



Top Trumps USA Inc.  
150 Chestnut St. 4th floor, Suite 9  
Providence  
Rhode Island 02903-4649

(833) 396 2127  
customerservice@toptrumps.com  
www.toptrumps.us

## Promotion Agreement

This Promotion Agreement (the "**Agreement**") is made between:

- (1) **Top Trumps USA, Inc.**, a Delaware corporation authorized to conduct business in the State of Florida, with a mailing address of 150 Chestnut Street, Suite 9, Providence, RI 02903 ("**Top Trumps**"); and
  - (2) **City of Fort Lauderdale Florida**, a Florida municipality with a mailing address of 101 NE Third Avenue Suite 2100, Fort Lauderdale, FL 33301 (the "**Sponsor**" or "City");
- (each, a "**Party**" and together, the "**Parties**");

### WHEREAS

- (A) Top Trumps is designing a Fort Lauderdale Edition of Monopoly (the "**Game**"), which Top Trumps intends to launch and offer for sale on or around December 2024 (the "**Launch Date**"); and
- (B) The Sponsor wishes to be featured in, and Top Trumps has agreed to feature the Sponsor in, the Game on the terms and conditions set out in this Agreement; and
- (C) In order to appear in the Game, the Sponsor agrees to provide Top Trumps with any of the Sponsor's name, trademark, logo, image and/or artwork, which the Sponsor would like to be included in the Game (collectively, the "**Sponsor's IP**"), within a timeframe to be advised by Top Trumps to enable Top Trumps to have sufficient time in which to design and arrange for the manufacture of the Game in advance of the Launch Date.

**IN CONSIDERATION** for the benefits anticipated for each Party under this Agreement (which constitute good and valuable consideration), Top Trumps and the Sponsor agree as follows:

### GRANT OF RIGHT

- 1 The Sponsor hereby grants to Top Trumps a non-exclusive, irrevocable, royalty free license, free from all encumbrance, to use any of the Sponsor's IP (as supplied by the Sponsor to Top Trumps) on and in conjunction with the Game and, without limitation, any promotional, advertising or marketing materials for the Game (together the "**Associated Materials**"). Use of the Sponsor's IP by Top Trumps will be strictly in accordance with the terms of this Agreement and in collaboration between the Parties.
- 2 This license extends to, the right for Top Trumps to design, create, manufacture, advertise, market, promote, offer for sale, sell or otherwise distribute copies of the Game (in all cases whether directly or indirectly at Top Trumps' instruction) in accordance with the terms of this Agreement.

### PROMOTIONAL PLACEMENT

- 3 Top Trumps will place one or more of the name, trademark, logo, artwork and/or an image of the Sponsor (as may be part of the Sponsor's IP and as agreed with the Sponsor) on a Brown 1 square of the Game, under the name Holiday Park and on a Dark Blue 1 square of the Game, under the name Fort Lauderdale Beach.
- 4 Top Trumps may include a reference to the Sponsor with an image on the lid of the Game and another on the final board montage.



