

Cricut® Collective Terms & Conditions

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These Cricut Collective Terms and Conditions (“*Cricut Terms*” or the “*Agreement*”) are entered into by and between you and Cricut, Inc. (“*Cricut*”, “*we*”, “*our*”, or “*us*”). For purposes of these Cricut Terms, “*you*” refers to the Cricut Collective Rewards Program (the “*Program*”) Member (“*Member*”). As a condition of your participation to the Program, each Member is responsible for complying and agrees to comply with these Cricut Terms. Each Member understands that certain elements of the Program include other third-party websites (e.g., LoudCrowd.com, the social media of your choice, etc.) and may also be bound by the terms and conditions of those Third-Party Affiliate Platforms (individually and collectively, “*Third-Party Terms*”). Notwithstanding the foregoing, where any Third-Party Terms contradict these Cricut Terms, the Cricut Terms shall govern. The Cricut Terms are subject to change from time to time by Cricut, which we will post on our Program website. By participating in the Program and agreeing to these Cricut Terms, you agree as follows:

1. DEFINITIONS

1.1. The term “*our website*” refers to various Cricut® properties located at www.cricut.com and its related subdomains;

1.2. “*Party*” refers to either Cricut or you, and “*Parties*” refers to both Cricut and you together;

1.3. “*Participating Content*” shall refer to any content posted by a Member which tags the official Cricut account on the respective social media platform, and includes the hashtags #cricut #cricutpartner #ad. Participating Content also includes your name, image, voice, likeness, social profile information, other related personal identifiers, and any other content you may provide us (collectively, “*Member Content*”)

2. ENROLLMENT

2.1. After receiving your application, we will review it and notify you if you have been accepted into our Program. We endeavor to review applications within three (3) business days; and we will send you an email approval from us if you are accepted to the Program. If you have not received an approval within a reasonable period of time, or if you would like to inquire as the status of the application, please email cricutcollective@cricut.com.

2.2. We reserve the right to approve or reject any application in our sole discretion for any reason. As such, each Member’s involvement in the Program remains subject to this discretion.

2.3. Even if you are accepted to participate in the Program and your Participating Content is later determined (in our sole discretion) to be unsuitable based on our criteria for the Program or for any other reason, we may terminate this Agreement.

3. CONTENT RESTRICTIONS

3.1. Your Participating Content may be found unsuitable if it falls under any of the following conditions. Conditions are, but not limited to, content that:

3.1.1. Infringes on our or any anyone else’s intellectual property, publicity, privacy, or other rights.

3.1.2. Violates any applicable law, rule, or regulation, or does not otherwise conform with Cricut Terms of Use and our related policies and terms set forth at <http://cricut.com/legal>.

3.1.3. Contains any material or subject matter that is threatening, harassing, defamatory, obscene, harmful to minors, or contains nudity, pornography, or sexually explicit materials.

3.1.4. Is derogatory or disparaging to the Cricut brand.

4. REWARD GENERATION

4.1. You are only eligible to earn rewards on Participating Content posted during the term of your Cricut Terms.

4.2. You will receive a confirmation e-mail for any posted Participating Content that has qualified for rewards (“*Qualified Content*”).

4.3. Except as set forth in Section 4.6 below, rewards for Qualified Content shall be given in the form of a coupon code for a monetary credit to be used toward the purchase of any item on www.cricut.com (“*Credit Reward*”), or a cash payout through a digital payment platform (e.g. Venmo, PayPal, etc.) (“*Cash Reward*”). Reward payment methods may change from time to time (in our sole discretion), however, whether Credit Rewards or Cash Rewards, collectively these or other payment methods shall be referred to as a “*Standard Reward*”

4.4. You will receive one Standard Reward for every three (3) Qualified Content posts made in a single calendar month.

4.5. You may earn one Standard Reward per month, up to 10 times per calendar year. The maximum dollar value of Standard Rewards you may earn in any given calendar year is four hundred and fifty US dollars (\$450.00 USD) (the “*Standard Reward Limit*”).

4.6. We may run special challenges which give you the opportunity to earn further rewards which shall not count toward your monthly Standard Reward limit. These special challenge rewards shall be given in the form of a coupon code for a specified percentage off the price of items at www.cricut.com (“*Discount Reward*”). Discount Rewards may be subject to certain restrictions and/or exclusions during checkout.

