

## PENCARRIE CUSTOMER CONTENT TERMS OF USE

In these Terms, we refer to PenCarrie Limited (whose registered office is at PenCarrie House, South View Estate, Willand, Cullompton, Devon EX15 2QW) as "**We**", "**Us**" and "**Our**" and we refer to the contracting party who accesses the Image Centre and/or otherwise obtains Content from PenCarrie as "**You**", "**Your**" and "**Yourself**".

### 1 DEFINITIONS AND INTERPRETATION

1.1 In these Terms of Use, the following terms have the following meanings:

<b>"Annex"</b>	means an annex to these Terms of Use;
<b>"Content"</b>	means any digital content provided to You by or on behalf of PenCarrie (including any and all digital content supplied by or through the Website or the Image Centre or through any Full Collection Website), in whatever medium or form, including but not limited to text, graphics, images (including Model Imagery), video, sound, information, data, metadata or other materials, and shall include both material developed by or on behalf of Us and Third Party Brand Content;
<b>"Full Collection Website"</b>	any white-label website provided to You by Us, including but not limited to Our Full Collection and Full Collection Pro websites;
<b>"Image Centre"</b>	means the Image Centre pages of Our Website on which the Content is made available to You;
<b>"Intellectual Property Rights"</b>	patents, utility models, rights to inventions, copyright and neighbouring and related rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;
<b>"Licence"</b>	the licence granted to You by Us under clause 3.2 of these Terms of Use;
<b>"Model Imagery"</b>	means any Content which includes imagery (whether still or moving) which displays a Product on a human model;
<b>"Product"</b>	the products made available for sale to You (for onward sale to Your customers) by Us, as depicted in the Content;

<b>"Special Terms"</b>	means those terms and conditions, set out in Annex 2, that are specific to certain Third Party Brand Content (and which are required by the relevant Third Party Brands of such Third Party Brand Content), and which take precedence over these Terms of Use in the event of any inconsistency;
<b>"Terms of Use"</b>	means these Terms of Use as set out in clause 1 to 11 of these terms and each Annex thereto;
<b>"Term"</b>	shall have the meaning given to it under clause 3.4;
<b>"Territory"</b>	means the UK and the European Union;
<b>"Third Party Brands"</b>	means each of the third party organisations listed in Annex 1 that supply Third Party Brand Content to Us;
<b>"Third Party Brand Content"</b>	means any Content developed and/or supplied by a Third Party Brand;
<b>"Third Party Brand Content Terms"</b>	the terms and conditions, links to which as set out at Annex 3, that are specific to certain Third Party Brand Content (and which are required by the Third Party Brands of such Third Party Brand Content), and which take precedence over these Terms of Use in the event of any inconsistency; and
<b>"Website"</b>	means PenCarrie's website, currently accessible at <a href="http://www.pencarrie.com">www.pencarrie.com</a> .

## 2 **BASIS OF CONTRACT**

- 2.1 These Terms of Use (including its Annexes and, where applicable, the Third Party Brand Content Terms) govern the relationship between Us and You where You obtain or use the Content. Where these Terms of Use are not expressly accepted by You, they will be deemed to have been accepted by You, and You agree to be bound by these Terms of Use when: (a) You obtain Content from Us through any means; (b) You access and use any part of the Website and/or Image Centre; and/or (c) You access and use any Full Collection Website provided by Us. If You do not agree with any of the Terms of Use that apply to Our Website, Image Centre and Full Collection Websites, then You must not use the Website, Image Centre and/or Full Collection Website.
- 2.2 These Terms of Use together its Annexes and, where applicable, the Third Party Brand Content Terms, constitute the entire agreement between the parties relating to the supply of Content to You by Us. If there is an inconsistency between any of the provisions of these Terms of Use, its Annexes and/or the Third Party Brand Content Terms, the following order of precedence shall prevail:
- 2.2.1 the terms of any applicable Third Party Brand Content Terms;
  - 2.2.2 the terms of the Annexes; and

