

## TERMS AND CONDITIONS

**IT IS IMPORTANT THAT YOU READ THESE TERMS AND CONDITIONS CAREFULLY. BY REPLYING TO OUR DIRECT MESSAGE WITH #YesSoftRepublick or #APPROVED YOU CONFIRM THE FOLLOWING:**

- YOU ARE GRANTING UNILEVER AND ITS AGENCIES THE RIGHT TO USE THIS CONTENT (defined below) IN CONJUNCTION WITH YOUR HANDLE OR ACCOUNT NAME ON ITS WEBSITE, SOCIAL MEDIA PLATFORMS AND RETAILER WEBSITES INDEFINITELY;
- YOU CREATED THE CONTENT OR HAVE PERMISSION FROM THE CREATOR OF THE CONTENT TO GRANT THE RIGHT TO USE THE CONTENT;
- YOU HAVE PERMISSION TO GRANT THIS RIGHT FROM ALL INDIVIDUALS FEATURED IN THE CONTENT;
- YOU GRANT CONSENT TO UNILEVER AND ITS AGENCIES TO THE RIGHT TO USE ANY PERSONAL DATA DISCLOSED IN YOUR CONTENT; AND
- YOU AND ALL INDIVIDUALS FEATURED IN THE CONTENT ARE AT LEAST 18 YEARS OF AGE.

### **1. Content**

You have been asked to approve the Use (as defined below) of the piece of content you created and made available ("**Content**"), which may include, without limitation, a photograph, text, handle or account name, information, images, graphics, video or any combination thereof. By responding to our direct message requesting permission to use this Content with "#YesSoftRepublick " or #Approved, you are granting Unilever PLC and Unilever NV and its affiliates (collectively, "**Unilever**"), its third-party service providers, media and digital companies and properties, social media services and platforms, and any other representative or designee of the foregoing (collectively, the "**Licensed Parties**") a royalty-free, fully paid, non-exclusive, irrevocable, perpetual, unrestricted, worldwide, sub-licensable, transferable license to use, reproduce, broadcast, publish, transmit, perform, display, create derivative works from, translate, adapt, modify, distribute, exhibit, disseminate and otherwise exploit (collectively, "**Use**") such Content for any purpose whatsoever, including, without limitation, advertising, marketing and promotional purposes, and in any media whatsoever, now or hereafter existing or developed, even if these Terms and Conditions are later modified or terminated. Without limiting the above, this means that the Licensed Parties may Use the Content in a different medium than the one in which you posted

it or made it available (e.g., if you posted it in social media, Unilever may Use the Content in print, broadcast, online or in any other form of media that exists now or may be developed in the future). You will retain all ownership of the Content (subject to the license granted herein).

The Licensed Parties also have the right, but not the obligation, to Use your username, and, if provided in connection with the Content, real name, image, likeness, caption, location information or other identifying information, in connection with any Use of the Content.

By Approving the Use of the Content, you authorise the Licensed Parties to make copies thereof and retain such Content and copies as the Licensed Parties deem necessary to facilitate the Use of the Content. All Content becomes the unrestricted licensed property of the Licensed Parties. You agree that Unilever does not have any obligation to Use or take any action with respect to any Content.

By Approving the Use of the Content, you waive (i) any right to review, inspect or approve the Use of the Content in any format or media, whether that Use is known to you or not; (ii) any right to royalties or other compensation arising from or related to the Use of the Content; and (iii) any claim or assertion of moral rights or attribution with respect to the Content.

By Approving the Use of the Content you provide your explicit consent to Unilever to use your personal data which could include your name, social handle or likeness in the Content. Unilever will only process your personal data so that we can deliver Content to our brand sites, so we can identify you if you wish to complain about the use of the Content and so we can use the Content generally. If you wish to complain about the use of the Content or your personal data please contact [unilever.privacy@unilever.com](mailto:unilever.privacy@unilever.com). For more information please see our Unilever Privacy Notice [www.unileverprivacypolicy.com](http://www.unileverprivacypolicy.com).

## **2. Your Promises to Unilever**

You represent and warrant that: (i) you are at least 18 years old or the age of majority, whichever is older, in your country of residence, as is everyone else appearing in the Content; (ii) you have full right and authority to enter into this agreement; (iii) neither the Content, nor the Use of the Content as permitted in these Terms and Conditions,

will infringe upon, misappropriate or violate the intellectual property, privacy, publicity, statutory, contractual, personal or other rights of any person or entity or any Laws; and (iv) you own or have obtained all necessary rights and permissions to grant the rights to the Licensed Parties granted herein, including without limitation, written releases of all rights of privacy and publicity from all individuals included in any way in the Content, and no payment of any kind is due to any third party for the Use of the Content as set forth herein.

### **3. Indemnification**

You hereby agree to defend, indemnify and hold the Licensed Parties and their respective officers, directors, employees, agents, representatives, successors and assigns, harmless from and against any and all claims, actions or proceedings of any kind, and from any and all damages, judgments, losses, liabilities, costs and expenses, including reasonable attorney's fees and expenses (including any incurred in enforcement of this provision), relating to or arising out of the Content, your breach or alleged breach of these Terms and Conditions, including any of your warranties, representations or agreements hereunder, your violation of any laws, or your violation of any rights of another person or entity.

### **4. If You Think Your Intellectual Property Was Infringed**

If you are a rights holder and you have found material for which you have not given permission, or are not covered by a limitation or exception in national law, please contact us by writing to the following email address: [unilever.privacy@unilever.com](mailto:unilever.privacy@unilever.com). Grounds for complaint may include (but are not limited to) a potential breach of intellectual property rights (such as copyright), defamation, confidentiality or data protection.

1. Please include the following information in your written notification:

- Your contact details;
- The full bibliographic details of the material;
- The exact and full URL or location where you found the material;
- Proof that you are the rights holder and a statement that you are the rights holder or are an authorised representative.

2. Upon receipt of a complaint:

- We will contact you to acknowledge receipt of your complaint by email or letter whilst an initial assessment of your complaint is undertaken.
- If the initial assessment finds that your complaint is potentially valid and requires further investigation or legal advice, the relevant material will be removed (to the extent possible) forthwith pending the outcome of the complaint.
- Where relevant, the depositor of the material will be notified of the complaint and will be invited to respond to the complaint.

### 3. Upon final determination of the complaint:

- If the complaint is upheld and an agreement is reached in modifying the relevant material, the material will be reinstated for display after the necessary modifications have been made.
- If the complaint is upheld and an agreement cannot be reached in modifying the relevant material, the material will be permanently removed from display.
- If the complaint is dismissed, the relevant material will be reinstated for display without any modifications.

## **5. Miscellaneous**

These Terms and Conditions and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have 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. In the event that any provision of these Terms and Conditions shall for any reason be held to be invalid, illegal or unenforceable in any jurisdiction, such provision shall be revised solely to the extent necessary to render such provision valid, legal and enforceable, and without invalidating or affecting the remaining provisions hereof. Nothing contained herein shall deem or construe you and Unilever to be partners, joint venturers, principal-agent or employer-employee, and no party shall have any authority to obligate or bind the other whatsoever. These Terms and Conditions represent the entire agreement between you and Unilever with respect to the subject matter hereof, and supersede all prior and contemporaneous agreements, understandings, inducements or conditions, express or implied, oral or written. No

modifications, amendments or waivers will be effective unless in writing and signed by both you and Unilever.