

KISS THE RAINBOW



Complete Terms & Conditions - Kiss the Rainbow Influencer Program

Purpose

- By requesting to join the KissTheRainbow Influencer Program you acknowledge that you have read, understood, and agree to be bound by these Terms & Conditions.

Eligibility

- Influencers belonging to any of these categories may apply for the Program: Facebook, Instagram, Tik Tok, YouTube or blogs.

General Program Participation

- Your participation in the Program and use of your Rewards Code (as defined below) constitute your full and unconditional agreement to these Terms & Conditions, as well as KissTheRainbow's decisions and interpretations, which are final and binding in all matters related to the Program.

Rewards Code

- You can create your own customized Rewards Code ("Rewards Code") when applying for the Program.
- You should not customize or promote your Rewards Code in a manner that could be interpreted as impersonating, representing, or claiming relation to a third party to an effort to generate Commission. Rewards Codes that can be interpreted as being customized to resemble existing Rewards Codes belonging to third parties will be automatically deactivated.
- We reserve the right to deactivate your new customized Rewards Code if we find the code to be inappropriate or objectionable at our sole discretion.

Referral

- Rewards Codes can be redeemed by New or Returning Customers.
- When using a Rewards Code, customers will receive a discount percentage of 10%.
- For successful referrals of a New Customer or Returning Customers who uses a Rewards Code and clicks on a Rewards Link, you will receive 8% of the sale in Commission.
- Sales are attributed via the "last click", meaning your Rewards Link or Rewards Code must be the last one used by a customer before they place an order at Kiss the Rainbow.com. Your Rewards Code must be in the Rewards Link URL that you share to properly attribute the sale to you, or your Rewards Code must be the last one

entered before checkout. A 30-day cookie will be dropped into a customer's browser once a Rewards Link is clicked. Any sales made will be attributed to you if no other cookies are recorded before an order is placed. For the avoidance of doubt, KissTheRainbow reserves the right to make the final decision with respect to the attribution of the sale in question to you.

Commission

- Commission will be granted once the referred order is fulfilled.
- Influencers may elect to cash out their Commission after accumulating a total balance of at least €100. Influencers choosing to cash out must provide proper payment account information.
- Cash out payments will be delivered within 5 business days after an influencer chooses to cash out their Commission. Cash out payments will be made in Euro's €, with required service fees deducted from the final payment amount.
- Influencers cannot request a cash out payment if their Commission total is below the required amount (€100).
- KissTheRainbow shall not be liable for any loss caused by non-acceptance, rejection or delay of payments, or incorrect payment information.
- Should there be any disputes concerning Commission or cash out payments, KissTheRainbow reserves the right to make the final decision.
- Influencer Program cash out details:

Payment type	PayPal
Processing Time	3 – 5 business days
Method	Credited to PayPal account
Service Fee	€5

General Promotional Restrictions

- Each influencer is only allowed one (1) KissTheRainbow Influencer account.
- You may share your Rewards Code on your personal blog or personal social media accounts (e.g., Instagram, YouTube, Facebook, Twitter, TikTok, etc.) subject to the terms and conditions of those accounts. However, your social media profile shall not contain an avatar or any other content that could be interpreted as being managed by, or otherwise related to or associated with, KissTheRainbow.
- Your social media account username and Rewards Code cannot include, contain or otherwise resemble the word “KissTheRainbow.” Your Rewards Code also cannot include an existing or previous KissTheRainbow promotion or coupon code.
- Influencers should only operate one social media account per social media platform to promote their Rewards Code.

- You are expressly prohibited from posting your Rewards Code on any official KissTheRainbow social media accounts or the KissTheRainbow website (in reviews, social media comments, etc.) to generate Commission. You are also prohibited from posting any comments on any official KissTheRainbow social media accounts or the KissTheRainbow website that could be interpreted as promoting or attempting to redirect users to other Internet locations (e.g., websites, or social media accounts or pages) that feature or distribute your Rewards Code.
- You are prohibited from posting your Rewards Code to generate commission or posting comments that could be interpreted as attempting to promote or distribute your Rewards Code, on any social media accounts or websites owned or operated by entities affiliated with KissTheRainbow, including but not limited to influencers or other entities that participate in the Program.
- Your blog, website or social media pages may not resemble KissTheRainbow website or include any content that could imply an affiliation with KissTheRainbow.
- You may email your Rewards Code using your personal email. However, such emails cannot look as if they are being sent or sponsored by KissTheRainbow.
- You may not create or utilize any client-side application (browser plugin, extension, executable, etc.) on any device that might imply affiliation with KissTheRainbow.
- KissTheRainbow reserves the right to immediately void your Commission and/or suspend your Rewards Code if fraudulent promotions or other conduct, including but not limited to the examples listed in these Terms and Conditions, are detected or suspected.

Kiss the Rainbow Influencer Sponsorship

- KissTheRainbow will collaborate with outstanding influencers in the form of giveaways, product reviews or coupons sponsored by KissTheRainbow. Your performance will be reviewed from time to time by KissTheRainbow, and selected influencers will be informed of collaboration opportunities.

