

Amazon Vine Terms and Conditions

Vine is a marketing program operated by Amazon Japan G.K. ("Amazon") through which select product samples are provided to certain Amazon.co.jp customers for review (the "Program"). Vine is currently open to Amazon Vendors and any Seller. To protect the anonymity of our population of Vine Voices, seller units requested by Vine Voices must be fulfilled via FBA. As used in these Program Terms and Conditions (the "Agreement"), "you" means the vendor, seller or distributor accepting this Agreement.

In order to participate in the Program you must:

- agree to the terms and conditions in this Agreement by accepting these terms below and clicking the "Submit" button at the bottom of this page;
- maintain an account within Vendor Central or Seller Central, as applicable (the same applies hereafter), and provide and keep all required information accurate and up to date in the Vendor Central or Seller Central database, including but not limited to your e-mail address; and
- be able to lawfully enter into contracts. For example, minors are not allowed to participate in the Program.

1. Amendment; Notice of Changes. We reserve the right to change the terms and conditions contained in this Agreement or any [Vine Help pages](#) (including the applicable Fees (as defined in Section 2(b)), instructions or other guidelines within Vendor Central or Seller Central relating to the Program (collectively, "Terms and Conditions") at any time and in our sole discretion. You are responsible for

reviewing the notice and any applicable changes. We may change at any time with immediate effect (i) for legal, regulatory, fraud and abuse prevention, or security reasons; (ii) to change existing features or add additional features to the Program (where this does not materially adversely affect your use of the Program); or (iii) to restrict products or activities that we deem unsafe, inappropriate, or offensive. YOUR CONTINUED PARTICIPATION IN THE PROGRAM AFTER THE EFFECTIVE DATE OF ANY CHANGES TO THE TERMS AND CONDITIONS WILL CONSTITUTE YOUR ACCEPTANCE OF THE CHANGES. IF ANY CHANGE IS UNACCEPTABLE TO YOU, YOU AGREE NOT TO CONTINUE TO PARTICIPATE IN THE PROGRAM AND TO TERMINATE THIS AGREEMENT.

2. How the Program Works.

(a) *Enrollment Requests.* You may enroll in the Program certain products that you sell or plan to sell to or through Amazon (the "Products"). To enroll a Product, you must use our online enrollment tool and provide all required information. You may not enroll any Products that are not in the current Amazon catalog. Please see the [Vine Help pages](#) for instructions on using the enrollment tool and further information about prohibited products. We will have the right to reject any Product you enroll, at any time for any reason in our sole discretion. If we reject a Product, we will contact you about the rejection and you agree not to ship the rejected Product to us. However, if we reject a Product after you shipped it to us, we will return the Product to you at our expense. Any Products that we do not reject are "Accepted Products."

(b) *Enrollment Fees, etc.* Unless otherwise agreed between you and Amazon, the applicable fees for enrollment and shipping Accepted Products in the Program ("Fees") will be provided when you use our online enrollment tool. We will have the right to deduct the Fee from any amounts we owe to you.

(c) *Product Delivery.* Upon our request, you will label and ship to us the Accepted Products (i) in the correct quantity, (ii) at your own cost (freight prepaid), and (iii) in accordance with [our shipping and/or packaging requirements](#) using the item labels and shipping labels that we provide to you through our enrollment tool. Risk of loss and title for all Products will transfer to us upon our acceptance from the carrier. However, we will not be responsible for any Products that you ship to us that are

not properly labeled, or not otherwise in compliance with [our shipping and/or packaging requirements](#). If you are shipping any products to us from outside Japan, you will be the importer of record. These provisions in this subdivision (c), including the risk of loss, will not apply for any Accepted Products that are Fulfilled by Amazon (FBA), as we will use your existing inventory to fulfill deliveries to Vine Voices.

(d) *Reviews.* We will deliver the applicable Accepted Product to certain Amazon.co.jp customers ("Vine Voices") who have chosen to review the Accepted Product. We will encourage Vine Voices to post their reviews of the Accepted Product (the "Reviews"), which must be independent and unbiased, to the product detail page for the Accepted Product on www.amazon.co.jp (the "Amazon.co.jp Site"). We make no assurances concerning Vine Voices or the Reviews, including but not limited to (i) the number of Accepted Products that Vine Voices will choose to review, (ii) the nature of any Reviews that Vine Voices may submit, or (iii) our ability to maintain the confidentiality of any Accepted Product or other materials that we provide to Vine Voices. We will have no obligation to modify or remove Reviews from the Amazon.co.jp Site, even if you find them objectionable.

(e) *Accepted Product Offerings.* If we make available to Vine Voices information about the Accepted Products, you will not have an opportunity to review or approve such information.

(f) *Product Removal.* You may request that we remove an Accepted Product from the Program by [contacting us](#) and telling us which Accepted Product you would like for us to remove. We will use commercially reasonable efforts to remove the designated Accepted Product after we receive your timely notice, but in no event will we be able to remove any Accepted Product later than 5 business days before we offer the Accepted Product to Vine Voices. For avoidance of doubt, removal of an Accepted Product from the Program or termination or non-renewal of this Agreement will not require Amazon to delete or alter any Reviews previously posted.

