

# WOW Tech Pride Fund

## OFFICIAL TERMS AND CONDITIONS

### THE FUND

The WOW Tech Pride Fund (“Fund”) is administered by WOW Tech Canada Ltd., a division of WOW Tech Group, 1545 Carling Avenue, Suite 401, Ontario, K1Z 8P9, Canada (“WOW”). The Fund is governed by these official terms and conditions (“Official Terms and Conditions”). By participating in the Fund, each applicant agrees to be bound by these Official Terms and Conditions, including all eligibility requirements, and understands that the results of the Fund, as determined by WOW and its agents, are final in all respects. The Fund is subject to applicable federal, provincial, state, and local laws and regulations. THE FUND IS VOID WHERE PROHIBITED. WOW MAY ALTER OR DISCONTINUE THE FUND AT ANY TIME FOR ANY REASON.

### ELIGIBILITY

The Fund is not open to the general public. The Fund is only open to Active Retailers that are organized and operate their business in the United States of America or Canada. “Active Retailers” mean stores which as a regular and substantial course of business distribute Eligible WOW Products. “Eligible WOW Products” mean We-Vibe, Womanizer, ROMP, Arcwave and/or pjur intimate pleasure products. No person will be entered in his, her or their individual capacity for this Fund. All applicants are deemed to be made by the business entity for this Fund and the Funding will be awarded to the business entity that is selected and verified as the Funding recipient (“Recipient”) as set forth in these Official Terms and Conditions.

### WOW TECH PRIDE FUND

WOW has devoted financial resources (“WOW Tech Pride Fund”) for the creation of advertising, marketing and promotional campaigns (“Campaigns”) that will have a positive impact in support of people, policies, practices and places that are open and welcoming to, and supportive and accepting of, those who identify as a member of a lesbian, gay, bi-sexual, transgender and/or questioning (“LGBTQ+”) local community. The WOW Tech Pride Fund is intended only for companies that are supportive of the LGBTQ+ community. The WOW Tech Pride Fund is not intended for use in connection with any company or individual who does not support the LGBTQ+ community.

### HOW TO PARTICIPATE

To participate, an Active Retailer who meets the Eligibility requirements (“Qualified Applicant”) must during the Fund Period complete and submit an Eligible Application. “Fund Period” means the period commencing on March 21 at 8:00AM Eastern Standard Time (EST) and ending on April 22, 2022 at 11:59PM EST. “Eligible Application” means the completion and submission during the Fund Period of one (1) Application in accordance with the Application submission requirements including,

but not limited to, the “Submission Criteria. “Application” means the online entry form available at <https://wowtech.com/pride-fund/application/> during the Fund Period. “Submission Criteria” means an Eligible Application in accordance with the following: (i) includes a detailed description of Campaign messaging in support of an identified LGBTQ local community; (ii) demonstrates how the Eligible Applicant will integrate WOW Products into their Campaign, using provided digital assets, promotional items or through a proposed idea from the Eligible Applicant. ; (iii) includes an itemized budget (“Budget”) for the Campaign with sufficient line item details to enable WOW to verify such Budget’s cost estimates; (iv) includes a request for Wow Tech Pride Funds (“Fund Amount”) with a range of between One Thousand United States Dollars (\$1,000) to Five Thousand United States Dollars (\$5,000) (“Fund Range”); (v) includes supporting documentation that does 10 MB in total (inclusive of the Application entry form); (vi) sets forth a schedule for the Campaign’s completion of production and post-production in a time period that allows for the Campaign to be released in June 2022; (vii) is only in the English language (including all supporting documentation); and (viii) is approved by an authorized representative of the Qualified Applicant. Subject to WOW’s intellectual property rights as set forth in these Official Terms and Conditions, an Eligible Application may include videos, photos and creative concepts to visualize the Campaign. No more than one (1) Application may be submitted by a Qualified Applicant regardless of the number of Active Retailer commercial establishments associated with such Qualified Applicant.

## **EVALUATION CRITERIA AND RECIPIENT SELECTION**

An Evaluation Committee with WOW representatives and additional individuals selected by WOW will determine the recipients based on the following evaluation criteria.

- How well the Eligible Application complies with the Submission Criteria; and
- How effective the proposed Campaign is based on the overall purpose of the Wow Tech Pride Fund

Evaluation will take place on or about the period from April 1, 2022 – April 22, 2022. The potential Recipients will be announced on or about May 9, 2022. The potential Recipients will be notified by email according to the email contact information provided by the Eligible Applicant at the time of entry. If a potential Recipient does not respond to Funding notification or cannot be reached by WOW, that potential Recipient may be disqualified and another potential Recipient selected from the remaining entries according to the evaluation criteria. Each potential Recipient must comply with these Official Terms and Conditions to be confirmed the Recipient. Each potential Recipient must sign and return any and all required forms, including, without limitation, affidavits of eligibility and funding acceptance forms to WOW upon request.