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- 5 The Sponsor agrees to supply to Top Trumps those elements of the Sponsor's IP which the Parties have agreed are to be included in the Game. Top Trumps reserves the right to reject any materials within the Sponsor's IP which Top Trumps considers to be obscene, rude, defamatory, derogatory or likely to adversely affect the goodwill and reputation of the MONOPOLY brand and trademarks. The Sponsor will have the right to reasonably approve the appearance of its square in the Game before the Game is submitted for manufacture. Where more than one image, logo or artwork is supplied by the Sponsor, the Parties shall collaborate on their placement, but Top Trumps shall have final determination of which elements of the Sponsor's IP should be included in the Game and their size and placement, mindful of the overall appearance of the Game. Should the Sponsor fail to provide any necessary artwork or approvals by the dates requested by Top Trumps, Top Trumps reserves the right to remove the Sponsor from the Game without penalty or liability to Top Trumps. In the event that the Sponsor is to appear on the board or packaging montage for the Game, Sponsor acknowledges its approval right relates only to the appearance of the Sponsor IP and that Sponsor shall not be provided with any imagery which shows the identity of the other sponsors (in light of Top Trumps' obligations of confidentiality towards all sponsors appearing in the Game). The size and positioning of the Sponsor IP on the board or packaging montage will be at Top Trumps' sole discretion.
- 6 The Sponsor acknowledges and accepts that similar businesses to the Sponsor may appear on the Game. For reasons of confidentiality, the Sponsor shall not receive disclosure as to the identity of any other sponsor or business which shall be included on the Game ahead of its publication. Ahead of the Game's publication Top Trumps may disclose the identity of the Sponsor, and/or any other sponsors on the Game to whatever third parties it wishes to for the purposes of advertising, promoting, or otherwise commercializing the Game.
- 7 Top Trumps cannot include any copyright, trademark or other intellectual property right notice relating to the Sponsor on the Game, on its packaging, in the instructions, or otherwise in respect of the advertisement, promotion, marketing, offering for sale, sale or other distribution of the Game.

## **DISTRIBUTION**

- 8 Top Trumps will design, manufacture (or arrange the manufacture of), advertise, promote, market, offer for sale, sell or otherwise distribute the Game. Top Trumps anticipates commencing distribution (including the offer for sale) of the Game on or around the Launch Date, although the Launch Date could be later (at Top Trumps' discretion and without liability or penalty for Top Trumps in the event of a delay to the Launch Date). The Game may be advertised, distributed or offered for sale by Top Trumps (directly or indirectly via distributors) or through third party wholesale and retail channels (subject to retail demand) both online and via any other distribution channels. Top Trumps reserves the right to temporarily withdraw the Game from sale and cease distribution (without liability or penalty for Top Trumps) in the event that Top Trumps receives a complaint relating to the infringement of a third party's rights or if Top Trumps reasonably believes that continued sale of a particular edition of the Game may result in the infringement of a third party's rights.
- 9 On or around the Launch Date, the Sponsor will be entitled to purchase copies of the Game from Top Trumps by requesting a quote for such copies from Sarah Bowman (sarah.bowman@toptrumps.com).



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- 10 The Sponsor may distribute their purchased copies of the Game as gifts and/or may sell their purchased copies through their wholly owned retail channels. The Sponsor may not use the Monopoly trademark, brand or logo in advertising, promotional or marketing material without the prior written permission of Top Trumps (not to be unreasonably withheld).

#### INTELLECTUAL PROPERTY

- 11 All intellectual property rights, title, interest and goodwill created or arising from any or all of the design, development, manufacture, advertisement, marketing, promotion, offer for sale, sale and/or distribution of the Game, shall vest absolutely and without encumbrance in Top Trumps (whether for Top Trumps to retain or to assign to Hasbro Consumer Products Licensing Limited., owner of all intellectual property rights in and to the Monopoly board game (“Hasbro” – which definition shall be deemed to include its group companies, successors and assigns)), save that nothing in this Agreement transfers (or shall be construed as transferring) to a Party any right, title or interest in and to any intellectual property belonging to the other Party (despite its use or inclusion in the Game) and shall remain vested with such Party at all times. All intellectual property rights in and to the Sponsor’s IP shall remain vested in the Sponsor. For the avoidance of doubt, nothing in this Agreement transfers, can or shall be construed as transferring to the Sponsor any right, title or interest in and to any intellectual property or goodwill in the Game or the Monopoly brand or board game more generally, including, by way of example but without limitation, all trademarks, copyright, design right which may subsist in either the Game, the Monopoly board game more generally and/or any other indicia of either game.
- 12 By entering into this Agreement, the Sponsor receives no rights or permission to use the Monopoly trade mark, brand, logo, copyright, images, artwork, tokens, design or any other related intellectual property in any way for advertising, marketing, promotion or other purpose without Top Trumps’ written permission (which can be by email). For the avoidance of doubt, this includes, without limitation, setting up and/or operating any social media accounts, pages, websites, or web stores which include the MONOPOLY brand, logo, trade mark or name. Breach of this clause will constitute an irremediable material breach of this Agreement.
- 13 In the event that any intellectual property rights and goodwill of one Party vest in the other Party, the receiving Party shall be deemed to hold such intellectual property rights and goodwill on trust for the other Party and shall promptly do all necessary acts to fully transfer all right, title and interest in such intellectual property rights to the other Party.

