

# Viessmann Rewards Programs Terms and Conditions

Viessmann is pleased to offer, through its authorized USA distributors, the Viessmann Rewards Program. Open enrollment is active for products installed as of January 1 of the current year through December 31 of the current year.

The Program's terms and conditions are as follows:

## 1. Participation

- 1.1 To join a Viessmann Rewards Program, you must be a licensed, professional heating contractor who is recognized and certified by local authorities to install oil and/or gas fire, solar or biomass products. Only one Rewards program membership per mechanical contracting company including all employees is allowed. The membership must be registered in mechanical contracting company owner's name. The Company Federal Tax ID or Owner's Social Security number must be entered. All enrollments are subject to approval from Viessmann.
- 1.2 Participant acknowledges that the information it submits in connection with the Rewards Program is collected, maintained, and secured by a third party, 360incentives.com Canada ULC ("360"). Participant acknowledges that Viessmann does not warrant or guarantee in any way the services of 360, including its data protection and privacy measures and policies, and that Viessmann has no responsibility for the security or use of Participant's data provided to 360. Participant agrees to review 360's ONLINE TERMS AND CONDITIONS FOR SALES REPRESENTATIVES and 360's Privacy Policy, and acknowledges that Participant's sole recourse for claims concerning Participant's data provided in connection therewith, including claims for misuse and misappropriation, is against 360 and not Viessmann.

## 2. Qualifying Claim Submissions

Eligible Product Sales and Installations under the Program must be submitted online at the Program website:

[www.viessmannrewards.com](http://www.viessmannrewards.com). A copy of a valid invoice from the wholesaler from which the product was purchased must be submitted at the time each sale/installation is entered. Viessmann reserves the right to verify eligibility of product claims and the supporting documentation, including, without limitation, wholesaler invoice documentation. Viessmann will determine validity of any and all claims in its sole discretion. False claims regarding installations may result in the forfeiture of all accumulated Cash Rewards, loss of Rewards Program membership and other remedies. Please refer to the Programs website at [viessmannrewards.com](http://viessmannrewards.com) for detailed claiming instructions.

## 3. Earning Details, Eligible Products and Rewards Amounts

- 3.1 Program rewards will be received on a reloadable Visa card in the name of the person with the correct social security number entered during the registration process-- the owner of the mechanical contracting company.
- 3.2 Funds loaded on the reloadable Visa card must be received in the name of the business owner and business name. The recipient is responsible for all taxes associated with rewards.
- 3.3 In joining or continuing your Rewards Programs membership, you acknowledge that you are responsible for all taxes on rewards received. In the event of a lost card, please visit [www.prepaidcardstatus.com](http://www.prepaidcardstatus.com). Cardholder should refer to full card terms and conditions.
- 3.4 Products claimed must only be for residential and/or commercial installations, and not wholesaler sales. Online sales by wholesalers and distributors is prohibited.
- 3.5 See Program rules for additional detailed terms, conditions, eligibility requirements of each specific program.
- 3.6 For each Program cutoff date for submitting qualifying sales/installations, refer to the program description on your account home page.
- 3.7 Products must be purchased from October 1<sup>st</sup> of the previous year to December 31<sup>st</sup> of the current year

and must have an install date that is in the current calendar year.

- 3.8 Purchase dates are based upon the date on the wholesaler invoice.

#### **4. Termination and Suspension**

- 4.1 Either Viessmann or the Rewards Program member may terminate the member's participation in any Viessmann Rewards Program at any time without cause by providing thirty (30) days' notice in writing to the last known address of the other party.
- 4.2 Viessmann may suspend or terminate the member from the programs immediately and without notice if:
- a) The Rewards Program member is in breach of any of these terms and conditions.
  - b) The Rewards Program member misrepresents Viessmann in any manners.
  - c) In Viessmann's absolute discretion cause exists to terminate the Rewards Program member's participation.
- 4.3 Viessmann may specify, in its sole discretion, the term and any condition of suspension or termination of a Rewards Programs member from the Programs and may specify the corrective action or actions or other conditions required for reinstatement of the Contractor into the Program.
- 4.4 Viessmann may terminate any and all Rewards Program at any time without cause or reason upon giving notice to the Rewards Program members, such termination to be effective on the date specified in the notice.
- 4.5 Rewards Programs membership terminates upon death, company closure or bankruptcy of the member.

#### **5. General Terms & Conditions**

- 5.1 As a participant in the program, the mechanical contracting company and Reward recipient acknowledge that they have read and understand the program and agree to abide by all of its terms and conditions. In accepting or continuing your Reward Programs

membership, you acknowledge that Viessmann assumes no contractual or legal responsibility to you and has specifically limited its legal obligations.

- 5.2 The accumulation of Rewards does not entitle members to any vested rights in, or accumulation Rewards Programs benefits and members may not rely upon the continued availability of any reward, program or other benefit.
- 5.3 Viessmann specifically reserves the right to amend, alter, withdraw or terminate the Rewards Program (in whole or part), any program, benefit or award or these rules either with or without notice. Any such changes may affect the Rewards Program Cash Rewards which a member has already accumulated as well as any future accumulation of Cash Rewards.
- 5.4 Mechanical Contractors, employees and aware recipients shall not disclose the terms and conditions of the Program to any third party or post online.
- 5.5 Viessmann, in its sole discretion, reserves the right to audit all records, reports, downloads and inventories of any participant in this program.
- 5.6 Viessmann, in its sole discretion, reserves the right to pursue any legal action, including for monetary damages or loss, against any participant in this program who has violated these terms and conditions.
- 5.7 Program Rewards are personal and cannot be assigned, traded, willed or otherwise transferred (other than with the consent of Viessmann and in accordance with the Terms and Conditions of the Programs) and any assignment or transfer in violation of these rules will be void and may, at the discretion of Viessmann, result in the loss of membership or the cancellation of the affected Rewards, as the case may be.
- 5.8 Each member is responsible for keeping up to date on Rewards Programs regulations and the amount of Rewards in his/her account. Viessmann shall attempt to communicate statements and/or other program information and/or promotional information to

members. Viessmann shall have no liability for any failure to do so.

- 5.9 Each member shall be responsible for advising Viessmann of any change in mailing or email address. Viessmann shall not be liable for misdirected communications such as mail or email or any consequences thereof.
- 5.10 Viessmann will be the final authority as to the interpretation of these Terms and Conditions, eligibility for rewards, and the amount of any rewards.
- 5.11 Viessmann Rewards Programs are void where prohibited by law.
- 5.12 Contractor understand any and all Rewards Programs within the Viessmann Rewards Program have separate rules and regulations stated in each Program Detail Document that apply to that individual program