

Feld Family Activator Agreement

1. As a “Feld Family Activator” (“FFA”), you agree to promote one or more Feld Entertainment (“Feld”) Shows (the “Shows”) through your personal social networks and websites, and in exchange for such promotion and compliance with these terms and conditions, you will receive Show tickets and/or other Show-related benefits. By agreeing to serve as an FFA, you agree to all of the terms and conditions set forth in this Agreement, as well as those in Schedules 1 and 2 attached hereto and incorporated herein, and you understand that your agreement to such terms and conditions is a condition of your admission to the Blogger Press Room Site.

2. You understand and agree that you are **SOLELY RESPONSIBLE AND LIABLE FOR YOUR WEB SITE** (the “Site”), and for all development, operation, maintenance and all content that appears on or within it, including, without limitation:

- (i) the technical operation of the Site and all related equipment;
- (ii) displaying links and content on the Site in compliance with this FFA Agreement (the “Agreement”) and any agreement you may have with any other person or entity (including any restrictions or requirements placed on you by any person or entity that hosts the Site);
- (iii) creating and posting, and ensuring the accuracy, completeness, and appropriateness of, materials posted on the Site (except for any materials Feld has provided to you for posting on the Site, if posted in the form approved by Feld (“Approved Materials”));
- (iv) using the Site and the materials on or within the Site in a manner that does not infringe, violate, or misappropriate any of Feld’s rights or those of any other person or entity (including copyrights, trademarks, privacy, publicity or other intellectual property or proprietary rights); and
- (v) disclosing on the site accurately and adequately, either through a privacy policy or otherwise, how you collect, use, store, and disclose data collected from visitors, and if applicable, you will include a disclosure that third parties may serve content and advertisements, collect information directly from visitors, and place or recognize cookies on visitors’ browsers.

Neither Feld nor any of its employees, agents or contractors will have any liability for these matters, and you agree to defend, indemnify, and hold Feld and its employees and agents as well as its affiliates and their respective employees and agents, harmless from and against all claims, causes of action, judgments, awards, penalties, sanctions, damages, losses, liabilities, costs, and expenses (including reasonable attorneys’ fees) relating to (i) the Site or any materials that appear on the Site, including the combination of the Site or those materials with other applications, content, or processes (other than Approved Materials); (ii) the use, development, design, manufacture, production, advertising, promotion, or marketing of the Site or any materials that appear on or within the Site; (iii) your violation of any and all applicable laws; (iv) your violation of any term or condition of this Agreement; or (v) your or your employees’ or agents’ negligence or willful misconduct.

3. **Limited License.** Subject to the terms of this Agreement and solely for the limited purposes of fulfilling your responsibilities as an FFA, you understand that Feld is granting you a limited, revocable, non-transferable, non-exclusive license to (i) copy and display the Feld trademarks and trade names and other intellectual property owned by Feld or its affiliates (collectively, “Feld Marks”) solely on the Site (without any link to a third party website); and (ii) use only those Feld Marks that Feld may make available to you as part of content provided by Feld for posting on the Site, solely on the Site and in accordance with the following requirements:

- (a) Your use of the Feld Marks will (i) comply with the Promotional Guidelines set forth in the attached Schedule 2 and as otherwise set forth in this Agreement and the attached Schedule 1 (collectively, “Guidelines”); and (ii) comply with any other terms, conditions, and policies that Feld may issue from time to time that apply to the use of the Feld Marks. You will not use any Feld Mark in any other place, for any other purpose, or in any other manner; and
- (b) You will not use or display any Feld Mark in any manner (i) that implies sponsorship or endorsement by Feld of my website; (ii) to defame or disparage Feld or its products or services; (ii) that may, as determined by Feld, diminish or otherwise damage Feld’s goodwill in any Feld Mark; or (iii) other than as specifically authorized under this Agreement; and
- (c) You will not alter or modify any Feld Mark in any manner, and will only display a Feld Mark in the exact format in which Feld has provided to you. You understand that each Feld Mark must appear by itself, with reasonable spacing between each side of the Feld Mark and other visual, graphic or textual elements and that under no circumstance may any Feld Mark be placed on any background that interferes with the readability or display of that Feld Mark.

