

## SAVE YOUR RAINFOREST WRISTBAND PROGRAM AGREEMENT

This agreement (“Agreement”), dated as of \_\_\_\_\_, 2009 contains the complete terms and conditions of participation by an entity in the Save Your Rainforest Wristband Program (the “Program”). As used in this Agreement, “we”, “our” and “us” means Save Your World, L.L.C. (“Save Your World”) and “you”, “your” and “Group” means the applicant.

### TERMS

1. We have received your initial application for the Program. Acceptance into the Program is at our sole discretion, which may be withheld for any reason or for no reason at all.
2. We may reject your participation in the Program if we determine, at any time and in our sole discretion, that your Group is unsuitable for the Program. Further, this Agreement shall become void, in our sole discretion, immediately upon the placement by the Group of any unauthorized fundraising, statement, link, listing, promotion or offer on its website or any other location.
3. The term of this Agreement shall commence on the date on which we notify you of your acceptance into the Program. Either you or Save Your World may terminate this Agreement at any time, with or without cause, by giving the other party three (3) days prior written notice of termination. Notice by e-mail or facsimile, to your e-mail address or facsimile number in our records, is considered sufficient notice for us to terminate this Agreement. You may terminate this Agreement by visiting our “Website Customer Communication Tracking System” at [http://store.saveyourworld.com/Ticket\\_new.asp](http://store.saveyourworld.com/Ticket_new.asp) and filling out and transmitting a customer ticket regarding your desire to terminate this Agreement. Upon termination of this Agreement, you shall deliver promptly at your expense any of our property or copies of our property in your possession to Save Your World.

### OBLIGATIONS OF GROUP

4. The Group shall be responsible for adhering to the rules of the Program which shall include, but not be limited to, the following:
  - You shall sell all wristbands that you order from Save Your World at the pre-packaged price of \$5.00.
  - Within thirty (30) days after the completion of your fundraising campaign, you shall send a check or money order to Save Your World in the amount of \$3.00 for each wristband your Group has sold plus shipping and handling for the original shipment of wristbands to you (“Return Amount”). You shall retain the remaining amount of \$2.00 for each wristband you sold for your fundraising program.
  - You shall return any unsold wristbands to Save Your World along with your Return Amount.
  - You shall not issue nor cause to be issued any news/media/press release containing the Licensed Materials (as defined below) without prior written consent from Save Your World.

### OBLIGATIONS OF SAVE YOUR WORLD

5. Save Your World shall provide the following to the Group:
  - Brochures and educational materials about Save Your World products and the Save Your Rainforest mission based on the quantity of wristbands ordered, or upon request.
  - An 8½” x 11” downloadable PDF with our mission focused messaging which can be used in a plexy holder.
  - Website advertising to use to link to our website for more information and to promote your conservation support.
  - A press release and/or news release to use in your community to support your program.

## MODIFICATION

6. At any time and at its sole discretion, Save Your World may modify any of the terms and conditions contained in this Agreement by sending you a revised agreement by e-mail or facsimile to your e-mail address or facsimile number in our records. If the revised agreement is unacceptable, your only recourse is to terminate your participation in the Program. Your continued participation in the Program following receipt of a revised agreement constitutes your acceptance of the terms of the revised agreement.

## REPRESENTATIONS AND WARRANTIES

7. You represent that:

- You are duly organized, validly existing, and in good standing under the laws of the state or country of your origin, or you are an adult at least eighteen (18) years of age.
- You have all requisite power and authority to enter into this Agreement and to carry out and perform its obligations under the terms of this Agreement.
- This Agreement has been duly authorized, executed, and delivered by you and is a valid and binding obligation enforceable in accordance with its terms.

## USE OF GROUP'S INFORMATION

8. As a participant in the Program, you grant Save Your World the right to use your Group name and information in Save Your World's marketing materials for promotional and any other purposes Save Your World deems necessary, in Save Your World's sole discretion. Marketing materials shall include, but not be limited to, website content, fliers, print ads, radio or television ads and any other medium and in any form used by Save Your World for promotional, testimonial and advertising purposes.

