



Maxwell W. Jackson
610-241-5396
Boca Raton, Florida

July 21, 2013

Treidi Inc. dba The Color Run™
872 N 460 W
Salem, Utah 84651
Att: Travis Snyder

Dear Mr Snyder,

My name is Max Jackson, and as I am writing this I am on a flight back to Boca Raton from two successful events in Philadelphia and Ohio. I fell in love with your event since the first day I heard about it and saw a video on YouTube. My first interaction with The Color Run was last fall in Miami where I went as a Freelance Photographer. I posted some of the pictures to my photography site.

I was then contacted by Scott Winn in October of 2012, who identified himself as the Director of Photography and Videography for The Color Run. He contacted me asking if he could use my photos without my Watermark due to consistency of your image, he offered photo credits and a links to my website instead of financial compensation.

I recognized this as a huge opportunity to get my NAME in front of thousands potentially millions of people. I consulted with my dad, because he was a website developer as long as I can remember and he said the photo credit and links were worth my weight in gold at the time just under \$2000/troy oz. The electronic conversation transpired over the internet between Scott and I; my images quickly appeared on your official sites, and indeed was considered a Contract under Law.

I have recently started working events on the production side and it came to my attention that some of my photographs, I provided Scott and no one else, with the condition that I would get photo credit wherever the pictures were used, are in circulation on the internet and in print being distributed by your company and being used as promotional devices for The Color Run. It turns out that there are 8 total images being used internationally. I also saw my photograph in print on a flyer for Sports Authority that is being distributed to the paying runners in your promo packets, as well there were full size prints of it inside of Sports Authority Store displays with TCR Logo and the Sports Authority logo on it, but it lacks the photographers name, ME. That photo is being used in breach of the contract, giving photographer credit as agreed.

Like I said before I love The Color Run and everything that it delivers, but this situation makes me sick to my stomach, that my images are being misused by not giving photographer credits by a company I am so fond of. I am a college student using my photography business to pay for rent and tuition, so selling my photos is how I get by.

I have consulted both my father, and my step father as to what to do regarding this breach of contract. My father (web designer of a dozen years) suggested I email you directly and solve this man to man. My step father however, who is a successful

Cosmetic Dentist in Private Practice told me to call his attorney and get a referral to the best Federal Contract/Photography Lawyer and he will write a retainer check, take it Federal Court and not to contact you at all.

I want you to know that contacting a lawyer is the last thing I want to do, I want to continue to work with your company, and that is why I am writing you this email. Having millions of prints of my photos world wide used by 2 multi-national corporations without my name attached to them is a tremendous issue.

I expected the photo credit from the pictures used by TCR and Treidi Inc to gain me more clients to advance my income, and I did not receive that opportunity because the pictures were used outside of what was agreed upon in writing. I could have procured many long term, high profile clients based on my name being attached to the photos that are being used by your company.

I am requesting compensation as follows: \$100,000.00 US deposited into my business bank account, additionally to be named the Official Photography Sponsor of The Color Run (Internationally) for the remainder of its existence, my Logo to be added in sponsors section next to Chevy on the bottom of your web pages. My name to read at the bottom of any photo's used in legible print from the next print run forward as, Photograph by Max Jackson.

This will put your company in my heart and head back within the contract terms and I will thereby sign a waiver of any prior breach. As for the money, it is truly only a small portion of the potential income I lost due to the breach and extensive use of my artwork in conflict with the contract agreement. The fact is my photos being out there with no way to find out who took the picture for potential clients, unless they know how to decode the electronic image.

If no efforts are made within 15 days, to contact me I will be forced to take further action.

I would like to hear from you personally and discuss your opinion on this matter, as to what you think reasonable compensation for the missed opportunity of massive exposure for my business and your company's breach.

Again I would like to handle this amicably and remain a part of The Color Run, but if you/ your company can not make good on a binding agreement then I will have no choice.

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Sincerely,

Max Jackson /s/

Maxwell W. Jackson
Owner, Max's Photography
www.maxxsphotography.com