

## MARNI User Generated Content Terms and Condition

MARNI GROUP S.r.l. (“**MARNI**”) is seeking permission from users with social accounts to post the content we like the most on our sites, social media channels, and promotional materials. You are reading this document because MARNI has asked your permission to use your social content as better specified below.

If you choose to allow us to use your social media content (“**User Content**”) please reply to our request under the User Content by tagging @marni and copying the link with these Terms and Conditions.

MARNI engages a limited number of service providers to facilitate the collection and transmission to the MARNI websites ([www.marni.com](http://www.marni.com) and others) (the "**Site**"), social media channels, promotional materials and other properties ("**MARNI Properties**") of User Content, including photos, text, graphics, audio, video, location information, comments and other materials from social media sites, for use by MARNI in connection with its business, including MARNI’s product feature, marketing, promotional, advertising and other consumer-related activities (the "**MARNI Services**").

MARNI reserves the right to alter these Terms and Conditions without advance notice by posting a revised Terms and Conditions. Accordingly, you should review the Terms and Conditions each time you grant permission or authorization to feature your User Content.

### User Content License

You hereby grant to MARNI and its related companies, agents, licensees, sublicensees, contractors, successors, franchisee, legal representatives, assigns, and third-party service providers, and their respective retail partners, marketing or public relations agencies, and other affiliates (the “**Licensed Parties**”) a worldwide, perpetual, irrevocable, royalty-free, fully-paid, non-exclusive, transferable, sublicensable right to use your User Content in any manner and/or form and/or format, by any means and/or onto any media to be determined in the Licensed Parties’ sole discretion, within the MARNI and Licensed Parties’ media and/or communication channels, including but not limited to:

- ✓ websites and mobile sites and tablet/pc/mobile apps of MARNI and/or Licensed Parties;
- ✓ social media pages such as Instagram, Facebook, LinkedIn, Weibo, WeChat in any format (e.g. stories, feed post or multiple feed post, highlights, reels, mashup videos) operated by MARNI and/or Licensed Parties;
- ✓ promotional e-mails and advertising media, including without limitation brochures, catalogues, invitations, direct mails, banners, any and all media materials used and/or displayed at MARNI’s stores and/or points of sale or sent to customers and/or users of MARNI, whether operated by MARNI and/or Licensed Parties;
- ✓ archival purposes, including the archiving on the websites of MARNI (e.g. [www.marni.com](http://www.marni.com)) and/or on all social media channels used by MARNI;
- ✓ any and all other marketing, promotional and advertising initiatives, and in any media now or hereafter known.

The Licensed Parties may use, display, reproduce, distribute, transmit, create derivative works from, combine with other materials, alter and/or edit your User Content in any manner in their sole discretion, with no obligation to you whatsoever.

You grant the Licensed Parties the right to use your username, real name, image, likeness, descriptions of you, location or other identifying information, in connection with any use of your User Content.

You hereby agree, represent, warrant and harmless Marni that (i) you are solely responsible for your User Content, (ii) you are the exclusive owner of the social media account in which the User Content is published, (iii) you own all rights in and to your User Content and/or have obtained appropriate

rights and permissions from any and all other persons and/or entities who own, manage or otherwise claim any rights with respect to such User Content and from any and all other persons included and/or recognizably in the User Content, (iv) you declares to be of legal age and therefore you are not a minor, (v) the Licensed Parties' use of your User Content as described herein will not violate the rights, including but not limited to copyright, trademark, patent, trade secret, privacy, publicity, moral, proprietary or other rights, of any third party, or any law, rule or regulation, and (vi) neither you nor either any third person eventually included and/or recognizably visible in the User Content are bound by non-compete obligation which could prevent the exploitation of their portrait in the manner agreed upon in the present Terms and Conditions, (vii) you undertake to refrain from reposting, sharing and/or spreading online the User Content once republished by MARNI in such manner as to intel the existence of a business relationship between him/her and MARNI, (viii) you has the right, not the duty, to repost, share, spread and/or use MARNI's repost on your account along with the hashtag: #noadv and/or #noadvertising both in English and in your native language, (ix) the User Content is not libelous, defamatory, obscene, pornographic, abusive, indecent, threatening, harassing, hateful, or offensive or otherwise unlawful.

You hereby release, discharge and agree to hold the Licensed Parties, and any person acting on their behalf, harmless from all claims, demands and liabilities whatsoever related in any way to the Licensed Parties' use of your User Content.

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The User Content that you submit is deemed non-confidential and the Licensed Parties have no obligation to maintain the confidentiality of any information, in whatever form, contained in any submission, except pursuant to the Licensed Parties' respective privacy policies. By using this Site or the Services, you are consenting to the Licensed Parties' collection of any personal information you provide for the Licensed Parties' use and disclosure in connection with the use of your User Content as described herein. Please see the relevant privacy policy in the following link <https://www.marni.com/en-gb/help?content=legal-area>

## **Intellectual Property Rights**

The Site, MARNI Services or MARNI Properties may be protected by copyright, trademark and other intellectual property laws. You acknowledge and agree that you do not acquire any ownership or other rights in proprietary information and materials of MARNI by authorizing use of your User Content or otherwise using or accessing the Site, the MARNI Services or the MARNI Properties.

## **Miscellaneous**

These Terms and Conditions are personal to you and may not be assigned or transferred by you for any reason whatsoever without MARNI's prior written consent; and any action or conduct in violation of the foregoing shall be void and without effect.

You agree that if MARNI does not exercise or enforce any legal right or remedy which is contained in these Terms and Conditions (or which MARNI has the benefit of under any applicable law), this will not be taken to be a formal waiver of MARNI's rights and that those rights or remedies will still be available to MARNI.

If any court of law, having the jurisdiction to decide on this matter, rules that any provision of these Terms and Conditions are invalid, then that provision will be removed without affecting the rest of the Terms and Conditions. The remaining provisions of these Terms and Conditions will continue to be valid and enforceable.