

Instacart ads additional terms

Last updated: April 9, 2025

TERMS APPLICABLE TO ALL CAMPAIGNS

1. *Fees; Invoicing.* Company shall pay Instacart the Fee set forth in the Order or Order Form. Instacart will invoice Company monthly and Company shall pay invoice according to the payment terms set forth in the Terms. Notwithstanding anything to the contrary stated in the Agreement, Instacart shall not adjust invoices retroactively if Instacart, in its sole discretion, finds an inaccuracy in the billing amount of +/- 1% of the initial invoiced amount.
2. *Promotional Materials; License.* Company hereby grants to Instacart a non-exclusive, royalty-free worldwide license (the "License") to use and display in materials and media in connection with an Order Form Company's name, trademarks, branding and/or logos, images, and descriptions, quotes, and other intellectual property rights provided by Company to Instacart or as featured on the Instacart.com website (collectively, "Company Marks"). Instacart shall use the Company Marks in the manner in which it was provided to Instacart or as featured on the Instacart.com website. Except for the License set forth above, nothing herein shall grant any ownership or any other rights to or in Company Marks to Instacart, and all such rights are expressly reserved by the Company. Instacart acknowledges and agrees that Company Marks are owned exclusively by the Company. For purposes of clarification only, Company agrees such License shall extend to Instacart's use of any assets created for the ad offerings contracted in an Order Form in off-platform retail powered media and Instacart's social media postings, which shall be in Instacart's sole discretion. Company shall provide Promotional Materials, including Company Marks, to Instacart two weeks prior to the Campaign start date (or as otherwise directed by Instacart to Company) ("Material Due Date"). Company agrees to provide Instacart new or updated Promotional Materials every two (2) weeks for longer term Campaigns.
3. *Testing.* Company acknowledges that during Instacart's provision of the Services, in the ordinary course of business, Instacart runs experiments and tests on the Instacart Platform, including regarding the placement of a promotional offer.

DISPLAY ADS

The following additional terms shall apply to Company's submission and Instacart's delivery of a Display Ad Campaign (as defined below) (the "Display Ad Campaign Terms"):

1. *Display Ad Campaign Services.* In accordance with the bidding and placement process set forth below, Instacart may deliver display campaign(s) promoting Company's Product(s) (each a "Display Ad Campaign"), which will run on retailer storefronts on the Instacart Platform or on other Advertising Platforms, where such Product(s) are sold and/or where Instacart is permitted to place the Display Ad Campaign. The Display Ad Campaign will run from the Display Campaign Start Date through the earlier of either (i) the completion of the Display Ad Campaign Budget Cap, or (ii) Display Ad Campaign End Date (if any), both as designated in the Instacart Self-Service Platform.
2. *Bidding and Placement Process.* Company will place bids via the Instacart Self-Service Platform where Company and/or its agents, as applicable, can create new and/or modify existing Order Forms and their associated Campaigns.
3. *Delivery of Display Campaign for Products.* If Instacart accepts Company's bid, and subject to Instacart's review and approval of Promotional Materials, Instacart will promote Company's Products submitted for a Display Ad Campaign in instances where Company wins a first-bid auction

for such placement.

4. Additional Fee Details. Company will pay Instacart on the CPM basis up to the Budget Cap, as set forth for the applicable Campaign.
5. Cancellation. Company may suspend or cancel a submitted bid or Campaign through the Instacart Self-Service Platform. For the avoidance of doubt, it is the parties' intent that the cancellation right outlined in this Cancellation provision supersedes the first sentence of Section 11 of the Terms solely with respect to Display Ad Campaigns governed by an Order Form. Notwithstanding the foregoing, Company is responsible for paying for the Display Ad Campaigns that Instacart runs.

SPONSORED PRODUCT

The following additional terms shall apply to Company's submission and Instacart's delivery of Sponsored Product (as defined below) (the "Sponsored Product Terms"):

1. Sponsored Product Services. In accordance with the bidding and placement process set forth below, Instacart may deliver Sponsored Products promoting Company's Product(s) (each, a "Sponsored Product(s)") on the Instacart Platform or on other Advertising Platforms, including but not limited to Search, Browse, Home, and Detail Page locations. Instacart will provide Company Reporting Information, as agreed upon by the Parties, such as number of clicks, CPC, and ROAS.
2. Bidding and Placement Process. Company will place bids via the Instacart Self-Service Platform where Company and/or its agents, as applicable, can create new and/or modify existing Orders and their associated Campaigns.
3. Delivery of Sponsored Products. If Instacart accepts Company's bid, Instacart will deliver Sponsored Products pursuant to the placement process. Instacart will determine the size, placement, and positioning of the Sponsored Products. Instacart does not guarantee the activity that Company's Sponsored Products will receive, such as the number of clicks Company's Sponsored Products will get. Moreover, Instacart cannot control how clicks are generated on Company's Sponsored Products. Instacart may, in its discretion, reject or remove any Sponsored Product for any or no reason.
4. Additional Fee Details. Company shall be charged based on clicks or add to cart actions. The amount Company owes will be calculated based solely on Instacart's measurements.
5. Cancellation. Company may suspend or cancel a submitted bid or Campaign through the Instacart Self-Service Platform. For the avoidance of doubt, it is the parties' intent that the cancellation right outlined in this Cancellation provision supersedes the first sentence of Section 11 of the Terms solely with respect to Sponsored Product Campaigns governed by an Order Form. Notwithstanding the foregoing, Company is responsible for paying for the Sponsored Products that Instacart runs.