- 2.2.3 any term of these Terms of Use.
- 2.3 You acknowledge that you have not relied on any statement, promise or representation made or given by or on behalf of Us which is not set out in these Terms of Use. Nothing in this clause 2.3 shall limit or exclude any liability for fraud.
- 2.4 We may change these Terms of Use or withdraw any Content provided under these Terms of Use at any time. We will publish any such changes on Our Website. If We need to change the Terms of Use or make a withdrawal of Content which affects Your use of Content (including, for example, where such a change or withdrawal is required by the Third Party Brands or because of a change in legislation, regulations or a decision by a competent court), We will notify You of that change (with such prior notice as is reasonably practicable in the circumstances) by publishing details of the change or withdrawal of Content on the Website and/or by giving You written notice by email.
- 2.5 If any Content provided under these Terms of Use is withdrawn as a result of a variation under clause 2.4, save to the extent that You are permitted to retain such Content for archive purposes under clause 8.2.3, You shall immediately cease to use such Content and within 30 days of the withdrawal and variation of these Terms of Use:
- 2.5.1 destroy (or at PenCarrie's option return) all such withdrawn Content, in any media, which You hold or are responsible for; and
- 2.5.2 provide, at PenCarrie's request, a sworn statement by a duly authorised person that you no longer hold such Content.
- 2.6 These Terms of Use shall prevail at all times to the exclusion of all other terms and conditions including any terms and conditions which You may purport to apply even if such other provisions are submitted in a later document or purport to exclude or override these Terms of Use and neither the course of conduct between parties nor trade practice shall act to modify these Terms of Use.
- 3 GRANT OF LICENCE**
- 3.1 This clause 3 is subject to the provisions of the Annexes and the Third Party Brand Content Terms in respect of certain Third Party Brand Content. You must comply with those Special Terms and/or Third Party Brand Content Terms (in addition to these Terms of Use) which apply to Your use of Third Party Brand Content.
- 3.2 In consideration of the mutual benefit received by the parties through Your promotion of the Products, We hereby grant You a non-exclusive, royalty-free, non-transferable licence to use the Content during the Term to do the following acts in the Territory, subject to the other provisions of these Terms of Use, for the purpose of promoting the Products and/or Your business:
- 3.2.1 to use, publish and distribute the Content on any website(s) owned or operated by You (including any Full Collection Website provided to You by Us), and/or, on any shop operated by You on a third party marketplace;
- 3.2.2 to use, publish and distribute the Content on any social media account owned or operated by You (including Facebook, Instagram, X (formerly Twitter), YouTube, Threads or such other social media networks);

- 3.2.3 to use, publish and distribute the Content in any digital marketing assets (including in email and web banners and within online adverts for the Products) which You produce to promote the Products and/or Your business;
  - 3.2.4 to use, publish and distribute the Content in any digital or printed brochures which You produce to promote the Products and/or Your business;
  - 3.2.5 to use, publish and distribute the Content in large format printed marketing materials (including billboards and large print on exhibition stands) created by You to promote the Products and/or Your business;
  - 3.2.6 to use, publish and distribute the Content in any point of sale marketing materials (including roller banners, posters, stands and displays) that You produce and display to promote the Products and/or your business;
  - 3.2.7 to use, publish and distribute the Content in any business signage (including in window graphics and vehicle wraps) that You produce and display to promote the Products and/or your business; and
  - 3.2.8 to use, publish and distribute Content which is moving imagery and/or video content on: (a) any website(s) owned or operated by You, and/or, on any shop operated by You on a third party marketplace; (b) any social media account owned or operated by You; (c) any digital marketing assets created or used by You to promote the Products and/or Your business; and/or (d) large format printed marketing materials used or created by You to promote the Products and/or Your business.
- 3.3 You shall use, publish, distribute and reproduce the Content in its original form and shall not alter, change or modify Content in any way without first obtaining Our (and/or, where applicable, the relevant Third Party Brand's), prior written consent, save that You may;
- 3.3.1 alter the image size and/or resolution, dictate the positioning and recolour Content so to match the colours within the relevant style SKU; and
  - 3.3.2 add a logo, slogan or print to the image for the purpose only of displaying the Product with the end customer's proposed customisation;
- 3.4 The Licence granted under these Terms of Use will commence on 9 December 2024 and, unless either party terminates the Licence in accordance with these Terms of Use, shall continue until (and including) 31 December 2025 when it shall expire automatically without notice ("**Term**"). Following the expiry of the Licence in accordance with this clause, the provisions of clause 8.2 shall apply.
- 3.5 For the purposes of the Licence granted under these Terms of Use, use in the Territory will be deemed to have occurred where Content is reproduced in any promotional or marketing materials and/or assets which are actively marketed or directed at the Territory. Incidental receipt or access of such materials and/or assets from outside the Territory will not amount to a breach of the Licence.

