MARS

Mars Wrigley Content Usage Agreement
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MARS WRIGLEY CONTENT USAGE TERMS AND CONDITIONS

PLEASE READ CAREFULLY!

By replying to our direct message with "yes", you confirm the following four points and agree to the rest of the terms and conditions below:

- You are giving Mars and its related parties permission to use your Content in advertising, social media, promotional, and marketing activity, including in their social media, websites, retailer websites, and banner ads, as described below throughout the world.
- You created this Content or have permission from the creator to grant the rights described below.
- You are at least 18 years old (or the age of legal majority where you live) and you are a citizen of one of the following countries: United States, Canada, Australia, Bulgaria, China, Germany, Estonia, Spain, Israel, Lithuania, Latvia or Romania.
- You have permission from everyone featured in the Content to grant these rights on their behalf and all those featured are at least 18 years old (or the age of legal majority where they live).

Scope of License

You grant to Mars, Incorporated and its affiliates (collectively, "Mars"), its agencies, and third-party service providers, media and digital companies and properties, social media services and platforms, and any other representative or designee of the foregoing (collectively, the "Mars Parties") a royalty-free, fully paid, non-exclusive, irrevocable, perpetual, unrestricted, worldwide, sub-licensable, transferable license to use, reproduce, broadcast, publish, transmit, perform, display, create derivative works from, translate, adapt, modify, distribute, exhibit, disseminate and otherwise exploit (collectively, "Use") the Content, in whole or in part, you have posted and made available to the Mars Parties, which may include, without limitation, a photograph, text, handle or account name, information, images, graphics, video or any combination thereof ("Content"). You also grant the Mars

Parties the right to Use your username, and, if provided in connection with the Content, real name, image, likeness, caption, location information or other identifying information, in connection with Use of the Content.

- You agree that the Mars Parties may Use the Content for any purpose whatsoever, including, without limitation, advertising, marketing and promotional purposes, and in any media whatsoever now or hereafter existing or developed. You will retain all ownership of the Content (subject to the license granted herein).
- You authorize the Mars Parties to make copies of your Content and retain Content and copies as necessary to facilitate the Use of the Content. You agree that Mars does not have any obligation to Use any Content.
- You waive (i) any right to review, inspect or approve the Use of the Content in any format or media, whether that Use is known to you or not; (ii) any right to royalties or other compensation arising from or related to the Use of the Content; and (iii) any claim or assertion of moral rights or attribution with respect to the Content.

1. **Representations and Warranties**

You represent and warrant that: (i) you are at least 18 years old (or the age of legal majority where you live) and have the full right and authority to agree to these Terms and Conditions; (ii) neither the Content nor the Use of the Content as permitted in these Terms and Conditions will infringe upon, misappropriate or violate the intellectual property, privacy, publicity, contractual, personal or other rights of any person or entity or any applicable laws; and (iii) if only one person is featured in the Content that the person is you, or if there is more than one person shown in the Content that you own or have obtained all necessary rights and permissions to grant the rights described in these Terms, including without limitation, permission from everyone featured in the Content to grant these rights on their behalf, and all those featured are at least 18 years old (or the age of legal majority where they live).

2. **Indemnification and Release**

You hereby agree to defend, indemnify, release and hold the Mars Parties and their respective officers, directors, employees, agents, representatives, successors and assigns, harmless from and against any and all claims, actions or proceedings of any kind, and from any and all damages, judgments, losses, liabilities, costs and expenses, including reasonable attorney’s fees and expenses (including any incurred in enforcement of this provision), relating to or arising out of the Content, your breach or alleged breach of these Terms and Conditions, including any of your warranties, representations or agreements hereunder, your violation of laws or any rights of another person or entity.

3. **Governing Law**

These Terms and Conditions and any related claim or dispute, whether in contract, tort or otherwise, shall be governed by the laws in effect in the State of Illinois, without giving effect to its conflicts of law principles. Each party irrevocably consents and agrees to the exclusive jurisdiction of the Illinois state or federal courts, as applicable, located in Cook County.

5. **No Jury Trial**

EACH PARTY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO TRIAL BY JURY IN

ANY ACTION, SUIT, CLAIM OR PROCEEDING BROUGHT TO ENFORCE, DEFEND OR INTERPRET ANY RIGHTS OR REMEDIES ARISING HEREUNDER, RELATING TO OR IN CONNECTION WITH THIS AGREEMENT.

6. **Miscellaneous**

If any provision of these Terms and Conditions shall for any reason be held to be invalid, illegal or unenforceable in any jurisdiction, such provision shall be revised solely to the extent necessary to render such provision valid, legal and enforceable, and without invalidating or affecting the remaining provisions hereof. Nothing contained herein shall deem or construe you and Mars to be partners, joint venturers, principal-agent or employer-employee, and no party shall have any authority to obligate or bind the other whatsoever. These Terms and Conditions represent the entire agreement between you and Mars with respect to the subject matter hereof, and supersede all prior and contemporaneous agreements, understandings, inducements or conditions, express or implied, oral or written. If you want to be in touch with Mars regarding this license, you can email us at digitalhive@effem.com. Please identify your Content specifically and let us know how we can help you. Please understand that no changes to this License are effective until you hear back from Mars with acknowledgement of your request.

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