KisstheRainbow Sponsored Products

- From time to time, KissTheRainbow may offer free products to influencers (“Sponsored Products”) in exchange for promotional considerations (as defined below).
- All participating Influencers claiming and receiving Sponsored Products must create content (“Content”) or, if specified or required by KissTheRainbow, perform promotional activities with Sponsored Products on the Facebook or Instagram or Tik Tok account, or YouTube channel they have registered with KissTheRainbow.
- Only links to content on Instagram, Facebook, Tik Tok, YouTube or blogs will be considered valid links for proof of Content. Unless specified otherwise, links to other content or social media will not be considered as valid submissions for the purposes of this program.
- Sponsored Products are non-transferable and may not be redeemed or resold for cash or KissTheRainbow Credit. Requests to change or cancel existing orders to add a Sponsored Product will not be entertained.

Collection and Use of Content

- Content related to KissTheRainbow, including but not limited to Content featuring Sponsored Products, that a KissTheRainbow Influencer produces for their social media channels or Content submitted directly to KissTheRainbow by the Influencer may be collected by KissTheRainbow for its own use (including, but not limited to, for marketing purposes). Such Content may consist of such YouTube or TikTok videos, Instagram posts or other social media posts, including text, images, video, and post data created by the Influencer that mention KissTheRainbow as a sponsor or partner, use KissTheRainbow in a hashtag (e.g., #kisstherainbow), or feature Sponsored Products or other products received from KissTheRainbow as a part of the Program.
- As a KissTheRainbow Influencer and in consideration of being admitted to the Program, you agree to grant KissTheRainbow a non-exclusive and irrevocable right to collect your Content from social media channels and the KissTheRainbow website for marketing, promotional, or analysis purposes. You also agree to grant KissTheRainbow's business partners a non-exclusive and irrevocable right to publish your Content for marketing, promotional or analysis purposes. Your granting of such rights does not constitute an agreement that any specific Content will be published by KissTheRainbow or KissTheRainbow's business partners. Any use or publication of your Content shall be at the discretion of KissTheRainbow or KissTheRainbow business partners.
- If you do not agree to the collection and use of your Content, you may inform KissTheRainbow and choose to withdraw from the Program anytime.

Membership and status suspension and banning

- Influencers will be banned from the Program if they create content featuring KissTheRainbow products or the KissTheRainbow brand name that also includes the following:
 - Curses, obscenities or profanity
 - Racist or discriminatory content
 - Sexual content such as nudity or sexually explicit images or video
 - Comments responding to or copying content created by other influencers or content creators
 - "Spam" content
 - Off-topic discussion
- Influencers will be automatically banned from the Program if they are determined by KissTheRainbow to have caused brand damage by posting and spreading inappropriate content, such as the examples previously listed, via comments or private messages on any social media channels or have conducted themselves in a manner that could be interpreted as bringing KissTheRainbow into disrepute.
- Influencers will be banned from the Program if they perform any of the following actions after claiming Sponsored Products:
 - Resell a Sponsored Product to a third party

- Deliberately submit incorrect or invalid proof of Content
- KissTheRainbow reserves the right to immediately void Commission, suspend or ban Influencers, and/or void KissTheRainbow membership (including “KissTheRainbow Influencer” status) if any fraudulent activity, abuse or conduct, including but not limited to the examples listed above, is detected or suspected.

Continuation or Transfer of the Program

- You acknowledge and agree that KissTheRainbow reserves the right at its sole discretion to transfer, assign or handover (the “Transfer”) the Program and/or all or any part of its underlying interest and rights (including your eligibility, participation and/or membership in the Program and the underlying content) to another affiliate within the same group structure of KissTheRainbow.
- KissTheRainbow shall notify its influencers of the Transfer in advance (including the new Terms & Conditions, if applicable) by public posting as appropriate, and if the influencer does not agree to the Transfer and/or to be bound by the new Terms & Conditions, the influencer may inform KissTheRainbow within the designated timeframe and choose to withdraw from the Program accordingly. Otherwise, all then eligible influencers shall be automatically enrolled into the new Program according to the then Terms & Conditions (as appropriate).

Liability Disclaimer

- By requesting to join the Program you acknowledge that you have read, understood and agree to be bound by these Terms & Conditions.
- Only KissTheRainbow accounts verified with an email address and social media profile can be associated with the Program. KissTheRainbow reserves the right to void Commission, disqualify KissTheRainbow Influencer membership and/or, in extreme cases, take legal actions if any fraudulent activity or abuse is detected or suspected.
- KissTheRainbow reserves the right to terminate, discontinue, modify or cancel the Program at any time and in its sole discretion without notice to you. However, KissTheRainbow will make reasonable efforts to notify members of these changes. Any changes or modifications will be effective immediately upon public posting of the revisions.
- Should there be any disputes regarding these Terms & Conditions, KissTheRainbow’s decision is final.
- These Terms & Conditions and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of the Dutch Special Administrative Region, and all relevant parties shall submit to the jurisdiction of the courts of the Dutch Special Administrative Region.
- If discrepancies exist between the English Terms & Conditions and other language versions, the English version shall prevail.
- KissTheRainbow reserves the right to make changes to its Terms & Conditions at any time, and you are encouraged to visit this website from time to time for details.