## WATERWORKS

### Share Your Waterworks Style with Us



Hello! You're here because we requested additional rights in sharing your photo across our channels. We love to see the fresh, imaginative ways you use Waterworks designs to achieve your creative vision. Whether you incorporate one Waterworks element or several for a sophisticated, layered effect, we're excited to see the results. We often reach out to people to ask for additional rights to reproduce our favorite images on our website and in our email, social media and other marketing materials. We will include your handle or byline whenever possible.

While we would love to share your style with the world (and think people will admire your post), deciding to share is entirely up to you. By submitting your images/projects, you agree to the following:

### USER GENERATED CONTENT TERMS OF USE

### LAST UPDATED: MARCH 2021

In these User Generated Content Terms of Use ("Terms of Use"), "Waterworks," "we", "us" and "our" refers to Waterworks Operating Co., LLC (or any of its affiliated companies as appropriate).

The term "User Content" refers to the photos, text, graphics, audio, video, location information, captions, comments and other materials you posted on Facebook, Instagram, Pinterest, Twitter, or any other social medial network or website ("Social Media") described, indicated or other otherwise identified in the message you received from us referring you to these Terms of Use.

By submitting your images, you agree that we may use your User Content in accordance with these Terms of Use. We reserve 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 authorization to feature your User Content.

### OUR USE OF YOUR USER CONTENT

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You confirm that you have the consent, permission, or release, in writing, of any other person or entity that is required for our use of your User Content as described in these Terms of Use, including but not limited to: (1) the name, identity or image of any person who appears, performs, or is referenced in your User Content, and (2) any person or entity who owns any rights in your User Content or anything that appears in your User Content. You irrevocably and unconditionally grant to us all consents or permissions of any person or entity as required by any applicable laws, including but not limited to copyright laws, rights of publicity laws, and related rights laws (and all other laws now or in future in force in any part of the world) which may be required for our use of the User Content and the rights you are granting us under these Terms of Use. You irrevocably and unconditionally waive (and agree not to enforce) all rights in the User Content, including without limitation any moral rights or equivalent rights which you may otherwise have under any laws now existing or which become law in the future in any part of the world. If requested, you will sign any documentation in such manner and at such location as may be required to protect, perfect or enforce any of the rights you have given to us under these Terms of Use.

Whether we choose to use the User Content or not is solely our choice. We have no obligation to use the User Content and we may remove or stop using any User Content at any time, for any reason. Use of the User Content does not imply our endorsement of or any affiliation with you. If you change your mind about sharing your User Content, or you do not want us to contact you about User Content again, please opt out by emailing <u>marketing@waterworks.com</u>.

### YOUR USER CONTENT

You represent and warrant that:

- You are at least eighteen (18) years of age or are legally considered an adult in the State or Country where you reside;
- You have full power and authority to agree to these Terms of Use;
- The User Content is your own original creation (including, without limitation, text, photograph(s), and video(s)), no portion of the User Content was taken from another website, social media posting or elsewhere, and the User Content does not contain anything that violates the rights of any person or entity;
- The User Content does not contain any trademarks, logos, brand names, advertising, sponsorship, or promotional material owned by any person or entity, other than you or Waterworks;
- The User Content does not contain anything illegal, defamatory, obscene or offensive;
- You have permission from any person(s) appearing in the User Content to provide us with the rights to use the User Content as described in these Terms of Use;
- Your upload or post of the User Content does not violate any applicable laws or the terms or requirements of the Social Media platform(s) where you uploaded or posted the User Content;
- Our use of your User Content as described in these Terms of Use will not violate the rights of any person or entity and will not violate any law.
- You confirm and agree that our use of your User Content as described in these Terms of Use does not and shall not require any payment to any person or entity and does not require license, authorization, approval or consent by any other person or entity; and
- You have read and you agree to comply with all of the terms and conditions in these Terms of Use.

# WATERWORKS

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### OUR PRIVACY POLICY

We will use any personal data we receive in connection with our use of the User Content in accordance with these Terms of Use and in accordance with our U.S. Privacy Policy, or the Privacy Policy applicable in your country as available on our local website, and upon request. You consent to our collection of any personal data you provide in connection with the use of the 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 provide us with personal information or agree to these terms.

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If you believe that your User Content has been copied in a way that constitutes copyright infringement, you may provide us with written notification of your claim in accordance with the requirements of the U.S. Digital Millennium Copyright Act of 1998 and instructions in our U.S. Site Terms of Use or in the site Terms of Use applicable in your country as available on our local website.

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