

2023 Trail Hero Hunt Sponsorship -Ticket Spice Agreement

CONSUMER PROMOTION FULFILLMENT SERVICES AGREEMENT

This Consumer Promotion Fulfillment Services Agreement (“This Agreement”) is entered into effective as of **Date of purchase** by and between **Moab 4x4 Expo, LLC operating as Hunt 4 Prizes (“Moab 4x4 Expo”)**, a Montana limited liability company running the **Hunt 4 Prizes - Hammer Hunt (a SINGLE event promotion) (“The Promotion”)** acting as the **“Independent Contractor”**, on the one hand, and **Your Brand, the (“The Client”)**, on the other hand. In consideration of the covenants in **This Agreement** and other good and valuable consideration, the receipt and adequacy of which are acknowledged by both parties, **Moab 4x4 Expo** and **The Client** agree as follows:

1. PURPOSE OF THIS AGREEMENT.

(a) **The Promotion** (together with other parties and/or their affiliates) plans to conduct an approx **~60 day** consumer promotion beginning on (**“The Promotion Start Date”**) **Aug 1st, 2023** and ending on/or before **October 7th, 2023** (**“The Promotion Period”**), and desires to offer a **Trail Hero Hunt Check-In Sponsorship to the Client.**

(b) **The Client** is responsible for providing:

1. Logo - for marketing materials & website
2. Prize - to be fulfilled by sponsor
3. Possible marketing assistance, the Client: inclusion in printed materials, hand out brochures at ride & drive, stories posted on Instagram and/or Facebook to help promote the virtual play element to at home viewers.
4. Influence Cross-Promotion: utilize the influencers attending Trail Hero.

(d) **The Client** wishes to (i) participate in **The Promotion** solely in the capacity as **Sponsor level purchased at Trail Hero Hunt**; (ii) engage **Moab 4x4 Expo** to provide certain services designed to facilitate **The Client’s** participation in **The Promotion**, as further described below (**“The Services”**); (iii) provided by the **Moab 4x4 Expo**; and (iv) provide certain limited fulfillment services regarding delivery of the prizes to the prize winners, subject to the terms and conditions in **This Agreement.**

(e) Events included in the **Promotion**:

- (i) **Trail Hero: Trail Hero Hunt**

2. SERVICES FULFILLMENT

The Promotion and The Client represent and warrant that (i) all **The Services** listed below will be provided in a workmanlike manner in accordance with industry standards and all applicable laws, rules and regulations, and (ii) they have the legal right to provide all information included in the **“Permitted to Use Section”** below.

The Client will:

1. **The Client** will release creative control of **The Promotion’s** marketing collateral in line with the information included in the **Promotional Rights** section below.
2. The Services:

Refer to Appendix A below that calls out all the deliverables for The Client

“The Promotions” will:

c. In consideration of the **Trail Hero Hunt Sponsorship Level Amount** paid by The Client, **The Promotions** wishes to provide the following to **The Client** in connection with the participation as a **Sponsor level purchased at the Trail Hero Hunt for The Promotion:**

4. **The Services**

Refer to Appendix A below that calls out all the deliverables for The Promotion

5. **Client’s Logo**

- Logo on **The Promotion** website, event hunt map/game brochure, email blast, and related marketing materials
- Logo on general feather flags and sandwich boards
- Logo on graphics suite designed for Instagram

6. **Free Drawing**

- **Faith Dumont** (“**The Promotion’s Manager**”) has the freedom to fundraise and/or collect prizes from other brand partners, industry brands, and affiliates i.e. “**Free Drawing Prizes**”.
- Your check-in location (Trail Hero) may have an incentive attached to it to help increase the draw and value of your destination/activation. The participant would receive an increased amount of drawing entries for personally visiting your location. **The Promotion** is incentivizing the check-ins at vendor booths to help create foot traffic and give the participant a chance to qualify for even more prize drawing entries.
- These Free prizes will be approved by **The Client** before adding them to the prize pools to avoid any brand conflicts.

7. **Qualifying for Prize Drawing Entries**

This hunt will be a hybrid of on-site and at home participation. People at home, who cannot attend the event, can virtually participate in the hunt and qualify for FREE prize drawing entries. People at the event can check-in by uploading photos to qualify for FREE prize drawing entries. For more information visit Hunt4Prizes.com for a copy of the rules.