PROMOTION CAMPAIGNS

The following additional terms (the "Promotion Campaign Terms") shall apply to Company's submission and Instacart's delivery of a Promotion Campaign (as defined below):

1. Promotion Campaign Services. Beginning on the Campaign Start Date and ending on the earlier of the Campaign End Date or Budget exhaustion, Instacart may deliver (a) coupon campaign(s) ("Coupon Campaign"), (b) stock up and save campaign(s) ("SUAS Campaign"), or (c) free gift campaign(s) ("Free Gift Campaign"), in each case, promoting Company's Product(s) (each a "Promotion Campaign") in accordance with the placement process set forth below.
 - For a Coupon Campaign, Instacart will display and make available for redemption by an End

User a coupon for the purchase of unit(s) of Products for standard coupons and/or purchase of group(s) of Products for multi-unit coupons by applying the discount amount designated by Company in the Instacart Self-Service Platform ("Coupon Discount Amount").

- For a SUAS Campaign, Instacart will display and make available for redemption by an End User a promotional offer where an End User receives a discount in an amount designated by Company in the Instacart Self-Service Platform ("SUAS Discount Amount") based on achieving an applicable spend threshold on the purchase of Products or groups of Products as designated by Company in the Instacart Self-Service Platform.
 - For a Free Gift Campaign, Instacart will display and make available for redemption by an End User up to the maximum number of units of Product designated by Company per order as a free gift by discounting an amount equal to the final price of the Product that an End User would have paid without the promotion ("Free Gift Discount Amount").
2. Placement Process. Company will place a Promotion Campaign, including the Campaign Start Date, Campaign End Date, Budget, number of redemptions per order, discount amount (if applicable), and spend threshold amount (if applicable) via the Instacart Self-Service Platform where Company and/or its agents, as applicable, can create new and/or modify existing Orders and their associated Campaigns.
 3. Delivery of Promotion Campaign. If Instacart accepts Company's Promotion Campaign, and subject to Instacart's review and approval of Promotional Materials, Instacart will display the Promotional Materials for the Promotion Campaign on the Instacart Platform and on other Advertising Platforms where such Product(s) are sold and/or where Instacart is permitted to place the Promotion Campaign, as determined by Instacart.
 4. Additional Fee Details. The Company will pay Instacart the fee specified in the Instacart Self-Service Platform ("Instacart Fee") and the applicable "Discount Amount" (e.g., Coupon Discount Amount, SUAS Discount Amount or Free Gift Discount Amount), in each case, per redemption of a coupon, stock up and save or free gift offer for unit(s) of Product purchased by an End User, up to the Campaign End Date (or Budget exhaustion, whichever is earlier), at which point the Promotion Campaign will terminate, and Instacart shall remove the Promotion and return the price of the Products or group of Products set forth above to the amount(s) specified by the applicable retailer. For purposes of the Order Form, a coupon, stock up and save, or free gift shall be deemed to have been redeemed at the time an End User submits an order on the Instacart Platform, provided that the qualifying Product(s) are in-stock and fulfilled in the final delivery. Company understands and agrees that redemptions by End Users under a Promotion Campaign may be made up to two weeks following the Campaign End Date (or Budget exhaustion, whichever is earlier).
 5. Cancellation. Company may suspend or cancel a Promotion Campaign through the Instacart Self-Service Platform. For the avoidance of doubt, it is the parties' intent that the cancellation right outlined in this Cancellation provision supersedes the first sentence of Section 11 of the Terms solely with respect to the Promotion Campaign governed by the applicable Order Form. Notwithstanding the foregoing, Company is responsible for paying for the Promotion Campaign that Instacart runs, and Instacart Fees and applicable Discount Amounts for coupons, stock up and save or free gifts redeemed by End Users.

INSPIRATION ADS

The following additional terms shall apply to Company's submission and Instacart's delivery of an Inspiration Ad Campaign (as defined below) (the "Inspiration Ad Campaign Terms"):

1. Inspiration Ad Campaign Services. In accordance with the bidding and placement process set forth below, Instacart may deliver display campaign(s) promoting Company's Product(s) that features either a recipe ("Recipe Ad Campaign") or a product collection ("Occasion Ad Campaign") (collectively, an "Inspiration Ad Campaign"), which will run on retailer storefronts on the Instacart Platform and

other Properties, where such Product(s) are sold and/or where Instacart is permitted to place the Inspiration Ad Campaign. The Inspiration Ad Campaign will run from the Inspiration Ad Campaign Start Date through the earlier of either (i) the completion of the Inspiration Ad Campaign Budget Cap, or (ii) Inspiration Ad Campaign End Date (if any), both as designated in the Instacart Self-Service Platform.