- 3.6 You shall not use the Content for any purpose other than as expressly permitted under these Terms of Use unless authorised to do so in a separate licence agreement. You shall not be entitled to resell or sub-licence any Content (or otherwise supply products incorporating such Content) for commercial sale or licence (save that You may sell the Products).
- 3.7 You agree that the licensed use of Content pursuant to these Terms of Use always excludes use by any of Your subsidiaries, holding companies or subsidiaries of such holding companies (as such terms are defined in section 1159 of the Companies Act 2006) (in each case as applicable). You agree, and shall procure, that any such company or entity shall enter into a separate licence with Us.
- 3.8 We (and each of the Third Party Brands) reserve the right to use and to license others to use the Content in the Territory without recourse to You.
- 3.9 Any failure to comply with these Terms of Use shall entitle Us to terminate the Licence granted in these Terms of Use immediately, without further notice to You.

#### **4 YOUR OBLIGATIONS**

##### **4.1 You shall:**

###### **4.1.1 ensure that Content is used to advertise and/or promote only:**

4.1.1.a the Product(s) depicted within the Content;

4.1.1.b the Third Party Brand that supplied the relevant Content (and not any third party); and/or

4.1.1.c Your or Our business;

###### **4.1.2 ensure that any advertising that appears against or in conjunction with the Content complies with:**

4.1.2.a all applicable law and regulations; and

4.1.2.b any guidelines, policies or restrictions as We may notify You from time to time;

4.1.3 conduct all publicity and promotion of the Content professionally and responsibly and in a manner that is not detrimental to Our or the Third Party Brands' interests; and

4.1.4 comply with Our (or the Third Party Brand who supplied the relevant Content) reasonable instructions and/or directions surrounding use of the Content.

##### **4.2 You shall not:**

###### **4.2.1 use the Content:**

4.2.1.a for any reason other than is set out in clause 3 above;

- 4.2.1.b outside Territory;
    - 4.2.1.c in any way that could be misleading, deceptive or unlawful or which renders the Content obscene or defamatory; or
    - 4.2.1.d in any way which is detrimental to Our or any Third Party Brand's brand, business or reputation;
  - 4.2.2 position, display, publish or use the Content in any way that could:
    - 4.2.2.a imply any association with or endorsement by Us or any Third Party Brand of any other content or materials;
    - 4.2.2.b change the meaning or interpretation of the Content due to its presentation on pages containing other content or materials; or
    - 4.2.2.c adversely affect the value of the Content (including any embedded trade marks or logos);
  - 4.2.3 delete or alter any intellectual property protection notices (including without limitation copyright notices or trade mark notices) from the Content (including those of any Third Party Brand);
  - 4.2.4 do or allow anything to be done which would or might prejudice Our or any Third Party Brand's rights in or to the Content or which might suggest that We or they have any title or interest in the Content other than the Licence granted under these Terms of Use;
  - 4.2.5 hold Yourself out or describe Yourself as the agent of PenCarrie or any of the Third Party Brands;
  - 4.2.6 make any representations, undertake any acts or allow anything to be done which might indicate that You have any right, title or interest in or to the Content (including in or to any of Our or the Third Party Brands' trade marks or logos which may be incorporated in the Content) other than under the Licence granted under these Terms of Use;
  - 4.2.7 save as expressly permitted under this Terms of Use, permit or allow others to, edit, adapt, modify, alter or make additions to the Content in any way;
  - 4.2.8 file any application, jeopardise, challenge, or invalidate any registration or application of or for any trade mark or logo included or embedded in the Content; or
  - 4.2.9 use, register or attempt to register any name, mark, logo, brand, domain name or URL that is confusingly similar to Our or any Third Party Brand's trade mark or logo which is included or embedded in the Content.
- 4.3 You shall indemnify PenCarrie and the Third Party Brands against all liabilities, damages, penalties, costs, expenses (including legal expenses on an indemnity basis) or other loss suffered or incurred by PenCarrie and/or any Third Party Brand in relation any breach or alleged breach of the obligations under these Terms of Use by You.

