

## Affiliate Agreement

This Affiliate Agreement ("Agreement") between

\_\_\_\_\_ and Event Wines, Inc. d/b/a Benefit Wines ("Company") contains the complete terms and conditions that apply to your participation as a participating charitable organization ("Affiliate") in the company wine fundraising programs.

Your signature below, as an authorized agent for the affiliate indicates that you have read the terms and conditions of this agreement and you agree to abide by said terms and conditions.

**Privacy Policy** – Benefit Wines respects the privacy of its customers and affiliates and promises not to disclose personal or business information to third parties. Benefit Wines will not sell any collected name, E-mail address, phone number, fax number or any other personal information to anyone else. Benefit Wines considers this information to be private, and it will remain as such, unless you otherwise instruct us to do so. If you have any questions about your privacy rights, or would like further information regarding the confidentiality of your interactions with Benefit Wines, contact us at [craig@charitywines.com](mailto:craig@charitywines.com)

**Term of the Agreement** - Company or the affiliate may terminate this agreement by providing written notice to the other party, with or without cause. Affiliates earn donations on orders occurring during the term of the agreement. As an affiliate, you must ensure that your site and/or organization does not:

Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age.

Incorporate any materials that infringe or assist others to infringe on any copyright, trademark or other intellectual property rights or to violate the law.

Is in any way unlawful, harmful, threatening, defamatory, obscene, harassing, or racially, ethnically or otherwise objectionable to company in its sole discretion.

Contain software downloads that potentially enable diversions of donations from other affiliates in our program.

Utilizes Pop-Up, Pop-Under, or automatic redirects to link to our site. Any method that automatically redirects the Customer to BENEFIT WINES website by execution of an affiliate link not provided by Benefit Wines is in violation of the Affiliate Program Agreement.

**Promotion and Links** - Once you have been notified that your portal has been established with BENEFIT WINES, you may provide on your site, one or more Link(s) to the Benefit Wines Affiliate Web Portal Address provided, as you deem appropriate. Emails, websites, banner ads, community forums, social network sites, as well as traditional marketing distribution methods may be used to promote the affiliate portal. BENEFIT WINES will provide you with artwork and marketing materials to use in promoting your program. You must ensure that each of the links between your site and BENEFIT WINES properly utilizes this special link format given by the company in order to ensure proper tracking of affiliate-referred sales. General access to this portal may be available through the main Benefit Wines website, but it is not guaranteed to track sales and donations accrued for the affiliate. You will earn donations with respect to sales activity on our retail partner site occurring directly through the portal provided by Benefit Wines. Benefit Wines will not be liable to you with respect to any failure by you to use these links as prescribed, including to the extent that such failure may result in any reduction of amounts that would otherwise be paid to you pursuant to this agreement.

**Order Processing** – The company will process product orders placed by customers who follow links from your site to our site or through general traffic generated through the company website. The company reserves the right to reject orders that do not comply with ordering requirements established or any orders that violate shipping or age requirements when purchasing alcoholic beverages. The company will be responsible for all aspects of order processing and fulfillment. The company will prepare order forms, process payments, cancellations, returns and handle all related customer service issues. At no time shall affiliate accept cash as payment for alcoholic beverages as this could be construed as the solicitation of alcohol and is illegal. Company will only accept credit card or check payment for orders received.

**Donation Schedule** - You will earn donations on sales of all products based on the base cost price of \$12.99 per bottle. Any additional funds collected for product(s) or package(s) sold above this amount will be donated back to the organization. The donations will be credited to your account whether it is purchased through the Benefit Wines website, telephone or paper order form received by mail or fax. Paper orders must use Benefit Wines approved order forms and the customer must submit this order form to Benefit Wines directly via US Mail or fax.

**Donation Payment** - Donations of \$100 or more will be paid by the 15<sup>th</sup> of each month for the prior month's sales. Donation amount totaling less than \$100 will be added to the following month(s) until the donation amount exceeds \$100 or until the quarter ends. Benefit Wines parent company, Event Wines, Inc., will send you a check for the cumulative donations earned on products that were shipped during the term and any and all other fees due to you. Sales will be deemed "pending" after each sale to ensure delivery has been made, products have not been returned, and the order is not fraudulent. Payments will be made payable and sent via first class mail to the organization name and address provided on this agreement. Payments will be made, less any outstanding costs accrued by the organization including sample products or products sold below cost. In the event outstanding costs are more than referral fees accrued, the organization will be billed and be responsible for paying the outstanding costs minus referral fees accrued, if any.

### **Obligations of Affiliate-**

**Website:** You will be solely responsible for the development, operation, and maintenance of your organization's website and for all materials that appear on your site. Such responsibilities include, but are not limited to, the technical operation of your site and all related equipment; ensuring that materials posted on your site do not violate or infringe upon the rights of any third party and are not libelous or otherwise illegal. Benefit Wines disclaims all liability for all such matters. Further, you will indemnify and hold us harmless from all claims, damages, and expenses (including without limitation, attorneys' fees) relating to the development, operation, maintenance, and contents of your site.

