



This Deal Promotion Agreement (this "Agreement") dated as of the [REDACTED] day of [REDACTED], 202[REDACTED] is by and between Lee Enterprises, Inc. d/b/a **Tulsa World Media Co.** ("Publisher") and [REDACTED] ("Advertiser") for participation in the advertising program known as Score Your Deal.

1. General Terms. Advertiser desires to offer discounted products/services/tickets to consumers (the "Promotion") through the use of a voucher ("Voucher"), which will be placed on the Score Your Deal page of the Publisher's website (the "Website"). Consumers will be allowed to commit to the purchase of a Voucher using a credit card at a price set forth on each Voucher (the "Purchase Price") which Voucher will allow the consumer to purchase a face value amount of products/services/tickets.

2. Voucher Publication. Publisher will publish the Voucher on the Website in accordance with the Website's Terms and Conditions (which, as used in this Agreement, shall include without limitation the Website's Terms of Service) and the terms of this Agreement. Vouchers will run on the Website for a period of 7 days unless otherwise specified in Section 15 below (the "Run Time") and will begin at 12:00 a.m. on the first day of the Run Time (the "Start Date"). Publisher has sole discretion as to the Start Date but agrees to notify the Advertiser of the Start Date. If a maximum number of Vouchers available for purchase has been set forth in Section 15 of this Agreement (the "Maximum Number"), and the Maximum Number has been met, then Voucher sales will be stopped; provided, however, that Advertiser may, with Publisher's permission, increase the Maximum Number during the Run Time. If a minimum number of commitments for a Voucher has been set forth in Section 15 (the "Minimum Number"), and the Minimum Number has not been met during the Run Time, the Voucher offer will be withdrawn and no Vouchers will be sold to consumers. In addition, Publisher reserves the right to discontinue publishing a Voucher for any reason in its sole discretion.

3. Voucher Activation. Publisher will initiate the purchase of the Voucher, charge the consumer's credit card the applicable amount and deliver the Voucher to the consumer electronically when (a) a Minimum Number has been set and that Minimum Number has been achieved, or (b) if no Minimum Number has been set, at the point when each consumer commits to purchase a Voucher. Publisher, or its assigns, is responsible for charging the consumer's credit card and all matters related thereto. Vouchers are deemed activated upon delivery to the applicable consumer.

4. Voucher Redemption.

- i. Products/Services:** Advertiser will honor Vouchers starting on the date of activation. Unless otherwise required by law, Advertiser will allow consumers to redeem the Voucher at the Voucher's full value for a period of the expiration date set forth in the applicable voucher. Vouchers may not be used multiple times and must be used in a single transaction. If a consumer redeems a Voucher for less than the face value, Advertiser is not responsible for paying the consumer the difference between the face value and the amount redeemed. Notwithstanding the above, for a period of five years from the date of activation or another period required by law, whichever is longer, Advertiser must allow the consumer to redeem the Voucher for at least the amount the consumer paid for the Voucher. Advertiser is solely responsible for fulfilling any and all redemption obligations and for customer service issues associated with the Vouchers. Advertiser is not permitted to apply any other conditions to, or restrictions on, the use or redemption of the Vouchers other than those that are listed on the Vouchers themselves or those general conditions/restrictions set forth in the Terms and Conditions listed on the Website.
- ii. Tickets/Admission to Events:** Vouchers for tickets or admission to events may not require any additional purchase or payments from the consumer. Advertiser is not permitted to apply any other conditions to, or restrictions on, the use or redemption of the Vouchers other than those that are listed on the Vouchers themselves or those general conditions/restrictions set forth in the Terms and Conditions listed on the Website. Unless otherwise required by law, Vouchers for tickets or admission to events expire after the date of the event.



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5. Payment Terms. Publisher will pay Advertiser the percentage of Net Revenues for the Promotion set forth in Section 15. Publisher will make payment ten (10) working days following receipt of revenue, it being understood and agreed that Customers will be given the opportunity to rescind for a period of seven (7) days after purchase. "Net Revenues" is defined as the total revenue received for the Promotion, minus all subsequent charge-backs and fees related to credit card charges successfully contested by a consumer. Net Revenues owed to the Advertiser will be paid as set forth in Section 15.