## **5 INTELLECTUAL PROPERTY RIGHTS**

- 5.1 You acknowledge and agree that all Intellectual Property Rights in the Content, including all goodwill arising as a result of Your use of the same, shall vest in and shall be and remain the sole and exclusive property of PenCarrie and/or the Third Party Brands and nothing in these Terms of Use shall transfer, assign or grant any rights to You (save for the licence as set out above).
- 5.2 To the extent that any Intellectual Property Rights arise through Your use of the Content in accordance with these Terms of Use, including in relation to the creation of any edits or modifications where expressly permitted by these Terms of Use, such rights will belong to PenCarrie, and by way of present and future assignment, are hereby assigned to Us.
- 5.3 You agree to promptly notify Us as soon as You become aware of any actual, suspected or threatened infringement of Our or any Third Party Brand's Intellectual Property Rights and You agree to give Us and/or the Third party Brand all reasonably required assistance in pursuing any potential infringement.

## **6 WARRANTIES**

- 6.1 You represent and warrant that:
- 6.1.1 Your use of the Content will be in accordance, with and will not violate, any applicable law, regulation or code of practice and that You will maintain any permissions or certificates as required by the same in respect of Your use of the Content; and
  - 6.1.2 You shall only use the Content as permitted by and in accordance with these Terms of Use.
- 6.2 Other than as set out in this clause 6, and subject to clause 7.1, all other warranties, conditions, terms, undertakings or obligations whether express or implied are hereby excluded to the fullest extent permitted by law.

## **7 LIABILITY**

- 7.1 Nothing in these Terms of Use excludes or limits either party's liability for death or personal injury caused by that party's negligence or wilful default and the remainder of this clause 7 is subject to this provision.
- 7.2 Save as set out in clause 7.1, We shall not be liable in contract, tort (including negligence) or for breach of statutory duty or in any other way for:
- 7.2.1 any indirect or consequential losses;
  - 7.2.2 loss arising from or in connection with loss of revenues, profits, contracts or business or failure to realise anticipated savings; or
  - 7.2.3 loss of goodwill or reputation.

- 7.3 Save as set out in clause 7.1, Our total aggregate liability howsoever arising under or in connection with these Terms of Use shall not exceed the sum of £1,000.
- 7.4 We shall not be liable for any other claim that is not notified within 6 months of the date of the issue becoming apparent.
- 7.5 You shall have no claim or recourse against any Third Party Brand.
- 7.6 You acknowledge and agree that We do not warrant that the online supply of the Website, Image Centre or Content will be: uninterrupted or error free or provide any particular facilities or functions; free from defects; free from software viruses; free of error from computer malfunction, inaccurate processing; free from corruption of data whilst geo-coding, processing by computer or electronic means or in the course of transmission; or similar, although We will use reasonable endeavours to correct any such issues within a reasonable period of them becoming known. We will not be liable to You or to any other person in the event that all or any part of Our Websites and/or Image Centre is discontinued, modified or changed in any way. Time shall not be of the essence in providing the Website, Image Centre or Content.

