

adidas Affiliate Terms & Conditions

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Please read our affiliate terms and conditions carefully before you join our program or begin marketing our program. These terms and conditions are written in plain language intentionally avoiding legalese to ensure that they may be clearly understood and followed by affiliates. Each Affiliate is responsible for assuring that its employees, agents and contractors comply with these terms and conditions. Thank you.

DEFINITIONS As used in these terms and conditions: (i) "We", "us", or "our" refers to adidas and our website; (ii) "you" or "your" refers to the Affiliate; (iii) "our website" refers to the adidas properties located at www.adidas.com; (iv) "your website" refers to any websites that you will link to our website; (v) "Program" refers to the adidas Affiliate Program.

ENROLLMENT After receiving your application, we will review your website and notify you of your acceptance or rejection into our Program. Please allow up 48 hours for your application to be reviewed. We reserve the right to reject any application, however we encourage you to contact us if you feel we have made an incorrect decision. Including all of the websites that you use in your profile will help us make a better decision.

WEBSITE RESTRICTIONS Your participating website(s) may not: 1. Infringe on our or anyone else's intellectual property, publicity, privacy or other rights. 2. Violate any law, rule or regulation. 3. Contain any content that is threatening, harassing, defamatory, obscene, harmful to minors, or contains nudity, pornography or sexually explicit materials. 4. Contain any viruses, Trojan horses, worms, time bombs, cancelbots, or other computer programming routines that are intended to damage, interfere with, surreptitiously intercept or expropriate any system, data, or personal information. 5. Contain software or use technology that attempts to intercept, divert or redirect Internet traffic to or from any other website, or that potentially enables the diversion of affiliate commissions from another website. This includes toolbars, browser plug-ins, extensions and add-ons except as those tools are specifically permitted below.

LINKING TO OUR WEBSITE Upon acceptance into the Program, links will be made available to you through the affiliate interface. Your acceptance in our program means you agree to and abide by the following. 1. You will only use linking code obtained from the affiliate interface without manipulation. 2.

Custom links are permitted within Impact Radius. 3. All domains that use your affiliate link must be listed in your affiliate profile. 4. Your website will not in any way copy, resemble, or mirror the look and feel of our Website. You will also not use any means to create the impression that your website is our website or any part of our website including, without limitation, framing of our website in any manner. 5. You may not engage in cookie stuffing or include pop-ups, false or misleading links on your website. In addition, wherever possible, you will not attempt to mask the referring url information (i.e. the page from where the click is originating). 6. Using redirects to bounce a click off of a domain from which the click did not originate in order to give the appearance that it came from that domain is prohibited. 7. If you are found redirecting links to hide or manipulate their original source, your current and past commissions will be voided or your commission level will be set to 0%. This does not include using "out" redirects from the same domain where the affiliate link is placed.

TOOLBAR AND BROWSER EXTENSIONS Use of any Toolbar and Browser Extensions is strictly prohibited; unless prior written approval is provided by adidas. "Toolbar and Browser Extensions" means toolbars and browser extensions, including but not limited to browser plug-ins and add-ons. Any Affiliate that is admitted into the program and is found to be promoting adidas through the use of a toolbar/browser extension without prior written approval will be subject to loss of pending commissions and removal from the program. Affiliates receiving written approval to promote adidas through a toolbar/browser extension must only promote adidas through the use of "Affirmative Click". "Affirmative click" means that a customer has to click on the toolbar and engage with it for an adidas affiliate tracking cookie to be set, regardless of the source of traffic. If you place a publisher cookie on user's device without an "Affirmative click" by user, you will be subject to loss of pending commissions and removal from the program. adidas reserves the right to request that an approved toolbar/browser extension "Stand Down" if traffic source is from another marketing channel and cookie is present. This includes, but is not limited to: SEM, Email, Social and Display. "Stand Down" means that the toolbar/browser extension is disabled and does not engage with the user through means of a pop-up or other form of promotion unless user engages with toolbar through "Affirmative Click". adidas reserves the right to audit promotional methods for use of Toolbars and Browser Extensions to confirm compliance with these terms at any time.

REFERRAL PROGRAM Affiliates may not create affiliate tracking links that also contain a tracking link for the adidas Referral Program. Affiliates are permitted

to participate in either the Program or the Referral Program but individual links must be specific and exclusive to one of the programs. By participating in this Program, you agree not to claim commission or credit from both the Program and from our Referral Program for the same transaction.

TRANSACTION LOCK DATES All sales will remain in a “sales pending period” and will not lock until 60 days following the date of transaction. All payments will be sent via Impact Radius on the 20th of the month following the lock date. E.g: Transaction occurs on 4/1, locks on 5/31, paid via Impact Radius on 6/20.