2. Bidding and Placement Process. Company will place bids via the Instacart Self-Service Platform where Company and/or its agents, as applicable, can create new and/or modify existing Order Forms and their associated Campaigns.
3. Requirements; Delivery of Inspiration Ad Campaign. If Instacart accepts Company's bid, and subject to Instacart's review and approval of Promotional Materials, Instacart will promote Company's Products submitted for an Inspiration Ad Campaign in instances where Company wins a first-bid auction for such placement. Inspiration Ad Campaigns must meet Instacart policy requirements, as may be updated from time to time, in order to be eligible to run. For Recipe Ad Campaigns, in particular, such policy requirements, include, but are not limited to: (i) recipe cannot make health claims, including dietary claims like gluten free, (ii) imagery must prominently feature (85%) the dish from the recipe, (iii) accurate and food safe cooking time and handling instructions, and (iv) any AI generated imagery must be labeled.
4. Additional Fee Details. Company will pay Instacart on the CPM basis up to the Budget Cap, as set forth for the applicable Campaign.
5. Cancellation. Company may suspend or cancel a submitted bid or Campaign through the Instacart Self-Service Platform. For the avoidance of doubt, it is the parties' intent that the cancellation right outlined in this Cancellation provision supersedes the first sentence of Section 11 of the Terms solely with respect to the Campaigns governed by the applicable Order Form. Notwithstanding the foregoing, Company is responsible for paying for the Inspiration Ad Campaigns that Instacart runs.

Homepage Banner

The following additional terms shall apply to Campaigns that include homepage banner placements as set forth in an Order Form: Instacart will feature certain Company's Products in the homepage banner, which Instacart may promote on the Instacart Platform for the number of days and within the Campaign date range as listed in the applicable Order Form. Instacart will determine the size, placement, and positioning of the homepage banner. In addition, in furtherance of the Campaign therein, Instacart may, at its sole discretion, include Product(s) from the homepage banner in (a) Instacart emails; and (b) push notifications. Company is responsible to create a Company branded page featuring the Product(s) and Promotion (if required) ("Brand Page") where the homepage banner will drive Instacart end users to.

Email/Push

The following additional terms shall apply to Campaigns that include email and/or push ad products as set forth in an Order Form: Instacart will include a product placement promoting the Company's Product(s) in one (1) email and/or push (each, a "Product Placement") to customers of the Instacart Platform that receive Instacart promotional emails/pushes, as determined by Instacart. Instacart will determine the size, placement, and positioning of the Product Placement and the content of the email/push in which the Product Placement will appear. The Product Placement campaign will run on the date selected by Instacart within the Campaign date range listed in the applicable Order Form. Instacart will also provide the Company certain reporting information providing campaign data, such as click through rate and open rate.

STOREFRONT BANNER

The following additional terms shall apply to Campaigns that include storefront banner placements as set forth in an Order Form: Instacart will promote Company's Products as set forth in the applicable Order Form as storefront banners that will run across all retailer storefronts on the Instacart Platform where such Product(s) are sold, to the selected audience as set forth by Instacart in its sole discretion, and where Instacart is permitted to place the storefront banner for the number of days and within the Campaign date range as listed in the applicable Order Form.

PAID SOCIAL/YOUTUBE

The following additional terms shall apply to Campaigns that include social media or YouTube ad products as set forth in an Order Form: Instacart will execute and measure on the applicable platform(s) paid social media and/or YouTube campaigns as set forth in the applicable Order Form. In consideration for such services, the fees associated with such offerings are inclusive of applicable third-party platform media fees and Instacart fees.

PROMO CODE

The following additional terms shall apply to Campaigns that include promo codes as set forth in an Order Form: Beginning on the Campaign start date, Instacart will display and make available for redemption by End Users a promo code for "\$X off \$Y purchase" offer or similar offer (the "Code Offer") on a landing page on the Instacart Platform whereby the End User will receive a discount in an amount determined by Instacart based on achieving specified conditions, which may include a spend threshold on the purchase of eligible Products in a single order. Instacart will solely determine the terms and conditions of such promo code and Code Offer. Instacart will fulfill redemptions until (i) the total redemption value reaches \$[TBD] or [TBD] redemptions, as determined by Instacart, or (ii) the Code Offer expiration date, whichever occurs earlier. Company and Instacart may revise the redemption value and/or spend threshold of the Code Offer upon mutual written agreement, provided, however, that under no circumstance will the total redemption value exceed \$[TBD]. To the extent Company incorporates the promo code and Code Offer in any marketing, promotional or advertising materials that run off of Instacart Platform, Company will submit such materials to Instacart for review, notes and approval prior to distribution (including incorporating any terms and conditions for the Code Offer) and will take down such materials as soon as reasonably practicable upon termination of the Code Offer; provided, however, any approval of such materials by Instacart will not be deemed (a) a statement or opinion by Instacart that such materials comply with applicable laws, rules, or regulations or (b) to render Instacart legally responsible or liable for any such materials.