

## **Online Content Upload Terms and Conditions**

These terms set out how Halfords Group PLC (“Halfords”) will use direct uploads of user photos, text, graphics, audio, video, location information and comments (“User Content” or “User Generated Content”) generated by you and which you have agreed that we can use. Halfords reserves the right to alter these Terms without advance notice by posting a revised set of Terms on its website. Accordingly, you should review the Terms each time you upload social media content for Halfords to use and to stay informed of any changes to the Terms. The Terms apply to all of the Halfords Sites including the websites of any of our subsidiary companies, unless otherwise provided. These Terms incorporate the terms of the Halfords Privacy Policy which is available at: <http://bit.ly/2EWNzhs>

## **Registration**

You warrant that the personal information which you are required to provide when you agree for us to use your content is true, accurate, current and complete in all respects. You agree not to impersonate any other person or entity or to use a false name or a name that you are not authorised to use. You will notify us immediately of any changes to the personal information you have provided us with.

You are solely responsible for the content you upload to Halfords. You certify to Halfords that you are at least 13 years of age or, if younger than 13, are uploading the content only under the supervision of a parent or legal guardian.

## **Olapic**

Olapic Inc facilitates the direct upload of User Content or User Generated Content to websites and other digital properties operated by Halfords, for use by Halfords in marketing, promotional, advertising and other customer engagement channels, as well as the collection of User Content from social media sites. Further information on how Olapic will use and process your User Content is available at [www.olapic.com](http://www.olapic.com).

## **User Content**

By uploading User Content and posting User Content that you have tagged with Halfords hashtags to social media platforms, you grant Halfords, its Group Companies and Olapic (collectively, the “Licensed Parties”) the worldwide, perpetual, irrevocable, royalty-free, fully-paid, non-exclusive, transferable right to use your uploaded or Halfords-tagged

User Content in any manner to be determined in the Licensed Parties’ sole discretion, including but not limited to on its webpages, social media pages operated by the Licensed Parties, promotional e-mails and advertisements, and in other marketing, promotional and advertising initiatives, in any media now or hereafter known. The Licensed Parties may use, display, reproduce, distribute, transmit, create derivative works from, combine with other materials, alter and/or edit your User Content in any manner in their sole discretion, with no obligation to you whatsoever. You grant the Licensed Parties the right to use your username, real name, image, likeness, caption, location or other identifying information in connection with any use of your User Content.

You hereby represent and warrant that (i) you own all rights in and to your User Content, (ii) if the User Content is subject to third party proprietary rights, you have all necessary licenses, rights, consents, and permissions to publish the User Content you submit and to grant the rights granted herein, including permission from all person(s) appearing in your User Content; (iii) you are legally entitled to post the User Content, and the Licensed Parties’ use of your User Content as described herein will not violate the rights, including but not limited to copyright, trademark, privacy, publicity or other proprietary rights, of any third party or any law, and (iv) the User Content is not libelous, defamatory, obscene, pornographic, abusive, indecent, threatening, harassing, hateful, or offensive. 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 User Content that you submit is deemed non-confidential and the Licensed Parties have no obligation to maintain the confidentiality of any information, in whatever form, contained in any submission, except pursuant to the Licensed Parties' respective privacy policies. You consent to Halfords's collection of any personal information you provide, on behalf of the Licensed Parties for the Licensed Parties' use and disclosure in connection with the use of your User Content as described herein. If you do not agree to the collection, use and disclosure of your personal information in this way, please do not upload User Content or otherwise provide Halfords with personal information. Your personal information may be transferred to servers located outside the country in which you live or to affiliates or other trusted third parties based in other countries so that they may process personal information on Halfords's behalf. By providing Halfords with personal information, you agree to such collection, use, disclosure, transfer and processing of your information in accordance with the terms of these Terms, the Privacy Policy and applicable data protection laws and regulations.

You are solely responsible for any User Content that you submit. You are legally liable for the User Content that you submit including, for example, material protected by copyright, trademark, patent or trade secret law or other proprietary rights laws without permission of the author or owner or subject featured in such submission, or defamatory comments.

The Licensed Parties reserve the right to remove any User Content from the Site, and the Services at any time, for any reason.

#### **Limitation of Liability**

In an event will Halfords or any person or entity involved in creating, producing or distributing the User Generated Content, be liable for any damages, including but not limited to direct, indirect, incidental, special, consequential or punitive damages arising out of your User Generated Content.

#### **Miscellaneous**

These Terms of Use, the Halfords Privacy Policy and any operating rules for the Site or Services constitute the entire agreement between Halfords and you with respect to the subject matter hereof; and supersede all previous written or oral agreements between the parties with respect to the subject matter hereof.

These Terms of Use are personal to you and may not be assigned or transferred by you for any reason whatsoever without Halfords's prior written consent; and any action or conduct in violation of the foregoing shall be void and without effect. Halfords expressly reserves the right to transfer, assign or delegate these Terms of Use and any of its rights or obligations hereunder without consent.

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

#### **Applicable Law**

These terms of use are governed by English law and subject to the non-exclusive jurisdiction of England and Wales. Nothing in these terms of use excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law.

#### **Data Protection**

Any notices required or permitted by these Terms must be in writing and in English and shall be deemed effective upon receipt when sent by confirmed e-mail to [dataprotectionofficer@halfords.co.uk](mailto:dataprotectionofficer@halfords.co.uk).