## **8 TERMINATION**

- 8.1 We may terminate this Licence at any time with immediate effect by giving You written notice if:
- 8.1.1 You are in breach of these Terms of Use and, if such breach is capable of remedy, You fail to remedy the breach within 14 days of written notice from Us specifying the breach and requiring it to be remedied; or
- 8.1.2 You have a receiver or administrative receiver or administrator appointed over You or any part of Your undertaking or assets or shall pass a resolution for winding up (otherwise than for the purpose of a bona fide scheme of solvent amalgamation or reconstruction) or if a court of competent jurisdiction shall make a request to that effect or if You become subject to an administration request or enter into a voluntary arrangement with Your creditors or shall cease or threaten to cease to carry on business or if You are presented with a bankruptcy petition.
- 8.2 In the event of the termination or expiry of this Licence:
- 8.2.1 You shall, subject to clause 8.2.3, immediately cease to use the Content;
- 8.2.2 You shall, subject to clause 8.2.3, within 30 days of such termination or expiry, destroy all Content in any media which You hold or for which You are responsible;
- 8.2.3 except in the event of termination by Us under clause 8.1, You may retain the Content in an archive following expiry of this Licence for the sole purpose of addressing a complaint or challenge from a third party regarding Your use of such Content during the Term. Your rights under this clause are on condition that: (a) they do not apply to Third Party Brand Content; (b) You shall not disclose Content retained under this clause 8.2.3 to any regulator or other third party except strictly to the extent necessary for the relevant



purpose; (c) You must store such Content separately from any other Content which You hold; and (d) subject to clause 7.1, We shall have no liability for Your use of it following termination or expiry of the Licence; and

8.2.4 the parties shall have no further obligations or rights under these Terms of Use, without prejudice to those which have accrued to either party prior to termination or expiry save that clauses 0, 5, 7, 8.2, 8.3, 8.4, 9, 10 and 11 together with those other clauses the survival of which is necessary for the interpretation or enforcement of these Terms of Use or which by their nature can be reasonably interpreted as surviving the expiry or termination of the Licence, shall continue to have effect after such expiry or termination.

8.3 The Third Party Brands may wish to verify that You have complied with your obligations under clause 8.2. You agree to respond to all enquiries of the Content Originators during the period of 90 days following expiry or termination of this Licence to provide evidence to the reasonable satisfaction of the Third Party Brands that You have complied with the obligations under clause 8.2. If a Third Party Brand discovers that You have not complied with Your obligations under clause 8.2, the Third Party Brand may charge You a licence fee in respect of Your use continued use of Content.

8.4 For the avoidance of doubt, any Third Party Brand shall be entitled to enforce any term of these Terms of Use at any time during the term or following termination as if it were a party to them.

## 9 **ASSIGNMENT**

9.1 PenCarrie shall be entitled to assign or transfer this licence as it shall think fit.

9.2 The Licence granted to You is personal to You. You shall not assign, transfer, sublicense or otherwise deal with any of Your rights and obligations under this licence without the prior written consent of PenCarrie.

## 10 **EVENTS BEYOND PENCARRIE'S CONTROL**

Neither party shall be liable for any delay or failure to perform their obligations under these Terms of Use caused by any circumstance beyond their control, and such party shall be entitled to a reasonable extension of time for the performance of such obligation.

## 11 **GENERAL**

11.1 If any provision of these Terms of Use is found by either a court or other competent authority to be void, invalid, illegal, or unenforceable, that provision shall be deemed to be deleted from these Terms of Use and never to have formed part of them and the remaining provisions shall continue in full force and effect.

11.2 No delay, failure or omission on PenCarrie's, or any Third Party Brand's, part in enforcing, exercising or pursuing any right, power, privilege, claim or remedy conferred by or arising under these Terms of Use or by law shall be deemed to be or construed as a waiver of that or any other right, power, privilege, claim or remedy, nor shall any single or partial exercise of any such right, power, privilege, claim or remedy preclude the exercise of that or any other right, power, privilege, claim or remedy.

- 11.3 A person who is not a party to any contract made pursuant to these Terms of Use shall have no right under the Contract (Rights of Third Parties) Act 1999 to enforce any terms of such contract and We shall not be liable to any such third party in respect of the Content, save that any Third Party Brand may enforce any of these Terms of Use against You in accordance with the Contracts (Rights of Third Parties) Act 1999. Notwithstanding any other provisions of these Terms of Use, We may rescind or vary these Terms of Use in accordance with its terms without the consent of the Third Party Brands and accordingly section 2(1) of the Contracts (Rights of Third Parties) Act 1999 shall not apply.
- 11.4 These Terms of Use and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with the laws of England and Wales and each party irrevocably submits to the exclusive jurisdiction of the courts of England and Wales.

