

**MEATEATER EXPERIENCES CUSTOMER TERMS AND CONDITIONS**

This Customer Experience Agreement (the “Agreement”), dated March 28, 2024 (“Effective Date”) including all exhibits attached and incorporated herein, sets forth the proposed terms of the agreement between MeatEater, Inc. (“MeatEater,” “Company,” “we,” “us,” and “our”) and customer (“you” or “Customer”), whereby Customer intends to participate in the following experience (“Experience”) as arranged by or on behalf of Company (the “Services”) for Customer, in accordance with the terms and conditions details below. For good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

<b>MEATEATER EXPERIENCE DETAILS</b>	
<b>SERVICES</b>	Company agrees to arrange the following Services for the Experience: <ul style="list-style-type: none"><li>• 3 days/3 nights accommodations at the Fowl Plains Lodge</li><li>• 3 days of waterfowl hunting led by Fowl Plains guides.</li><li>• Clay shooting activities in the afternoons.</li><li>• Daily breakfast, lunch, dinner, as well as select alcoholic and non-alcoholic beverages.</li><li>• Guests on the trip will be accompanied by MeatEater content personalities as specified in the terms below.</li><li>• Photos will be taken by Fowl Plains in house photographer.</li><li>• Gear package worth up to \$1000 in First Lite apparel, as well as other products from MeatEater and select partners, subject to availability</li></ul>
<b>DURATION OF EXPERIENCE</b>	3 days/3 nights
<b>LOCATION AND ACCOMMODATIONS</b>	Fowl Plains Lodge – Great Bend, Kansas
<b>TRANSPORTATION</b>	Customer acknowledges and agrees that Customer is responsible for their own transportation to and from the Experience and such transportation is not included in the Experience price.
<b>PERSONAL EQUIPMENT OR GEAR</b>	Customer will receive a detailed list of appropriate gear with Customer’s trip planning information. In the event Company provides necessary equipment and gear for the Experience, Customer agrees to use all equipment and gear provided by Company responsibly and in accordance with Company's instructions.
<b>EXPERIENCE PRICE</b>	\$7000 per person plus applicable taxes

By entering into this Agreement, Customer acknowledges and agrees to its terms as well as the terms and conditions of all exhibits attached hereto.

**EXHIBIT A**  
**TERMS AND CONDITIONS**

*The following terms and conditions shall apply to the Experience and related Services under this Agreement:*

**1. *Reservations, Deposits & Payments***

- (a) In order to book the Experience, Customers shall pay a deposit equal to fifty percent (50%) of the trip price, unless stated differently in the trip proposal and materials (the “Deposit”). In some cases, Deposits are non-refundable, depending on the destination and Services to be provided, as determined by us in MeatEater’s sole discretion, which will be noted in the trip proposal and materials. Deposits may be made by credit card or PayPal. Customer shall pay the balance of the trip cost by August 1, 2024, except where specified differently on individual itineraries, or otherwise agreed upon. If Deposit is made after August 1, 2024, the balance of the trip must be paid within three weeks (21 days) of deposit payment. The balance will be paid through The MeatEater Store product page designated specifically for the balance of the specified Experience, which will be provided upon Customer’s satisfactory payment of the Deposit. Any changes made to the method of payment after the final balance has been collected are subject to processing fees.
- (b) All prices must be paid in U.S. dollars. Deposits are not transferable from one trip to another.
- (c) Prices quoted are based on foreign exchange values and tariffs currently in effect, and prices are subject to change. MeatEater reserves the right to adjust prices accordingly until the time of departure for the Experience.

**2. *Age Restriction***

By booking an Experience with MeatEater, you certify that you and any additional guest booked under your name are eighteen (18) years or older. MeatEater reserves the right to cancel trips for guests that do not meet the minimum age requirement of 18 years old pursuant to the cancellation and refund policy as stated in these terms and conditions.