NON-COMMISSIONABLE PRODUCTS adidas gift cards are non-commissionable. All adidas gift card sales will be voided. adidas reserves the right to not commission on products deemed as key product launches, discontinued partnerships or any other reason adidas finds that a product should no longer be commissionable. In the event there is a key product launch, text links and banners will not be provided to these products within the affiliate network and any affiliate found trying to promote these launches with affiliate links will be subject to having their orders voided and face potential removal from the program. If a previously commissionable product is no longer going to receive commission, all banners and text links for that product will be removed from the network, SKUs will be set to 0% commission and affiliates will receive notification about the commission update.

PPC GUIDELINES If you are enrolled in our Program and participate in PPC advertising, you must adhere to our PPC guidelines as follows: 1. You may not bid on any of our trademarked terms (which are identified below), including any variations or misspellings thereof for search or content based campaigns on Google, MSN, Yahoo, Facebook or any other network. 2. You may not use our trademarked terms in sequence with any other keyword (i.e. adidas Coupons). 3. You may not use our trademarked terms in your ad title, ad copy, display name or as the display url. 4. You may not direct link to our website from any Pay Per Click ad or use redirects that yield the same result. Affiliates must be directed to an actual page on your website. 5. You may not bid in any manner appearing higher than adidas for any search term in position 1-5 in any auction style pay-per-click advertising program. If you automate your PPC campaigns, it is your responsibility to exclude our trademarked terms from your program and we strongly suggest you add our trademarked terms as negative keywords. We have a strict no tolerance policy on PPC trademark bidding. You will forfeit all commissions for a minimum of the past 30 days and your commission will be set to 0% without warning if you engage in PPC trademark bidding that uses

our trademarked terms. Trademarked Terms (the following is not an exhaustive list): adidas, adidas.com, www.adidas.com, www.adidas.com/us, www.adidas.com, addiddas, addidas.com, adiddas.com, addiddas.com, adidas store, shopadidas, shop adidas, shop addidas, shopadidas.com, shopadidas .com, shopadidas com, mi adidas, miadidas.com, mioriginals, mi originals, adidas originals, adidas shoes, adidas sneakers, adidasstore, adidas discount, adidas discounts, adidas coupon, adidas coupons, adidas clearance, adidas gear, adidas outlet, adidas shop, store adidas, adidas outlets, adidas outlet store, outlet adidas, addidas store, adidas online store, adidas online shop, coupons adidas, discount adidas, adidas sales, sales adidas, adidas by Stella McCartney.

COUPON GUIDELINES If you are enrolled in our Program and your website promotes coupon codes, you must adhere to our Coupon Guidelines as follows:

1. You may **ONLY** advertise coupon codes that are provided to you through the affiliate program or network or that are displayed on our website(s).
2. Posting any information about how to work around the requirements of a coupon/promotion (ie first time customers only) will result in removal from the program.
3. Coupons must be displayed in their entirety with the full offer, valid expiration date and code.
4. You may **NOT** use any technology that covers up the coupon code and generates the affiliate click by revealing the code(s).
5. You may **NOT** advertise coupon codes obtained from our non-affiliate advertising, customer e-mails, paid search, or any other campaign.
6. You may **NOT** give the appearance that any ongoing offer requires clicking from your website in order to redeem. For example, if all items on the site have free shipping over \$100, you may not turn this into an offer that infers that the customer must click from your site to get this deal. Additionally, coupon and deal partners can earn 2% commission on approved codes provided via Impact Radius **OR** when a paid placement is booked. All other sales will be commissioned at 0%.

COUPON ATTRIBUTION & AUTHENTICATION Affiliates whose primary business is posting coupons, who are viewed by the program as being a coupon site, and/or who are tagged as coupon in our system, may not be paid commissions for sales generated without a corresponding valid coupon code. Valid codes are defined as codes that are made available to the affiliate channel in general, through newsletters or the Deals Database in Impact Radius, and directly or privately to affiliates. In some cases, coupon affiliates may only be paid on codes provided during secured paid placement promotional windows and not on any codes outside of that window. Coupon codes that are not real, expired, not specific (ie up to 40% off sale items) or are long-term sitewide

offers that do not require a code may not be considered valid codes and the affiliate will not be given commission on these orders. All placements secured with affiliates will require use of an exclusive code and/or link that will be provided in Impact Radius. Transactions that take place outside of that code/link will not be credited to the affiliate.

SOCIAL MEDIA. Promotion on Facebook, Twitter, Snapchat, Pinterest, and other social media platforms is permitted following these rules: You ARE ALLOWED to promote offers to your followers or own lists (excluding Facebook custom audiences or similar programs); more specifically, you are welcome to use your Impact Radius Links on your own social media properties, such as Facebook, Twitter, etc.; provided you will comply with the terms that govern your use of such social media platform. For example: You may post, "Shop the new adidas Ultraboost collection" on Facebook. You ARE PROHIBITED from posting your affiliate links on adidas's social media properties and via any paid social media channels such as Facebook Ads. You will not advertise adidas through any paid media such as search engine ads, display advertising, paid social advertising such as Facebook ads.

