

ForYourParty Affiliate Invitation Designer Program *Terms and Conditions*

ForYourParty.com, LLC TERMS AND CONDITIONS FOR INVITATION AND INVITATION SUITE DESIGN SUBMISSIONS

This Designer's Submission and Licensing Agreement ("Agreement") governs the terms and conditions between you ("Designer" or "you") and www.foryourparty.com., a Skokie corporation ("For Your Party" or "fyp") regarding your participation as a Designer on ForYourParty.com and its associated mobile applications (hereinafter referred to as "For Your Party" or "fyp"). All URLs and associated mobile applications are hereinafter collectively referred to as the "Platform" or "website."

By clicking the "I Agree to ForYourParty.com's terms and conditions" box on your entry form, by initiating any transaction, or by using any part of the Platform you agree to be bound by the terms of this Agreement. This Agreement requires the parties to resolve certain matters through binding arbitration. Please the last paragraph of this Agreement for more information on the arbitration requirements and the related class action and jury trial waivers.

ForYourParty.com ("ForYourParty.com," "we," "our," or "us") appreciates your ("you," "your," or "Artist") participation in the ForYourParty.com contest set forth in the contest overview attached hereto (the "Contest Prize Overview") (such contest, the "Contest") via your submission of a design (hereinafter the "Design"). By submitting the Design to ForYourParty.com, you agree to the following terms and conditions ("Terms and Conditions"):

You promise, represent and warrant that each and every Design you submit to ForYourParty.com (a) is your own original work, (b) is not currently being published, distributed, sold or reproduced anywhere by any means in any medium (including in any books or magazines or on any websites), (c) does not contain any trademarks, logos, or copyrighted material other than that which has been provided to you by ForYourParty.com or that you solely own, and (d) does not contain any content subject to any right of publicity or privacy or any unlicensed intellectual property belonging to any third party, and (e) you have notified us of any licensed intellectual property included in your design. You acknowledge that you will not use any content provided to you by ForYourParty.com for any purpose other than to submit Designs incorporating such content to ForYourParty.com in connection with this Contest.

You acknowledge that ForYourParty.com may decline to select a Design for ForYourParty.com (our "Site") or as the winner of a cash award or any sales commissions as part of the Contest (a "Prize") for any reason at its sole discretion.

ForYourParty.com reserves the right to audit suspicious Activity and if you are found to be engaging in improper submitting tactics, ForYourParty.com may, remove your entry or entries from consideration for this Contest, terminate your account for fraud in accordance with our Terms of Service or take other corrective action.

Whether or not we select the Design for publishing on the site, you may not offer for sale, sell, or submit the Design or Matching Items (as defined below) to others or otherwise publish, distribute, or reproduce the Work or allow others to do so for any purpose until the date that is 90 days after the Contest submission deadline (the "Trial Period").

After the expiration of the Trial Period, if ForYourParty.com has not notified you that it has selected the Design for a Prize, then you will be free to use the Design for any purpose. If ForYourParty.com selects your Design for a Prize, your Design will be subject to these Terms and Conditions, including the applicable Contest Prize Overview.

During the Trial Period, we may display the Design in connection with use on products offered for sale to assess consumer interest, even if we have not yet selected your Design for a Prize.

You hereby license us the use of your name and identifying information and image (“Artist Name”) for purposes of promoting the Design both during and after the Trial Period.

If your Design is selected for a Prize by ForYourParty.com, effective upon such selection, you hereby immediately and irrevocably assign to ForYourParty.com the entire right, title, and interest in and to the copyright and all other intellectual property, “moral,” and other rights in (1) your Design and (2) digital files and (3) all and additional matching items set forth in the applicable Contest Prize Overview or otherwise requested by ForYourParty.com or provided by you in connection with your Design (“Matching Items”) (the Design and Matching Items, collectively, the “Work”), including in each case the right to sue for past infringement and the right to license the Work, including any component thereof, to third parties. For clarity, the assignment of your right, title, and interest in and to the Work does not take effect until and unless the Design is selected for a Prize by ForYourParty.com.

