



The Winter 2014 *EXPLORE THE EDGE* Package Promotion and Partnership Agreement

Attraction Provider

This AGREEMENT is between Explorers' Edge and _____,
the "Attraction Provider".

In this Agreement

- i. "us" and "we" refer to Explorers' Edge.
- ii. "You" and "Your" refers to the Experience Provider who signs the Agreement.
- iii. Bolded words are words that we have defined in this Agreement.

Purpose

Part of the Explorers' Edge mandate is to help increase business for area tourism operators, including "Attraction Providers" and "Accommodation Providers". The **Winter 2014 Explore The Edge** program will do this by providing some incentives for your customers (who in this document we sometimes call 'guests') to book an experience with you. The incentive includes a minimum of 5 x \$10 (and a maximum of 10 x \$10) Attraction Vouchers to be used by the customer "same as cash" and honoured by Attraction Providers. Guests get these Vouchers by registering on the Explorers' Edge Facebook Page beginning January 20, 2014. Each Voucher is a "one-time use" Voucher.

With your participation, you agree to honor the "Attraction Vouchers". We will reimburse you for the face value of the Attraction Vouchers.

This purpose is included as the motivating force behind this Program and this Agreement, but it is not itself part of the Agreement. Please review terms on Page 2.

Terms

- 1) As far as is possible, this Agreement is being drafted in ordinary language/plain English. The parties agree that any interpretation of this Agreement must consider context and a purposive approach to interpretation and a literal, strict interpretation is to be avoided.
- 2) It is of critical importance to the success of this program that you market this program. While Explorers' Edge recommends a vigorous use of social media in addition to more traditional marketing and advertising choices, the choice of if, how, where and how much to market is always at your discretion and responsibility.
- 3) **You agree to accept the Attraction Vouchers from the period of January 20, 2014 through to March 16, 2014.** When you sign up to participate in the program you will be sent a sample of these Vouchers. **When you accept the Voucher, you agree to deduct the face value of the Attraction Voucher from the price per person. Multiple Voucher(s) per person per guest attraction is valid.** You agree that any Guest using an Attraction Voucher will be charged the same base amount as any other customer who is not using an Attraction Voucher – the only difference in price will be the discount given by the Attraction Voucher.
- 4) When you receive the Attraction Voucher from the Guest, you will submit the Attraction Voucher to Explorers' Edge at the address below. We agree to issue you a cheque within three weeks for the face value of the submitted and valid vouchers. You may submit your vouchers at any time, but **they must be postmarked no later than March 31, 2014 for us to honor them.**
- 5) The number of registrations by Guests in this program is limited to providing Attraction Vouchers for the first 500 qualified travelers we receive from the Explorers' Edge Facebook site.
- 6) Once a Guest registers for a package, they can pick up their package at an agreed up pick-up site in 3-days' hence or can request that the package be mailed to them. No packages will be delivered same day.
- 7) We reserve the right to terminate this program at any time without notice, but we will still be responsible for honoring any outstanding Attraction Vouchers.
- 8) Either you or we may refer to this Agreement or to the other party's participation in this program, in any and all promotional or other materials.
- 9) This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.
- 10) Any of your questions regarding this Agreement shall be directed to James Murphy, Executive Director at Explorers' Edge. Email: james@explorersedge.ca

11) This Agreement contains the entire agreement between us and you. There are no other agreements written or oral relating to this program. No modification of this Agreement shall be valid unless made in writing and signed by both us and you.

12) If either we or you waive any duty of the other under this Agreement, it does not affect the remainder of the Agreement and it does not change any other duty required by this Agreement.

I have read and agree to the terms outlined in the *Explore The Edge* Partnership Agreement.

Signed _____ Date _____

Name and Title _____

Name and Address of Business

Contact telephone number and email during duration of program:

To participate in this program, please return this agreement to Margaret Gage at Explorers' Edge by Friday, January 17, 2014.

Email: margaret@explorersedge.ca

Fax: (705) 243-0392

Mail: 11A Taylor Road, Bracebridge, ON. P1L 1S6

Once the agreement is received Explorers' Edge will send you a jpg or png of the "*Explore the Edge*" logo for use in your marketing efforts.