

## TERMS OF SUBMISSION

These Submission Terms apply to your submission of ratings, reviews, comments, photos, videos, questions and answers, and other user-generated content associated with an assessment of the products or services ("Review") purchased from the brand or retailer (the "Brand") for which you are submitting the Review. You may submit a Review to a Brand or to a loyalty program administrator or similar third party who contacts you about a purchase ("Loyalty Administrator"). These Submission Terms are supplemental to and incorporated by reference into any online terms and conditions located on the Brand's website(s) or the website(s) of a Loyalty Administrator when you submit your Review ("General Terms"). To the extent that any provisions of these Submission Terms are inconsistent with the terms of the General Terms, the terms these of Submission Terms shall govern.

**Privacy:** The collection and use of personal information in connection with your Reviews(s) and your access to and use of the Brand's or Loyalty Administrator's website(s) are described in the posted privacy policy on the website(s) through which you submit your Review.

**How to Submit Review:** In order to submit a Review, you may be asked to create an account with the Brand or Loyalty Administrator, or otherwise asked to submit information, such as your name, email address, and other information about you and your personal experience.

### Who May Post:

- You may submit a Review if you have had a personal experience with the Brand's product or service. Please do not submit a Review if you have yet to make a purchase or have no experience with the specific product or service or with the Brand.
- You may not use a false e-mail address, impersonate any person or entity, or otherwise mislead the Brand or others as to the origin of any Review.
- Your Review should be objective and unbiased.
- **PLEASE NOTE:** If you have any affiliation with the Brand, a Loyalty Administrator (if applicable), PowerReviews, or any other relevant party, you **must** clearly disclose that, in plain language, at or near the beginning of your comments. This includes:
  - Any situation in which you've received anything of value from the Brand, a Loyalty Administrator, PowerReviews, or any other relevant party – such as free or discounted products or services, money, a sweepstakes entry, loyalty points, access to events, or coupons – in exchange for writing the review.
  - If you work for (or own) Brand, a Loyalty Administrator, PowerReviews, or any other relevant party.

### Your Review Must Be:

1. **Relevant.** Your Review should only concern your experience with a product or service you purchased, and should not include irrelevant comparisons or references to websites, hyperlinks, URLs, etc. that are not associated with the Brand's website(s). This form is only a forum to evaluate your experience about a product or service you have purchased; if you have a request about your order, please contact the Brand's customer support.

2. **Honest and Accurate.** Your Review should be honest about who you are and what you have experienced, whether positive or negative, and you should state your opinion truthfully and accurately.
3. **Original and Solely Written by You.** You must write the review entirely yourself. It must be original to you and not written with the help of any person or technology

**Your Review Must Not Include:**

1. **False or Misleading Content.** Do not post any content that is false, fraudulent, defamatory, libelous, or otherwise untruthful.
2. **Profane or Obscene Content.** Do not post content that is profane, obscene, offensive, illicit, or otherwise inappropriate, including content that is pornographic or otherwise adult-oriented or sexually explicit, or indecent. Do not post any content that includes discriminatory comments that are connected to race, national origin, gender, sexual orientation, or physical handicap.
3. **Infringing Content.** Do not post any content that infringes, misappropriates, or violates the intellectual property rights of any third party, including without limitation, copyright (including moral rights), trademark, trade secret, or rights of privacy or publicity. If you upload photos, link to embedded videos, or otherwise include images of real people with your Review, make sure you have their express permission. Your Review should not contain any visible logos, phrases or trademarks, or other third-party materials, other than those associated with us. Your review must (i) not contain any content that was not written by you and (ii) be original to you.
4. **Private Content.** Do not include any contact information in your Review, or any other personally identifiable information. Remember that all Reviews are public so do not post anything that you do not want to share with the general public (for example, your address, telephone number, financial information, etc.).
5. **Advertising Content.** Do not post content that advertises or promotes another product or service or any kind of commercial solicitation, including as a way to raise money.
6. **Illegal or Harmful Content.** Your Review(s) may not promote any illegal activity or violate any law, statute, ordinance or regulation. Do not post any content that threatens, harasses, abuses, harms, or causes injury to others, or otherwise promotes violence. If you do submit a Review that is illegal or in violation of applicable law, we reserve the right to take action that we deem appropriate, in the Brand's sole discretion, including reporting you to the proper governmental or law enforcement authorities.
7. **Duplicate Content.** Do not post the same content more than once.
8. **Damaging Content.** Your Review must not include any malware, spyware, viruses or similar harmful code or content.
9. **Anything that violates the Brand's Policies:** Your Review must comply with any General Terms or other applicable posted policy

**The Brand reserves the right, but not the obligation, to refrain from publishing, or to remove, any content from the Brand's site, including where content violates these Submission Terms or any General Terms.**

**License to Use Review:** You remain the owner of your Review, but you acknowledge that the Brand must have a license from you in order to accept your Review. Accordingly, you grant to the Brand and any parent, subsidiaries, affiliates, suppliers, vendors, and service providers (including but not limited to PowerReviews, Inc., collectively, the "Licensees") an unrestricted, worldwide, irrevocable, perpetual, transferable and royalty-free license (but not obligation) to – at any time and without restriction – host, use, edit, copy, publish, distribute, display, perform,

reproduce, translate, store or otherwise use or exploit all or any portion of your Review and use your name, nickname, username, appearance, likeness, image, and any other means by which you have identified yourself through your Review(s) for any purpose whatsoever in all formats, on the Brand's site and other sites and venues, including other websites, apps, kiosks, in-store displays, and across the Internet, and on or through any media, technology or device now known or hereafter developed, without any additional notice, permission, approval, or compensation.

You agree that the Brand is free to use any ideas or concepts contained in any Review for any purposes whatsoever, including, without limitation, developing, manufacturing and marketing the Brand's products or services, additional features and services, and creating informational articles, without any payment of any kind to you. To the fullest extent permitted, you waive any moral rights you may have in any Review you submit.

The Brand will not have any obligation to you with regard to your Review and the Brand may or may not monitor, display, or accept your Review and may delete it at any time. The Brand takes no responsibility and assumes no liability for any Review submitted by you or any third party.

**What You Represent By Submitting a Review:** By submitting a review you represent and warrant that: (i) you, to the extent applicable, either: are the sole author of and own the rights to the Review(s) you submit and you have the right to grant all of the rights and licenses in these Submission Terms or you have all necessary rights and licenses from the owner(s) of these rights to enter into these Submission Terms and grant the license above; (ii) you are solely and entirely responsible for the Review that you submit and it is honest and accurate; (iii) you reside in and are a legal resident of the United States; and (iv) the Review you submit does not violate these Submission Terms and the Brand's General Terms.

**Indemnification:** To the fullest extent permitted by applicable law, you agree to defend, indemnify, and hold the Brand and any Loyalty Administrator and each of their parents, subsidiaries, affiliates, directors, officers, employees, agents, contractors, interns, suppliers, vendors, service providers (including but not limited to PowerReviews, Inc.), licensors, or other representatives of each of them harmless from and against any and all claims, demands, investigations, liabilities, judgments, settlements, including damages, costs and expenses, or reasonable attorneys' fees, made by any third party, due to or arising from or related to a breach of your representations and warranties set forth above or in any way related to the content you submit to the Brand, including without limitation, infringing or misappropriating the intellectual property of a third party.

**June 2024**