



ProTeam Rewards Program

Rewards Program Rules (“Rules”)

1. **Eligibility.** The ProTeam Rewards Program (the “Program”) is sponsored by the ProTeam, Inc., a division of Emerson Electric Company, Inc. (“ProTeam”), and is open only persons who are: (a) legally employed in the U.S. or Canada as a ProTeam manufacturer representative or ProPartner distributor sales representative, whether on a part-time or full-time basis, (b) legal U.S. or Canadian citizens residing in the U.S. or Canada, and (c) age 18 or older, or the age of majority in the their state or province of residence (“Eligible Persons”). You must remain an Eligible Person, as defined above, to participate in the Program.
2. **How to Sign Up.** On or after August 1, 2015, an Eligible Person can register for the Program in one of the following ways: (a) by visiting www.pro-team.com/rewards (the “Site”), filling out all required information fields, and creating an account; (b) filling out the attached registration form, and returning it to ProTeam either by email to proteam.rewards@emerson.com, by fax to (303) 759-5690, or by mail to ProTeam, 66 Springer Dr., #306, Highlands Ranch, CO 80129 ATTN: ProTeam Rewards. Information submitted must be truthful, accurate and complete. By participating, you also agree to receive periodic emails and other communications from ProTeam relating to the Promotion and ProTeam’s products.
3. **Reward Cards.** After fully and accurately completing the registration process, Eligible Persons will receive a Visa rewards card in the U.S., or a MasterCard rewards card in Canada (“Reward Card”) in the mail from a third party administrator, at the address listed in the registration information submitted. You will need to follow the instructions provided by the card administrator to activate and use your card. Additional terms and restrictions apply.
4. **Promotions.** Periodically, ProTeam will outline certain sales goals or criteria, either in terms of particular products and/or amount of sales, or other goals or criteria, for Eligible Persons (a “Promotion”). Full details regarding each Promotion, including start and end date, will be posted on the reps only website and communicated by email to reward card participants. Eligible Persons who meet or exceed goals or other criteria posted with the Promotion, and who properly provide all required information and materials as outlined below, will be eligible to receive a monetary credit on their Rewards Card and once verified by ProTeam.
5. **Earning Rewards.** To earn rewards, Eligible Persons must, for each Promotion:
 - a. track their sales information applicable to the Promotion, and maintain copies of all sales receipts and related documents;
 - b. ProTeam must receive your Promotion Materials, as defined below, no later than 45 days after the end of the month of the applicable Promotion. You may provide information to redeem rewards by visiting the Site, logging into your account, and entering and submitting the following information and materials: customer account name, type of account, item number, quantity sold, and your email address, and a copy of your proof of sale document(s), such as invoice copies (together, the “Promotion Materials”). Alternatively, you may submit your Promotion Materials with a completed and signed Redemption Form (located on the Site via download) by e-mail to proteam.rewards@emerson.com, by fax to (303) 759-5690, or by mail to ProTeam, 66 Springer Dr., #306, Highlands Ranch, CO 80129 ATTN: ProTeam Rewards. **Please maintain copies of your Promotion Materials for your records.**
 - c. **Important Notes on Timing:** Promotion Materials must be received by ProTeam by the 45th day following the end of the calendar month of a particular Promotion. **Sales made for a particular Promotion will not carry over to the following Promotions.** For example, information and materials for sales for an October 2015 promotion must be received by ProTeam on or before December 14, 2015, or any potential possible awards will be forfeited.
6. **Issuing Rewards.** ProTeam will review all timely submitted Promotion Materials to ensure eligibility and accuracy. Please allow at least 30-60 days for processing and delivery of any Reward Card balances. Reward credits will be given in increments of \$5.00, as detailed in the details for an applicable Promotion. Reward Cards are administrated by a third party; additional terms and conditions of use of the Reward Cards apply. Please see Reward Cards and all accompanying literature for full details.
7. **Checking your Balance and Account Maintenance.** Eligible Persons in the U.S. can check their balance by calling 800-798-4104 or visiting www.svcards.com. Eligible Persons in Canada can check their balance by calling 855-209-8384 or visiting www.cardbalancesite.com/fre. These numbers and web sites are not managed by ProTeam. **It is your responsibility to provide accurate information to us regarding your account, and to inform us of changes to your**



information or account.