- **Virtual Check-In at Home:** Watch a commercial or visit the hunt website and answer qualifying questions correctly that prove they saw your necessary ads or branding at the event.
 - **Virtual Check-In at Destinations:** Answer questions to qualify for a single prize drawing entry while viewing a video, helping information, or an ad from the sponsor.
 - **Virtual Check-In at Vendor Show:** Answer questions to qualify for a single prize drawing entry while viewing a video, helping information, or an ad from the sponsor.
 - **In-Person Check-in at Vendor Show (Trail Hero):** Upload photos to qualify in the prize drawing. Incentivized to help with foot traffic at the vendor booths.
 - **In-Person Destination Check-ins:** Upload photos to qualify for entries in the prize drawing. Incentivized to help with foot traffic at the destination/activations.
- Event staff will be confirming the qualifying entries all day, **Wednesday, October 11th, 2023**, in preparation for the random winner selections and the winner announcements online. Participants will be able to check the Hunt4Prizes.com and TrailHeroHunt.com websites for a list of winners. Winners will be emailed shortly after to help coordinate their prizes.

8. **Liability of Gift Card and Prize Vouchers**

- **The Promotion and The Promotion's Manager** are not responsible/liable for the delivery of prizes/products/services/goods promised by any of the delivered vouchers and/or gift cards donated by **The Client**. The responsibility is on **The Client's** brand, merchant, and/or affiliate to deliver the promised goods to **The Promotion's Manager** or **Registered Participant** winner.

9. **FREE Hunt Winners**

- **The Promotion's Manager** will email the **Registered Participant Winner** their electronic gift card or promo code if that is the prize provided by the Client. If **The Client** has agreed to ship a prize, **The Client** will ship or email their prize to the winner in a timely manner. **The Promotion** will be responsible for providing the **Registered Participant** winner's shipping or email information to **The Client** in a timely manner.

- **Details outlined in Section 1 - item C3**

- Once the prize has been awarded to the winner it is **The Client's** responsibility to fulfill/deliver the Prizes and/or Services promised in/on **The Client's** voucher or gift card.
- **Hunt 4 Prizes("Moab 4x4 Expo")** is not responsible for the fulfillment of the prizes promised by **the Client**. If **the Client** is not able to deliver the goods/prizes promised to the winner (for any reason ie: inventory shortage, lost in shipping, manufacturing issues, etc.) **the Client** will be responsible for delivering the cash value or something of greater value to the winner, whatever the winner agrees to.
- If a prize(s) needs to be shipped or emailed to the winner(s), The Promotion has 30 days to deliver the prize to the winner.

j. **The Promotions** will have creative control over the following marketing collateral in line with the information included in the **Promotional Rights** section below.

Event Logo
Feather Flags
Sandwich Boards
Game Brochures
Social Graphics Suite
Email Blast

**T-Shirts
Completion/Commemorative Medallions**

3. PROMOTIONAL RIGHTS.

(a) **Permitted to Use.** During the Term of **This Agreement**, **The Client** authorizes **The Promotion** to use the following, solely in connection with advertising **The Promotion** during **The Promotion Period** and at no other time: **The Client's** trademarks and logos solely in the forms provided by **The Client** (collectively, ("**The Client's Property**")), in all forms of media and on the websites and social media accounts used by **Moab 4x4 Expo** to advertise, conduct and/or support **The Promotion**.

(i) **The Client's Name**

(ii) **The Client's Logo**

(b) **Approval Rights.** All materials for **The Promotion** produced by **Moab 4x4 Expo**, and/or its agents or representatives, that contain references to **The Client's Property** must be pre-approved in writing by "**The Client's Representative**" in line with the "**Approval Timeframe**" below. At all times, as between the Parties, **The Client** shall retain all rights to **The Client's Property**. **The Promotion** may not modify or use **The Client's Property** in any manner not expressly authorized by **This Agreement** or otherwise in writing by **The Client**. Upon the earlier of (i) the end of **The Promotion Period**, or (ii) termination or expiration of **This Agreement**, **Moab 4x4 Expo** will immediately cease all use of **The Client's Property**.

(c) **Approval Timeframe.** After being sent the final proof of each marketing collateral, **The Client's Representative** will have 24 hours to suggest edits or revisions. After 24 hours, to avoid delaying the promotion of the event, **Moab 4x4 Expo** will release the creative in a timely manner even without the written approval from **The Client's Representative** if it has not been received within 24 hours. Once the collateral is printed, if any changes are requested after the 24 hour period, reprints will be at a cost to **The Client**.

