

I wanna sleep Ambassador Program | Terms and Conditions

Last Updated: June 6, 2025

Effective Date: June 6, 2025

1. Introduction and Scope

This Agreement describes and provides the terms and conditions (the “Terms”) that govern and apply to your participation in **I wanna sleep** (the “Company”, “we”, “us” or “our”) Ambassador Program (the “Program”).

You may only participate in the Program if you are eighteen (18) years of age, or older. You agree that your participation in the Program shall constitute express consent to these Terms.

IMPORTANT: FAILURE TO COMPLY WITH THESE TERMS WILL RESULT IN IMMEDIATE TERMINATION OF YOUR AMBASSADOR ACCOUNT AND ALL RELATED PRIVILEGES, AS WELL AS FORFEITURE OF ALL UNPAID COMMISSIONS THAT HAVE BEEN EARNED THROUGH YOUR PARTICIPATION IN THE AMBASSADOR PROGRAM.

I wanna sleep further reserves its right to pursue any and all claims, legal and equitable, that may result from any violation of these Terms. **I wanna sleep** expressly reserves the right to modify these Terms at any time, with or without notice to you. Your continued participation in the Program following any such change shall constitute and evidence your agreement to any such modification to these Terms.

Contact Information:

To contact us about any of the matters addressed in these Terms, including to ask questions or to provide comments about these Terms, you may contact us by email at marketing@iwannasleep.com.

2. Application and Eligibility

I wanna sleep reserves sole and exclusive discretion over the approval, acceptance, and/or rejection of any and all applications to join or otherwise participate in the Program. You may only participate in the Program if you are eighteen (18) years of age, or older, and by applying for and/or participating in the Program, you expressly represent that you are eighteen (18) years of age, or older.

Ambassador Links:

- YOU ARE ONLY PERMITTED TO APPLY FOR AND USE ONE AMBASSADOR LINK.
 - APPLICATION FOR MORE THAN A SINGLE AMBASSADOR LINK, PER PERSON, IS GROUNDS FOR IMMEDIATE TERMINATION AND CONSTITUTES SUFFICIENT GROUNDS FOR FORFEITURE OF ALL UNPAID COMMISSIONS THAT HAVE BEEN EARNED THROUGH YOUR PARTICIPATION IN THE AMBASSADOR PROGRAM.
 - If you wish for **I wanna sleep** to deactivate an Ambassador Link that you have previously applied for and that has been approved, for any reason, you may send a request to marketing@iwannasleep.com.
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3. Commissions and Payments

Upon acceptance of your application to participate in **I wanna sleep's** Ambassador Program, **I wanna sleep** will provide you with a unique Ambassador Link that you can use – in compliance with these Terms – to earn **ten percent (10%)** of the Gross Revenue received by **I wanna sleep** for purchases of **I wanna sleep** merchandise through www.iwannasleep.com made using your Ambassador Link (or that are otherwise directly attributable to your Ambassador Link) (the “Commission”).

Definition of Gross Revenue:

“Gross Revenue,” as used and referred to in this section, refers to the amount actually paid by a customer for purchase of **I wanna sleep** merchandise, and does not include any charges for shipping, sales tax, or any other similar charges levied on the customer at the time of purchase.

Payment Policies:

I wanna sleep shall pay the Commission to you in accordance with its then-applicable payment policies and practices. **I wanna sleep** expressly reserves the right to modify its payment policies and practices at any time, in its sole discretion. Notwithstanding the foregoing, **I wanna sleep** will make reasonable efforts to publicize and all payment policies and practices applicable hereto, and to provide reasonable advance notice to you of any change to those policies and practices before it is implemented.

You hereby acknowledge the sufficiency of the Commission in exchange for your participation in the Program, and that you shall have no entitlement to any consideration or commission, in either cash or equity, other than the Commission.

4. Program Guidance and Online Platforms

I wanna sleep provides regular guidance and updates regarding permitted usage of the Ambassador Link, and your participation in the Program, via online platforms to which you have been invited by a Company representative (e.g., Discord).

Ambassador Obligations:

1. You are required to join such platforms upon receipt of notice that such platforms are in use by the Program.
2. You are further obligated to monitor such guidance and updates.
3. You shall be presumed to be, and held responsible to be, familiar with such materials – whether or not you actually access such materials, or participate in Program activities publicized and conducted on such platforms.

I wanna sleep expressly reserves the right to modify its policies and practices regarding permitted usage of Ambassador Links at any time, in its sole discretion, with or without advance or written notice.

5. Prohibited Uses

I wanna sleep also provides regular guidance and updates regarding prohibited uses of your Ambassador Link via online platforms (e.g., **Discord**). Current guidance for **PROHIBITED** use of your Ambassador Link includes, but is not limited to:

- **DO NOT** reuse **I wanna sleep's** (or another **I wanna sleep** creator's) original content for your own purposes.
- **DO NOT** share your Ambassador Link on public websites (e.g., Reddit, Google, coupon code sites, deal sites, etc.).
- **DO NOT** bid on our brand terms via any online advertising platform (e.g., Google Ads).
- **DO NOT** promote your Ambassador Link on **I wanna sleep's** corporate TikTok profile, or on other **I wanna sleep** creator's profiles or posts.
- **DO NOT** disparage **I wanna sleep's** products, advertisement content or practices, company, employees, or business practices or processes.
- **DO NOT** use inappropriate language or reference controversial topics when promoting **I wanna sleep**.
- **DO NOT** ask **I wanna sleep** moderators about any orders of **I wanna sleep** merchandise that you, yourself, have placed, or that anyone who has purchased through your Ambassador Link has placed.
- **DO NOT** message **I wanna sleep** employees or other representatives on their personal social media accounts.

