of the account, and any changes to account information, and custody and redemption of any benefits paid out to the MVP Beneficiary.

LATICRETE offers the MVP Program as a benefit to its direct and indirect customers and clients as a means of building brand preference and loyalty, and providing enhanced services to its largest and most important users.

In the MVP Program, there can be multiple MVP Distributors for each MVP Beneficiary. The MVP Beneficiary may buy LATICRETE products wherever they choose, but must sign-up their designated MVP Distributor(s). The MVP Distributor(s) are designated by the MVP Contact at the time of initial sign-up, and such designation(s) can be changed upon annual renewal, or as necessitated by the withdrawal or removal of its MVP Distributor(s) from the MVP Program. Each MVP Distributor must agree to provide formatted, quarterly purchased reporting directly to LATICRETE on behalf of the MVP Beneficiary.

MVP Beneficiaries are deemed to agree to all of the Terms and Conditions herein by acceptance and/or use of any of the benefits of participation in the program. If the MVP Beneficiary does not agree with these Terms and Conditions, as amended from time to time, the MVP Beneficiary should not use any benefit LATICRETE offers in the MVP Program. The MVP Beneficiary may withdraw from the program at any time with written notice to mvprebate@laticrete.com.

### **ACCOUNT ACTIVATION**

An account for an MVP Beneficiary is initially established only by a LATICRETE Representative, as approved by a LATICRETE Regional Manager or Director. This includes submitting a completed MVP agreement and W-9 tax form.

The LATICRETE Representative confirms the Terms and Conditions with all parties and submits necessary information to the LATICRETE MVP Coordinator, at <a href="mailto:mvprebate@laticrete.com">mvprebate@laticrete.com</a>.

After confirmation of all information and forms, the MVP Coordinator establishes the account, and notifies all parties, including the LATICRETE Representative and Region Manager or Director, of its initiation.

### FINANCIAL BENEFITS

Major financial benefits include Visa gift cards, good for travel awards, branded merchandise and other various special offers.

# **POINTS**

Points are calculated based on LATICRETE® product purchases reported by the designated MVP Distributors via their quarterly reporting. Points are awarded irrespective of total reported purchases of LATICRETE product.

# REPORTING REQUIREMENTS

MVP Distributors must submit timely quarterly reports of LATICRETE product purchases for all MVP Beneficiaries for whom they are the designated MVP Distributor, within 10 days of quarter closing. These reports must be electronic, in Excel format, with detail by MVP Beneficiary and LATICRETE products purchased.

Report formatting must be standardized to speed processing and to assure accuracy.

See <u>www.laticretemvp.com/DistributorReporting</u> for formatting requirements. MVP Distributor reports must be submitted to: <u>mvprebate@laticrete.com</u>.

# **ON-TIME REPORTING**

MVP Distributor reports of LATICRETE product purchases by MVP Beneficiary are deemed to be "On Time" if received no later than the tenth business day after the close of a calendar quarter. Reports received after this date will be processed as a part of the calculations for the following quarter.

### **AUDIT**

LATICRETE reserves the right to audit an MVP Beneficiary's account at any time without notice to ensure compliance with MVP Program Rules and Conditions and to maintain the integrity of reported LATICRETE purchases. In the event an audit reveals discrepancies or violations, LATICRETE may delay awarding of Points and/or awards until such time as all discrepancies or violations are resolved.

### ONLINE ACCOUNT MAINTENANCE

MVP Contact is responsible to maintain all account information in a correct and timely manner. MVP Contact will have access to all pertinent account information by logging on to <a href="www.laticretemvp.com">www.laticretemvp.com</a>. A username and password are required. If you need assistance in logging on to view account details, contact your LATICRETE Representative or Region Manager or <a href="maybrebate@laticrete.com">mwprebate@laticrete.com</a>.

Each year in the fourth quarter, MVP Contacts will be asked to confirm all account information. Failure to respond to requests to renew may result in deactivation of MVP Beneficiary's participation in the MVP Program.

### STATEMENTS OF ACCOUNT

MVP Contacts will have access via their online account to a complete history of MVP Quarterly Statements. These statements include information about reported purchases, point balances, expiration dates, totals and redemptions.

### **ACCOUNT DE-ACTIVATION**

LATICRETE reserves the right to deactivate or close the account of an MVP Beneficiary under the following circumstances:

- MVP Contact requests an account closure
- MVP Contact does not respond to repeated communication attempts regarding status of his/her account
- Fraudulent activity occurs
- Reported purchases are less than \$30,000 for the previous year

Upon deactivation or closure of a particular account, all processing of reporting for the purposes of issuance of points is terminated for that account.

### POINT EXPIRATION

Points are valid for three (3) years, and expire if not redeemed while valid. For example, points awarded for reported purchases made in the year 2022 will expire at the beginning of 2025.

This expiration policy applies to all points issued under any previous version of the MVP Program beginning in year 2015.

LATICRETE proactively manages communication efforts to offer the MVP Beneficiaries opportunities to redeem outstanding points prior to expiration.

# PROGRAM CHANGES AND TERMINATION

LATICRETE reserves the right to change program Terms and Conditions, benefits, awards and special offers without notice. LATICRETE reserves the right to terminate the MVP Program partially or entirely with six (6) months notice. Unless otherwise stated, the MVP Program Rules and Conditions in effect at the time of redemption of any benefit will govern the transaction.

### **VOID WHERE PROHIBITED BY LAW**

Some or all parts of the MVP Program may not be legal in certain states. Consequently, the MVP Program is void where prohibited by law.

Revised August 2022



Scan to login to the MVP Program Site.