INEOS User Generated Content Terms and Conditions

- 1. By we/us/our we are referring to us, INEOS Automotive Limited with company registration number 11201576 and its registered address as Hawkslease, Chapel Lane, Lyndhurst, Hampshire, United Kingdom, SO43 7FG (or "INEOS").
- 2. When you say #YesGrenadier, you let us use your Content and agree to be bound by these Terms. Please read and ensure you are in agreement before proceeding.
- 3. "Content" refers to the photo and/or video, including any sound and accompanying text posted through your account on social media, including accompanying metadata that might be visible such as time and place of creation, your username, and links to your social media profile.
- 4. You grant INEOS a non-exclusive and revocable right to use and display the Content, in any media, worldwide, for any lawful commercial purpose, in original or edited form, including on INEOS' social media accounts, websites, generally in and for the purpose of the promotion of INEOS' products or services. Such rights also extend to INEOS' subsidiaries, affiliates, agents, employees, representatives, assigns, licensees, and anyone else acting on behalf of INEOS.
- 5. INEOS' right to use your Content lasts until you revoke your consent which you can do at any time by contacting us by email or post:

dataprotection@ineosgrenadier.com or

INEOS Automotive, Anchor House, 15-19 Britten Street, London, SW3 3TY.

After revoking your consent, we will not reuse your Content. However, please note that past posts may remain visible for up to 10 Business Days whilst we process your request.

- 6. The rights you grant to INEOS are non-exclusive and (subject to INEOS' rights) you retain all rights to use the Content for your own purposes. INEOS will not pay any royalties or compensation to you or any third party for use of the Content. Use is at INEOS' discretion and INEOS is not obliged to use your Content in any particular way or at all.
- 7. You agree that you will not be asked or entitled to review or approve INEOS' use of your Content or advertising copy, nor will you be identified as the author/creator of the Content.
- 8. INEOS respects applicable laws and the rights of others and wishes to avoid using any content that does not. By agreeing to these Terms, you represent and warrant to INEOS that:
 - a. the Content is your original work and you own it and all intellectual property rights in it and have all necessary rights to grant INEOS the rights set out in these Terms (including in relation to copyrights, trademarks, private or public buildings, performances, sounds, and music) or, if you are not the owner of such rights, you have already obtained permission from the owner of such rights, and will inform us if this is incorrect or such permission is withdrawn at any time;
 - b. INEOS' use of your Content as provided herein will not infringe intellectual property, privacy, image, performance, or publicity rights, or any other rights of any third party, require the payment of any compensation to any third party, or breach of any applicable laws;
 - c. nothing in your Content will be illegal, defamatory, obscene, or threatening to any third party; and
 - d. you are over 18 years of age and have the right to agree to these Terms.
- 9. You will hold INEOS harmless and indemnify INEOS against any actions, loss and damage

arising out of any claims by third parties in connection with the Content, including for breach of intellectual property, data protection, privacy, image, performance, or publicity rights.

- 10. The Content may contain information about you or identifiable individuals which constitutes personal data under applicable laws.
- 11. We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation. If you are a business, we will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with any Content you may choose to share with us.
- 12. By agreeing to these Terms, you give your consent to the processing of such personal data by INEOS for the purposes set out in these Terms.
- 13. Where any personal data relating to any other person appears in the Content you warrant that you also have obtained their consent for processing of such personal data.
- 14. INEOS will process personal data included in the Content or otherwise provided to us in connection with our use of the Content in accordance with all applicable data protection laws and our privacy notice available here: <u>Privacy Notice</u>.
- 15. INEOS is the controller of your personal data and individuals can obtain further information or exercise any of their legal rights by contacting INEOS at:

dataprotection@ineosgrenadier.com or

Data Protection, Anchor House, 15-19 Britten Street, London, SW3 3TY.

INEOS also engages data providers or service providers to assist with the processing of personal data.

16. This agreement shall be governed by the laws of England & Wales, and the parties agree to submit to the exclusive jurisdiction of the courts of England & Wales.