

Terms and Conditions

Your Social Media photo got our attention - and we want to share it with the world! Therefore, we are asking your permission to use the photos you posted on your social media page..

By responding to the message from our Instagram account with '#ShareMyBigelow' you represent and warrant that:

- you are eighteen (18) years of age or older,
- you own all rights in and to your photo(s),
- you have permission from any person(s) appearing in your photos to grant the rights herein,
- Bigelow Tea's use of your photo(s) does not infringe the rights of any third party or violate any law,
- Your photo(s) are in compliance with the specific Social Media Channel Terms of Use, and
- that you have read, understand and agree to the following terms and conditions:

What happens if I respond with #ShareMyBigelow?

You grant Bigelow Tea, its designees, affiliates, licensees, and their assignees an unlimited, non-exclusive, assignable, sub-licensable, perpetual, worldwide license to use, copy, sublicense, transmit, distribute, publicly perform, publish, delete or display the photo(s) you post or have already posted on Instagram with a Bigelow Tea-related hashtag in any media now known or hereafter devised including, but not limited to all forms of electronic media, print media and all forms of internet and wireless protocol in perpetuity and throughout the universe for advertising, marketing, publicity, promotional and commercial purposes. A "Bigelow Tea-related hashtag" is a hashtag that consists of a Bigelow Tea brand, trademark or the name of a Bigelow Tea product or campaign. Furthermore, you agree that Bigelow Tea, its designees, affiliates, licensees, and their assignees shall have the right, in their sole discretion, to edit, composite, morph, scan, duplicate, or alter your photo(s) for any purpose which they deem necessary or desirable, and you irrevocably waive any and all so-called moral rights you may have therein

This means by responding with #ShareMyBigelow in the message or comments section, Bigelow Tea gets an unlimited right to use the photos with the relevant hashtag across their social media platforms, website and blog. The utilization includes for example the use of the photos in postings on Bigelow Tea social media accounts, Facebook, Instagram, Pinterest, Blog and/or Twitter. However Bigelow Tea shall have no obligation to use your photo or, if commenced, to continue the distribution or exploitation thereof.

What is in it for me?

Your photos will not only be visible to visitors of our Social Media feed. You have the opportunity to inspire others with your pictures. In return you release and discharge Bigelow Tea from all and any obligation to pay you for any

use of your photos and any of the intellectual property rights contained therein in connection with the uses described above when you respond with #ShareMyBigelow.

What if I change my mind after a while?

You can always revoke the granting of rights to Bigelow Tea by contacting us at 1-888-244-3569.

Why do I have to give Bigelow Tea representations and warranties?

Because we want to make sure that no rights are infringed with the use of your photos. Therefore by responding with #ShareMyBigelow you represent and warrant that (i) you own all rights in and to your photos, (ii) you have permission from any person(s) appearing in your photos to grant the rights herein, and (iii) Bigelow Tea's use of your photos does not infringe the rights of any third party or violate any law. Moreover you indemnify, defend and hold Bigelow Tea and any person acting on Bigelow Tea's behalf harmless from and against any claims, damages, liabilities, and/or costs in connection with use of the photos as described above.

Why is there an indemnification and limitation of liability?

By responding with #ShareMyBigelow to Bigelow Tea's' message, a legally binding license agreement between you and Bigelow Tea is concluded and we want to minimise the legal risks for Bigelow Tea with the following: By responding with #ShareMyBigelow, you hereby agree to indemnify and hold Bigelow Tea and its parent, affiliates and subsidiaries, and each of their respective employees, officers and directors (collectively, the "Releasees") harmless from and against any and all third party claims, actions or proceedings of any kind and from any and all damages, liabilities, costs and expenses relating to or arising out of (i) any breach or alleged breach of any of the warranties, representations or agreements hereunder, or (ii) any use of the photos as contemplated hereunder. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL BIGELOW TEA BE LIABLE FOR (i) any special, indirect, incidental or consequential loss, costs, damages, charges or expenses; or (ii) loss of profits, or (iii) loss of business, contracts, goodwill, business opportunities; or (iv) loss of income, anticipated savings; or (v) loss or corruption of data or information; or (vi) any degradation which occurs in relation to THE USE OF THE PHOTOS AS DESCRIBED ABOVE, WHETHER ARISING IN TORT, CONTRACT OR ANY OTHER LEGAL THEORY, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Copyright Claims: Bigelow Tea respects and seeks to protect the legal rights of copyright owners. If you believe any photo we share infringes upon your intellectual property rights, please submit a notification alleging such infringement (hereafter a "DMCA Takedown Notice"). To be valid, a DMCA Takedown Notice must (1) be provided to Bigelow Tea's designated agent ("Copyright Agent"), as set forth below, and (2) include the following:

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works;

- Identification of the material claimed to be infringing or to be the subject of infringing activity and that is to be removed or access disabled and information reasonably sufficient to permit the service provider to locate the material;
- Information reasonably sufficient to permit the service provider to contact you, such as an address, telephone number, and, if available, an electronic mail;
- A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- A statement that, under penalty of perjury, the information in the notification is accurate and you are authorized to act on behalf of the owner of the exclusive right that is allegedly infringed.

Contact Bigelow Tea's Customer Care team to receive DMCA Takedown Notices: 1-888-244-3569