**3. *MeatEater Personality and Crew Attendance***

Experiences will be attended by MeatEater content personalities and support crew, as described in the trip description. MeatEater makes no guarantee regarding which MeatEater personalities and crew members will attend which Experiences (i.e., will attend the Experience), or how much interaction each guest will have with the MeatEater team.

**4. *Planning information***

When your reservation is confirmed, you will receive planning information to guide you through trip preparations for the Experience. Details about arrival and departure, clothing and equipment, required licenses, and other documents are included in the planning information. All inquiries about trip preparation and planning can be directed to: [experiences@themeateater.com](mailto:experiences@themeateater.com).

**5. *Licenses and Permits***

- (a) By booking an Experience, you are responsible for obtaining all applicable Federal, state, and local licenses/permits required by law prior to arrival, unless otherwise noted. Known required licenses and permits will be identified in the trip planning information after booking.
- (b) Customer acknowledges and agrees that Experiences may be subject to specific regulations or permit requirements imposed by governmental authorities or land management agencies. Customer agrees to comply with any rules or restrictions imposed by Company or relevant authorities regarding the use of permits or access to designated areas.
- (c) The issuance of licenses or permits for Experiences or Services may be subject to factors beyond Company's control, including, but not limited to, changes in governmental regulations, environmental conditions, or land-use policies. Company shall not be held liable for any disruptions or modifications to, or cancellations of, Experiences or Services resulting from the denial, revocation, or limitations of licenses or permits by relevant authorities.

**6. *Cancellation and Refund Policy***

- (a) You may cancel your reservation for the Experience by providing written notice (e-mail is sufficient) to Company. E-mail notices must be sent to: [experiences@themeateater.com](mailto:experiences@themeateater.com). Cancellations may be subject to the following cancellation fees, as determined by Company. Although cancellation fees may be higher for some trips (stated in the trip proposal and materials), the following minimum cancellation fees will apply:

<b>Days Prior to Experience</b>	<b>Fee</b>
+ 90 days	\$300 per person
89 days or less	100% of cost

Cancellation fees cannot be waived for any reason, including health, business or personal emergencies, or weather. We strongly urge you to purchase trip cancellation insurance.

- (b) No refunds, reschedules, or credits will be made or provided for Customer's unused portions of a trip, including late arrival or early departure. Guide fees and hotel costs are not refundable if unused as outlined in the itinerary. MeatEater reserves the right to modify an itinerary due to circumstances beyond our control.
- (c) Company reserves the right to cancel or modify the Experience in whole or in part due to factors beyond its control, including, but not limited to, inclement weather, safety concerns, permit limitations, or changes in governmental regulations. In the unlikely event that MeatEater must cancel a trip, all payments received to date will be refunded, less any non-refundable expenses incurred by Company, which constitutes a full settlement. Refunds will be issued to the original form of payment used for the reservation, unless otherwise agreed upon by Company and the Customer. Company shall make reasonable efforts to notify Customer of any changes or cancellations as soon as practicable and may offer alternative activities or rescheduling options, subject to availability.
- (d) MeatEater is not responsible for expenses incurred in preparation of any canceled trip, including, but not limited to, airline tickets, ground transportation, and visa fees.

#### **7. *Weather***

In the event of inclement weather conditions or adverse circumstances that may affect the safety or feasibility of the Experience, Company reserves the right to modify, postpone, or cancel the scheduled activities and Services. Alternative activities/Services or rescheduling options may be offered at the discretion of Company. Company will make reasonable efforts to notify Customers of any changes to the activities/Services due to weather conditions. Customers are encouraged to check weather forecasts and come prepared for varying weather conditions. Customers acknowledge that outdoor adventure activities are subject to weather-related risks and agree to assume all risks associated with participation, including changes in weather conditions and their impact on the Services.