#### CONFIDENTIALITY

- 14 Save as excepted in this Agreement (or where otherwise required by law), each Party agrees and undertakes not to disclose (and undertakes to ensure that its directors, officers, employees, agents, representatives or any third party in that Party’s control will not disclose) to any third party (whether directly or indirectly) (and whether in person, orally, in writing, via social media or otherwise), details of any of the terms of this Agreement (including, by way of example but without limitation, the amount paid by the Sponsor in respect of its inclusion in the Game; and the price quoted and/or paid by the Sponsor in respect of units of the Game); or any other confidential information relating to the other Party (whether or not it was identified as being confidential in nature at the time of disclosure). **The Sponsor agrees and undertakes not to disclose (whether directly or indirectly) the fact that the Sponsor and/or the Sponsor’s IP is or is to be included in the Game prior to the date and time on**



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which the Game has been officially announced by or on behalf of Top Trumps (with reference to images of the Game or details of sponsors included in the Game) or launched for promotion or sale (whichever is the earlier), unless required to do so by law. Top Trumps acknowledges and agrees that the Sponsor is a public agency and that as a result, (a) this Agreement will need to be approved at a City Commission regular meeting that is open to the public, and that this Agreement will be included in the City Commission's meeting agenda document pack and available to the public; and (b) that this Agreement may be subject to disclosure in response to a Florida public records act request. Other than disclosure as permitted above, the Sponsor will endeavor not to instigate disclosure of key material terms of this Agreement more broadly.

- 15 The Sponsor acknowledges and agrees that Top Trumps may disclose this Agreement to Hasbro. In addition, the Sponsor acknowledges and agrees that Top Trumps may disclose the Sponsor's inclusion in the Game to its officers, directors, employees, consultants, manufacturers, sub-contractors, agents and representatives as may be necessary to design, manufacture, advertise, promote and market the Game.
- 16 In the event that the Sponsor receives any disclosure request (i) under federal or state freedom of information legislation or its equivalent (as amended from time to time, (ii) from any applicable regulatory authority or (iii) in connection with any applicable litigation, the Sponsor agrees to promptly notify Top Trumps, orally and in writing, to permit Top Trumps to seek a protective order to take other appropriate action. The Sponsor will also cooperate with Top Trumps (to the extent legally permissible), and where permissible will redact confidential business information (to the extent legally permissible) from any disclosed documents, to ensure that confidential information will remain confidential or, where disclosure is required, to ensure that the minimum amount of confidential information is disclosed in order to comply with any such disclosure request.
- 17 These confidentiality provisions are intended to survive termination of this Agreement.

#### REPRESENTATIONS, WARRANTIES AND INDEMNITY

- 18 The Sponsor represents, warrants and undertakes that, for as long as the Game is being created, manufactured, marketed, promoted, advertised, offered for sale, sold or otherwise distributed by or on behalf of Top Trumps (i) it has the right to enter into and bind the Sponsor in respect of this Agreement; (ii) it owns all rights, title and interest (free from all encumbrances) in and to all elements of the Sponsor's IP which are to be included in the Game and any Associated Materials; (iii) the use of the Sponsor's IP in the Game and/or Associated Materials does not infringe any third party rights and/or will not do so; and (iv) it will not do, cause or enable to be done any action or inaction which could adversely affect the Sponsor, its business or reputation, or those of Top Trumps, Hasbro, the Game and/or the Monopoly brand and trademarks as a result.
- 19 Top Trumps represents and warrants that it derives the right to design, create, manufacture, promote, advertise, market, offer for sale, sell or otherwise distribute (whether directly or by third parties) the Game under license from Hasbro (the "**Hasbro License**"). Top Trumps shall indemnify and hold harmless on demand the Sponsor, its directors, employees, assigns and sub-licensees, against all direct liabilities, costs, expenses, claims, action, damages and losses, interest, costs, penalties and reasonable legal and other professional costs and expenses, suffered or incurred by the Sponsor arising from breach of the warranty in this clause.



