

WALMART CONNECT CANADA PRODUCT TERMS (“Product Terms”)

Last updated September 27, 2024

Capitalized terms not otherwise defined below shall have the respective meanings set forth in the Walmart Connect Canada Terms and Conditions for Agencies and Advertisers (“WMC Terms”). Media Company shall have the right to update Products Terms from time to time to incorporate new terms for new products offered by Media Company at any time in its sole discretion by posting such modifications here, which shall have immediate effect.

A. Experiential Programs & Events.

If campaign in an IO will involve Advertiser’s sponsorship of and/or participation in any sampling programs, demo programs or experiential events produced or otherwise executed by Media Company (“Events”), the parties agree that the following additional terms will apply:

1. Any Events shall be designated on the applicable IO and the details of such Programs and Events, and the benefits to be received by Advertiser, shall be communicated to Advertiser in writing (which may be in promotional materials and/or materials made accessible to Advertiser online). Such Programs and Events are provided "as is" and are not subject to customization or negotiation.
2. In connection with such Events, Advertiser shall be responsible for securing all necessary rights, permissions, and authorizations with respect to any Advertising Materials (as defined above in these Product Terms) and/or Advertiser-Supplied Talent in connection with the Events, and shall acquire and maintain all appropriate insurance, licenses, registrations and approvals necessary to provide such elements in connection with the Events as contemplated by the parties. For the purposes of these Product Terms, Advertising Materials shall have the meaning set forth in the WMC Terms, and shall also include any other materials Advertiser (or Agency on behalf of Advertiser) furnishes to Media Company for use during an Event, including without limitation, written content, audio content, video assets, concepts, illustrations, photography, Advertiser’s trademarks, service marks, logos, and slogans, claims, Advertiser’s products and services (and all information related thereto), and any other creative materials.
3. Advertiser shall abide by any restrictions set by Media Company with respect to the Events.
4. For any product samples not provided by Advertiser for any Event, Advertiser agrees that Walmart’s Event service provider may invoice Advertiser directly for reimbursement of all costs incurred in the purchase of any product samples used in

any Event. The Event service provider can provide supporting documentation for all purchases to Advertiser upon request.

5. In connection with any Advertiser-provided product samples for use in any Event:
 - a. Advertiser represents and warrants that (i) any product samples provided are identical to the products being marketed as part of the Event and available for sale in-store and/or online at Walmart (“Products for Sale”), shall have undergone all testing performed on Products for Sale and shall meet all of the same standards, (ii) the product samples shall be delivered in good and undamaged condition, and when delivered shall be fit and safe for the purpose which they are intended to be used, included but not limited to use or consumption by consumers; (iii) the product samples comply with all applicable laws, regulations and standards in the manufacturing, preparation, assembly, packaging, importation, distribution and transportation for the purposes of an Event, including but not limited to any product safety laws and standards, and (iv) it will self-assess and remit to governmental authorities any sales taxes due on Advertiser-provided samples, where applicable.
 - b. Advertiser shall inform Walmart immediately if it becomes aware of a voluntary or involuntary recall for any of the product samples provided and shall support Walmart as needed with the removal of any such samples.
 - c. Advertiser shall be responsible for all costs in providing the products to Walmart stores directly or to the Event service provider. For any product samples provided to Event service provider, Advertiser shall pay the shipping fees directly to Event service provider for shipment to Walmart stores.
6. For any Advertising Materials, Advertiser represents and warrants that the Advertising Materials do not, and Media Company’s permitted use of the Advertising Materials do not, infringe or misappropriate any third-party intellectual property rights, privacy rights or publicity rights or violate any applicable law; and the Advertiser is not deceptive, misleading or inaccurate and will not defame or otherwise injure any party.
7. Advertiser shall indemnify, protect, defend and hold harmless Media Company, their affiliates, representatives, and agents, and each of their respective officers, directors, trustees, agents, employees and independent contractors, from each and every claim, loss, liability, damage, cost or expense of any kind (including without limitation attorneys’ or accountants’ fees and any amounts paid in settlement), resulting from or relating to (a) Advertiser’s breach of these Product Terms or WMC Terms, (b) any acts or omissions of the Advertiser, or its agents, service providers, representatives, employees, guests, and/or attendees in connection with any Event,

(c) any display or other tangible items related to the Event; or (d) any death of or injury to any person, damage to any property, or any other damage or loss, by whomsoever suffered, arising in whole or in part, out of any actual or alleged defect in any advertiser-provided product sample (whether latent or patent), including but not limited to: (i) any actual or alleged failure to provide adequate warnings, labeling or instructions; (ii) any actual or alleged improper design, manufacture, construction, assembly of the product samples; or (iii) any actual or alleged failure of the product samples to comply with specifications or with any express or implied warranties of Advertiser.

8. Notwithstanding any makegood provisions in the WMC Terms, in the event of an unexecuted Event, Media Agency will make good faith efforts to provide a prompt reschedule such Event, provided, however, that reschedules will occur based upon Media Agency's internal guidelines and availability, and may be subject to other limitations beyond Media Agency's control.
9. Advertiser acknowledges and agrees that the parties may need to enter additional terms with respect to certain Programs and Events, including, without limitation, for any Advertiser product sampling programs executed by Media Company, or its agents, on Advertiser's behalf. In the event of any conflict between such other terms agreed to in a signed writing between the parties with respect to any Programs and Events and the terms herein, such other terms shall control.