- **DO NOT** ask **I wanna sleep** employees or other representatives or live host dates of new drops or restocks.
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6. FTC Compliance and Advertising Disclosure

Ambassador agrees to comply with all applicable laws and regulations, including but not limited to the Federal Trade Commission (FTC) Endorsement Guides. Ambassador must clearly and conspicuously disclose the material relationship with **I wanna sleep** in all promotional content, including but not limited to use of disclosures such as #ad, #sponsored, or #affiliate.

7. Representations and Warranties

You represent and warrant as follows:

- (a) You are eighteen (18) years of age, or older;
 - (b) You have the legal right and authority to enter into this Agreement;
 - (c) You will not violate any applicable laws or regulations;
 - (d) You will not violate, infringe, or misappropriate the intellectual property or privacy rights of any third party;
 - (e) You will not be abusive, harassing, harmful to reputation, or otherwise objectionable.
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8. Termination and Modification

I wanna sleep reserves sole and exclusive discretion over your participation in the Program. **I wanna sleep** may terminate and/or modify these Terms – or terminate and/or modify your participation in the Program – at any time or for any reason, with or without advance or written notice.

Upon termination or deactivation of the Ambassador Link, **I wanna sleep** shall submit to you a final report setting forth in detail all commissions that you have earned as of the date of the termination. Commissions that have been forfeit due to your violation of these Terms will not be paid.

9. Proprietary Information and Confidentiality

At all times during your participation in the Program, and perpetually thereafter, you will hold in confidence and will not disclose, use, publish or make copies of any of the Company's **Proprietary Information**, except as expressly authorized in writing.

Definition: "Proprietary Information" shall mean private, confidential, trade secret or other proprietary information relating to any actual or anticipated business of the Company or its Ambassadors.

10. Indemnification

You shall indemnify, defend and hold harmless Company, and its parent companies, subsidiaries, Ambassadors, shareholders, member, manager, officers, directors, employees, agents, and representatives from and against any and all claims, costs, proceedings, demands, losses, damages, and expenses arising from or relating to any actual or alleged breach of your representations or your negligence.

11. Image, Likeness & Content license

Creator irrevocably grants to **I wanna sleep** a worldwide, perpetual, royalty-free, transferable, and sublicensable license to use Creator's name, image, likeness, voice, social media handles, and all content created in connection with or relating to this Program for any commercial, advertising, marketing, e-commerce and promotional. Company may edit, modify, adapt, and combine the Content, provided it does not materially misrepresent Creator, and may use it in organic posts, paid ads (including Meta, TikTok, Google, YouTube), whitelisting, websites, marketplaces, retail materials and internal presentations. Creator agrees that the compensation provided constitutes full consideration for these rights and waives any right of approval or claims related to right of publicity or privacy arising from authorized use, except in cases of material misrepresentation. Creator represents having full authority to grant these rights.

12. General Provisions

Independent Contractors:

The parties are independent contractors. Nothing in this Agreement shall be deemed to create a partnership, joint venture, employment, or agency relationship. You receive no company-sponsored benefits.

Assignment:

Neither party may assign any of its rights or obligations hereunder without the prior written consent of the other party, except that **I wanna sleep** may assign its interest to an affiliate or a third party acquiring substantially all of its assets.

Arbitration:

Any controversy or claim arising out of or relating to these Terms shall be conclusively resolved through binding arbitration in **Orlando, Florida** under the Commercial Arbitration Rules of the American Arbitration Association.

Governing Law and Venue:

These Terms are to be governed by the laws of the **State of Florida**. Any legal suit must be instituted in the federal or state courts located in the **City of Orlando, Orange County, Florida**.

Severability:

If any part of these Terms is determined to be invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect.

Limitation of Liability:

To the maximum extent permitted by law, Company's total liability arising out of or relating to this Agreement shall not exceed the total commissions paid to Ambassador during the six (6) months preceding the claim. In no event shall Company be liable for indirect, incidental, consequential, punitive, or special damages, including lost profits or reputational harm.

Entire Agreement:

These Terms constitute the complete and final agreement of the parties pertaining to the Program and supersede all prior agreements.

13. Knowing and Voluntary Agreement

By applying to and electing to participate in the Program, you acknowledge that:

- You have carefully read and fully understand all provisions of these Terms.
- You knowingly and voluntarily agree to all of the conditions and obligations.
- You have been advised in writing to consider these Terms and to consult with an attorney.
- To the extent necessary, you have consulted with counsel of your choice or freely chosen not to do so.