(d) You acknowledge and agree that all rights in and to the Feld Marks are Feld's exclusive property, and any goodwill generated by your use of any Feld Mark will inure to Feld's exclusive benefit. You will not take any action that is in conflict with Feld's rights in or ownership of any Feld Mark;

(e) You understand and agree that this license will immediately and automatically terminate if at any time you do not timely comply with any obligation under this Agreement and that Feld may terminate the license in whole or in part upon without prior notice to you. In such event, you will promptly remove from the Site and delete or otherwise destroy all of the Feld Marks and related content with respect to which the license set forth in this section is terminated.

4. Compliance with Laws. In connection with your participation in the Blogger Press Room site and all of your FFA activities, you will comply with all applicable laws, ordinances, rules, regulations, orders, licenses, permits, judgments, decisions, and other requirements of any governmental authority that has jurisdiction over me, including without limitation, laws (federal, state, or otherwise) that govern marketing email (e.g., the CAN-SPAM Act of 2003) or internet content.

5. Relationship of Parties. You understand and agree that you and Feld are independent contractors, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between you and Feld. You understand that you will have no authority to make or accept any offers or representations on Feld's or its affiliates' behalf and you will not make any statement, whether on the Site or otherwise, that contradicts or may contradict anything in this section. If you authorize, assist, encourage, or facilitate another person or entity to take any action related to the subject matter of this Agreement, you will be deemed to have taken the action yourself.

6. Entire Agreement. This Agreement, including any and all Schedules and other attachments to this Agreement, which are hereby incorporated by reference into this Agreement, constitutes the entire agreement between myself and Feld with respect to the subject matters of this Agreement and supersedes all prior agreements, understandings, negotiations and discussions, whether written or oral, with respect to the same subject matter.

7. Notices. All notices, demands, requests, or other communications which may be or are required to be given or made by any party to the other party pursuant to this Agreement shall be in writing via email, if to you at the email address you have provided to Feld, and if to Feld, via email to the Feld promoter whose name and email address are listed on the Blogger Press Room web page for your local market.

SCHEDULE 1

What is a Feld Family Activator (FFA)?

An FFA is essentially an ambassador of Feld Entertainment, who creates compelling and intriguing dialogue through posts and commentary related to our shows. They should highlight specific aspects and elements of the show to give potential customers the sense they are passionate and knowledgeable about the topic/show, interested in reaching beyond just promoting the show and discount, and genuinely involved in what others have to say. This will only further solidify a LOYAL FELD consumer and gives them a reason(s) to see our show, outside of the discount. The discount opportunity is just a bonus for taking the time to be immersed and involved with our brand and shows. In exchange for an FFA's time and effort, we offer their families complimentary tickets to our shows and other Show-related benefits.

What are FELD's expectations of an FFA?

COMPLIANCE WITH APPLICABLE LAWS. We cannot give you legal advice, but we do expect and require our FFA's to act in accordance with all applicable laws. **Your blog must disclose your relationship with Feld Entertainment and the benefits we have provided to you.** Here is an example of what we expect you to provide in order to comply with legal requirements relating to blogging:

"I am a Feld Family Ambassador, and in exchange for my time and efforts in attending shows and reporting my opinion within this blog, as well as keeping you advised of the latest discount offers, Feld Entertainment has provided me with complimentary tickets to Feld shows and opportunities to attend private Feld pre-Show events."

[If you like, you may add, "Even though I receive these benefits, I always give an opinion that is 100% mine."]

You may not issue any press release or make any other public communication with respect to this Agreement, or your participation in the FFA Program, except as permitted by this Agreement .

- As an FFA, you will be expected to do some/all of the following, using all mediums below that apply to you:

(1) Blog:

- Post a minimum of three blog posts in relation to the Show
- **At least 3 weeks before the first Show performance:**
 - Post the following to your blog: show logo, show information, show discount offer, coloring or other activity sheet
- **At least 1 week before the first Show performance**
 - Post a show specific discussion point.
 - *Include specific Trivia, Promotional Concepts, Fun Facts, etc. related to their show to aid in creative, thought-provoking discussion points.*
 - Mention of the Show and the name of the arena or stadium where the Show will perform, along with performance dates.
- **Post-show/day after performance –**
 - Write an honest review of your show/FFA experience. Include any pictures you have taken at the Show. Post should be made within 48 hours of attending the Show.

(2) Facebook:

- **At least 3 weeks before first Show performance:**
 - Post the show specific coloring sheet or other activity sheet to your Facebook page
 - Post a reminder that the show is coming and that you are attending
- **At least 1 week before first Show performance:**
 - Post the show discount offer including show information
- **Day after show –**
 - Post your reaction to our show and include any pictures you have taken at the Show.

