

# WINNWELL Brand Ambassador Terms and Conditions

THIS BRAND AMBASSADOR AGREEMENT is made effective as of (date) by and between Winnwell Inc (“WINNWELL”) and (Ambassador Name) (“Brand Ambassador”)

## Terms and Conditions of Brand Ambassador Agreement

If your application is accepted to be part of the WINNWELL Brand Ambassador Program, the expectation is that you will post photos and videos, at a minimum of 3 pieces of content per month, with WINNWELL products displayed clearly on your personal social media platforms/networks.

If you are accepted to be part of the WINNWELL Brand Ambassador Program you will be required to sign a release to grant permission to the rights to use your image, likeness and voice as recorded on audio or video tape without payment or any consideration of any kind. Your content may be edited, copied, exhibited, published or distributed by WINNWELL or agent of WINNWELL’s choosing and you will waive the right to inspect or approve the finished product wherein your image/content/likeness etc. appears. Additionally, you will waive any right to royalties or other compensation arising or related to the use of your image or content.

### **A. As a Brand Ambassador, I understand and agree to the following:**

After application approval, by accepting a position in the WINNWELL Brand Ambassador program, I am confirming and/or agreeing to the following terms and conditions:

1. I have the legal capacity to enter into this agreement
2. I am not an employee, agent, franchisee, joint venturer, or partner of the WINNWELL. I cannot act on behalf of WINNWELL. I do not have any authority to incur debt, obligation, or liability on behalf of WINNWELL.
  - a. I will promote and market WINNWELL products to consumers on my social media platforms/networks
  - b. I will receive test/wear/model/experience and write about WINNWELL products on my social media networks/platforms (blogs, posts, pictures, videos, etc.).
  - c. I will share WINNWELL brand message on my social networks/platforms

- d. I will receive new WINNWELL products, in their discretion, and model them to be used as product images.
  - e. I will share content on my social media networks/platforms using WINNWELL brand hashtags: tag **#Winnwell #InItForTheGame #PlayMoreForLess**
3. I agree that, in the sole and unfettered discretion of WINNWELL, I will receive certain WINNWELL product of their choosing for my images and videos used for marketing or website content, including shared content on my social media platforms/networks. I will not receive any cash value or any compensation whatsoever for images posted by me or otherwise nor do I have the right to approve any edited images or videos by WINNWELL. When given the product selected by WINNWELL, WINNWELL will continue to own the rights to use any image or otherwise developed by the Brand Ambassador for WINNWELL's marketing or website content in their sole and unfettered discretion.
  4. I agree that all communications, materials, concepts, and plans developed by Brand Ambassador posted to social media platforms/networks which are or have been made, conceived, or written by Brand Ambassador and which are based upon actions performed by Brand Ambassador for WINNWELL pursuant to this Agreement, shall belong exclusively to WINNWELL, including, without limitation, all rights to obtain copyrights therein. All communications, materials, and artwork provided to Brand Ambassador by WINNWELL, as applicable, shall remain the property of WINNWELL, including without limitation, any copyrights or other intellectual property rights therein.
  5. I understand that I will not receive monetary compensation, gift cards or otherwise by WINNWELL for the use of images or videos created by Brand Ambassador used on the WINNWELL's social media networks.
  6. I will not sell WINNWELL product on unauthorized websites on the internet or in retail establishments.
  7. I will protect WINNWELL's trademark and goodwill by not reproducing WINNWELL's name/trademark or any WINNWELL materials for use in advertising without the written approval of WINNWELL.
  8. I will promote WINNWELL products on my social media platforms/networks by posting appropriate photos and/or videos showcasing WINNWELL products. I will contact WINNWELL if a clear understanding of "appropriate" content is needed. I will not receive any financial or other compensation whatsoever for WINNWELL product promotion through my social media platforms/networks.

9. I will post as often as I would like on my social media platforms/networks and a minimum of 3 times per month and tag **#Winnwell #InItForTheGame #PlayMoreForLess** in each post that relates to the hockey or WINNWELL product. I understand that I have permission and I am encouraged to repost an existing social media post by WINNWELL.
10. I will conduct myself in a manner that reflects the highest standard of integrity and responsibility in keeping with the reputation of WINNWELL. If I do not uphold these standards, I will be immediately removed from the WINNWELL Brand Ambassador Program and forfeit any unused WINNWELL product immediately.
11. If I choose to leave the WINNWELL Brand Ambassador program, any photos, videos etc. sent to WINNWELL or posted on my social media networks/platforms will remain in their database to use on their social media platforms, website and marketing campaigns in their sole and unfettered discretion without any compensation being provided to me whatsoever
12. I must be an active WINNWELL Brand Ambassador to remain in the program. “*Active*” pertains to posting content at least three times per month which includes at least one pre-approved WINNWELL hashtag.
13. I agree that WINNWELL reserves the right to cancel this agreement at any time.
14. I agree to WINNWELL’s privacy policy and I have read and agree to these terms.

**B. WINNWELL (WINNWELL) understands and agrees:**

1. WINNWELL will compensate the Brand Ambassador with free WINNWELL product in their sole and unfettered discretion. Once compensated, WINNWELL owns the rights to use any image, video, etc. created by Brand Ambassador for campaigns or general marketing purposes even should the Brand Ambassador leave the program.
2. WINNWELL may provide additional reward points / product awards / free product to top performing Brand Ambassadors at its discretion.
3. If WINNWELL terminates the program, WINNWELL must provide two weeks’ written notice to all Brand Ambassadors prior to the termination date.

4. WINNWELL will retain the rights to use any photos sent by Brand Ambassadors or any photos Brand Ambassadors tag WINNWELL in, even if the Brand Ambassador exits the program.
5. WINNWELL agrees to adhere to WINNWELL's Privacy Policy and Terms & Conditions.

### **C. General:**

1. This agreement is subject to acceptance by WINNWELL and is conditioned by the acceptance of these Terms and Conditions.
2. Either party may terminate this agreement immediately for cause or without reason upon written notice.
3. WINNWELL may discontinue the Brand Ambassador Program at any time.
4. The Brand Ambassadors will not be treated as a WINNWELL employee for any reason.
5. This Agreement shall be constructed in accordance with and governed by the laws of the Province of Ontario

## **Brand Ambassador Selection Criteria**

Acceptance to the WINNWELL Brand Ambassador Program is at the sole direction of WINNWELL. The following are the selection criteria that must be met for acceptance

1. Quality of Content – Brand Ambassadors must demonstrate a high quality of existing content on their social media profiles
2. Hockey Content- Brand Ambassadors must already have hockey content in their profiles
3. Demonstrate a love of the game – Brand Ambassadors must have demonstrated a passion for Hockey through existing content
4. # of followers on social media platforms
5. Demonstrate engagement with their social media followers / communities