4.7. Currently, there is no limit on the amount of Discount Rewards that may be earned in a given month or year. Discount Rewards shall not count toward the Standard Reward Limit.

5. ADVERTISING & PUBLICITY

5.1. While you may link to and share with friends/family/followers their ability to apply to the Program, you agree to not otherwise create, publish, distribute, or print written material intended to divert traffic from our Program (or replicate our Program) without first submitting that material to us and receiving our prior written consent.

5.2. If you intend to promote our Program via e-mail campaigns, you must adhere to all applicable marketing, advertising, endorsement, and publicity laws including without limitation the following:

5.2.1. Abide by the CAN-SPAM Act of 2003 (Public Law No. 108-187) with respect to our Program.

6. NON-DISPARAGEMENT

6.1. You agree, for the during the time that you are a Cricut Collective Member and for two (2) years thereafter, not to disparage Cricut, its officers, directors, employees, shareholders, and agents, in any manner likely to be harmful to its or their business, business reputation, or personal reputation.

7. OPERATIONS OUTSIDE UNITED STATES

7.1. If you are posting Qualifying Content from any country outside of the United States, you will follow all applicable laws and regulations of those countries. For example, you will comply with your country's equivalent of the FTC's laws and regulations regarding social media endorsements. You agree to indemnify and hold Cricut and its affiliates harmless against any claims or actions alleging or resulting from your failure to follow any such laws and regulations.

8. FTC DISCLOSURE REQUIREMENTS

8.1. All Participating Content must include a valid and properly drafted disclosure statement and appropriate hashtags. The disclosure statement should be clear and concise, stating that we are compensating you for your endorsement. Hashtags and disclaimers are subject to change over time and it's your responsibility to review and comply with current FTC guidelines as laws and regulations may change over time.

8.2. Scrolling should not be necessary to find the disclosure. (e.g. Disclosure should be visible without tapping or clicking a prompt such as "See More", "More", or an equivalent term).

8.3. For more information about FTC disclosure requirements, please review the FTC's "Disclosures for Social Media Influencers" Guidelines at www.ftc.gov/system/files/documents/plain-language/1001a-influencer-guide-508_1.pdf; and the FTC's Endorsement Guides FAQ's at <https://www.ftc.gov/business-guidance/resources/ftcs-endorsement-guides-what-people-are-asking>.

9. LICENSE TO USE CONTENT

9.1. Subject to the terms and conditions of this Agreement, you hereby grant to Cricut and its affiliates a royalty-free, fully paid up, irrevocable, fully transferable and sublicensable right and license, to reproduce, perform, display,

transmit, publish, edit, sell, broadcast, stream over the Internet, post, distribute and otherwise use any of the Participating Content indefinitely and throughout the world in any and all formats and media whether now or hereafter known or devised and by any and all technologies and means of delivery whether now or hereafter known or devised. You further authorize Cricut to adapt, edit, summarize, translate, modify, and create derivative works of the Participating Content. For sake of clarity, as further defined above, you additionally grant identical rights to your Member Content.

9.2. You own and/or have obtained from all persons and entities who provided services for or participated in, or are, or whose trademark, copyright, or other property is, identified, depicted, or otherwise referred to in the Participating Content, such written and signed licenses, permissions, waivers, and consents (collectively, "*Permissions*," and each, individually, a "*Permission*"), including those relating to publicity, privacy, and any intellectual property rights, as are or reasonably may be expected to be necessary for Cricut to exercise its rights in the Participating Content as permitted by this Agreement, without incurring any payment or other obligation to, or otherwise violating any right of, any such person or entity.

9.3. Except for the licenses expressly granted to Cricut in this Agreement, Cricut acknowledges that: (a) as between Cricut and you, all right, title, and interest in and to the Participating Content are owned by you; and (b) any derivative works, modifications, or improvements made thereto by Cricut will be owned by Cricut. Except as set forth in Section 4, you expressly waive any and all rights to payment, royalty, license fee, or any other form of cost or compensation arising from or related to the Participating Content hereunder.

10. REPRESENTATIONS AND WARRANTIES

10.1. Each Party represents and warrants to the other Party that: (a) it has the full right, power, and authority to enter into this Agreement and to perform its obligations hereunder; (b) the execution of this Agreement by its representative has been duly authorized by all necessary actions of the party; and (c) when executed and delivered by such Party, this Agreement will constitute the legal, valid, and binding obligation of such Party, enforceable against such Party in accordance with its terms.