#### **8. *Force Majeure***

Except only as otherwise provided in this Agreement, if for any reason, such as earthquake, hurricane, tornado, flood, fire, epidemic, accident, explosion, casualty, riot, civil disturbance, war or civil disturbance, acts or threats of terrorism, acts of God, detention, annoyance, strikes, thefts, pilferage, failure of any means of conveyance to arrive or depart as scheduled, government restrictions or regulations, discrepancies or changes in transit or hotel services over which it has no control, riots, delays of commercial carriers, restraints of public authority, or for any other reason similar or dissimilar beyond the parties' reasonable control (for clarity, including any federal, state or local authority's restriction or limitation of transportation, travel, or movement in connection with pandemics or epidemics, including COVID-19 (a "Force Majeure Event"), Company is unable to provide or arrange for the Services or hold the Experience, as and when contemplated to occur during any period of the Term hereof, such inability shall not be considered a breach by Company of this Agreement. In the event of a Force Majeure Event,

Company reserves the right to cancel, modify, or postpone the Experience without liability to Customer, and refunds may be issued at the discretion of Company.

### ***9. Safety and Health***

Customer shall adhere to all safety instructions provided by Company, guides, and applicable staff, including any staff or personnel working in connection with the Services or accommodations. Customer is responsible for disclosing any relevant health conditions or medical concerns that may affect their ability to safely participate in the Experience or Services. In addition, if customer is of the legally required age, Customer must drink alcohol responsibly and comply with any limitations or restrictions during the Experience. We reserve the right to deny participation for the Experience or any aspect thereof to Customer, including removing Customer from the Experience, if Customer poses a risk to themselves or others due to health reasons or due to alcohol or drug consumption.

### ***10. Share policies***

Company may assign accommodations, including tents, cabins, lodges, or other lodging options, based on the size of the group and availability at the Experience destination. Trip prices are based on double occupancy, unless otherwise specifically stated in the trip description and pricing. Single rooms & cabins are limited. If you request a single room, a single supplement will apply as noted in the trip description. We will confirm the single room as early as possible, but in some cases, it may not be earlier than thirty (30) days prior to the trip. If you request a roommate, we can usually pair you with another guest of the same gender, and no single supplement will apply. While Company will make reasonable efforts to accommodate roommate requests, room assignments are subject to availability and may be modified at the discretion of Company. If you request a roommate, and one is not available, we will only charge you the single supplement if required by the lodge or facility used in the trip.

### ***11. Arrival and Departure***

Group transfers to/from a central location such as an airport are not included in the trip cost, unless specifically noticed in the trip description.

### ***12. Gratuity***

Gratuity for guides and other service staff is not included in the cost of the trip. There is an expectation that trip guests will tip appropriately and according to standard practice for that specific trip. Additional details and tipping recommendations will be provided with your trip planning information.

### ***13. Media Release for Image and Likeness***

By participating in the Experience trip, you grant MeatEater and its parents, affiliates, subsidiaries, designees, assigns, officers, directors, employees, agents, and representatives (collectively, the "Company Parties") the irrevocable and unrestricted right to use and publish your image, likeness, and voice in photos, videos, and recordings captured during the event/activity/production for any lawful purpose, including but not limited to promotional materials, advertising, social media, and website content, without compensation or further notice. You release MeatEater and its representatives from any claims, liabilities, or demands arising out of or related to the use of your image, likeness, or voice. You also waive any right to inspect or approve the finished product in which your image, likeness, or voice appears. This release shall be binding upon your heirs, successors, and assigns.

### ***14. Customer Responsibilities and Limitation of Liability***

- (a) Upon sending your Deposit to MeatEater, you acknowledge that you have read and understand all the terms and conditions outlined here, and agree to be bound by them.
- (b) By participating in the Experience and accepting the terms and conditions outlined in this Agreement, you acknowledge and agree that Company or parties as part of the Experience may require you to sign additional waivers, releases, or similar documentation prior to participation in certain aspects of the Experience and Services. Failure to sign such documents as requested by Company may prohibit you from participating in the affected aspects of

Experience and Services, and Customer will not be entitled to a refund for any fees paid. Customer further agrees to abide by the terms and conditions set forth in such documents and to comply with any instructions or requirements imposed by Company regarding the execution of such documents.