Advertiser acknowledges and agrees that payment processing services for the Website are provided by Stripe ("Stripe"). Advertiser must establish a Stripe account, and shall be subject to [Stripe's Connected Account Agreement](#), which includes the [Stripe Terms of Service](#) (collectively, the "Stripe Services Agreement"). See <https://stripe.com/us/connect-account/legal> for details. By agreeing to this Agreement, and/or advertising promotions on the Website, Advertiser agrees to be bound by the Stripe Services Agreement, as the same may be modified by Stripe from time to time. Further, as a condition of Publisher enabling payment processing services through Stripe, Advertiser agrees to provide Publisher accurate and complete information about Advertiser and its business, and Advertiser authorizes Publisher to share it and transaction information related to Advertiser's use of the payment processing services provided by Stripe.

6. Performance of Promotion. Advertiser is solely responsible for performance of the promotions represented by the Voucher.

7. Taxes/Compliance with Laws. Advertiser is solely responsible for the collection and remittance of any and all taxes associated with the purchase or redemption of the Vouchers and for any escheat/unclaimed property obligations associated with the failure to redeem the Vouchers. Advertiser agrees to comply with any and all state and federal laws applicable to coupons, gift cards, promotions, gift certificates as well as all other consumer protection laws. Advertiser shall comply with the Website's Terms and Conditions.

8. Ownership. Publisher retains all rights, including any intellectual property rights, to the creative/artistic parts of any Vouchers it creates for Advertiser. Advertiser acknowledges and agrees that it may not use Publisher's content or other intellectual property rights in any other advertising medium without Publisher's consent.

9. Publisher Warranties. Publisher warrants that it will comply with all consumer credit card regulations in collecting the Purchase Price. Publisher does not warrant that the operation of the Website will be uninterrupted or error-free, that the Vouchers will have a specific placement on the Website or that the offered Vouchers will be purchased by consumers.

10. Advertiser Warranties. In addition to the representations and warranties set forth in the Website Terms and Conditions, Advertiser warrants that: (a) the terms and conditions on the Voucher (and the products/services) do not violate any federal or state laws or regulations; (b) that Advertiser has the right to use the content that is on the Voucher, and Advertiser's content, product or services do not infringe upon any third party intellectual property rights; (c) that Advertiser has the legal right to enter into this Agreement and related Promotion; and (d) that neither the advertising related to the Voucher nor the products/services offered pursuant to the Voucher are illegal, false or deceptive or that they violate laws related to any unfair competition.

11. Production Errors. Publisher and Advertiser agree promptly to notify each other in the event either becomes aware of any error in the content, publication or promotion of the Voucher and to work together to develop a reasonable solution. Publisher shall have no liability for errors after Advertiser's approval of Voucher proofs.



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12. Indemnification. Advertiser and Publisher agree to indemnify and hold each other harmless from any breach of their respective representations, warranties, and obligations under this Agreement. Advertiser further agrees to indemnify and hold Publisher harmless from any claims, suits, damages, costs or expenses, including attorneys' fees or court costs, arising out of the Voucher content or Promotion, including without limitation any claim related to unfair competition, infringement of intellectual property rights, or defamation or claims arising out of the products/services provided by Advertiser to consumers.

13. Confidentiality/Assignment. Advertiser agrees to keep the payment terms of this Agreement confidential and shall not disclose those terms to any third party who does not have a legitimate need to know, and only after obtaining said third party's assurances that they will keep the payment terms confidential. Advertiser may not assign its obligations under this Agreement. Publisher may assign any or all of its obligations under this Agreement in its sole discretion.

14. Nature of Promotion.

15. Term

a. Voucher Purchase Price:	\$	
b. Voucher Face Value:	\$	
c. Run Time:		
d. Maximum Number(if any):		
e. Minimum Number(if any):		
f. Advertiser's % Share of Net Revenues:		
g. Form of Payment:	ACH Only	
h. Consumer Purchase Limit:		
i. Restrictions:		
i. Alcohol	Yes	No
ii. Gratuities	Yes	No
iii. Shipping	Yes	No
iv. Taxes	Yes	No
j. Other Restrictions:	Yes	No
k. Payment Terms:	100% net 10 days	