4. TERM AND TERMINATION.

The term of **This Agreement** shall begin as of the date first purchased and unless terminated sooner by mutual agreement of the parties or otherwise, shall expire on the date that **The Services** have been delivered to **the Trail Hero Hunt Sponsorship level purchased** during **The Promotion Period**.

5. IF THE MAIN EVENT OR THE PROMOTIONS IS CANCELED.

The Promotion is a covid friendly promotion that can be automated in the event that the primary “main event” is canceled i.e. “**Trail Hero**”. Government involvement is the only outside factor that may affect the execution of **The Promotion** i.e. Stay at Home Orders.

If the event is canceled by **Moab 4x4 Expo**, **The following refund schedule will take effect:**

30 days before the “Promotion Start Date”

- 85% will be refunded to **The Client**.
- 15% will be retained by **The Promotion** to cover the costs of the time and services delivered to market and produce **The Promotion** up until 30 days before the “**Promotion Start Date**”

21 days before the “Promotion Start Date”

- 70% will be refunded to **The Client**.
- 30% will be retained by **The Promotions** to cover the costs of the time and services delivered to market and produce **The Promotions** up until 21 days before the “**Promotions Start Date**”

14 days before the “Promotions Start Date”

- 50% will be refunded to **The Client**.
- 50% will be retained by **The Promotion** to cover the costs of the time and services delivered to market and produce **The Promotion** up until 14 days before the “**Promotions Start Date**”

7 days before the “Promotions Start Date”

- 30% will be refunded to **The Client**.
- 70% will be retained by **The Promotions** to cover the costs of the time and services delivered to market and produce the event up until 7 days before the “**Promotions Start Date**”

During Promotions Event Week.

- 15% will be refunded to **The Client**.
- 85% will be retained by **The Promotion** to cover the costs of the time, services, and products ordered, produced, and delivered to market and produce **The Promotions** the week of **The Promotions**.

The Client does NOT receive a refund if they cancel due to their own reasons.

The Client receives a 100% refund if **The Promotion** is unable to raise sufficient funds to conduct the event in a professional and timely manner. The Client will be notified as soon as possible if this situation occurs.

6. INDEMNIFICATION.

(a) **By Moab 4x4 Expo.** **Moab 4x4 Expo** will indemnify, defend and hold harmless **The Client** and its affiliates, its subsidiaries and their respective officers, directors, agents, and employees (hereinafter collectively called ("**The Client's Indemnitees**") from and against any and all losses, damages, claims, actions, costs and expenses, including but not limited to attorneys' fees (collectively, "**Claims**"), that may be brought against any "**Client Indemnitee**" arising out of or based upon any matter whatsoever relating to (i) the provision by **Moab 4x4 Expo** of the Services and the use of the Services by **The Promotions** in connection with **The Promotions**; (ii) the delivery to **The Client** of the **Participant List** and **The Client's** use of such information in a lawful manner, including but not limited to all privacy-related claims; and (iii) **The Promotions**, including without limitation the manner in which **The Promotions** is advertised, administered or conducted; the compliance of **The Promotions** with all applicable federal, state and local laws, rules and regulations including specifically (but not limited to) the "**Telephone Consumer Protection Act of 1991**" and all federal and state laws, rules and regulations governing consumer privacy rights, contests and sweepstakes; the compliance of the Promotion with all terms of use, rules and requirements of the social media sites being used by **Moab 4x4 Expo** in **The Promotion** including but not limited to **Instagram**; **GoDaddy Site Builder**, **Google Forms**, **Form Facade**, **Ticket Spice**, **Hunt4Prizes.com** and the **HammerHunt.com "The Methods of Entry"**; the use of the Prize Winner's information to deliver the Prize; the method in which winners are selected and notified; compliance (or failure to comply) with "**Internal Revenue Service**" reporting requirements; acts or omissions of any employee, agent or representative of **Moab 4x4 Expo**; and acts or omissions of any firm, individual, agent or subcontractor employed by or on behalf of **Moab 4x4 Expo** to perform any activities related to **The Promotion**.

(b) **By The Client.** **The Client** will indemnify, defend and hold harmless **Moab 4x4 Expo** and its officers, members, managers, directors, agents, and employees (hereinafter collectively called "**Moab 4x4 Expo Indemnitee**") from and against any and all **Claims** that may be brought against any **Moab 4x4 Expo Indemnitee** arising out of or based upon the use by **Moab 4x4 Expo** of the **The Client's Property** as authorized by **This Agreement**.