10.2. You represent and warrant that:

10.2.1. You solely and exclusively own and control the right, title, and interest in and to the Participating Content in connection with Cricut's uses permitted hereunder and have the full right, power, and authority to grant the rights and licenses granted hereunder;

10.2.2. You have not granted any licenses, liens, security interests, or other encumbrances in, to, or under the Participating Content, and no consents from or payments to any third-party are or will be required your grant and license of rights to Cricut hereunder or by Cricut's exercise of such rights;

10.2.3. You are free to enter into this Agreement and that your performance hereunder will not conflict with any other agreement or understanding to which you may be a party; and

10.2.4. The exercise by Cricut of the rights and license granted under this Agreement will not infringe or otherwise conflict with the rights of any other person or entity.

11. INDEMNIFICATION

11.1. You shall indemnify, defend, and hold harmless Cricut and its affiliates, officers, directors, employees, agents, sublicensees, successors, and assigns (each, a “*Cricut Indemnified Party*”) from and against all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, fees, costs, or expenses of whatever kind, including reasonable attorneys’ fees, the cost of enforcing any right to indemnification hereunder, and the cost of pursuing any insurance providers (collectively, “*Losses*”) arising out of or in connection with any third-party claim, suit, action, or proceeding (“*Third-Party Claim*”): (a) relating to any actual or alleged breach or misrepresentation by you of, inaccuracy in, or failure to perform, any representation, warranty, covenant, or other obligation hereunder; (b) relating to the subject matter of the Participating Content; (c) resulting directly or indirectly from the Participating Content or use of the Participating Content by Cricut or any of its affiliates or sublicensees in accordance with this Agreement, including failure to obtain any require Permission, or infringement or other violation of any intellectual property or other personal or proprietary rights of any person or entity resulting from the use of the Participating Content by Cricut or any of its affiliates or sublicensees in accordance with this Agreement; or (d) related to withholding taxes, labor, or employment requirements, including any liability for, or assessment of, withholding taxes imposed on Cricut by the relevant taxing authorities with respect to any compensation paid to you.

12. LIMITATION OF LIABILITY

12.1. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, CRICUT WILL NOT BE LIABLE TO YOU UNDER OR IN CONNECTION WITH THIS AGREEMENT FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, PUNITIVE, OR ENHANCED DAMAGES, OR FOR ANY LOSS OF ACTUAL OR ANTICIPATED PROFITS (REGARDLESS OF HOW THESE ARE CLASSIFIED AS DAMAGES), WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE (INCLUDING THE ENTRY INTO, PERFORMANCE, OR BREACH OF THIS AGREEMENT),

REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

13. GENERAL

13.1. Entire Agreement. This Agreement, including and together with any related attachments, is the sole and entire agreement of the Parties with respect to the subject matter herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, whether written or oral, regarding such subject matter.

13.2. Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect the enforceability of any other term or provision of this Agreement, or invalidate or render unenforceable such term or provision in any other jurisdiction.

13.3. Assignment. Cricut may freely assign or otherwise transfer all or any of its rights, or delegate or otherwise transfer all or any of its obligations or performance, under this Agreement without your consent. This Agreement is binding upon and inures to the benefit of the Parties hereto and their respective permitted successors and assigns.

13.4. Choice of Law; Venue. This Agreement and all matters arising out of or relating to this Agreement are governed by, and construed in accordance with, the laws of Utah. Any legal suit, action, or proceeding arising out of or relating to this Agreement will be instituted in the federal or state courts in each case located in Salt Lake City, Utah, and each Party irrevocably submits to the jurisdiction of such courts in any legal suit, action, or proceeding.

13.5. Relationship of the Parties. Nothing contained in this Agreement will be construed as creating any employment relationship between the Parties. You acknowledge and agree that you are not eligible for any benefits provided to employees of Cricut. You shall have full responsibility for applicable withholding taxes for all compensation paid to you under this Agreement. This Agreement shall not create any agency, partnership, joint venture, or other form of joint enterprise, or fiduciary relationship between the Parties, and neither Party has authority to contract for nor bind the other Party in any manner whatsoever.

[END OF AGREEMENT]