Effective as of the Effective Date set forth at the end of this Licensed Materials Agreement (“**Agreement**”), Target Corporation (“**Target**”) grants to the undersigned company (“**Licensee**”), a nonexclusive, nontransferable, revocable license to use certain copyrighted or trademarked materials and the “Target” name, provided by Target to Licensee (collectively, the “**Licensed Materials**”) on Licensee's promotional materials in conjunction with Target GiftCards purchased by Licensee for use in a promotional program (the “**License**”). By acceptance of the License, Licensee covenants and agrees that the License is subject to the “Usage Guidelines for Target Corporation Licensed Materials” provided to Licensee, incorporated herein by this reference, and that Licensee will comply with the following terms and conditions:

1. The Licensed Materials will be used exactly as provided to Licensee and will not be altered in any way (e.g., gift card images and other images will not be cropped or changed in proportion and the color or font of trademarks will not be modified).
2. Each Licensed Materials image will stand by itself and will be surrounded by sufficient empty space on all sides in order to avoid unintended associations with any other image or text (including, without limitation, type, pictures, logos, artwork, borders and edges).
3. The Licensed Materials will not be used as a feature or design element of any other image or text.
4. The Licensed Materials will not be used to promote the sale or use of alcohol products, tobacco products, or firearms; or to promote gambling activities.
5. The Licensed Materials will not be used (i) in connection with any promotional program that violates any federal, state or local law (including, without limitation, privacy and “spam” laws), (ii) to encourage or reward unlawful activities, (iii) to disparage Target or any of its subsidiaries or operating divisions, their products or services, (iv) in connection with any products or services that in Target’s judgment may diminish or damage the goodwill in Target’s name (including, without limitation, uses that could be deemed to be obscene, pornographic or excessively violent), (v) in any manner that infringes upon the intellectual property rights of a third party, or (vi) in violation of applicable federal, state or local law, rule, regulation, ordinance, code or other governmental requirement.
6. The Licensed Materials will not be used in any manner that (i) implies Target sponsorship or endorsement of Licensee's products, services or Internet site, or (ii) misrepresents Licensee's Internet site as a Target site by using the “look and feel” of, or text from any of Target’s Internet sites. Licensee's products, trademarks or logos in Licensee's promotional materials will be clearly more prominent than any of the Licensed Materials.
7. Unless otherwise approved in advance by Target, in Target's sole discretion, (i) the Licensed Materials will appear only in materials for distribution within the United States and/or on a U.S.-based Internet site, and (ii) there will be no hyperlink from the Licensed Materials.
8. The name “Target” and variations or misspellings thereof, cannot be included in the domain name of Licensee's Internet site(s), on any meta tabs of Web pages comprising Licensee's site(s), in hidden text source code or in searchable keywords. Licensee will not bid on Target brand keyword or keyword strings (e.g.,”Target,” “Target gift card”) in online search engines.
9. The following disclaimers must be included, in their entirety, everywhere Licensee uses the Licensed Materials:

(English) *The Bullseye Design, Target and Target GiftCards are registered trademarks of Target Brands, Inc. Terms and conditions are applied to gift cards. Target is not a participating partner in or sponsor of this offer*.

(Spanish) *El Diseño de tiro al blanco (Bullseye), Target y Target GiftCards son marcas registradas de Target Brands, Inc. Las tarjetas gift cards están sujetas a términos y condiciones. Target no está asociado ni es patrocinador de esta oferta.*

(Required for Radio Only) *Target GiftCard is a registered trademark of Target Brands, Inc. Target is not a participating partner in or sponsor of this offer.*