(3) Twitter:

- Post a minimum of 4 tweets pertaining to the upcoming Show
 - 2 posts should occur before the Show arrives at the Venue
 - 2 posts should be the week of the Show
 - All tweets should include the specific show hashtag as provided on the blogger press room site

(4) Community Outreach:

- **ONE MONTH PRIOR TO WEEK OF SHOW** - Distribute Feld-approved show flyers, discounts and coloring sheets to groups you are locally involved with. This can be, but is not limited to: PTA groups, Meet-Up groups, your employer, children's sports teams, local community centers, friends and family.

- (5) Sweepstakes or Contests:** *If you are sponsoring a ticket giveaway on your website, before posting about it via your selected medium(s), you must coordinate with your Feld promoter (promoter contact info listed within the blogger press room site) AT LEAST 4 weeks before the first Show performance and follow the rules relating to Sweepstakes or Contests set forth in this paragraph.* Any sweepstakes or contest you sponsor using tickets as prizes must be approved by Feld prior to posting, blogging, tweeting or otherwise advertising it in any medium, and rules and required legal disclosures must be prominently featured. You must require entrants to verify that they are at least 18 years old or if the sweepstakes or contest is being offered to entrants in Nebraska or Alabama, 19; or Mississippi, 21. In addition, your website must prominently disclose that YOU are the sponsor of the sweepstakes or contest and the rules must include the following text: FOR CIRCUS "Feld Entertainment is neither a sponsor, endorser or administrator of this promotion." FOR DISNEY "Disney and Feld Entertainment are not the sponsors, endorsers or administrators of this promotion." FOR MOTOR SPORTS: "Feld Motor Sports is neither a sponsor, endorser or administrator of this promotion." Feld will provide the prize for your promotion in the form of a Family-4-Pack of tickets; however, **compliance with all sweepstakes laws is your sole responsibility. Tickets will be good for the specific performances at the corresponding venues, listed within the blogger press room site.**

(6) Attend the Show

- Post event: Fill out the FFA Tracking Sheet, located on the Blogger Press Room Site, and submit the document to your Feld promoter. Include as much information as possible including links and descriptions explaining your outreach efforts. *Due 1 week post show.*

SCHEDULE 2 – PROMOTIONAL GUIDELINES

RINGLING BROS. AND BARNUM & BAILEY® PROMOTIONAL GUIDELINES

1. The complete and proper title of this Feld Entertainment, Inc. (“Feld”) production is RINGLING BROS. AND BARNUM & BAILEY® (the “Show”). The Show must always be referred to in its proper form. It is incorrect to refer to the Show as “Ringling Bros. Circus,” “Barnum & Bailey” or “the Circus.” “Bros.” should never be spelled out as “Brothers.” The ® must always appear in superscript.
2. THE GREATEST SHOW ON EARTH is the famous trademark and service mark of Feld’s wholly-owned subsidiary, Ringling Bros. - Barnum & Bailey Combined Shows, Inc. (“Ringling”). Any variation of THE GREATEST SHOW ON EARTH (i.e.: The Greatest Sale On Earth) is a violation of the Agreement.
3. The Show’s full name, performance dates and arena name(s) and the current and official RINGLING BROS. AND BARNUM & BAILEY® logo, along with all copyright and trademark notices, must be included in all promotional materials. The following phrase must be included in all broadcast copy “RINGLING BROS. AND BARNUM & BAILEY® coming to the [VENUE] [ENGAGEMENT DATES].”
4. All Show characters, logos, artwork and photos (collectively, “Show Property”) are copyrighted material of Feld. When using any Show Property in promotional materials, all references should be referenced with a © [YEAR] Feld Entertainment.
5. Show Property may be used only in the form made available by Feld and only in conjunction with the promotional campaign. No alterations may be made to any Show Property. Any other use of Show Property is a violation of the Agreement.
6. All Show Property used in any online promotion must be hosted on or downloaded from the server designated by Feld.

DISNEY ON ICE PROMOTIONAL GUIDELINES.