(g) *No Product Returns.* We will not return any Accepted Products to you. We will use commercially reasonable efforts to distribute all Accepted Products to Vine Voices. However, we have the right to destroy any Accepted Products at any time.

Vine Voices will not be obligated to send any Accepted Product back to us or you. Accepted Products that are FBA will not be destroyed and will remain in your inventory.

3. Ownership of Reviews.*As between you and us, we will at all times retain all right, title and interest (including but not limited to all intellectual property rights) in the Reviews. You may use full excerpts of the Reviews of your Accepted Products that are on the Amazon.co.jp Site for your internal business purposes and for marketing Accepted Products, provided, that (i) any such use will properly attribute the Reviews to an "Amazon.co.jp Customer Review" and note the submission date and name of the reviewer; (ii) any use will not distort or take Reviews out of context (iii) use will not misrepresent the number of star rating; and (iv) Amazon may, by written notice, require you to cease any use of the Reviews which it deems inappropriate in its sole discretion. You may not use Reviews that are on the Amazon.co.jp Site for other purposes without our express consent. You will not have access to any Reviews that are no longer posted on the Amazon.co.jp Site.*

4. Term and Termination.*The term of this Agreement will begin on the date you click the "Submit" button at the bottom of this Agreement and continue until we or you terminate this Agreement in accordance with this Section (the "Term"). We may terminate this Agreement at any time by disabling your access to the product enrollment tool. You may terminate this Agreement at any time upon 30 days' written notice by [contacting us](#) and indicating your desire to terminate this Agreement ("Termination Notice"). You will not enroll or ship to us any Products after you send us a Termination Notice. **We may at any time cease providing the Program at our sole discretion without notice to you.** Upon termination, all rights and obligations of the parties under this Agreement will terminate, except that Sections 2(b), 2(d), 2(g), and 3 through 11 will survive termination.*

5. Representations and Warranties.*You represent and warrant that you (a) manufacture or publish, as applicable, or distribute all Products; and (b) have full authority, including but not limited to all rights necessary, to enroll the Products in the Program and provide the Products to us for participation in the Program.*

6. Indemnification.*Your will defend Amazon and its affiliates (and their directors, officers, employees, agents and other representatives) from and against any claim*

arising from or relating to your participation in the Program, including but not limited to your breach of this Agreement.

7. Disclaimer of Warranties. *THE PROGRAM IS PROVIDED ON AN "AS IS" BASIS. WE AND OUR AFFILIATES MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION: (a) THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT; (b) THAT THE PROGRAM, VENDOR CENTRAL, SELLER CENTRAL OR THE AMAZON.CO.JP SITE WILL MEET YOUR REQUIREMENTS, WILL ALWAYS BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE, OR OPERATE WITHOUT ERROR; AND (c) ANY IMPLIED WARRANTY ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. TO THE FULL EXTENT PERMISSIBLE UNDER APPLICABLE LAW, WE AND OUR AFFILIATES DISCLAIM ANY AND ALL WARRANTIES.*

8. Limitation of Liability. *IN NO EVENT WILL WE OR OUR AFFILIATES BE LIABLE TO YOU FOR ANY LOST PROFITS, REVENUES OR BUSINESS OPPORTUNITIES OR ANY OTHER INDIRECT, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, WHETHER BASED ON CONTRACT, TORT OR OTHERWISE, REGARDLESS OF WHETHER WE OR OUR AFFILIATES KNEW OR HAD REASON TO KNOW OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL OUR TOTAL LIABILITY ARISING IN CONNECTION WITH THE PROGRAM EXCEED ONE HUNDRED THOUSAND YEN.*

9. Other Terms. *You and we agree that the products that you submit to us under the Program are "Products" (or the appropriate applicable term) under the terms and conditions governing the sale of your products to Amazon (or its [Conditions, "Terms"](#)) for purposes of provisions in the Terms related to your representations and warranties, and your indemnification and defense obligations. To the extent there is a conflict between the Terms and this Agreement regarding your participation in the Program, the terms of this Agreement will take precedence.*

10. Governing Law; Jurisdiction. *This Agreement is governed by the laws of Japan, excluding conflicts of law principles and the U.N. Convention on Contracts for the International Sale of Goods. You irrevocably submit to the exclusive*

jurisdiction of the Tokyo District Court for any dispute arising out of this Agreement or your participation in the Program.

11. Miscellaneous. *You may not assign any of your rights or obligations under this Agreement. Your or our failure to enforce any provision of this Agreement will not constitute a waiver of your or our respective rights to subsequently enforce the provision. Any waivers granted under this Agreement are effective only if recorded in a writing signed by the party granting the waiver. If any provision of this Agreement is determined by any court or governmental authority to be unenforceable, the parties intend that this Agreement be enforced as if the unenforceable provisions were not present and that any partially valid and enforceable provisions be enforced to the extent that they are enforceable. The rights and remedies of the parties under this Agreement are cumulative, and either party may enforce any of its rights or remedies under this Agreement or other rights and remedies available to it under applicable law. We will not be liable or otherwise responsible to you or any third party for any delay, default, or failure of performance arising out of any reasonably unforeseeable act, matter, cause, contingency or circumstance beyond our reasonable control, including, without limitation, any acts of God, third party acts or governmental action.*