**The [name of giveaway] Giveaway Contributor Agreement**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Contributor name), thank you for joining [your company] for the [name of Giveaway] Giveaway. This Agreement is effective on the date that you sign it.

This is your contract. ***Please read it carefully before signing, because you are making an important commitment to [your company].***

**THE BASICS OF THE GIVEAWAY**

[Company name] is hosting a giveaway, in which interested [type of audience] can submit their email address for access to a list of free gifts provided by Contributors. To access the free gifts, the Audience will submit their email address directly to Contributors.

As a Contributor, you are participating to help build your list of interested email subscribers.

Contributors are agreeing to several requirements as independent conditions of participating, including promoting to your existing email list and on social media and providing a free gift to us for promotion.

**IMPORTANT DATES**

Time is of the essence for the following dates. This is a live event that is time sensitive.

1. The Giveaway will be live between [start date] and [end date]. During this time, the Audience can sign up to receive access to the Contributors’ gifts.
2. The Contributors will promote the Giveaway between [promo start date] and [promo end date].
3. You will provide your Contributor Materials (defined below) by [date] or earlier.
4. You will track your opt in results and report them to use by [date].

**CONTRIBUTOR REQUIREMENTS**

By participating, you agree that you:

1. Have an email list size of [minimum size] or more.
2. Will promote the Giveaway in [number of solo emails] solo emails on these dates: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
3. Will promote the Giveaway in [number of social media posts] social media posts on these dates:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. You will pay a non-refundable fee of $X to participate, which covers the cost of building the contributor website and coordinating efforts to get the best result possible for all contributors.
2. Will provide Contributor Materials, which include: Name of Gift, headshot, 300 word or less bio, description of gift, and value of the gift if paid for.
3. Will not promote any paid promotion or service to the Audience until 30 days after the Giveaway.

**WHAT TO EXPECT FROM [COMPANY]**

Your Contributor Fee includes:

1. Hosted Giveaway website that includes all Contributors’ gifts, including yours;
2. Participation of at least 20 similar and complementary Contributors in the Giveaway;
3. Affiliate tracking links to track opt-in subscribers to your list;
4. Swipe copy for promotional emails;
5. Swipe copy for promotional social media posts; and
6. Generic and specific-to-you graphics for use in your promotions.

**THESE ITEMS ARE NOT INCLUDED IN THE GIVEAWAY**

You are not receiving any of the following by participating in the Giveaway:

1. There is no guarantee that the Audience will opt in to your email list and no promise is made concerning the number of new subscribers you may expect from participating;
2. You are not receiving an exclusive placement in the Giveaway, and you understand the your competitors could be participants;
3. You are not receiving preferential placement on the Contributor pages, and your placement will be randomly determined by our designer;
4. You are not receiving any services or materials other than those listed above, such as design services or advice about what to include;
5. You are not receiving an endorsement from [Company name] and may not imply or state otherwise, or use our trademarks except as otherwise noted in the materials provided to you;
6. There will be no paid promotional efforts, such as advertisements, made by Company for the Giveaway.

**BREACH AND DEFAULT**

The Giveaway is dependent on the complete participation by all Contributors. By signing this Agreement, the parties agree:

1. That the failure of a Contributor to promote the Giveaway as agreed will result in removal of the Contributor from the Giveaway, without refund; and
2. That Company is not responsible to Contributor for the failure of other contributors to meet their promotional requirements.

**ADDITIONAL LEGAL TERMS**

By participating, you are also agreeing to these terms:

1. There are no refunds of the Contributor Fee unless the Giveaway is cancelled or postponed for more than six months.
2. [Company] reserves the right to reschedule the promotional period or Giveaway dates to accommodate additional Contributors, technology issues, or any other reason in its reasonable discretion.
3. You maintain ownership of your gift (copyright and trademark), but provide us with the right to use, in perpetuity, your name and likeness, image, biographical information, and other intellectual property provided to us, for the purpose of advertising the Giveaway now and in the future, without financial remuneration at any time, and without regard to whether Company makes the Giveaway or any part thereof a paid product in the future. You represent and warrant that any Contributor Materials provided are owned by you or used with appropriate permissions, and agree to indemnify and hold us harmless should we be subjected to demand or claim to the contrary.
4. We are not in any legal relationship except as defined in this Agreement, such as employer/employee, principal/agent, or partners or co-venturers.
5. The law of the state of [State] applies, without regard to its conflict of law principles. Any dispute arising under this Agreement must be filed within 25 miles of [your town, your state].
6. This Agreement is not assignable to any other party.
7. This Agreement may not be amended without a separate, signed writing entitled “Amendment” between the parties.

DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Contributor [company name]