SUB-AFFILIATE NETWORKS Promoting adidas through a sub-affiliate network is permitted, however you must be completely transparent with regards to where traffic from your sub-affiliates originated. Sub-affiliate networks must ensure that all sub-affiliates promoting the adidas program adhere to our program terms and conditions. This includes restrictions on advertising through toolbars, browser extensions, and through any paid placements such as a pay-per-click campaigns. Sub-affiliate networks must also receive approval prior to allowing any type of coupon sub-affiliate to promote the adidas program. Failure to comply with our sub-affiliate network terms may result in a loss and/or reduction of commission from sales made through any sub-affiliate that does not comply with our program terms.

DOMAIN NAMES Use of any of our trademarked terms as part of the domain or sub-domain for your website is strictly prohibited i.e. adidas.website.com or www.adidas-coupons.com.

ADVERTISING & PUBLICITY You shall not create, publish, distribute, or print any written material that makes reference to our Program without first submitting that material to us and receiving our prior written consent. If you intend to promote our Program via e-mail campaigns, you must adhere to the following:

1. Abide by the CAN-SPAM Act of 2003 (Public Law No. 108-187) with respect

to our Program. 2. E-mail must be sent on your behalf and must not imply that the e-mail is being sent on behalf of adidas. 3. E-mails must first be submitted to us for approval prior to being sent or we must be sent a copy of the e-mail.

DOING BUSINESS WITH ADIDAS OUTSIDE OF THE AFFILIATE PARTNER PROGRAM. You are permitted to work with other teams inside the adidas organization; however, you must first get the consent of the adidas affiliate team. In addition, you must ensure that you adhere to all program terms and conditions, which includes being completely transparent with the adidas affiliate team about the relationships you hope to develop inside the adidas organization.

OPERATIONS OUTSIDE UNITED STATES If you are conducting business in or taking orders from persons in other countries, you will follow the laws of those countries. For example, you will comply with the European Union's Privacy and Electronic Communications Directive if you are conducting business in or taking orders from persons in one or more of the European Union countries.

REVERSAL & COMMUNICATION POLICY We reserve the right to reverse orders or lead actions due to order cancellations, duplicate tracking, returns, disputed charges, suspected reseller activity, suspected fraudulent or illegal activity, and program violations as outlined in these terms and conditions. Additionally, if we ask you for clarification or more information on any orders, lead actions, or clicks that we suspect may be in violation of our terms and conditions, we expect that you will respond in a timely and honest manner. Below are violations of our communications policy. 1. You are not forthcoming, intentionally vague or are found to be lying. 2. You are not responsive within a reasonable time period and after multiple attempts to contact with information listed in your network profile. 3. You cannot substantiate or validate the source of your traffic to our program with clear and demonstrable proof. If any of the above apply, then we reserve the absolute right to reverse orders, set your commission to 0% or suspend you from the program for the period or orders in question. We know that many violations are a result of automated processes; however it is incumbent upon each affiliate to ensure that it has the appropriate checks and balances in place to pro-actively address these issues and adhere to our program rules.

ORDER INQUIRIES We reserve the right to decline any order inquiries submitted within the affiliate network if submitted more than four months after the transaction date. Order inquiries submitted four months after the transaction

date will be reviewed and resolved based on last-click performance. Furthermore, we reserve the right to decline order inquiries due to order cancellations, duplicate tracking, already credited, returns, disputed charges, suspected reseller activity, suspected fraudulent or illegal activity, and program violations outlined in these terms and conditions at the time of the transaction.

FTC DISCLOSURE REQUIREMENTS You shall include a disclosure statement within any and all pages, blog/posts, or social media posts where affiliate links for our affiliate program are posted as an endorsement or review, and where it is not clear that the link is a paid advertisement. This disclosure statement should be clear and concise, stating that we are compensating you for your review or endorsement. If you received the product for free from us or from the affiliate management team for review, this also must be clearly stated in your disclosure. Disclosures must be made as close as possible to the claims. Disclosures should be placed above the fold; scrolling should not be necessary to find the disclosure. (e.g. Disclosure should be visible before the jump). Pop-up disclosures are prohibited. For more information about FTC disclosure requirements, please review the FTC's "Dot Com Disclosures" Guidelines at <http://www.ftc.gov/os/2013/03/130312dotcomdisclosures.pdf>; and the FTC's [Endorsement Guidelines](https://www.ftc.gov/sites/default/files/attachments/press-releases/ftc-publishes-final-guides-governing-endorsements-testimonials/091005revisedendorsementguides.pdf) at <https://www.ftc.gov/sites/default/files/attachments/press-releases/ftc-publishes-final-guides-governing-endorsements-testimonials/091005revisedendorsementguides.pdf>

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