1. The Show’s full title, logo, play dates and arena name must be included in all promotional materials, and titles must follow the following promotional guidelines:
 - **Disney On Ice. “Disney On Ice” as a brand and in reference to a specific show is always italicized.**
 - It is not a replacement for a show name: Should not be used to replace a specific show name.
 - Should appear in italics
 - Note capitalized “O” in *Disney On Ice*
 - *Disney On Ice* show numbers, e.g., D25, are assigned sequentially in the order of creation of the shows and are for internal use only
 - **Disney On Ice presents *Rockin’ Ever After* (D33)**
 - No short form of show title
 - Presents should not be capitalized and should not appear in italics “Disney characters and artwork ©Disney, Disney/Pixar characters ©Disney/Pixar.” must appear on all artwork, facing upwards. If there are space limitations, “©Disney, ©Disney/Pixar.” may be used
 - **Disney On Ice presents *Dare to Dream* (D32)**
 - No short form of show title
 - Presents should not be capitalized and should not appear in italics
 - “© Disney” must appear on all artwork, facing upwards
 - **Disney On Ice presents *Let’s Celebrate!* (D30)**
 - No short form of show title
 - Title to appear in full italics with exclamation point
 - “Disney characters and artwork ©Disney, Disney/Pixar characters ©Disney/Pixar.” must appear on all artwork, facing upwards. If there are space limitations, “©Disney, ©Disney/Pixar.” may be used
 - **Disney On Ice presents *Worlds of Fantasy* (D29)**
 - No short form of show title
 - Presents should not be capitalized and should not appear in italics

- "Disney characters and artwork, © Disney. Disney/Pixar characters and artwork © Disney/Pixar." must appear on all artwork, facing upwards
- "Disney characters and artwork, © Disney. Disney/Pixar characters and artwork © Disney/Pixar. © Disney/Pixar. Porsche™. Chevrolet Impala™." must appear on all artwork when CARS characters Sally and Ramone are present
- Within text, 1st reference of the movie needs to appear in quotes as "Disney/Pixar Cars", 2nd mention can shorten to "Cars" (with quotes)
- **Disney On Ice presents Princess Wishes (D27)**
 - No short form of show title
 - Full show title should appear in italics. Lowercase "p" in presents.
 - "© Disney" must appear on all artwork, facing upwards
- **Disney On Ice presents Treasure Trove (D26b)**
 - No short form of show title
 - Presents should not be capitalized and should not appear in italics
 - © Disney must appear on all artwork, facing upwards
- **Disney On Ice presents Princess Classics (D23)**
 - Full show title should appear in italics. Lowercase "p" in presents.
 - Short form: *Disney's Princess Classics* (used for 2nd mention only)
 - © Disney must appear on all artwork, facing upwards
 - *Disney On Ice celebrates 100 Years of Magic (D20)*
 - No short form of show title
 - Note "celebrates" instead of "presents." Celebrates should not be capitalized nor appear in italics.
 - "Disney characters and artwork © Disney, Disney/Pixar characters © Disney/Pixar." must appear on all artwork, facing upwards. If there are space limitations, "© Disney, © Disney/Pixar." may be used
- **Disney On Ice presents Mickey & Minnie's Magical Journey (D15)**
 - No short form of show title
 - Presents should not be capitalized and should not appear in italics
 - Note "&" and "'s" in Minnie
 - The movies: *Disney's The Little Mermaid. Disney's The Lion King. Walt Disney's Peter Pan, and Disney's Lilo & Stitch.* All italicized;
 - Note: when combined, can be shortened to read: *Disney's The Little Mermaid, The Lion King, Peter Pan, and Lilo & Stitch.*

2. Show characters, names, titles, logos and artwork (collectively, "Disney Property") are used pursuant to a licensing agreement with, and are the copyrighted material of, The Walt Disney Company. When using any Disney Property in related creative, all references should be represented with a © Disney. No alterations may be made to any Disney Property. Any other use of Disney Property is a violation of the Agreement.

3. All Disney Images used in any online promotion must be hosted on or downloaded from the server designated by Feld.

4. All sweepstakes rules must include the following disclaimer, "The Walt Disney Company is neither a sponsor nor endorser of this sweepstakes."

Disney Live! PROMOTIONAL GUIDELINES

1. Show titles must follow the following promotional guidelines:

- **Disney Live!**
 - Is not a replacement for a show name: Should not be used to replace a specific show;
 - Should appear in italics
 - *DL!* show numbers, e.g., *DL01*, are assigned sequentially in the order of creation of the shows and are for internal use only
 - Note *Disney Live!* always has the exclamation point