8. **Product Returns.** Eligible Persons must immediately report all returns for merchandise previously claimed, which will result in a reduction of the amount originally credited to the account, or a credit owed by the Eligible Person owning the Reward Card with the negative balance.
9. **Requirements and Restrictions.** ProTeam will only issue rewards for legally and properly sold, shipped, and invoiced products in the normal course of trade. Eligible Persons are responsible for providing full and accurate information, in the time limits provided, to be eligible to receive rewards. Incomplete redemption forms may be ruled ineligible, in ProTeam's sole discretion. Rewards are personal to the qualifying Eligible Person and are not transferable. No substitution or cash redemption of any Reward Cards or reward balances, or any portion thereof, is allowed.
10. **Taxes.** Participants are responsible for all applicable local, state/provincial and federal taxes. When required by federal law, ProTeam will report the names of participants and reward balances to the Internal Revenue Service, and may require participants to complete, sign and return to ProTeam an IRS Form W-9. In Canada this would be Revenue Canada and the participant will be issued a T4A by Emerson Electric Canada.
11. **Fraud.** Any attempt to commit fraud or misuse of ProTeam Rewards will result in participant cancellation. Examples of potential fraud may include, without limitation, the following:
 - Duplicate sales slips for sales redeemed previously;
 - Items redeemed and subsequently returned which are not reported; or
 - Sales redeemed for a fellow sales associate

Abuse of the Program or Rules, failure to follow any terms of the Program, membership inactivity, any misrepresentation or any conduct detrimental to the interests of ProTeam may result in account revocation and ineligibility for further participation in the Program. If your membership in the Program is revoked, your Rewards Card may automatically be deactivated.

12. **Other Terms.** ProTeam reserves the right to do the following, in its sole discretion: (a) modify, discontinue or cancel this Program at any time, without prior notice, including the Program Rules; (b) exclude or disqualify persons from the Program, including Eligible Persons; and (c) make changes to these Rules or its other terms and conditions. Please check and review all Rules and terms and conditions to keep informed of any updates and changes. ProTeam is not responsible for lost, late, stolen, damaged, incomplete, invalid, un-intelligible, garbled, delayed, not visible or misdirected information or performance submissions, any of which may be void in ProTeam's sole discretion. By participating in the Program, you agree to and accept, and will abide by these Rules and any other posted terms, or terms or rules applicable to the Reward Card associated with the administrator of the card. Any dispute with regard to the conduct of this Program or a person's eligibility shall be resolved by ProTeam, in its sole discretion. ProTeam is not responsible for any typographical or other errors in the printing of these Rules or administration of the Program. By participating, you also agree to any and all terms of ProTeam's privacy policy.
13. **Hold Harmless/Release.** By participating, each entrant agrees to hold harmless ProTeam, participating sponsors or reward card administrators, and any of their respective parent companies, subsidiaries, affiliates, directors, officers, employees and agencies from any liability whatsoever, and waive and release such parties from any and all causes of action, for any claims, costs, injuries, losses, or damages of any kind (including, without limitation, claims, costs, injuries, losses and damages related to personal injuries, death, damage to or destruction of property, rights of publicity or privacy, defamation or portrayal in a false light, whether intentional or unintentional) arising out of or in connection with the event or acceptance, possession, or use/misuse of any Reward Card or participation in the Program. Any controversy or claim arising out of or relating to the Program shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitrator may award injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. **YOU AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.** Further, unless both you and ProTeam agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. All issues and questions concerning the construction, validity, interpretation and enforceability of these Rules shall be governed by, and construed in accordance with the laws of the State of Missouri, without giving effect to any choice of law or conflict of law rules or provisions (whether the State of Missouri or any other jurisdiction), that would cause the application of the laws of any jurisdiction other than the State of Missouri.