**ANNEX 1: CONTENT ORIGINATORS**

Anthem, AWDIs Academy, Ecologie, Just Cool, Just Hoods, Just Polos, Just Ts, So Denim, Pro RTX, Pro, RTX High Visibility, BagBase, Beechfield, Quadra, Westford Mill, Bella+Canvas, Brook Taverner, Canterbury, Kustom Kit, Xpres, Warrior, ADC, Comfort Grip, Dennys, Joseph Alan, Le Chef, Fruit of the Loom, Russell, Gildan, Finden & Hales, Front Row, Henbury, Larkwood, Mumbles, SF, SF Minni, Splashmacs, Tombo, Towel City, Madeira, Magic Touch, BabyBugz, Mantis, Portwest, Premier, Onna by Premier, Brand Lab, Craghoppers, Regatta High-Visibility, Regatta Honestly Made, Regatta Professional, Regatta Safety Footwear, Result, Result Core, Result Genuine Recycled, Result Headwear, Result Safe-Guard, Result Urban, Result Winter Essentials, Result Work-Guard, Spiro, NEOBLU, SOL'S, Stormtech, Flexfit, Tee Jays, Kariban, Kimood, K-UP, Proact, WK Designed to Work, Native Spirit and Yoko.

## ANNEX 2: SPECIAL TERMS

You may use certain Third Party Brand Content in accordance with the Licence granted under the Terms of Use, subject to the following additional Special Terms:

Third Party Brand Content	Applicable variation
<p>Anthem, AWDIs Academy, Ecologie, Just Cool, Just Hoods, Just Polos, Just Ts, So Denim, Pro RTX, Pro and RTX High Visibility</p>	<p>You shall use, publish, distribute and reproduce the Content in its original form and shall <u>not</u> alter, change or modify Content in any way without first obtaining Our (and/or, where applicable, the relevant Third Party Brand's), prior written consent, save that You May;</p> <p>a) alter the image size and/or resolution and dictate the positioning of Content; and</p> <p>b) add a logo, slogan or print to the image for the purpose only of displaying the Product with the end customer's proposed customisation.</p> <p>You may <u>not</u> use, publish or distribute the Content:</p> <ul style="list-style-type: none"> <li>• in any large format printed marketing materials (including billboards and large print on exhibition stands); or</li> <li>• in any business signage (including in window graphics and vehicle wraps).</li> </ul> <p>You may <u>not</u> use, publish or distribute the Content which is moving imagery and/or video content in any large format printed marketing materials (including billboards and large print on exhibition stands).</p>
<p>Bella+Canvas</p>	<p>You shall use, publish, distribute and reproduce the Content in its original form and shall <u>not</u> alter, change or modify Content in any way without first obtaining Our (and/or, where applicable, the relevant Third Party Brand's), prior written consent, save that You may;</p> <p>a) alter the image size and/or resolution and dictate the positioning of Content; and</p> <p>b) add a logo, slogan or print to the image for the purpose only of displaying the Product with the end customer's proposed customisation.</p> <p>You may <u>not</u> recolour the Content for any reason.</p> <p>You may <u>not</u> use, publish or distribute any Content:</p>

	<ul style="list-style-type: none"> <li>• in any large format printed marketing materials (including billboards and large print on exhibition stands); or</li> <li>• in any business signage (including in window graphics and vehicle wraps).</li> </ul> <p>You may <u>not</u> use, publish or distribute the Content which is moving imagery and/or video content.</p>
BagBase, Beechfield, Quadra and Westford Mill	<p>You shall use, publish, distribute and reproduce the Content in its original form and shall <u>not</u> alter, change or modify Content (nor change the colour of any image) in any way without first obtaining Our prior written consent (and, where necessary, We shall seek the relevant Third Party Brand's consent on Your behalf).</p> <p>You may <u>not</u> use Content which is moving imagery or videos for any broadcast use and such Content may be used only across social media and digital platform and/or within tradeshow and/or exhibition environments.</p>
Kustom Kit and Xpres	<p>You may <u>not</u> use, publish or distribute any <u>Content which is Model Imagery</u>:</p> <ul style="list-style-type: none"> <li>• in any large format printed marketing materials (including billboards and large print on exhibition stands);</li> <li>• in any point of sale marketing materials (including roller banners, posters, stands and displays);</li> <li>• in any business signage (including in window graphics and vehicle wraps); or</li> <li>• and which is moving imagery and/or video content, in any large format marketing (including billboards and on exhibition stands).</li> </ul>
Dennys, AFD, Comfort Grip, Joseph Alan and Le Chef	<p>You may <u>not</u> use, publish or distribute any <u>Content which is Model Imagery</u>:</p> <ul style="list-style-type: none"> <li>• in any large format printed marketing materials (including billboards and large print on exhibition stands); or</li> <li>• and which is moving imagery and/or video content, in any large format marketing (including billboards and on exhibition stands).</li> </ul>