- ***Disney’s Phineas and Ferb: The Best LIVE Tour Ever! (DL7)***
 - No short form of show title
 - Full show title should appear in italics
 - Note punctuation and all caps for LIVE
 - “© Disney” must appear on all artwork, facing upwards
- ***Disney Live! Mickey’s Music Festival (DL6)***
 - No short form of show title
 - “Disney characters and artwork © Disney, Disney/Pixar characters © Disney/Pixar.” must appear on all artwork, facing upwards.
- ***Disney Live! Mickey’s Rockin’ Road Show (DL5)***
 - No short form of show title
 - *Disney Live!* should always be included in the show’s title, note use of “!”
 - Full show name is in Italics
 - Long: Disney characters and artwork © Disney, Disney/Pixar characters © Disney/Pixar. The long © should be used for nearly all art pieces. The rule is that if the long © can fit into the specs of the art, it should be used.
 - Short: © Disney, © Disney/Pixar. The short © should only be used on the smallest ads, where the long © simply cannot fit. This would include online banner ads, but realistically that’s about it.
- ***Disney Live! presents Three Classic Fairy Tales (DL4)***
 - No short form of show title
 - *Disney Live!* should always be included in the show’s title, note use of “!”
 - Full show name is in Italics
 - “© Disney” must appear on all artwork, facing upwards
- ***Playhouse Disney Live! (DL3)***
 - No short form of show title
 - Full show name is in Italics with “!” at the end
 - “© Disney” is required on the right hand side of the exclamation mark of the logo.
 - “SM” must be placed in the lower corner underneath the right ear shape of the logo.
 - On character logo, “© Disney and The Baby Einstein Company” must be placed in the lower right corner underneath the Little Einsteins Rocket.
 - **For overall creative the below copyright is necessary:**
© Disney
© The Baby Einstein Company, LLC. All Rights Reserved. Little Einsteins and the Little Einsteins Logo are trademarks of The Baby Einstein Company, LLC. All Rights Reserved. EINSTEIN and ALBERT EINSTEIN are trademarks of The Hebrew University of Jerusalem. All Rights Reserved. www.albert-einstein.org
 - **When space restricted:**
© Disney
© Disney and The Baby Einstein Company
- ***Disney Live! presents Mickey’s Magic Show (DL2)***
 - No short form of show title
 - *Disney Live!* should always be included in the show’s title, note use of “!”
 - Presents should not be capitalized and should not appear in italics
 - “© Disney” must appear on all artwork, facing upwards

2. The Show’s full title, logo, play dates and arena name must be included in all promotional materials.

3. Show characters, names, titles, logos and artwork (collectively, “Disney Property”) are used pursuant to a licensing agreement with, and are the copyrighted material of, The Walt Disney Company. When using any Disney Property in related creative, all references should be represented with a © Disney.

4. Disney Property may be used only in the form made available by Feld and only in conjunction with the promotional campaign. No alterations may be made to any Disney Property. Any other use of Disney Property is a violation of the Agreement.

5. All Disney Images used in any online promotion must be hosted on or downloaded from the server designated by Feld.
6. All sweepstakes rules must include the following disclaimer, "The Walt Disney Company is neither a sponsor nor endorser of this sweepstakes."

FELD MOTOR SPORTS PROMOTIONAL GUIDELINES

1. The complete and proper title of this Feld Motor Sports, Inc. ("FMS") production is [insert show – e.g. MONSTER JAM®] (the "Show"). The Show must always be referred to in its proper form.
2. The following are trademarks of FMS:
 - Monster Jam®
 - Thunder Nationals®
 - United States Hot Rod Association®
 - USHRA®
 - Blacksmith®
 - Blue Thunder®
 - Bulldozer®
 - Captain's Curse®
 - El Toro Loco®
 - Grave Digger®
 - High Roller®
 - Maximum Destruction®
 - Monster Mutt®
 - Power Forward®
 - Ragin Steel®
 - Street Warriorz®
 - Thunder Jam®
 - IFMA®
 - Quad Wars®
 - Summer Heat®
 - Nuclear Cowboyz™
 - Nuclear Cowgirlz™
 - Grinder™
 - Soldiers of Havoc™
 - Gravity Slashers™
3. All Show characters, logos, artwork and photos (collectively, "Show Property") are copyrighted material of Feld Motor Sports, Inc. When using any Show Property in promotional materials, all references should be referenced in the following form: © [YEAR] Feld Motor Sports, Inc.
4. Show Property may be used only in the form made available by Feld and only in conjunction with the promotional campaign. No alterations may be made to any Show Property. Any other use of Show Property is a violation of the Agreement.
5. All Show Property used in any online promotion must be hosted on or downloaded from the server designated by Feld.