

CRAFTED POUR

MIXOLOGIST PARTNER PROGRAM AGREEMENT

Effective as of March 8, 2023

These terms (the “Partner Program Terms”) govern Crafted Pour, Inc.’s (“Crafted Pour”) mixologist partner program (“Partner Program”) and replace and supersede any previous agreements or terms between the parties related to their participation in the Partner Program.

If you apply, meet the eligibility criteria, and are accepted into Crafted Pour’s Partner Program, you may receive or be reimbursed for sample product and receive cash and other rewards for creating and sharing cocktail and spirits-related content, for the performance of this content on Crafted Pour and your other social media relative to other participants, and for referring other mixologists and producers who also participate in the program or pay Crafted Pour for services.

By participating in the Partner Program, you agree to these Partner Program Terms, as well as all other terms and conditions that apply to the Crafted Pour website, mobile applications, and any other Crafted Pour service or product (collectively, the “Terms”), which can be found at CraftedPour.com or within any Crafted Pour application. Accepting Crafted Pour’s Partner Program Terms or receipt of sample products or rewards forms a binding agreement between you and Crafted Pour and shows your intent to be bound by them.

Eligibility & Application

To participate in the Partner Program, you must apply and be accepted into the Partner Program. Crafted Pour will admit mixologists to the Partner Program at Crafted Pour’s sole discretion. Eligibility requirements are provided as guidelines only and may not fully represent the factors considered by Crafted Pour and are subject to change.

Receiving Sample Product

As a part of the Partner Program, Crafted Pour may offer you sample products made or distributed by its brand partners in exchange for your creation, publication, and licensing of content related to these products, as explained below. These brand partners are vendors of craft cocktail-related products such as craft spirits, syrups, mixers, or tools.

As a mixologist partner, you will be helping to promote up-and-coming craft distillers while generating content for your social media account and enjoying our favorite spirits.

In exchange for accepting these sample products, you agree to the following:

- Maintain an active and complete profile at CraftedPour.com
- Include a link to your Crafted Pour profile on your social media profile or "link tree" or similar page
- Create and publish cocktail recipes using the partner product on your own social media and on CraftedPour.com

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Unless otherwise agreed in writing, including via email or direct message, you agree that for each sample product received, you will:

- o Produce and publish a minimum of three new recipes for each sample received (although more recipes may generate more rewards): You agree to publish these in a timely fashion, with the minimum requirement being that you will publish the first within 30 days of receiving the product, and the second and third anytime within three months of receiving the product.
- o Create and include original photos for each cocktail recipe, including at least one photo for each recipe alongside the partner bottle and label with no other products visible in the photo. If you use multiple partners in the recipe, please include a separate photo with each partner's bottle.
- o Add a favorable, appropriate representation and description of the spirit
- o Share each recipe and related content on CraftedPour.com
- o Share each recipe on your own social media (at least your primary or most followed cocktail-related account, although posting to all of your accounts is preferable and may generate more rewards)
- o Include tags for @teamcraftedpour, the provided brand partner @ tag, the # tracking tag, as well as hyperlinks to the recipe on craftedpour.com and the brand partner's site or specified page on all social media where possible
- o Always favorably present the brand in all content
- o Avoid including competitive products in the same recipe
- o Follow any additional brand-specific guidelines provided to you by Crafted Pour for the specific sample products provided, i.e., trademark guidance, hashtags, tracking links, or partner specifications
- o Do not include profanity, politics, or derogatory comments in your posts
- o Include post captions disclosing that you were compensated in line with [FTC rules](#) and any other regulations applicable to your location
- o Ensure you do not violate others' copyrights or use their content unless they permit you and you credit them in your post
- o Reasonably assist Crafted Pour as necessary to gather metrics to demonstrate value to the brand and to ensure compliance with brand guidelines and other legal, regulatory, or business requirements

Engagement & additional content:

The more successful those posts are (more likes, positive comments, reshares, or other engagement), the more content you publish (such as videos, articles, or additional recipes), and the more social accounts you share to, the more we will want to send you more bottles and include you in more upcoming events, contests, and bonuses. (See Reward & Referral Program below.)

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License to your content:

While you will retain all ownership and copyrights to your photos, videos, recipes, and other content, you hereby grant a perpetual and irrevocable license to Crafted Pour and its designated brand partners to republish and promote all content you produce and publish under this program. You agree not to remove this content from Crafted Pour at a later date nor to make copyright claims against Crafted Pour or the brand for the republication of your recipe content or photos. Crafted Pour and its brand partners must give prominent attribution to you in each such republication for that republication to qualify under this license.

Sample product acquisition:

Restrictions on sending and purchasing alcohol products vary by location. How products are provided to you may vary. You may be shipped samples, or we may ask you to buy the product using a gift code or submit reimbursement receipts. (See the Payment section below regarding reimbursement.) Participation is subject to our ability to comply with all applicable regulations.