**Promotion:** This program is designed to be mutually beneficial to the affiliate and company. Benefit Wines produces investment of time, resources and materials in good faith. Affiliate agrees to use the materials provided or other approved materials to promote the program to the affiliate's supporters and benefactors, including, but not limited to email distribution and banner ad placement on organization's website. Failure to use supplied or approved marketing materials may result in termination of the program.

"America's Charity Wine Shop"

# BenefitWines

**Limitation of Liability** – Company and/or affiliate will not be liable for indirect, special or consequential damages, or any loss of revenue, profits or data, arising in connection with this agreement or the program, even if company and/or affiliate have been advised of the possibility of such damages. Further, the company's and or affiliate's aggregate liability arising with respect to this agreement and the program will not exceed the total donations paid or payable to the affiliate under this agreement.

**Relationship of Parties** - This Agreement does not create any partnership, joint venture, agency, franchise, sales representation, or employment relationship between the affiliate and the company. The affiliate and the company are independent entities. The affiliate has no authority to make or accept any offers or representations on our behalf. The affiliate is unable to make any claims that reasonably would contradict anything in this agreement.

**Indemnification** - The Affiliate hereby agrees to indemnify and hold harmless the company, its subsidiaries and affiliates, and their directors, officers, employees, agents, consultants, shareholders, partners, members, and other owners, against any and all claims, actions, demands, liabilities, losses, damages, judgments, settlements, costs, and expenses (including reasonable attorneys' fees) (any or all of the foregoing hereinafter referred to as "Losses") insofar as such losses (or actions in respect thereof) arise out of or are based on (i) any claim that our use of the Affiliate Trademarks infringes on any trademark, trade name, service mark, copyright, license, intellectual property, or other proprietary right of any third party, (ii) any misrepresentation of a representation or warranty or breach of a covenant and agreement made by you herein, or (iii) any claim related to your site, including, without limitation, content therein not attributable to us. Further, the affiliate agrees and understands that they have the rights to any and all material (including, but not limited to artwork, photographs, logos) provided by the affiliate to the company for the purpose of design, creation, production, marketing and sale of products in this program. If material provided includes a name, likeness and/or image of a person, the affiliate warrants that they have the right to use and promote the name, likeness and/or image of said person to create, produce, import, distribute, market and/or sell a wine product, the brand of which shall be based upon the name, likeness and/or image of the material provided by the affiliate.

**Disclaimers** - BENEFIT WINES makes no warranties with respect to the program or any products sold through the program other than those specified in the terms and conditions of the website. BENEFIT WINES makes no guarantee that the operation of our site will be uninterrupted or error-free. In such an instance Benefit Wines will not be liable for the consequences of any interruptions or errors.

**Limited License** - Benefit Wines grants affiliate a non-exclusive, non-transferable, revocable right to access our site through the links provided to you by Benefit Wines solely in accordance with the terms of this agreement and solely in connection with such links to use our logos, trade names, trademarks, and similar identifying material relating to the company (collectively, the "licensed material"), for the sole purpose of referring traffic on your site to the BENEFIT WINES website. You may not alter, modify, or change the licensed materials in any way. You are only entitled to use the licensed materials to the extent that you are a member in good standing of the Affiliate Program. Affiliate shall not create, publish, distribute, or permit any written or broadcast any spoken material that makes reference to the company without first submitting such material to us and receiving the company's written consent, which Benefit Wines agree shall not be unreasonably withheld.

**Independent Investigation** - YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO ALL ITS TERMS AND CONDITIONS. YOU UNDERSTAND THAT BENEFIT WINES MAY AT ANY TIME (DIRECTLY OR INDIRECTLY) SOLICIT CUSTOMER REFERRALS ON TERMS THAT MAY DIFFER FROM THOSE CONTAINED IN THIS AGREEMENT OR OPERATE WEB SITES THAT ARE SIMILAR TO OR COMPETE WITH YOUR WEB SITE. YOU HAVE INDEPENDENTLY EVALUATED THE DESIRABILITY OF PARTICIPATING IN THE PROGRAM AND ARE NOT RELYING ON ANY REPRESENTATION, GUARANTEE OR STATEMENT OTHER THAN AS SET FORTH IN THIS AGREEMENT.

**Miscellaneous** - This Agreement will be governed by the laws of the United States and the Commonwealth of Massachusetts, without reference to rules governing choice of laws. Any action relating to this Agreement must be brought in the federal or state courts located in Massachusetts, and you irrevocably consent to the jurisdiction of such courts. You may not assign this Agreement, by operation of law or otherwise, without our prior written consent. Subject to that restriction, this Agreement will be binding on, inure to the benefit of and be enforceable against the parties and their respective successors and assigns. Our failure to enforce your strict performance of any provision of this Agreement will not constitute a waiver of our right to subsequently enforce such provision or any other provision of this Agreement.

Organization Name: \_\_\_\_\_

**IMC #:**

Contact: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_/\_\_\_\_/\_\_\_\_

I certify that I am authorized to sign on behalf of above-mentioned organization and accept these terms and conditions.