1. Prior to using the Licensed Materials for Licensee's promotion, Licensee will submit to Target for Target's approval, which will be given or withheld in Target's reasonable business judgment, a completed "Program Information Form" (provided by Target) for each of Licensee's promotions. Licensee will grant Target access to applicable electronic media for purposes of Target's review. Approval by Target of the use of the Licensed Materials in Licensee's promotion does not relieve Licensee from liability for a breach of any provision of this Agreement.
2. Except for the Licensed Materials provided to Licensee by Target and authorized for use by this Agreement, Licensee will not use any other Target logos, trademarks or copyrighted materials of Target.
3. Except as expressly set forth in this Agreement, Licensee has no right to the use of any intellectual property of Target. The Licensed Materials remain the sole intellectual property of Target.
4. Neither this Agreement, nor the License granted hereunder, will be sublicensed, assigned, transferred or otherwise conveyed (by operation of law or otherwise) by Licensee without Target's prior written approval, in its sole and absolute discretion. Any attempt at such sublicense, assignment, transfer or conveyance without Target's prior written approval, is void and of no force or effect.
5. Licensee will indemnify and hold harmless Target, its affiliates, agents and representatives, their respective officers, directors and employees from and against any and all losses, damages, liabilities or costs (including reasonable legal fees) arising out of Licensee's use of the Licensed Materials in violation of terms of this Agreement.
6. Unless sooner terminated, as hereafter provided, this Agreement will commence on the Effective Date and will continue until the “Expiration Date” set forth at the end of this Agreement. Target or Licensee may terminate this Agreement at any time by providing 30 days' prior written notice to the other party, and the termination will be effective 30 days after the date the notice is given or such later date as specified in the notice. Target may terminate this Agreement immediately upon written notice to Licensee if Licensee breaches any provision of this Agreement, and the termination will be effective upon the date specified in the notice. Effective on the date this Agreement terminates or expires, Licensee will suspend any and all use of the Licensed Materials and will have no further right to use the Licensed Materials. All of the covenants, agreements and indemnities of Licensee made herein will survive the expiration or earlier termination of the Agreement.
7. Target reserves the right to modify the terms and conditions of this Agreement from time to time by providing Licensee with written notice thereof and a copy of the new Agreement (electronically or otherwise) 60 days prior to the effective date of such changes. Licensee agrees to be bound by any changes made by as of the effective date of the changes, but subject to Licensee's termination rights set forth above.
8. The laws of the State of Minnesota, without regard to Minnesota's choice-of-law principles, govern all matters arising out of or related to this Agreement. The exclusive forum and venue for any legal action arising out of or related to this Agreement shall be the United States District Court for the District of Minnesota, and the parties submit to the personal jurisdiction of that court. If neither subject matter nor diversity jurisdiction exists in the United States District Court for the District of Minnesota, then the exclusive forum and venue for any such action shall be the courts of the State of Minnesota located in Hennepin County, and the parties submit to the personal jurisdiction of that court.
9. Licensee certifies to Target that it is authorized to and does hereby accept and agree to the same, and that its covenants and agreements hereunder constitute legal and binding obligations of Licensee and are enforceable against Licensee in accordance with their terms.

When this form is complete, please do the following:

* Email or fax a scanned version to TargetGiftCardApprovals@Target.com or “Corporate Gift Card Team”

at 1-800-440-4510

* Mail the original signed version to:

Target Corporate Gift Card Team, 7000 Target Parkway North, NCB-01PU, Brooklyn Park, MN 55445

|  |  |
| --- | --- |
| Licensee Information: |  |
| **NOTE:** All notices required or permitted to be sent to "Licensee" under the Agreement will be sent to the address or email set forth below. |
| Licensee Name:  | Click here to enter text. |
| Address Line 1: | Click here to enter text. |
| Address Line 2: | Click here to enter text. |
| City, State, Zip code: | Click here to enter text. |
| Attention: | Click here to enter text. |
| Email: | Click here to enter text. |
| Website: | Click here to enter text. |
| Industry: | Click here to enter text. |
| Primary Contact Information: |  |
| Name: | Click here to enter text. |
| Phone: | Click here to enter text. |
| Fax: | Click here to enter text. |
| Email: | Click here to enter text. |
| Agreement Term Information: |  |
| Effective Date: | Click here to enter text. |
| Expiration Date: | Click here to enter text.[ ]   |
| Auto-Renewal Option(check if applicable) | [ ]  By checking this box, the parties agree that unless sooner terminated as provided in the Agreement, the term of the Agreement will automatically extend for successive 12 month periods 30 days prior to the end of the then current term under the same terms and conditions unless notifying party gives the other written notice that it does not want Agreement Term extended. |
| Authorized Signature: |  |
| Name (printed): | Click here to enter text. |
| Signature: |  |
| Title: | Click here to enter text. |
| Email: | Click here to enter text. |
| Target Corporation (FOR OFFICE USE ONLY): |  |
| Name (Printed): |  |
| By (Signature): |  |
| Title: |  |