Yamaha National Fishing Team Program

"Terms and Conditions"

<u>NFT Application</u>: The Yamaha National Fishing Team ("NFT") Program requires completion of the Yamaha NFT Application ("Application") in its entirety, to determine eligibility as a Yamaha NFT member. Failure to do so will result in rejection of the Application. Paper Applications will not be accepted.

Eligibility, Review Process and Acceptance/Rejection: Qualification and eligibility to become a Yamaha NFT member is determined by review of the submitted Application (and related documents) along with input from your sponsoring Yamaha dealer. Eligibility requirements include, but are not limited to the Application, recommendation from sponsoring Yamaha dealer, and applicant's experience, exposure, value added, and ability to promote Yamaha, its dealers and products through promotional skills, years of experience and media exposure. Yamaha NFT membership is limited and not all Applications will be approved. Completing an Application does not guarantee approval. All decisions are final and within Yamaha's sole discretion. Once the Application is submitted, Yamaha and the sponsoring Yamaha dealer will review the Application and make a determination, and inform the applicant that their Application has been either "approved" or "denied". This Program is available to applicants in the 50 United States and District of Columbia and is void where prohibited by law. Yamaha reserves the right to cancel this Program at any time.

NFT Member Timeline and Benefits: If the Application is approved, the Yamaha NFT member will be a Yamaha NFT member for three hundred and sixty five (365) days from the date of Application acceptance ("Term"). The Yamaha NFT member will be eligible to purchase a Yamaha outboard motor ("Outboard Motor") directly from their sponsoring Yamaha dealer, at such price and terms that are agreed to directly between the sponsoring Yamaha dealer and the Yamaha NFT member. The Outboard Motor will carry Yamaha's standard limited warranty, as specifically outlined, and in accordance with the terms and conditions as contained, in the approval email provided to the Yamaha NFT member and shall begin upon the Outboard Motor warranty registration date as entered into the Yamaha Marine Business System ("YMBS") by the sponsoring Yamaha dealer.

<u>Team Member Responsibilities:</u> If the Application is approved, the Yamaha NFT member shall actively promote Yamaha, its products and the sponsoring Yamaha dealer and agree to the following:

(i) Wear a Yamaha hat and/or jersey at all tournaments, boat shows, dealer promotions, seminars, as approved by sponsoring Yamaha dealer [apparel not provided by Yamaha]; and

- (ii) Provide the sponsoring Yamaha dealer or Yamaha Marine Group with a minimum of four (4) days of promotional activity or guiding, at no charge, during Term; and
- (iii) Provide quarterly updates to Yamaha NFT member's NFT account with promotional materials, events, and/or general information demonstrating support as a Yamaha NFT member that includes, but is not limited to, the promotion of Yamaha, the sponsoring Yamaha dealer and Yamaha products; and
- (iv) Pay the sponsoring Yamaha dealer for the Yamaha Outboard and be responsible for freight, rigging, rigging components, and any items not deemed standard equipment. Be solely responsible for the reporting and payment of any and all applicable taxes associated with the value of consideration received, including but not limited to applicable federal, state, and municipal income sales and use, and property taxes.

<u>Termination/Expiration:</u> Yamaha and/or the Yamaha NFT member may terminate membership, prior to Term, by providing the other party with ten (10) days prior written notice, for any reason or no reason ("Termination Date"). Upon the Termination Date and/or expiration of the Term, the Yamaha NFT member will refrain from representing themselves as a Yamaha NFT member, including but not limited to refrain from wearing any Yamaha apparel and remove Yamaha decals from boat/outboard motor.

By submitting an Application and agreeing to these Terms and Conditions, the Yamaha NFT member agrees that (i) the Application will be shared with the sponsoring Yamaha dealer for review and input; and (ii) biographical information (including but not limited to photos/head shot) may be published by Yamaha on any Yamaha website(s) and/or social media accounts, if the Yamaha NFT member is deemed accepted as a Yamaha NFT member.