## LIMITED LICENSE

9. We grant you a non-exclusive, non-transferable, revocable right to use our logos, trade names, trademarks and similar identifying material relating to us and which we provide to you (collectively, the "Licensed Materials"), for the sole purpose of the promotion of your participation in the Program. You may not alter, modify or change the Licensed Materials in any way. You shall not make any use of any Licensed Materials, other than for the purposes set forth herein, without first obtaining our prior written consent. You shall not use the Licensed Materials in any manner that is disparaging or that otherwise portrays us in a negative light. We reserve all of our rights in the Licensed Materials and of our other proprietary rights. We, in our sole discretion, may revoke your license to use the Licensed Materials at any time. The licenses described in this Section 9 will expire upon the effective date of the expiration or termination of this Agreement. Except for the license granted under this Section 9, you do not obtain any rights under this Agreement in any intellectual property, including, without limitation, any intellectual property with respect to the Licensed Materials. You shall not assert the invalidity, unenforceability, or contest the ownership by Save Your World of the Licensed Materials or any related, links, artwork, logos or other materials in any action or proceeding of whatever kind or nature, and shall not take any action that may prejudice Save Your World's rights in the marks, render the same generic, or otherwise weaken their validity or diminish their associated goodwill.

## INDEPENDENT CONTRACTOR

10. You and Save Your World are independent contractors, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the parties. You will have no authority to make or accept any offers or representations on our behalf. You will not make any statement that reasonably would contradict anything in this Section.

## LIMITATION OF LIABILITY

11. WE 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 WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, OUR AGGREGATE LIABILITY ARISING WITH RESPECT TO THIS AGREEMENT AND THE PROGRAM WILL NOT EXCEED THE TOTAL AMOUNT FOR WRISTBAND SALES PAID OR PAYABLE TO YOU UNDER THIS AGREEMENT.

SAVE YOUR WORLD MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, CONCERNING THE PERFORMANCE OR FUNCTIONALITY OF OUR WRISTBANDS OR OUR PROGRAM AND HEREBY EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE.

## INDEMNIFICATION

12. You agree to indemnify, defend and hold harmless Save Your World and its directors, officers, employees, agents, partners and members (each, an "Indemnified Party"), against any and all claims, actions, demands, liabilities, losses, damages, judgments, settlements, expenses, or other proceedings brought against the Indemnified Party based on or arising from any claim (i) resulting from your breach of this Agreement, or (ii) related to your fundraising program and/or participation in the Program, including, without limitation, content therein not attributable to us. You will pay any and all costs, damages, and expenses, including, but not limited to, reasonable attorneys' fees and costs awarded against or otherwise incurred by the Indemnified Party in connection with or arising from any such claim, suit, action, or proceeding.

## MISCELLANEOUS

13. This Agreement will be governed by the laws of the United States and the state of New Jersey, 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 New Jersey, 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 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. Together with the above guidelines, this Agreement constitutes the entire agreement between the Parties. No prior or contemporaneous written or oral representation of the Affiliate Program form a part of this Agreement, and this Agreement supersedes all prior agreements between the Parties relating to the subject matter of this Agreement. The headings, captions, and other typographical formatting used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first written above.

SAVE YOUR WORLD, LLC

By: \_\_\_\_\_  
Name:  
Title:

GROUP

By: \_\_\_\_\_  
Name:  
Title:



## Wristband Fundraising Kit Application

(Please type or print clearly)

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

Affiliated with what larger organization, school, National, Regional \_\_\_\_\_

Are you a registered 501(c) 3 non-profit? Yes \_\_\_\_\_ No \_\_\_\_\_ (this is not necessary)

Coordinator's Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Phone \_\_\_\_\_ Cell Phone: \_\_\_\_\_

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

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

Estimated Quantity to Purchase:

- 10
- 25
- 50
- 100
- 1,000
- Other Quantity

Program Start Date: \_\_\_\_\_ Program End Date: \_\_\_\_\_

What is your goal/vision for this Conservation Mission Program?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Number of events \_\_\_\_\_

Locations/Type of Event \_\_\_\_\_

Check off boxes:

I agree to the terms of conditions for this program.

I agree to be contacted by a Save Your World Representative in my area

Please complete and fax back to **877-273-6436**.

*All information provided will remain confidential. We reserve the right to deny your application for any reason.*