

USER GENERATED CONTENT TERMS AND CONDITIONS

1. Content

We really like your content (“Content”), which may include; a photograph, text, social handle or account name, information, images, graphics, video, and are requesting permission to share it with others on our website(s) and digital channels around the world.

By replying to our direct message or email with #[TIGI] Approved or #APPROVED you confirm the following:

You are granting TIGI International Limited and its affiliates (“TIGI”), 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 (“Licensed Parties”) a royalty-free, 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 (“Use”) such Content for any purpose whatsoever, including; advertising, marketing and promotional purposes throughout the world, and in any media whatsoever, now or hereafter existing or developed, even if these Terms and Conditions are later modified or terminated. 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. For the avoidance of doubt the Licensed Parties will only use your location information at a country / state level.

By approving the Use of the Content, you authorise the Licensed Parties can use, edit or adapt the Content and to make copies necessary to facilitate the Use of the Content and agree that you will not have any cause of action against TIGI in respect of the final asset(s) that are used. All Content becomes the unrestricted licensed property of the Licensed Parties.

By approving the Use of the Content, you waive:

- (i) any right to review the Use of the Content;
- (ii) any right to royalties in relation to Licensor’s Use of the Content; and
- (iii) any your moral rights in the Content.

By approving the Use of the Content you understand that whilst TIGI hopes to use your content, you agree that (a) TIGI will have no obligation to use the Content (or any part thereof) in any way; and (b) TIGI may remove the Content (or any part thereof) from their websites or other digital channels at any time for any reason in their sole discretion.

2. Your Personal Data

By approving the Use of the Content you provide TIGI the right to use your personal data which could include your name, social handle, likeness, or location information in the Content. TIGI will only process your personal data in order to fulfil the terms of this contract with you. For example, we will only use your personal data so that we can deliver Content to our brand sites or Use the Content or so that we can identify you if you wish to complain about the Use of the Content. Please read our TIGI Privacy Notice <https://www.tigi.com/uk/privacy-notice/> for more information.

3. Your Promises to TIGI

You represent and warrant that:

- i. you are at least 18 years old, as is everyone else appearing in the Content;
- ii. you have full right and authority to enter into this agreement;
- iii. you are the author or creator of the Content;
- iv. use of the Content (as contemplated by this agreement) will not result in any payments becoming owed to you or any other party;
- v. the Content will not infringe upon the intellectual property, privacy, publicity, statutory, contractual, personal or other rights of any person or entity or any Laws; and
- vi. you own or have obtained all necessary rights to grant the rights to the Licensed Parties and for the Licensed Parties to use the Content as contemplated by this agreement.

4. Indemnification

You 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 legal 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.

5. If You Think Your Intellectual Property Was Infringed

If you are a rights holder and you have found Use of the 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 address: (marketing.support@tigi.com) or submitting a request through the "Contact Us" form <https://www.tigi.com/uk/contact-us/> and TIGI will endeavour to respond. Please include your contact details and a direct link to the material(s) which you believe to infringe upon your IP rights.

6. Miscellaneous

Each party irrevocably agrees that this agreement shall be subject to English law and 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 be held to be unenforceable in any jurisdiction, such event shall not affect the remaining provisions.

Nothing contained herein shall deem or construe you and TIGI to be partners, joint ventures, 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 TIGI 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 TIGI.