

## **Usage Agreement Concerning “Curations” Rights Management**

### **Use**

The Ulla Popken GmbH online shop makes use of “Curations”, a software program provided by Bazaarvoice. Bazaarvoice Curations users have the possibility of uploading pictures via Instagram and placing hashtags on them (please refer to the Terms and Conditions of Use). These posts will be displayed on the Ulla Popken web shop. Users have the right to revoke their consent to their pictures being used for the web shop at any time; please send your written notification of revocation to the following address: [Kunden-Service@popken.de](mailto:Kunden-Service@popken.de)

### **Terms and Conditions of Use**

You have the possibility of granting your consent to Ulla Popken using your contents by using the #ullapopken or the #annascholzbyullapopken hashtag for your posts when sharing your photos on the social network Instagram.

By using the #ullapopken or the #annascholzbyullapopken hashtags, you declare and guarantee that you are the owner of the rights concerning the contents (avatars, texts, profiles, pictures and videos) and that there are no other legal persons having any ownership rights in them. You grant Ulla Popken a non-exclusive, irrevocable and commercial right to global distribution of the contents in any form and without any restrictions (including, but not limited to, videos, posts on the internet, copies, advertisements, e-mails, publications and distribution) and on any media available now or in the future, either by making use of our own services or by using any services provided by third parties. You agree to Ulla Popken or any third party under the direction of Ulla Popken having the right to use your contents either individually or in combination with drawings, cartoons, captions, films, art works, texts and other photos. Even though Ulla Popken will take any and all commercially reasonable measures to ensure that your name will be mentioned and that a backlink to your account will be placed as a type of consideration for your contents, you agree to the indication of your name not being compulsory and to your consent concerning the use of your contents by us not being dependent on your name actually being indicated.

You hereby waive any rights concerning the examination and/or approval of any publication which includes contents provided by you. In addition to that, you hereby waive any claims concerning your contents or our publications which include any contents provided by you.

In the event that any provisions of this Agreement are held to be totally or partially invalid on the basis of any laws and regulations, you hereby consent to these provisions being defined as deleted from the Agreement and the remaining provisions under this Contents Use Agreement not being affected as to their validity. This consent and/or Contents Use Agreement shall be subject to the laws of the State of New York.

If you do not intend to consent to these provisions, we fully accept your decision. In the case where you intend to request the deletion of any photos published on the web shop or to report any violations of the General Terms and Conditions of Use as amended, it is sufficient to send an e-mail to the address: [Kunden-Service@popken.de](mailto:Kunden-Service@popken.de). If you have any questions, please feel free to contact us using the above e-mail address at any time.