<p>Finden &amp; Hales, Front Row, Henbury, Larkwood, Mumbles, SF, SF Minni, Splashmacs, Tombo and Towel City.</p>	<p>You may use Content in any large format printed marketing materials except that Content can be used for large format exhibition stands but <u>not</u> public billboards out with exhibitions.</p>
<p>Madeira</p>	<p>You may <u>not</u> use, publish or distribute any Content.</p>
<p>Portwest</p>	<p>You shall use, publish, distribute and reproduce the Content in its original form and shall <u>not</u> alter, change or modify Content in any way without first obtaining Our (and/or, where applicable, the relevant Third Party Brand's), prior written consent, save that You may;</p> <p>a) alter the image size and/or resolution and dictate the positioning of Content; and</p> <p>b) add a logo, slogan or print to the image for the purpose only of displaying the Product with the end customer's proposed customisation.</p> <p>You may <u>not</u> recolour the Content for any reason.</p> <p>You may use Content in any large format printed marketing materials provided that the image quality is high resolution.</p>
<p>Premier and Onna by Premier</p>	<p>You shall use, publish, distribute and reproduce Content which is Model Imagery in its original form only and shall <u>not</u> alter, change or modify the Content in any way without first obtaining Our (and/or, where applicable, the relevant Third Party Brand's) prior written consent, save that You may alter the image size and/or resolution and dictate the positioning of the Content. You may <u>not</u> add a logo, slogan or print to the image, nor may You recolour the Content.</p> <p>You may <u>not</u> use Content which is <u>Model Imagery</u> for the following acts:</p> <ul style="list-style-type: none"> <li>• to use, publish and distribute the Content: <ul style="list-style-type: none"> <li>▪ in any large format printed marketing materials (including billboards and large print on exhibition stands);</li> <li>▪ in any point of sale marketing materials (including roller banners, posters, stands and displays);</li> <li>▪ in any business signage (including in window graphics and vehicle wraps).</li> </ul> </li> </ul>

	<p>You may <u>not</u> use, publish or distribute any Content which is <u>moving imagery and/or video content</u>, for any purpose or action or in any material.</p>
<p>Regatta Professional, Regatta High-Visibility, Regatta Honestly Made, Regatta Safety Footwear and Craghoppers</p>	<p>You shall use, publish, distribute and reproduce the Content which is Model Imagery in its original form and shall <u>not</u> alter, change or modify Content in any way without first obtaining Our (and/or, where applicable, the relevant Third Party Brand's), prior written consent, save that You may;</p> <p>a) alter the image size and/or resolution and dictate the positioning of Content; and</p> <p>b) add a logo, slogan or print to the image for the purpose only of displaying the Product with the end customer's proposed customisation.</p> <p>You may <u>not</u> recolour the Content for any reason.</p> <p>You may <u>not</u> use Content which is <u>Model Imagery</u> for the following acts:</p> <ul style="list-style-type: none"> <li>• to use, publish and distribute the Content: <ul style="list-style-type: none"> <li>▪ in any large format printed marketing materials (including billboards and large print on exhibition stands).</li> </ul> </li> </ul>
<p>Result, Result Core, Result Genuine Recycled, Result Headwear, Result Safe-Guard, Result Urban, Result Winter Essentials, Result Work-Guard and Spiro</p>	<p>You shall use, publish, distribute and reproduce the Content in its original form and shall <u>not</u> alter, change or modify Content in any way without first obtaining Our (and/or, where applicable, the relevant Third Party Brand's), prior written consent, save that You may;</p> <p>a) alter the image size and/or resolution and dictate the positioning of Content; and</p> <p>b) add a logo, slogan or print to the image for the purpose only of displaying the Product with the end customer's proposed customisation.</p> <p>You may <u>not</u> recolour the Content for any reason.</p> <p>You may <u>not</u> use, publish or distribute the Content:</p> <ul style="list-style-type: none"> <li>• in any point of sale marketing materials (including roller banners, posters, stands and displays); or</li> </ul>