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- 20 Neither Party makes any representation or warranty to the other concerning the benefits the other Party shall receive with respect to its inclusion in the Game.
- 21 The Sponsor shall indemnify and hold harmless on demand Top Trumps, its parent company Winning Moves UK Limited and ultimate holding company Winning Moves International Limited, and their respective directors, employees, assigns and sub-licensees (the “**Indemnified Parties**”) against all direct liabilities, costs, expenses, claims, action, damages and losses, interest, costs, penalties and reasonable legal and other professional costs and expenses, suffered or incurred by any of the Indemnified Parties arising from or in connection with (i) the inclusion in the Game and/or any Associated Materials of any of the Sponsor’s IP at the Sponsor’s request or with the Sponsor’s consent; and/or (ii) the Sponsor’s breach of its warranties under the Agreement. Nothing herein is intended to serve as a waiver of sovereign immunity in tort actions by any agency or political subdivision to which sovereign immunity may be applicable or of any other rights or limits to liability which may be applicable under Section 768.28, Florida Statutes. This clause survives the termination of all performance or obligations under this Agreement and is fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.
- 22 In the event of breach of any warranty in this Agreement, the Party in breach will immediately on discovery of breach notify the other Party of such breach in writing setting out full particulars (to the best of such breaching Party’s knowledge) of such breach.
- 23 In the event that an allegation of intellectual property infringement is received by either Top Trumps or the Sponsor in respect of any element of the Sponsor’s IP which has been included in the Game (the “**Infringing Content**”), Top Trumps reserves the right to remove the Infringing Content, and to replace it with equivalent content provided by the Sponsor within the timeframe specified by Top Trumps. Should the Sponsor fail to provide equivalent content within the timeframe specified by Top Trumps, Top Trumps shall have the right to replace the Infringing Content with content of Top Trumps’ choosing relating to the Sponsor or to remove the Sponsor from the Game entirely and to replace the Sponsor’s IP with a third party’s intellectual property. Any equivalent content provided by the Sponsor or relating to the Sponsor shall form part of the Sponsor’s IP and the terms and conditions of this Agreement shall apply in respect of it.
- 24 Top Trumps will have the sole right to determine whether and what action should be taken in respect of any infringements of or by the Game or imitations of the Game (irrespective of whether or not such infringement or imitation was first discovered by Top Trumps or the Sponsor). The Sponsor will not institute any claim or action without the prior consent of Top Trumps. The Sponsor will inform Top Trumps promptly of any infringement of Top Trumps’ or Hasbro’s intellectual property relating to the Game as soon as they become aware of it.

#### **DURATION AND TERMINATION**

- 25 This Agreement will commence on the date it has been signed by both Parties and shall remain in force until expiry on December 31, 2027(the “**Term**”). Except as set forth in clause 28, after the end of the Term, Top Trumps shall have the right (but not the obligation) to continue to manufacture (or have manufactured), advertise, promote, market, offer for sale, sell or otherwise distribute the Game without amendment to the Sponsor’s IP as included in the Game and approved by the Sponsor without



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any liability to the Sponsor beyond the end of the Term. For the avoidance of doubt, nothing in this clause shall prevent or otherwise restrict Top Trumps from its ability to refresh and update the Game after the end of the Term.

