



Retailer Opt-In Internet Agreement

This Retailer Opt-In Internet Agreement (“Agreement”) is between Spin Master Toys Far East Limited, and Spin Master, Inc., and Spin Master Ltd. and its wholly owned subsidiaries and affiliates (if applicable), (together, known as “Spin Master”) and the undersigned retailer that is authorized and approved of for the selling of Spin Master products or brands (“Retailer”) for the purpose of granting permission for Spin Master products and videos (“Products”) to be displayed and sold on the Retailer’s internet website (“Website”).

IT IS AGREED AS FOLLOWS:

Spin Master permits the undersigned Retailer to display images and video of Spin Master Brands (as defined and set out hereinbelow) for the purpose of selling them on their Website, provided that the following terms and conditions are met:

- (i) All images, video, materials, logos, names, brand names, or any other assets (“Assets”) of Spin Master or in connection with its Products or in connection with Spin Master Brands may only be displayed on the Retailer’s Website for the purpose of selling product to consumers only; all corresponding consumer orders that received will be fulfilled by the Retailer.
- (ii) The Spin Master Assets provided to Retailer are made available for use on the Retailer’s Web Site at “no charge”. A link to Dropbox of “Authorized Images” for Spin Master will be provided through the completion of this Agreement.

Only authorized and approved Assets may be used on Retailer’s Website unless otherwise permitted in writing from Spin Master.

Appropriate trademark notices must be assigned to the names of all Spin Master Products shown on the Retailer’s Website (please note: these will be shown in our catalogs, on product hang tags and on the Spin Master Website).

Retailers selling online, either directly through their own URL or through a third party (such as Amazon.com, etc.), must either sell the products under their own name, as set up on Spin Masters vendor system, or provide their selling name to Spin Master so it can be added to their account information. The Retailer’s terms and conditions page must include the following statement – “This is the Website of (**INSERT NAME OF RETAILER**), which is not an affiliated company of Spin Master. The representations made on this site are those of (**INSERT NAME OF RETAILER**).” Example: “This is the Website of Judy’s Cards, which is not an affiliated company of Spin Master. The representations made on this Site are those of Judy’s Cards.”

Retailer must place the following notice on their website: “All Spin Master products and brands (except licensed products) are trademarks of, and copyrighted by, Spin Master.”



If Retailer is selling any Spin Master® or other children's items, the Retailer's Website must be in accordance with Section 105 of the CPSIA 2008, "Labeling Requirement for Advertising Toys and Games," all applicable warnings must be clearly displayed.

This Agreement covers all Spin Master Brands (as defined and set out hereinbelow) and divisions owned by Spin Master or permitted to be distributed, sold or advertised by Spin Master under a licensing agreement that grants the required rights to Spin Master. It is understood that other licensed products or other third party products sold by Spin Master are not covered under this Agreement. Furthermore, for all licensed products or third party products, authorization may also be required separately from the licensor of such licensed products through Spin Master to display third party licensed product images on Retailer's Websites.

The Spin Master Brands, as they are currently known, include but are not limited to: GUND, Cardinal Games, Awesome Blossom's, Bunchems, Twisty Petz, Critterz, Hatchimals, Zo Zo Zombie, Abby Hatcher, Spin Master Games, Cool Maker, Kumi, Etch a Sketch, Rainbow Jellies, Meccano/Erector, Universe, Monster Jam, Kinetic, Bakugan, Dragamonz, Paw Patrol, Candylocks, Fuggler, Batman, DC, Owleez, Moonlite, Marshmallow Furniture, Swimways, Aerobie, Kelysus, Sago Mini, How to Train Your Dragon, Super Dino, Giffee, Luvabella, Juno the Baby Elephant, Novie Robot, Demo Duke, Present Pups, Coop, Orbeez, Lollipets, Marbles, Off the Hook, Party Popteenies, Perplexus, Boxer, Tech Deck, Zoomer, Upriser, Rusty Rivets Air Hog etc. For greater clarity, the parties acknowledge and agree that the aforementioned listing of brands may be modified, changed or updated from time to time at the sole discretion of Spin Master.

For questions or concerns please contact onlinesales@spinmaster.com

All designs, names and images of Spin Master Assets, including but not limited to all products, and brand logos (photographic, graphic or as otherwise noted) are the property of Spin Master and are protected by federal trademark and copyright laws.

Spin Master will monitor all Websites that have been sent its Assets to ensure that these sites conform to the points outlined in this Agreement. If the Retailer Website is not compliant, Spin Master will inform the Retailer of modifications to be made.

This Agreement supersedes any prior understandings, guidelines or policies published by Spin Master as to the specific content of this Agreement. One signed copy of this Agreement must be returned to the Spin Master Customer Service Department for proper authorization to be registered.



Provided that the Retailer Website is compliant with the points of this Agreement and the published policies of Spin Master, and that Retailer strictly complies with all of the terms and conditions or applicable policies, the Agreement will automatically renew for the length of the Retailer's status as an authorized account. Any party may terminate the Agreement upon 15 days prior written notice.

The parties acknowledge and agree to the following specific restrictions:

1. Retailers cannot sell GUND ® Products to the following web-sites **or** be a part of third party fulfillment: (i) Walmart.com; (ii) Ebay.
2. Except for the above, and provided that provided they adhere to the requirements of the GUND MAP (Minimum Advertised Price) policy, retailers of GUND products shall be permitted to sell the applicable Products on both Retailer's website and other approved of online marketplace. The following are approved of marketplaces: Amazon. Other Marketplaces may be approved of in writing by Spin Master on a case by case basis.
3. Retailers of Spin Master Games or toys products shall only be permitted to sell the applicable Products on the Retailer Website and shall NOT be permitted to sell on any other platform or online marketplace.

Furthermore, Retailer shall promptly cease selling or advertising any Products or Assets or cease any conduct that is contrary to this Agreement or Spin Master's policies upon notice from Spin Master, which may include removing any or all listings from the Website, or complete any other actions reasonably required by Spin Master to respond to or address any claims in connection with the Products, Assets or Spin Master Brands. In the event of any intellectual property claim or issue that arises, including instances of actual or alleged intellectual property infringement in connection with the Products, Assets or Spin Master Brands or this Agreement, Retailer shall promptly comply with any requests or notices made by Spin Master and fulfill any required action, conduct or needs of Spin Master and use its best efforts to assist Spin Master in addressing or resolving any such issue. Retailer shall strictly comply with all of the above terms and conditions. Spin Master reserves all rights and remedies available to it under this Agreement.

AGREED TO AND ACCEPTED BY:

Customer Name _____

Account Number _____

Address _____



Phone _____

Web Site Addresses: _____

Other Domain Names _____

Contact _____

Retailer Signature _____

Date _____

For Spin Master _____

Date _____

SIGNED COPY MUST BE RETURNED TO
ONLINESALES@SPINMASTER.COM