- (c) Customer acknowledges that participation in these Experiences involves inherent risks, including but not limited to physical injury, property damage, and exposure to natural hazards. All trips that involve outdoor sporting activities such as shooting or fishing, or travel through remote places by vehicle, boat, small plane or on foot, put you at risk for accidents and serious injuries in the normal course of the activity. That is the nature of travel to such destinations, and you acknowledge and agree that you accept these hazards as a condition of participation. Customer agrees to assume all risks associated with participation in the Services and releases Company, its employees, guides, and affiliates from any liability for personal injury, property damage, or other claims arising from or related to participation in the Services.
- (d) MeatEater, its Owners, Employees, Associates and Agents give notice that they act only as the agent for the owners, contractors and suppliers providing means of transportation and/or other services and assume no responsibility howsoever caused for injury, loss, damage, injury, or death to person or property in connection with any service resulting directly from a Force Majeure Event. Reasonable changes in the itinerary may be made where deemed advisable for the comfort and well-being of the passengers.
- (e) Baggage and personal effects, including items purchased, guns, fishing equipment or sporting goods are the sole responsibility of the owners at all times and no employee/agent of MeatEater, its subsidiaries, affiliated or associated companies is authorized to accept these for storage, safekeeping, or transportation.
- (f) You are responsible and liable for your own acts and omissions and are also responsible for the acts and omissions of anyone you invite to join the Experience or Services.
- (g) It is Customer's responsibility to obtain adequate insurance for personal injury, property damage, and other risks associated with participation in the Services.

#### **15. Indemnification**

Customer agrees to indemnify, defend, and hold harmless the Company Parties from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees and court costs) arising from or related to: (i) any breach of this Agreement by the Customer; (ii) any negligent or intentional act or omission by the Customer, including but not limited to actions that result in personal injury, property damage, or harm to third parties; (iii) violation of applicable laws, regulations, or governmental requirements by the Customer; (iv) death, injury, loss of enjoyment, property damage, or other harm or loss of any nature; (v) damage to or loss of property; (vi) claims based on publicity rights, privacy rights, personality rights, moral rights or defamation; and (vi) claims or demands made by third parties arising out of or related to the Customer's participation in the Experience and/or Services.

#### **16. No Guarantees**

The Company makes no guarantees regarding the outcome, results, or quality of the Experience or Services provided. Customer acknowledges and agrees that the nature of the Services are inherently unpredictable and may be affected by a number of factors, including Force Majeure Events. The Services and Experience are provided as-is and as-available.

#### **17. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of Montana, without regard to its conflict of laws principles. Any disputes arising under or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts of Montana.

#### **18. Miscellaneous**

The parties agree that pdf signatures shall have the same force and effect as though they were original signatures. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument. This Agreement shall be binding upon and inure to the benefit

of the parties and their respective successors, licensees and assigns, except that Customer may not assign, transfer, pledge, encumber or dispose of any of Customer's rights or obligations. In the event that any provision of this Agreement is held by a court of competent jurisdiction to be void, voidable, unlawful or for any reason unenforceable, in whole or in part, such provision shall be deemed and construed to extend to the maximum extent permitted by law so as to effectuate the intent of the parties, and the remainder of this Agreement shall continue in full force and effect and shall be enforceable according to its terms. No waiver by any party of the breach of any term or condition of this Agreement shall constitute a waiver of, or consent to, any subsequent breach of the same or any other term or condition of this Agreement. All obligations under this Agreement that are continuous in nature shall survive the expiration or termination of this Agreement. This Agreement constitutes the entire understanding between the parties relating to the subject matter of this Agreement and may not be modified, renewed, extended or discharged, except by an agreement in writing, signed by both parties.