- 26 Either Party may terminate this Agreement immediately by notice in writing to the other if: (i) the other Party commits a material breach of this Agreement which is incapable of remedy or, where remediable, is not remedied within 15 calendar days of being given notice to do so; or (ii) the other Party passes a resolution for winding up (other than for the purpose of solvent reorganization or reconstruction), or a court of competent jurisdiction makes an order to that effect; or (iii) the other Party ceases to carry on its business or substantially the whole of its business; or (iv) the other Party is declared insolvent, or convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors; or (v) a liquidator, receiver, administrative receiver, manager, trustee or similar officer is appointed over any of its assets.
- 27 Top Trumps may terminate this Agreement immediately by notice in writing to the Sponsor (without further liability or penalty for Top Trumps) if: (i) the Hasbro License expires without renewal, terminates or notice to terminate the Hasbro License is given by either Hasbro or Top Trumps; and/or (ii) for convenience prior to the launch of the Game; and/or (iii) in Top Trumps' reasonable opinion, the Sponsor causes or enables to be done any action which adversely affects the business or reputation of Top Trumps, Hasbro, the Game and/or the Monopoly brand and trademarks. In the event of termination by Top Trumps pursuant to clause 27(iii), Top Trumps shall have the right to immediately remove the Sponsor from the Game, and (at its sole discretion) may either cease selling editions of the Game which feature the Sponsor or sell off any copies of the Game which had been manufactured or were in the process of being manufactured on the date the notice of termination was given by Top Trumps to the Sponsor.

#### CONSEQUENCES OF TERMINATION

- 28 After termination of this Agreement by the Sponsor pursuant to clause 26: (i) all promotion of or by the Sponsor will cease, save that Top Trumps shall have the right to sell off any remaining stock of the Game (at its sole discretion and whether directly or via third parties) until such remaining stock has been sold; and (ii) Top Trumps shall not engage in any further manufacture of the Game using the Sponsor's IP, unless it obtains the Sponsor's prior written consent to do so.

#### FORCE MAJEURE

- 29 Neither Party shall have any liability under or be deemed to be in breach of this Agreement for any delays or failures in performance of this Agreement which result from circumstances or causes beyond its reasonable control including, by way of example but without limitation, fire, flood, natural disaster, epidemic, pandemic, strikes, lockdown, labour disputes, governmental order, court order, act of God, war, revolution, terrorism, riot or civil commotion, civil commotions, supplier delays, shipping delays, customs delays, malicious or negligent act (other than of, by or on behalf of the Party seeking to rely on the event of Force Majeure, or any of its officers, directors, employees, agents or representatives) or accident, or other similar events (being events of "Force Majeure"). Force Majeure events shall not affect a Party's obligation to make payment on time in accordance with the terms of this Agreement.

#### ANTI-BRIBERY



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- 30 In performing their obligations under this Agreement the Parties shall: (i) comply with all applicable laws and regulations relating to anti-bribery and anti-corruption (including but not limited to the U.S. Foreign Corrupt Practices Act 1977), refrain from giving or accepting gifts, entertainment or other financial consideration when such conduct is intended to or could reasonably give the appearance of an intent to influence the recipient, and maintain its own policies and procedures in this respect; (ii) as soon as reasonably practicable report to each other any offer, request or demand for any undue financial or other advantage of any kind received by the other Party in connection with the performance of this Agreement; and (iii) ensure that any person associated with either Party who is providing services or goods in connection with this Agreement does so only on the basis of a written contract including similar anti-corruption terms.