Without limiting the foregoing, if the Design is selected for a Prize, ForYourParty.com may, among other things, use the Work and your Artist Name in any manner, including but not limited to: (a) reproducing the Work, or portions thereof, and your Artist Name on products, (b) selling products (including but not limited to napkins, prints, greeting cards, invitations, matchbooks, coasters and any or all stationery) bearing the Design or any derivative thereof or incorporating any aspect of the Work or any derivative thereof and which may include or be associated with your Artist Name (subject to ForYourParty.com’s obligation to pay you the Sales Commission as defined and described below) and which may be, in ForYourParty.com’s sole discretion, sold via the ForYourParty.com site, if applicable, (c) changing or reworking the Work by making color or size changes, (d) making derivative works of the Work, (e) using the Work and your Artist Name on our Site and otherwise to promote ForYourParty.com, and (f) registering the Work with the U.S. Copyright Office or any other copyright office in ForYourParty.com’s or ForYourParty.com’s designee’s name. You agree to provide ForYourParty.com with any information as may be required in order to register the copyright in the Work if ForYourParty.com so requests, at no additional cost to ForYourParty.com.

If the Design is selected for a Prize, you may not reproduce, sell, or otherwise use or distribute the Work or derivatives thereof, in any manner whatsoever or allow others to do so, including making products bearing the Design or derivatives thereof or incorporating the Work or any derivatives thereof in any form, including for your personal use or as gifts to friends or other third parties.

To the extent that you submit a Design to the Contest that was previously self-launched via your Store and ForYourParty.com selects such Design for a Prize, in ForYourParty.com’s sole discretion, ForYourParty.com may, upon selecting the Design for a Prize, transfer or convert any products bearing the Design or any derivatives thereof, or incorporating the Work or any derivatives thereof, that you previously self-launched in your Store as necessary. Nothing in these Terms and Conditions obligates ForYourParty.com to promote or sell the Design or the Matching Items, even if the Design is selected for a Prize. If the Design is selected for a Prize, then we shall pay you a lump sum cash Prize amount and a Sales Commission, as set forth below and in the applicable Contest Prize Overview. All Prize amounts are in U.S. dollars. If the Design is selected for a Prize by ForYourParty.com at any time after the Trial Period, ForYourParty.com may notify you of its selection and you may accept or reject

the Prize. To the extent that you accept the Prize for any Design selected after the Trial Period, these Terms and Conditions will be applicable to your Design, including the Prizes and Sales Commissions set forth in the applicable Contest Prize Overview. With respect to a Design submitted in this Contest that was not selected for a Prize, the Prizes and Sales Commissions set forth in these Terms and Conditions will not be applicable to any future use of such Design by ForYourParty.com or any future sales of such Design.

SALES COMMISSION: You will be paid a commission on Net Sales of any ForYourParty.com Invitation line or invitation related 5 piece suite items and printables sold by ForYourParty.com that wholly incorporate the Design or the Matching Items (“Commissionable Items”) (such commission, the “Sales Commission”). Commissionable Items shall include (a) backers, envelope liners and envelopes that wholly incorporate the Design or Matching Items and (b) 5 piece invite suite pieces including RSVP cards, details or accommodations cards, with respect to any ForYourParty.com products that wholly incorporate the Design or the Matching Items, shapes or other changes to basic form factor, such as folded cards. Commissionable Items expressly exclude: (a) backers, envelope liners and envelopes that do not wholly incorporate the Design or the Matching Items, (b) frames, shipping, personalization or addressing services, and (d) additional personalization or custom design services provided by ForYourParty.com, and (e) any other products listed on ForYourParty.com that are not considered invitation 5 piece suite pieces, including but not limited to any or all napkins, guest towels, bags, boxes, cups, favors, barware, tags, matchboxes, coasters and any other products offered on ForYourParty.com. Applicable Sales Commissions and Matching Items are set forth on the applicable Contest Prize Overview. “Net Sales” is defined as the retail price received by ForYourParty.com from its customer (i.e., the price charged after any promotional discounts, shipping, and taxes) for the sale of Commissionable Items, excluding chargebacks and returned and/or defective products. ForYourParty.com may offer any products incorporating the Design or the Matching Items at any price, for any amount of time in any market, in ForYourParty.com’s sole discretion. Sales Commissions shall be paid to you within 90 days from the end of each calendar quarter in which they were earned. Calculation of Sales Commissions shall be in ForYourParty.com’s reasonable discretion and shall not be subject to audit or other verification by you. If ForYourParty.com believes that you have breached any provision of these Terms and Conditions, then ForYourParty.com may cancel or suspend any payments of Sales Commissions to you without prejudice to any other rights ForYourParty.com may have against you. You alone shall be responsible for the payment of any tax that arises as a result of receiving payment from ForYourParty.com, as we will not withhold any taxes from the Prize or Sales Commissions paid to you.

