

Value Retail – Terms and Conditions for #hashtag Stackla uploads

1. This website at www.fidenzavillage.com (“our Website”) is operated by Value Retail Management (Fidenza Village) s.r.l (registered number 03717870962) whose registered office is at Fidenza, Via San Michele Campagna, Località Chiusa Ferranda, with company number 22467, (“us” or “we”). Our VAT number is: 03717870962
2. By uploading your photos or videos, or agreeing for your photos or videos to be uploaded to our Website, or by using specific Fidenza Village or Value Retail hashtags or @handle (i.e. #FidenzaVillage, #TheCreativeSpot or @FidenzaVillage), you agreed to be bound by these terms and conditions and the general terms and conditions of use of our Website, which can be found at <http://www.fidenzavillage.com/en/legal/terms-conditions>. These terms are subject to change from time to time. Any changes we may make to these terms will be posted on this page. Please ensure that you revisit and review these terms regularly as you will be deemed to have accepted, and will be bound by, such changes if you continue to use our Website after the posting of any changes to these terms.
3. We will select photos or videos (“Content”) at our absolute discretion and are under no obligation to use all or any Content that is submitted. We send the owner of the image a public message asking them to provide us permission using a set hashtag (ex/ #YesVR) with a link to the terms and conditions associated with the usage. Only if the user responds with the correct hashtag, can we push the piece of Content live on the website by clicking the ‘publish’ button on the piece of UGC.
4. We reserve the right to make additions or deletions to the text or graphics (including editing any photograph(s) or graphic material) and to refuse, suspend, terminate, or otherwise remove the publication of your Content.
5. If Content that you have uploaded or made available to us is selected, it means that your Content will be displayed or appear on either the homepage widget or in the social Gallery. On the new website, UGC may appear on other pages such as Getting Here, Campaign Pages etc. Other users will be able to view, and have access to, your Content and will be able to elect to share the same via social media sites (including, Facebook, Twitter, Pinterest, Instagram etc.) or including them in any webpage, according to each social media sites Terms & Conditions.
6. By uploading your Content and providing us permission using the set hashtag, or agreeing for your Content to be uploaded by us, you hereby agree that all your submissions of Content will be treated as non-proprietary and non-confidential and may be made available to the general public and used by us without restriction.
7. By uploading your Content and providing us permission using the set hashtag, or agreeing for your Content to be uploaded by us, you hereby grant us and the Customer Brand (defined below) a non-exclusive, royalty-free, worldwide, for the maximum legal protection term, transferable, revocable, and fully sub-licensable right to use, reproduce, modify, adapt, publish, republish, assign, translate, edit, create derivative works from, distribute, transmit, disseminate and display any of your Content, as well as you name, Instagram, Twitter, Facebook ID profile picture, image, likeness, comments, posts, statements or other information, in the Social section of our website, alone or as part of other works, for the purpose of promoting our Villages, events, promotions or any other promotional purpose.
 - a. By way of definition, “Customer Brand” means Value Retail PLC (Registered Number 2782532), its shareholders and affiliates; and any company or entity, and its affiliates, to which Value Retail PLC and its affiliates licenses or provides services;
8. You warrant and undertake that:

- a. your Content does not depict anything which is unlawful, threatening, libellous, defamatory, obscene, pornographic or profane, could constitute or encourage conduct that would be considered a criminal offence or breach of any law or contains anything inappropriate or anything else contrary to common standards of taste and decency, or that is deliberately intended to upset other users, and that accompanying comments (if any) are not defamatory or disparaging about us or the Customer Brand, or any third parties;
- b. your Content does not constitute or contain software viruses, commercial solicitation, chain letters, mass mailings or any form of "spam";
- c. you will not use a false email address, impersonate any person or entity or otherwise mislead us as to the origin of your Content;
- d. you are the legal and beneficial owner of all the intellectual property rights in your Content (other than any third party logos, brand names or artwork featuring in your Content), that it is your original work and does not infringe any third party rights including patents, trademarks, copyright or unregistered rights.
- e. you have the full legal right, power and authority to grant us the licence provided for herein;
- f. you have obtained all relevant rights and written permission from individuals featuring in your Content, and that your Content does not feature anyone under the age of 18 unless it is your own child (you being the legal representative) and that you have that child's consent;
- g. you hereby waive and agree not to assert (and warrant that all individuals featured have waived and agreed not to assert) any moral rights in, and in connection with, your Content; and
- h. if necessary, you agree to do all such other things and execute such other documents as we may reasonably request in order to allow us to use your Content as contemplated in these terms and conditions.

9. You agree to indemnify us against any third party liabilities, claims, costs, loss or damage we incur as a result of publishing any of your Content.

10. Our Website may include the opinions, statements and other content of third parties. We are not responsible for screening, monitoring or verifying such content, including such content's accuracy, reliability or compliance with copyright or other laws. Any opinions, statements or other materials made available by third parties are those of such third parties and not of us or the Customer Brand, and we and the Customer Brand do not endorse any such opinions, statements or materials.

11. You acknowledge and agree that we have no control over, and shall have no liability for any damages resulting from, the use (including without limitation, re-publication) or misuse by any third party of information voluntarily made public through any use of our Website. If you choose to make any of your personally identifiable information or other information and/or your Content available for use by us, you do so at your own risk.

12. It is not possible for us to be aware of the contents of each comment or review displayed on, or information, materials, products, and/or services available through, our Website (or any portion or portions of it). We operate on a "notice and takedown" basis. If you believe that any comment or review displayed on, or information, materials, products and/or services available through our Website (or any portion or portions of it) contains a defamatory statement, please notify us immediately by writing to us at Legal Team, Fidenza Village, Fidenza, Via San Michele Campagna, Località Chiusa Ferranda, or by e-mailing us at legal@fidenzavillage.com. On receipt of notice by you, we will make all reasonable endeavours to remove the defamatory content complained about within a reasonable time.

13. Any personal data included in your contents will be added to a file owned by Value Retail Management Italy s.r.l., in order to manage the contents displayed and the consents given by submitting those contents. If you wish to exercise your rights to access, correct, delete or challenge your personal data held, please contact us by writing letter to the following address: Fidenza Village, Fidenza, Via San Michele Campagna, Località Chiusa Ferranda or via

e-mail to the address: Legal@fidenzavillage.com, providing your personal details, including your address and proof of identity (such as, for example, a copy of your National Identity Card, drivers license or other documentation that confirms your name address).

14. Our Website is controlled and operated by use from our offices in Italy. These terms and all matters arising from or relating to these terms and this Website shall be governed by Italian

law. The Italian courts shall have non-exclusive jurisdiction to settle any disputes, which may arise out of or in connection with these terms or use of our Website.

15. These terms contain the entire understanding between you and us with respect to the use of our Website and the uploading of Content to our Website. No representation, statement, inducement (oral or written) not contained in these terms (as updated from time to time) shall be binding on either your or us.

16. Each of the provisions of these terms is severable. If any provision of these terms is, or becomes, illegal, invalid or unenforceable under the law of any jurisdiction, such provision shall be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law. The remaining provisions of these terms shall remain in full force and effect.

17. If you have any questions or complaints regarding these Terms or any other matter, you may contact us by writing to us at Legal Team, Fidenza Village, Fidenza, Via San Michele Campagna, Località Chiusa Ferranda, or by e-mailing us at legal@fidenzavillage.com