(c) A party seeking indemnity under **This Agreement** will promptly notify the indemnifying party in writing of the existence of any claim, demand or other action giving rise to a **Claim** for indemnification under this Section 5 and will give the indemnifying party a reasonable opportunity to defend the same at its own expense and with its own counsel, provided that the indemnified party will at all times have the right to participate in such defense at its own expense. If, within a reasonable amount of time after receipt of the notice of a **Claim** the indemnifying party fails to undertake to so defend, the indemnified party will have the right, but not the obligation, to defend and to compromise or settle (exercising reasonable business judgment) the **Claim** for the account and at the risk and expense of the indemnifying party. The indemnified party will make available to the indemnifying party, at the indemnifying party's expense, such information and assistance as the indemnifying party shall reasonably request in connection with the defense of a **Claim**. The indemnifying party will not enter into any settlement that contains any admission of or stipulation to any guilt, fault, liability or wrongdoing by any indemnified party or that adversely affects any indemnified party's rights or interests, without prior written consent of the indemnified party (to be given or withheld in the indemnified party's sole discretion).

(d) The rights and obligations under this provision will survive termination or expiration of **This Agreement** for any reason until the expiration of the applicable statute of limitations.

7. RELATIONSHIP OF THE PARTIES.

The Client and The Promotion's relationship to each other under **This Agreement** shall be solely that of **independent contractors**, and at no time shall either party represent or hold itself out as an agent or employee of, or act on behalf of, the other.

8. GENERAL PROVISIONS.

a) **Notices.** All notices hereunder shall be given in writing to the address and/or email of the Parties appearing at the end of **This Agreement** , and shall be deemed delivered upon the earliest to occur of: (i) upon receipt if by personal delivery or overnight courier with a tracking number; or (ii) seventy-two (72) hours after being mailed, registered or certified, postage prepaid, return receipt requested; or (iii) forty-eight (48) hours after electronic confirmation if by electronic mail or other electronic

method. Either party may change its address, electronic mail address, or facsimile number by written notice to the other party.

b) **Applicable Law; Severability.** **This Agreement** shall be governed by the laws of the State of Montana without regard to principles of choice of law or conflict of laws. Any provision of **This Agreement** which may be prohibited by or otherwise held invalid, void, or unenforceable shall be ineffective only to the extent of such prohibition or invalidity and shall not invalidate or otherwise render ineffective any other provisions hereof. Disputes arising under **This Agreement** shall be brought exclusively in the federal and state courts located in Billings, Montana.

c) **Non-Waiver.** The failure of a party to exercise any rights in respect of any breach or alleged breach of **This Agreement** by another party shall not constitute a waiver of the breach or of any provision of **This Agreement** , and a failure to promptly exercise any right hereunder shall not be deemed a waiver or bar to the exercise of such right in the future.

d) **Successors; Assigns.** No party may assign **This Agreement** or any rights or obligations hereunder without the prior written consent of the other party, in their sole discretion. **This Agreement** shall be binding upon and ensure to the benefit of the permitted heirs, executors, administrators, successors and assigns of the respective parties.

e) **Advice of Counsel.** Both Parties hereby acknowledge that they have had the opportunity to consult with their attorneys prior to signing **This Agreement** , that they have carefully read and fully understand all of the provisions of “**This Agreement**” and that they have executed **This Agreement** without any duress or undue influence.

f) **Entire Agreement of the Parties.** **This Agreement** , together with all amendments hereto, constitutes the entire agreement of the Parties, and supersedes all prior and contemporaneous oral or written agreements between the Parties, with respect to the Promotion and the related matters described herein. Any modification or waiver of any provision of **This Agreement** will be effective only if it is in writing and signed by both Parties hereto.

g) **Counterparts; Facsimile and .pdf Signatures.** **This Agreement** and all amendments may be executed in counterparts and all such executed counterparts when taken together shall constitute one agreement binding on each of the Parties. Facsimile and .pdf signatures shall be binding upon receipt, the same as original signatures.

h) **No Third-Party Beneficiaries.** **This Agreement** shall not confer any rights or remedies upon any person or entity, other than the Parties hereto and their respective successors and permitted assigns.

i) **Compliance with Laws.** Each party represents and warrants to the other that it shall comply with all applicable laws, rules and regulations in relation to the performance of its obligations under **This Agreement** and acknowledges that each party reserves the right, effective immediately upon delivery of written notice to the other party, to terminate **This Agreement** if its performance of its obligations or payment or receipt of consideration hereunder would, as reasonably determined by a party, result in that party's non-compliance with any laws, rules and regulations.

The Parties have executed **This Agreement** by checking the box at check out when purchasing sponsorship.