	<ul style="list-style-type: none"> <li>in any business signage (including in window graphics and vehicle wraps).</li> </ul> <p>You may <u>not</u> use, publish or distribute any Content which is <u>moving imagery and/or video content</u> on any large format printed marketing materials (including billboards and on exhibition stands).</p>
Stormtech	<p>You shall use, publish, distribute and reproduce the Content in its original form and shall <u>not</u> alter, change or modify Content in any way without first obtaining Our (and/or, where applicable, the relevant Third Party Brand's), prior written consent, save that You may;</p> <p>a) alter the image size and/or resolution and dictate the positioning of Content; and</p> <p>b) add a logo, slogan or print to the image for the purpose only of displaying the Product with the end customer's proposed customisation.</p>
Tee Jays	<p>You may only recolour Content with the Third Party Brand's prior written approval. You may <u>not</u> "cut out" any image contained in Content from its background.</p>
Kariban, Kimood, K-UP, Proact and WK Designed to Work	<p>You shall use, publish, distribute and reproduce Content which is Model Imagery in its original form only and shall <u>not</u> alter, change or modify the Content in any way without first obtaining Our (and/or, where applicable, the relevant Third Party Brand's) prior written consent, save that You may alter the image size and/or resolution and dictate the positioning of the Content. You may <u>not</u> add a logo, slogan or print to the image, nor may You recolour the Content.</p>
Native Spirit	<p>You shall use, publish, distribute and reproduce Content which is Model Imagery in its original form only and shall <u>not</u> alter, change or modify the Content in any way without first obtaining Our (and/or, where applicable, the relevant Third Party Brand's) prior written consent, save that You may alter the image size and/or resolution and dictate the positioning of the Content. You may <u>not</u> add a logo, slogan or print to the image, nor may You recolour the Content.</p>

If there is an inconsistency between any of the provisions of this Annex 2 and the Terms of Use (and/or the Third Party Content Terms), the following order of precedence shall prevail:

- a) the terms of any applicable Third Party Brand Content Terms;
- b) the terms of the Annexes; and



c) these Terms of Use.

### ANNEX 3: THIRD PARTY BRAND CONTENT TERMS

Certain Third Party Brand Content is licensed subject to the following Third Party Brand Content Terms (which apply in addition to the Terms of Use):

Third Party Brand Content	Third Party Brand Content Terms
Anthem, AWDIs Academy, Ecologie, Just Cool, Just Hoods, Just Polos, Just Ts, So Denim, Pro RTX, Pro and RTX High Visibility	<a href="#">Download content terms</a>
Bella+Canvas	<a href="#">Download content terms</a>
Kustom Kit	<a href="#">Download content terms</a>
Xpres	<a href="#">Download content terms</a>
Warrior	<a href="#">Download content terms</a>
Finden & Hales, Front Row, Henbury, Larkwood, Mumbles, SF, SF Minni, Splashmacs, Tombo and Towel City	<a href="#">Download content terms</a>
Premier and Onna by Premier	<a href="#">Download content terms</a>
Regatta	<a href="#">Download content terms</a>
Kariban, Kimood, K-UP, Proact and WK Designed to Work	<a href="#">Download content terms</a>
Native Spirit	<a href="#">Download content terms</a>



If there is an inconsistency between any of the provisions of these Third Party Brand Content Terms and the Terms of Use (or the terms of the other Annexes), the provisions of these Third Party Content Terms shall prevail.