Reward & Referral Program

Crafted Pour may also pay you a monthly cash reward or other rewards or prizes. Your participation in the Partner Program contributes to these rewards. Factors that may affect your reward amount include but are not limited to:

- Referrals:
 - Craft distillers or other related vendors who you introduce to Crafted Pour and especially if they become brand partners of Crafted Pour
 - The number and quality of additional mixologists you refer who join CraftedPour.com or the Partner Program

Please reach out to info@craftedpour.com or @teamcraftedpour if you have specific referrals in mind and would like to discuss potential rewards

- Additional Content:
 - Additional content you produce and publish highlighting our brand partners, including articles and videos, and the level of engagement with this content
- Posts:
 - The number and quality of posts you make on CraftedPour.com and the level of engagement by others with your posts on CraftedPour.com, including likes, comments, and photos added by others
 - The number and quality of social media posts you make on your social media accounts that mention, highlight, or link to our brand partners and Crafted Pour, and the amount of engagement these posts receive, including likes, comments, mentions, reshares, click-through to and engagement with our brand partners and Crafted Pour

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- Sales:
 - Purchases of brand partner's products that can be identified as having come from your posts, such as by using provided coupon codes or links

Occasionally Crafted Pour may offer specific bonus rewards for specific activities regardless of whether they are listed above. These offers may only be made to and limited to specific individuals. In addition, please reach out to info@craftedpour.com or [@teamcraftedpour](https://www.instagram.com/teamcraftedpour) to discuss potential rewards or with questions.

All payments and rewards are at Crafted Pour's sole discretion and do not represent a commitment or promise.

Compliance

When promoting Crafted Pour or our brand partners, whether through posts, with potential referrals, or elsewhere, you must comply with the Federal Trade Commission (FTC) [Guides Concerning the Use of Endorsements and Testimonials in Advertising](#) and related FTC materials as updated by the FTC from time to time (the "FTC Guides"). For referrals, you must disclose that you are a partner in Crafted Pour's Partner Program and that you will receive compensation if the recipient signs up with Crafted Pour. You agree not to 1) engage in fraudulent behaviors or spam to obtain referrals or 2) violate any third-party terms or policies to obtain referrals. Such behaviors may result in disqualification from rewards and removal from the Partner Program.

Termination

To remain in the Partner Program, you must comply with all requirements and guidelines stated for samples accepted or referrals provided, comply with all other Crafted Pour terms & conditions and reasonable community standards, and actively participate in the Partner Program. Crafted Pour may suspend or terminate you from the partner program at any time without cause or reason at its sole discretion at any time for any reason, including but not limited to the failure to meet the Eligibility Requirements, sustained inactivity in the Partner Program, or violation of any terms contained herein.

If your participation in the Partner Program is terminated for any reason, Crafted Pour's license to previously produced content shall remain in force.

Payment

To receive payment of any rewards or for reimbursement for products under the Partner Program, you must be a Partner Program participant in good standing (meaning, for example, you are not currently suspended, you are not violating Terms, or you have not violated the Terms, or have not been terminated), have at all times an active Crafted Pour account and profile, and have at all times an active payout method associated with your Crafted Pour account. Reward payments are not a financial obligation or debt and are only accrued when paid. Crafted Pour will only pay any rewards for a period or at any time when you are in good standing in the Partner Program, have a valid Crafted Pour account, and have an active payout method. You will only receive any payments if your payment method allows payments from Crafted Pour to your geographic region without material fees or where such payments will not violate any laws. Crafted Pour reserves

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the right to require that your rewards meet a minimum payout threshold before Crafted Pour disburses payment.

Changes or Discontinuation of Partner Program

Crafted Pour reserves the right to modify, suspend, or discontinue the Partner Program. Crafted Pour will not be liable to you or any third party for any such modification, suspension, or termination. Crafted Pour may change these Partner Program Terms from time to time, so we encourage you to review this page for the most up-to-date version periodically.

Taxes

If required by law, you are responsible for reporting and paying any applicable taxes in connection with your participation in the Partner Program. Such taxes may include duties, customs fees, or other taxes (other than income tax), along with any related penalties or interest.

Governing Law & Forum

The governing law, mandatory forum, and dispute resolution provisions of Crafted Pour's Terms of Service also apply to these Partner Program Terms and any dispute arising under them.

Miscellaneous

You participate in the Partner Program at your own risk. You agree that you are solely responsible for your actions in connection with the Partner Program, any breach of your obligations under the Partner Program Terms, and for the consequences of any such breach. By participating in the Referral Program, you agree to comply with applicable laws, regulatory standards, and guidelines.

Any capitalized terms used but not defined in these Partner Program Terms have the meanings given to them in Crafted Pour's Terms of Service. Except as modified by these Partner Program Terms, Crafted Pour's Terms of Service remain in effect. Crafted Pour's right to modify or revise the Terms of Service also applies to these Partner Program Terms.

Contact Us

If you have questions or feedback about the Partner Program, you can email us at info@CraftedPour.com