16. Limitation of Liability. PUBLISHER SHALL NOT BE LIABLE TO ADVERTISER FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES WHATSOEVER (INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF USE, BUSINESS INTERRUPTION, LOSS OF DATA OR OTHER PECUNIARY LOSS), IN CONNECTION WITH THIS AGREEMENT, OR ANY OF THE SERVICES PROVIDED BY OR THROUGH PUBLISHER OR THE WEBSITE. IN ANY CASE PUBLISHER'S TOTAL MAXIMUM AGGREGATE LIABILITY TO ADVERTISER OR ANY THIRD PARTY FOR CLAIMS OR LIABILITIES OF ANY NATURE (WHETHER ARISING UNDER CONTRACT, TORT OR OTHERWISE) SHALL NOT EXCEED FEES ACTUALLY RECEIVED BY PUBLISHER FOR THE APPLICABLE PROMOTIONS FOR THE BUSINESS. THE LIMITATIONS IN THIS SECTION SHALL APPLY NOTWITHSTANDING ANY FAILURE OF THE ESSENTIAL PURPOSE OF ANY REMEDY.

17. Disclaimer. ALL SERVICES PROVIDED BY OR ARRANGED THROUGH PUBLISHER OR THE WEBSITE ARE PROVIDED "AS IS" AND WITHOUT ANY WARRANTY. PUBLISHER SHALL NOT BE RESPONSIBLE FOR ANY INCORRECT OR INACCURATE INFORMATION, WHETHER CAUSED BY THE WEBSITE USERS, OR TAMPERING, OR HACKING, OR BY ANY OF THE EQUIPMENT OR



PROGRAMMING ASSOCIATED WITH OR UTILIZED IN PUBLISHER'S PRODUCTS OR THE WEBSITE. PUBLISHER ASSUMES NO RESPONSIBILITY FOR ANY ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMMUNICATION LINE FAILURE, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO THE COURSES OR WEBSITE. PUBLISHER IS NOT RESPONSIBLE FOR INJURY OR DAMAGE TO ADVERTISER USERS OR RESULTING FROM WEBSITE USAGE, OR DOWNLOADING MATERIALS FROM OR USE OF THE WEBSITE. IF THE WEBSITE IS NOT CAPABLE OF RUNNING FOR ANY REASON, INCLUDING BUT NOT LIMITED TO INFECTION BY COMPUTER VIRUS, WORMS, BUGS, TAMPERING, UNAUTHORIZED INTERVENTION, FRAUD, TECHNICAL FAILURES, OR ANY OTHER CAUSES WHICH, IN THE SOLE OPINION OF PUBLISHER, COULD CORRUPT OR AFFECT THE ADMINISTRATION, SECURITY, FAIRNESS, INTEGRITY OR PROPER CONDUCT OF THE WEBSITE, PUBLISHER AT ITS SOLE DISCRETION MAY CANCEL, TERMINATE, MODIFY, OR SUSPEND ADMINISTRATION AND/OR WEBSITE OPERATION. PUBLISHER DOES NOT WARRANT OR GUARANTEE THAT THE SERVICES OFFERED ON OR THROUGH THE WEBSITE SHALL BE UNINTERRUPTED OR ERROR-FREE, THAT THE PROMOTIONS WILL BE ERROR-FREE, OR THAT ANY ERRORS, OMISSIONS OR MISPLACEMENTS IN THE PROMOTIONS WILL BE CORRECTED, OR THAT PROMOTIONS WILL RESULT IN ANY REVENUE OR PROFIT FOR BUSINESS.

18. Miscellaneous. This Agreement constitutes the entire agreement related to the Promotion and supersedes any prior oral or written communications, agreements or representations related to the Promotion. Any advertising under this Agreement shall not fulfill any advertising commitments under any other agreement between the parties. This Agreement shall be governed by the laws of the State where the Publisher keeps its principal place of business. All provisions that, by their nature, should survive the termination of this Agreement, including without limitation obligations of confidentiality or indemnification, limitations of liability, and any representations, warranties and covenants contained in this Agreement, shall survive termination of this Agreement.

Advertiser

Company Name: _____

Print Name: _____

Signature: _____

Publisher

Sales Rep Name: _____

Print Name: _____

Signature: _____