By participating in the Fund, each Applicant agrees that WOW has the right to conduct a background check and each Eligible Applicant further agrees to execute a specific consent to such background check upon request by WOW. WOW further reserves the right to disqualify any Recipient if the content of a background check is inconsistent with the positive image and/or goodwill with which the WOW wishes to be associated, as determined by WOW in its sole discretion. In addition, WOW reserves the right to disqualify any Recipient if the content of a background check reveals that the

Recipient or companies or individuals with whom such Recipient is associated, are found not to be supportive of the LGBTQ+ community, to maintain practices that are discriminatory to any person or group based on sex, race, disability, sexual orientation, gender identity or any other basis, or to the subject WOW to public disrepute or scandal that, in WOW's sole opinion, negatively affects WOW's image, WOW's products and/or the WOW Tech Pride Fund.

## **FUNDING**

There will be a total of 5 to 25 Fundings depending on the respective awarded amount ("Funding"). Funding will be awarded to each of the Eligible Applicants with the best score on the evaluation criteria as determined by the evaluation committee. Each Eligible Applicant's Funding will be awarded in the amount of either the Fund Amount proposed by such Eligible Applicant in their Eligible Application or an amount within the Fund Range as determined by WOW in its sole discretion ("Funding Amount"). No additional compensation will be provided to Recipient. Upon the request of WOW, upon award of a Funding Recipient will be required to return an affidavit of eligibility and Funding acceptance form and publicity release requested by WOW, as well as applicable IRS tax forms (or other applicable tax forms). The affidavit of eligibility and Funding acceptance form must be fully completed and returned within seven (7) days following receipt of the forms from WOW, or that Recipient may be disqualified and all Funding forfeited.

RECIPIENT IS RESPONSIBLE FOR ALL APPLICABLE TAXES AND EXPENSES THAT SHALL BE DUE AS A RESULT OF ACCEPTANCE AND USE OF ANY FUNDING INCLUDING, BUT NOT LIMITED TO, INCOME TAXES OR ANY EXPENSES ASSOCIATED WITH THE FUNDING THAT ARE NOT SPECIFICALLY IDENTIFIED IN THESE OFFICIAL TERMS AND CONDITIONS.

## **OWNERSHIP**

By submitting an Application, each Applicant acknowledges and agrees that WOW is the sole and exclusive owner of any and all materials submitted by such Applicant and all intellectual property rights thereto and each Applicant irrevocably assigns and transfers to WOW all right, title, and interest in and to any and all such submission materials. Applicant understands there is no guarantee that WOW will make use of any rights granted to WOW in connection with any such submission materials and any use of materials related to such submission is solely at WOW's discretion.

These Official Terms and Conditions and all related content and code are the property of WOW or WOW authorized third parties. The copying or unauthorized use of any of such materials, associated trademarks or any other intellectual property without the express written consent of its owner is strictly prohibited.

APPLICANTS UNDERSTAND THAT WOW HAS WIDE ACCESS TO IDEAS, CONCEPTS, DESIGNS, AND OTHER MATERIALS AND HAS THE RIGHT TO USE THOSE IDEAS, CONCEPTS, DESIGNS AND MATERIALS AND APPLICANTS WILL NOT BE ENTITLED TO ANY COMPENSATION BASED ON WOW'S USE OF ANY SUBMISSION OR ANY SIMILAR OR IDENTICAL IDEAS, DESIGNS OR CONCEPTS TO THOSE CONTAINED IN AN APPLICANT'S SUBMISSION.

WOW hereby grants to Eligible Applicant a non-exclusive, non-transferrable license during the period of the Fund to use WOW's registered trademarks in connection with WOW and Eligible Products solely for the purpose of Eligible Applicant preparing an Eligible Application. No use of WOW's trademarks or any other intellectual property of WOW may be utilized by Applicant for any other purpose whatsoever without the prior written approval of WOW.

### **CAMPAIGN IMPLEMENTATION**

Upon WOW's request, Recipient will provide proof of use of the Funding Amount in connection with Recipient's implementation of the Campaign for which the Funding was awarded. Recipient must inform WOW promptly if the Campaign deviates from the description submitted in the Recipient's Application. WOW may request, in its reasonable discretion, reimbursement of the Funding Amount if the Recipient either fails to provide proof of use of the Funding Amount or misuses or fails to use such Funding Amount.

In connection with Recipient's implementation of the Campaign for which the Funding was awarded, WOW intends to provide advertising, marketing and/or promotional support in addition to the Funding Amount. In relation to such support, WOW intends to provide Recipient a limited royalty-free license to the use of WOW trademarks in connection with Recipient's advertising, marketing and/or promotional materials implementing the Campaign.

