**User Generated Content Policy**

Boofle Official User Generated Content

By consenting to allow UK Greetings Limited (UKG) to use your social media post on the UKG digital platforms such as the Boofle website, a dedicated User Generated Content (defined below) gallery page, UKG and Boofle social media channels and email communications (the Channels) you are agreeing to the following policy.

All posts and content tagged with the #boofle (the UKG Hashtag) and/or @boofleofficial (the Handles), or used on the Channels, including without limitation, your name, biographical information and all other names, usernames, pseudonyms, text, likenesses, graphics, logos, marks, images, photographs, code, videos, clips, GIFs, moving images and all other information and material shall be referred to in this policy as "UGC”.

1. You hereby grant to UKG a worldwide, perpetual, irrevocable (subject to your rights at paragraph 5), non-exclusive, assignable, royalty-free licence and all necessary permissions and/or consents required (with full right to sub-license) to use, reproduce, exploit, publish, modify and alter your UGC including, without limitation, the right to adapt, alter, amend or change your UGC.
2. Any UGC you provide will be considered non-confidential and non-proprietary.
3. You hereby warrant and represent that:
   1. you own all rights in the UGC;
   2. if your UGC contains any material that is not owned by or licensed to you or which is subject to third party rights, you are responsible for obtaining, prior to our use of your UGC, all releases, consents and/or licenses necessary to permit our use of your UGC.
   3. you have obtained permission from any person(s) identifiable in the UGC to grant the rights specified in this policy, or where those person(s) are aged 18 years or under, you either:
      1. are the parent or legal guardian of such identified person(s); or
      2. have obtained the express consent from a parent or legal guardian of such identified person(s) to their appearance in the UGC and to you submitting the UGC to the Channels;
   4. your UGC (including its use, publication and/or exploitation by us) shall not:
      1. infringe the copyrights or database rights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any other person or entity;
      2. include content that is defamatory, abusive, obscene, unlawful, of a racist, sexist or other discriminatory nature, or which, at our absolute discretion, could cause offence;
      3. contain material which impersonates others or personal information about anyone, including yourself, such as phone numbers, postal addresses or credit card numbers;
      4. breach any legal or fiduciary duty owed to a third party, such as a contractual duty or a duty of confidence;
      5. contain any malicious code, such as viruses, worms, Trojan horses or other potentially harmful programmes, codes or material; and
      6. violate any other applicable law, statute, ordinance, rule or regulation.
4. You hereby waive and shall procure the waiver of any moral rights in the UGC under Chapter IV of Part I of the Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction.
5. You reserve the right to reverse your decision to allow us to use your UGC at any time from the initial point of agreement.
6. You give us the right to use the UGC on the Channels and in-store advertising at any time that we choose, for any purpose, including to advertise our products. Publication of your UGC will be at our sole discretion and we are entitled to make additions or deletions to your UGC prior to publication, after publication or to refuse publication.
7. You are not entitled to any fee, financial reward or other incentives if we use your UGC on any of the Channels.
8. You understand that the personal data that we collect from the UGC will be treated in accordance with our Privacy Policy (which can be found here) and the terms of this policy.
9. UKG is not liable for any UGC or its use. You shall indemnify and hold us harmless and any person acting our behalf from any and all claims, demands, costs, liabilities, damages and expenses (including reasonable legal fees) which we may incur in connection with the use of your UGC.
10. We reserve the right to amend this policy at any time, so please check back here each time you tag or upload any UGC.