



## **Terms & Conditions**

### **1. Qualifications:**

To qualify for this program, you must submit the above application providing proof of employment in the outdoor industry. You must provide a scanned copy or photo of the following:

- Guide / Outfitter / Captain's License
- Proof of Professional Status (business card, email address, etc...)

### **2. Terms:**

- a. The Pro-Deal pricing is confidential and may not be disclosed by you to anyone
- b. Products purchased through this program are for your use only (no friends or family purchases allowed). Resale of products is strictly prohibited. Any resale of products or purchases for people other than you or your professional staff will result in an immediate termination from the program.
- c. Pro-Deal pricing may not be combined with any other offer or discount.
- d. You obtain no right or title to any of our trademarks or other intellectual property.
- e. You agree not to alter or cover the Dagon logo in any way.
- f. You will not act in any wholesale capacity to resell the merchandise purchased through this Program.

### **3. Returns:**

If you are not happy with the product or need to exchange sizes, just send it back to us in its unworn, original condition within 30 days of your purchase. The product cannot be returned or exchanged if it has been embellished with your company or organization's logo.

### **4. Your Obligations:**

As consideration for participation in the Pro-Deal Program, you agree to:

- a. At Dagon's request, provide Dagon with at least one action photo or video per month showing you in Dagon gear.
- b. Provide product feedback from time to time as requested by Dagon that will only be used internally, unless discussed otherwise.
- c. If you change employers, you are required to give written notice to Dagon.

### **5. Media Rights and Publicity:**

If images or video are provided by you to Dagon, you grant Dagon to use, alter, adapt, publish, distribute, copy, exhibit, display, market, promote, advertise, publicize, and otherwise exploit your name, photograph, video, likeness, written and other information and materials that you may provide to Dagon, as well as additional photographs, video footage, and other images that Dagon might take of you, whole or in part, in any manner and for whatever purpose Dagon shall elect, in any and all languages, and in any and all media now known or hereinafter developed, including but not limited to website, television, radio and/or printed materials, worldwide in perpetuity, without further



compensation notification or permission. You shall not claim or be entitled to receive any compensation or credit for such use. You represent and warrant that Dagon's use of any images or materials as provided hereunder shall not violate or infringe upon rights of any third parties, including any trademark, patent, copyright or other intellectual property right.

**6. Termination:**

Dagon has the right to suspend or terminate a member's discount code at any time if we believe the member is abusing the program or no longer employed in the industry. Dagon has the right to periodically contact a member's "proof of employment" to verify employment. Dagon reserves the right to cancel your outstanding orders and refuse to accept further orders from you at any time and for any reason in its sole discretion. Each party's respective obligations under Sections 2(a) Confidentiality of Pricing and 5 Media Rights and Publicity shall survive the termination of your involvement in the Pro-Deal program for any reason.