If your Design is selected for a Prize, the cash Prize will be sent to you within 90 days after ForYourParty.com receives a high-resolution artwork of the Design in all the required file formats and all other requirements set forth in the applicable Submission Details and Creative Guidelines’ components list, including any applicable Matching Items. If, after providing you with written notice to produce high-resolution artwork, ForYourParty.com does not receive high-resolution artwork for the Design selected for sale within 14 days, then ForYourParty.com reserves the right to withdraw your Prize and refuse you payment for use of the Design and Matching Items.

If your Design is selected for a Prize, ForYourParty.com may request, and you agree to provide to ForYourParty.com, signed version of any documents reasonably requested by ForYourParty.com that confirm the terms set forth in these Terms and Conditions, including the assignment of the intellectual property rights in the Work from you to ForYourParty.com.

You may not submit any materials, including, without limitation, photographs or other images, text, graphics, videos, visuals, sounds, data, files, links, or other materials including the Work (“Materials”) that could infringe any rights of privacy or publicity, copyrights, or other intellectual property rights, unless you have the permission of the owner of these rights and the persons (or their parents or legal guardians, where applicable) who are shown or who have rights in or to the materials. Furthermore, you may not submit any Materials that may give rise to any civil or criminal liability under applicable law or expose ForYourParty.com or its legal affiliates or partners to the threat of the same.

We reserve the right to delete, move, or edit images, or suspend viewing or printing of any Materials if, in our sole discretion, we deem any submission abusive, defamatory, or in violation of laws or rights of privacy or publicity, copyrights, or other intellectual property rights or otherwise inappropriate or potentially to lead to civil or criminal liability. In the event that you post, submit, send or upload non-Design Materials (i.e., Materials other than the Work) ("NDM"), such submission will not change the ownership status of those NDM, and you hereby grant us and our designees a worldwide, non-exclusive, sublicensable (through multiple tiers), assignable, royalty-free, fully paid-up, perpetual, irrevocable right to use, reproduce, distribute (through multiple tiers), create derivative works of, and publicly display and perform (publicly or otherwise) such NDM. Please note that, while you may retain ownership of your NDM, any design, template, or layout in which you arrange or organize such NDM through tools and features made available through ForYourParty.com is not proprietary to you, and can be used by ForYourParty.com and others for any purposes. You acknowledge and agree that you have no rights in any such design, template, and/or layout, and such template or layout is the sole and exclusive property of ForYourParty.com or its licensors.

You represent, warrant, and covenant that (a) you own or otherwise possess all necessary rights with respect to the Materials, (b) the Materials do not and will not infringe, misappropriate, use, or disclose without authorization, or otherwise violate any intellectual property or proprietary right of any third party, and are not unlawful, fraudulent, threatening, abusive, libelous, defamatory, obscene, or otherwise objectionable, and (c) you consent to the use of your likeness and you have obtained the written consent, release, and/or permission of every identifiable individual who appears in Materials to use such individual's likeness, for purposes of using and otherwise exploiting the Materials in the manner contemplated by these Terms and Conditions or, if any such identifiable individual is under the age of eighteen, you have obtained such written consent, release and/or permission from such individual's parent or guardian (and you agree to provide to ForYourParty.com a copy of any such consents, releases, and/or permissions upon ForYourParty.com's request).

You agree not to use our Site to promote or link to any products or services of any company that operates in competition with ForYourParty.com including, without limitation, Minted, Etsy, Society6, Zazzle, Shutterfly/TinyPrints and Café Press.

If you are an applicant, whether your Design is selected for a Prize and publishing, or is not selected for a prize, you will receive a \$25 For Your Party gift-card that is redeemable on our website for your entry. This gift card cannot be combined with other offers, and will only be eligible for a one time use. Gift cards are limited to 1 per applicant regardless of number of entries.

GENERAL: Submission of the Design and checking the box acknowledging that you have read and agree to these Terms and Conditions and the applicable Contest Prize Overview constitutes your acceptance of the Terms and Conditions and applicable Contest Prize Overview, and creates a binding contract under Illinois law. You may not assign or otherwise transfer any right or obligation herein without the prior written consent of ForYourParty.com, which may be withheld in ForYourParty.com's sole discretion.

ForYourParty.com may assign or otherwise transfer any right or obligation herein without your consent. Any dispute between you and ForYourParty.com shall be decided under Illinois law, via binding arbitration in accordance with applicable rules of the American Arbitration Association. Any such arbitration demand shall be filed within one year of the date that any claim may arise.

If you agree with all the portions of this Terms and Conditions, please indicate so by checking the box on the entry form that asks you to confirm "I have read and understood the Terms and Conditions."