#### MISCELLANEOUS

- 31 Top Trumps may assign or sub-license any of its rights under this Agreement to any of its group companies or to third parties as it may deem appropriate for the proper performance of Top Trumps' rights under this Agreement. The Sponsor may not assign or sub-license any of its rights hereunder without the prior written consent of Top Trumps, which consent may be granted or denied by Top Trumps in its sole discretion.
- 32 This Agreement constitutes the entire agreement between the Parties and supersedes all previous agreements, assurances, warranties, representations and understandings between them, whether oral or written, relating to its subject matter.
- 33 This Agreement cannot be amended except in writing with the agreement of both Parties.
- 34 No failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 35 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, the Parties shall agree a variation to such wording so as to allow it to become valid, legal and enforceable. Where this is not achievable after a good faith attempt at such remediation by both Parties, such provision or part-provision of this Agreement shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement.
- 36 This Agreement may be executed in any number of counterparts (including electronically), each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one Agreement.
- 37 Save in respect of clauses 19 and 21, this Agreement does not give rise to any third-party beneficiary rights which would enable any such third-party who is not a Party to this Agreement to enforce any term of this Agreement.
- 38 Nothing in this Agreement shall be construed as creating or giving rise to a partnership, joint venture, or agency relationship between the Parties.



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39 Any notice required to be given under this Agreement shall be in writing and delivered by hand or sent by a postal courier service or email to the addresses of the Parties mentioned below or, as to each Party, at such other address as shall be designated by such Party in a written notice to each other Party:

**The Sponsor:** City of Fort Lauderdale Florida, 101 NE Third Avenue Suite 2100, Fort Lauderdale, FL 33301, brogers@fortlauderdale.gov

**Top Trumps:** c/o Winning Moves UK Limited, Lyntonia House, 7 Praed Street, London W2 1NJ, United Kingdom (attention: Anoushka Sandry, Chief Legal Officer and Benjamin Thompson, benjamin.thompson@toptrumps.com),

A notice shall have been deemed to have been served as follows:

- (i) if delivered by hand, at the time of delivery;
- (ii) on the business day following transmission if sent via email to the email address listed above and a confirmation of receipt is generated; provided that a hard copy of such notice is also sent to the recipient;
- (iii) if delivered by courier, at the expiry of 5 business days after the envelope containing the notice was delivered into the custody of the courier service;
- (iv) if sent by registered post, the notice is deemed to have been served at the time at which the letter would ordinarily be delivered.

In proving the service of any notice it shall be sufficient to show that (i) delivery by hand was made, or (ii) in the case of email delivery, a copy of the electronic delivery receipt, or (iii) in the case of courier delivery, the envelope containing the communication was properly addressed and delivered into the custody of the courier service as a prepaid courier package; or (iv) in the case of registered post, a registered receipt. Service of legal proceedings or papers may not be by email.

#### LANGUAGE, GOVERNING LAW AND JURISDICTION

40 This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with its subject matter or formation shall be governed by and construed in accordance with the laws of the State of Florida, without reference to its conflict of laws principles.

41 Each Party irrevocably agrees that the courts of record of the State of Rhode Island or the State of Florida or the courts of the United States of America located in such States, shall have non-exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.

42 Scrutinized Companies: Top Trumps certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2024), and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if Top Trumps is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2024), as may be amended or revised, or been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2024), as may be amended or revised, or is engaged in a boycott of Israel.





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- 43 ANTI-HUMAN TRAFFICKING: As a condition precedent to the effectiveness of this Agreement, Top Trumps shall provide City with an affidavit signed by an officer or a representative of Top Trumps under penalty of perjury attesting that Top Trumps does not use coercion for labor or services as defined in Section 787.06, Florida Statutes (2024), as may be amended or revised.
- 44 This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which is an original, but all of which, taken together, shall constitute one and the same Agreement. The parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.

**AGREED AND ACCEPTED BY:**

**TOP TRUMPS USA, INC.**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

City of Fort Lauderdale

\_\_\_\_\_  
David R. Solomon, City Clerk

By: \_\_\_\_\_  
Dean J. Trantalis, Mayor

By: \_\_\_\_\_  
Susan Grant  
Acting City Manager

Approved as to form and correctness:  
Thomas J. Ansbro, City Attorney

\_\_\_\_\_  
Eric W. Abend  
Senior Assistant City Attorney