Following Recipient's initial release of any advertising, marketing or promotional materials incorporating the Campaign for which the Funding Amount was awarded, Recipient will provide monthly reporting to WOW of Recipient's release efforts, schedule and results. Recipient hereby grants WOW a royalty-free worldwide non-exclusive, transferable and sublicensable license in perpetuity to the use of content incorporated into Recipient's advertising, marketing and promotional materials incorporating the Campaign.

### **ADDITIONAL PROVISIONS**

The Funding is non-transferable except by WOW. Except as provided herein, no substitution or cash equivalent of a Funding is permitted; however, WOW reserves the right to substitute any Funding as set forth above. WOW is not responsible for any typographical or other errors in the offer or administration of the Fund, including, but not limited to, errors in the printing or posting of the offer or these Official Terms and Conditions or the distribution of any Funding. Any attempt to damage the operation of the Fund is unlawful and subject to legal action by WOW or its agents. WOW reserves the right to terminate, withdraw or amend the Fund or disqualify any person or entity for any reason and without notice, including, without limitation, if WOW suspects tampering has occurred or to comply with applicable law. Each Applicant is required to comply with these Official Terms and Conditions and failure to comply may result in disqualification and forfeiture of the Funding. WOW reserves the right, in its sole discretion, to cancel or suspend this Fund in whole or part for any reason, including, without limitation, due to tampering, unauthorized intervention, fraud, technical failures, or other causes beyond WOW's reasonable control that may corrupt or impair the administration,

security, fairness, integrity, or proper operation of the Fund. If any provision of these Official Terms and Conditions is found by a court or other legitimate body to be illegal or invalid, it will not affect the remaining Official Terms and Conditions which shall continue in full force and effect. Certain restrictions may apply. By entering, Applicants agree that the decisions of the judges and WOW are final and binding with respect to all matters relating to the Fund. Any questions regarding the Fund should be emailed to the following address: [pridefund@wowtech.com](mailto:pridefund@wowtech.com).

#### **INDEMNIFICATION AND LIMITATION OF LIABILITY**

BY PARTICIPATING IN THE FUND, EACH APPLICANT AGREES TO RELEASE AND HOLD HARMLESS WOW AND ITS PARENT, AFFILIATE AND SUBSIDIARY COMPANIES, ADVERTISING AND PROMOTIONAL AGENCIES, AND ALL THEIR RESPECTIVE OFFICERS, DIRECTORS, MANAGERS, MEMBERS, EMPLOYEES, REPRESENTATIVES AND AGENTS FROM ANY LIABILITY, DAMAGES, LOSSES OR INJURY (INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES) WHETHER ARISING IN TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), CONTRACT, WARRANTY, STRICT LIABILITY, RELIANCE OR UNDER ANY OTHER THEORY RESULTING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM THAT APPLICANT'S PARTICIPATION IN THE FUND AND THE ACCEPTANCE, USE OR MISUSE OF ANY FUNDING THAT MAY BE WON, AND WHETHER OR NOT WOW HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WOW AND ITS PARENT, AFFILIATE AND SUBSIDIARY COMPANIES DO NOT MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, AS TO THE CONDITION, FITNESS OR MERCHANTABILITY OF THE FUNDING.

#### **PUBLICITY**

By participating, each Applicant grants WOW permission to use the trademark, trade name, logo and the name, likeness, or comments provided by the owner of the business for publicity purposes without payment of additional consideration, except where prohibited by law.

#### **RECIPIENT**

The identity of the Recipient may be requested by sending a self-addressed stamped envelope to: WOW, Attn: WOW Tech Canada Ltd., 1545 Carling Avenue, Suite 401, Ontario, K1Z 8P9, Canada. Requests must be postmarked by May 17, 2022

#### **DISPUTE RESOLUTION**

Applicant agrees that: (i) any and all disputes, claims, and causes of action arising out of, or connected with, this Fund or the acceptance, use or misuse of the Funding awarded, shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the District of Delaware or the appropriate Superior Court of Delaware located in Delaware (if the Applicant is based in the United States of America) and by the courts of the Province of Ontario, Canada (if the Applicant is based in Canada); (ii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs, but in no event including attorneys' fees, disbursements

or court costs; and (iii) under no circumstances will Applicant be permitted to obtain awards for, and Applicant hereby waives all rights to claim, punitive, incidental and consequential damages, and any other damages other than for actual out-of-pocket costs.

#### **GOVERNING LAW**

Applicant agrees that this Fund shall be subject to and governed by the laws of the state of Delaware, United States of America and the forum for any dispute shall be in the state of Delaware, United States of America (if the Applicant is based in the United States of America) and by the laws of the Province of Ontario, Canada (if the Applicant is based in Canada). To the extent permitted by law, the right to litigate, to seek injunctive relief or to make any other recourse to judicial or any other procedure in case of disputes or claims resulting from or in connection with this Fund are hereby excluded and each Applicant expressly waives any and all such rights.