

User Generated content - Right via Response – Terms and Conditions.

We are sending you a request in the comment section of the users post or via personal message because you made a post that we wish to feature and share (“**Content**”). The Content is shown above this message. By replying #sbdanz and @[dewalt_australia] to our comment, you acknowledge that you have read and accepted the terms and conditions set out below:

You hereby licence and grant, STANLEY BLACK AND DECKER AUSTRALIA PTY LTD (ABN 82 000 021 938) of Level 2, 810 Whitehorse Road, Box Hill, Vic 3128 (“**SB&D**” “**us**”, “**our**” or “**we**”), our affiliates, related bodies corporate including parent entities, retailers and sub-licensees a non-exclusive, royalty-free, perpetual, worldwide, transferable and sub-licensable right to use, reproduce, modify, adapt, publish and display your Content in whole or in part for any purpose, including but not limited to future promotional, marketing or publicity purposes, in any SB&D social media channels (including but not limited to Instagram and Facebook), without compensation, restriction on use, or liability. You grant us the sole discretion to determine whether to include attribution to you in any Content display.

You hereby represent and warrant that: (i) you are the rightful operator of the relevant account hosting the Content, and no other person can lay claim to the account; (ii) your personal details submitted for the purpose of this licence (if applicable) to SB&D are correct and true; (iii) you are the exclusive owner of all registered and unregistered rights (including all intellectual property rights) in your Content, you have the right to license these rights and your Content does not infringe the rights of any third party; (iv) the Content is true, accurate, complete and not false or misleading; and (v) the Content is not defamatory, obscene, objectionable with respect to race, religion, origin or gender and will not cause SB&D to breach any law, regulation and/or code.

By giving consent to SB&D to publish your Content, you hereby warrant that you have obtained all consent/s and approval/s from any third parties whose image or other material appears in the Content for SB&D to use, edit, alter, reproduce, exhibit, distribute, and otherwise exploit any name, voice, likeness, or personal image that exists in connection with the Content, for any purpose, including but not limited to future promotional, marketing or publicity purposes, in any SB&D social media channels, without compensation, restriction on use, attribution or liability.

You hereby consent to all or any acts or omissions by SB&D or persons authorised by SB&D which may infringe any creator’s moral rights that you or any other party may have in the Content, as described in Part IX of the *Copyright Act 1968 (Australia)*.

The Content shall include all photographs, text, files, documents, information, graphics, images, videos, sound, illustrations, works of authorship, social media profile names and/or handles and hashtags and any information (including personally identifiable, metadata and location information) contained in the Content and all intellectual property rights therein.

By accepting these terms and conditions, you affirm that you are either 18 years of age or older, or an emancipated minor or possess legal parental or guardian consent. You also affirm that you are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these terms and conditions, and to abide by and comply with these terms and conditions.

SB&D may collect any personal information that is contained in the Content. SB&D will use and handle personal information as set out in its Privacy Policy, which can be viewed at <https://www.stanleyblackanddecker.com/privacy-policy>.

You release SB&D, its affiliates and dealers, and each of their respective officers, directors, employees, contractors, business partners and agents and their successors and assigns from any and all liability with respect to whatever manner they use the Content.

If you change your mind about sharing your Content, or you do not want SB&D to contact you about your Content again, please contact us at the following address: <https://www.stanleyblackanddecker.com/privacy-policy>.

User Generated content - Rights Approved Force – Terms and Conditions.

We have sent you a request for one of your posts that we wish to feature and share (“**Content**”). Content shown on the previous page. By accepting our request, you acknowledge that you have read and accepted the terms and conditions set out below:

You hereby licence and grant, STANLEY BLACK AND DECKER AUSTRALIA PTY LTD (ABN 82 000 021 938) of Level 2, 810 Whitehorse Road, Box Hill, Vic 3128 (“**SB&D**” “**us**”, “**our**” or “**we**”), its affiliates, related bodies corporate including parent entities, retailers and sub-licensees a non-exclusive, royalty-free, perpetual, worldwide, irrevocable, transferable and sub-licensable right to use, reproduce, modify, adapt, publish and display your Content in whole or in part for any purpose, including but not limited to future promotional, marketing or publicity purposes, in any media (including but not limited to SB&D operated websites and social media channels), without compensation, restriction on use or liability. You grant us the sole discretion to determine whether to include attribution to you in any Content display.

You hereby represent and warrant that: (i) you are the rightful operator of the relevant account hosting the Content, and no other person can lay claim to the account; (ii) your personal details submitted for the purpose of this licence to SB&D are correct and true; (iii) you are the exclusive owner of all rights (including all intellectual property rights) in your Content, you have the right to license these rights and your Content does not infringe the rights of any third party; (iv) the Content is true, accurate, complete and not false or misleading; and (v) the Content is not defamatory, obscene, derogatory, pornographic, sexually inappropriate, violent, abusive, harassing, threatening, objectionable with respect to race, religion, origin or gender and will not cause SB&D to breach any law, regulation and/or code.

By giving consent to SB&D to publish your Content, you hereby warrant that you have obtained all consent/s and approval/s from any third parties whose image or other material appears in the Content for SB&D to use, edit, alter, reproduce, exhibit, distribute, and otherwise exploit any name, voice, likeness, or personal image that exists in connection with the Content, for any purpose, including but not limited to future promotional, marketing or publicity purposes, in any media (including but not limited to SB&D operated websites and social media channels), without compensation, restriction on use, attribution or liability.

You hereby consent to all or any acts or omissions by SB&D or persons authorised by SB&D which may infringe any creator’s moral rights that you or any other party may have in the Content, as described in Part IX of the *Copyright Act 1968 (Australia)*.

The Content shall include all photographs, text, files, documents, information, graphics, images, videos, sound, illustrations, works of authorship, social media profile names and/or handles and hashtags and any information (including personally identifiable, metadata and location information) contained in the Content.

By accepting these terms and conditions, you affirm that you are either 18 years of age or older, or an emancipated minor or possess legal parental or guardian consent. You also affirm that you are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these terms and conditions, and to abide by and comply with these terms and conditions.

SB&D may collect any personal information that is contained in the Content. SB&D will use and

handle personal information as set out in its Privacy Policy, which can be viewed at <https://www.stanleyblackanddecker.com/privacy-policy>. Through use of Stackla, certain personal information may be obtained by Stackla for the purposes of providing service to you and us. A copy of Stackla's privacy policy can be found here: <https://stackla.com/privacy-policy/>.

You release SB&D, its affiliates and dealers, and each of their respective officers, directors, employees, contractors, business partners, retailer partners and agents and their successors and assigns from any and all liability with respect to whatever manner they use the Content.

If you change your mind about sharing your Content, or you do not want SB&D to contact you about your Content again, please contact us at the following address: <https://www.stanleyblackanddecker.com/privacy-policy>.