

# User Generated Content Terms of Use

## User Content License

By responding to our request with the hashtag “#envirobuild”, commenting “YES ENVIROBUILD”, or confirming by email, you grant EnviroBuild Materials Ltd. (“EnviroBuild”) and its related companies, distributors, third-party service providers, their respective retail partners, marketing or public relations agencies, and other affiliates (the “Licensed Parties”) a non-exclusive, royalty-free, worldwide license to use your User Content, including photos, text, graphics, audio, video, comments and other materials from social media sites and emails for use by the Licensed Parties in connection with its business, for its marketing and/or in its advertising. This includes but is not limited to the online website, social media pages, and other customer communications. The Licensed Parties may use, reproduce, distribute, create derivative works from, combine with other materials, alter and/or edit your User Content in any manner to their sole discretion.

You hereby represent and warrant that:

- you are responsible for your User Content;
- you own all rights in and to your User Content and/or have obtained appropriate rights and permissions from any and all other persons and/or entities who own, manage or otherwise claim any rights with respect to such User Content and/or any person(s) appearing in your User Content to grant the rights herein;
- you are not a minor (under the age of 18 years);
- the Licensed Parties use of your User Content as described herein will not violate the rights of any third party or any law;
- the user Content is not libellous, defamatory, obscene, pornographic, abusive, indecent, threatening, harassing, hateful, or offensive or otherwise unlawful.

You hereby release, discharge and agree to hold the Licensed Parties, and any person acting on their behalf, harmless from any liability related in any way to the Licensed Parties’ use of your User Content.

The Licensed Parties reserve the right to remove User Content from the Site and the EnviroBuild Properties.

## Additional Terms

These Terms of Use apply to the entire Site, the EnviroBuild Properties and EnviroBuild Services and to your User Content unless otherwise provided. In addition, to the extent your User Content is displayed on the Site or on any of the EnviroBuild Properties or in connection with the EnviroBuild Services, you also will be subject to additional terms of use, agreements, guidelines or rules provided by EnviroBuild applicable to such EnviroBuild Services and User Content, including but not limited to those set forth on the EnviroBuild website at <https://www.envirobuild.com/pages/terms-conditions>, and you hereby agree to be bound by such additional terms of use or service, agreements, guidelines, instructions or rules provided or posted by EnviroBuild (the “EnviroBuild Terms”).

## Miscellaneous

These Terms of Use are personal to you and may not be assigned or transferred by you for any reason whatsoever without EnviroBuild’s prior written consent; and any action or conduct in violation of the foregoing shall be void and without effect.

You agree that if EnviroBuild does not exercise or enforce any legal right or remedy which is contained in these Terms of Use (or which EnviroBuild has the benefit of under any applicable law), this will not be taken to be a formal waiver of EnviroBuild’s rights and that those rights or remedies will still be available to EnviroBuild.

If any court of law, having the jurisdiction to decide on this matter, rules that any provision of these Terms of Use are invalid, then that provision will be removed without affecting the rest of the Terms of Use. The remaining provisions of these Terms of Use will continue to be valid and enforceable.

EnviroBuild reserves the right to alter these Terms of Use without advance notice by posting a revised Terms of Use. Accordingly, you should review the Terms of Use each time you grant permission or authorisation to feature your User Content.

## Reasons for User Content

EnviroBuild reaches out to social media users to seek their permission to feature our favourite content across our marketing channels, including but not limited to social media channels, email marketing, websites and brochures. You are reading this because EnviroBuild has requested your permission to use your social media content in this way.

EnviroBuild engages a limited number of service providers to facilitate the collection and transmission to the EnviroBuild websites and other

# User Generated Content Terms of Use

properties ("EnviroBuild Properties") of User Content, including photos, text, graphics, audio, video, location information, comments and other materials from social media sites and emails for use by EnviroBuild in connection with its business, including EnviroBuild's case studies, marketing, promotional, advertising and other consumer-related activities ("EnviroBuild Services").