

## **Terms and Conditions**

This is where we tell you all about the legal terms and conditions that apply to the submission of your or your child's likeness and/or other audio/visual content for usage on GoHenry's platforms.

It's important that you read them, because this is where we spell out our responsibilities in handling your likeness and video content, and yours as a provider of such content. By ticking the box next to the link that brought you to this page, you are accepting these terms and conditions and are legally bound by them. If you don't wish to be bound by the terms and conditions, then you should not submit an image or video.

We may make changes to these terms and conditions at any time. If we do, we will post these changes here and they will be effective immediately in respect of all submissions made after we post them. Please check regularly so that you are aware of any changes, as once they appear here, if you then use the platform to submit content to us, it means that you accept them.

## Please read the information below:

By ticking the box labelled 'I have read and agree to the terms and conditions' on the Boast page, you are confirming that you allow GoHenry Limited ("us" or "we" or "the Company") to use, for the purposes set out below, the media content you have submitted featuring you or your children.

1 Pursuant to the terms above you confirm on behalf of yourself and your child or children (as applicable) that:

1.1 You grant the Company permission to use worldwide and in perpetuity, you and/or your child's likeness (as applicable) in any photographs, video footage, audiotapes, digital images, testimonials, interviews, quotes and the like (collectively, the "Materials") in any and all of the Company's non-commercial or commercial media, including but not limited to website entries, printed marketing material, email marketing content, social media content and TV, for the purpose of promoting and advertising the Company (hereinafter, the "Purpose").

1.2 You do not object to the Company:

(a) storing copies of the Materials for as long as necessary to fulfil the Purpose or to it storing your contact details on its database in case it needs to contact you; or

(b) sharing the Materials with third-party service providers, who provide advice to the Company for the purposes of marketing and advertising.

2. You hereby assign to the Company any right in the Materials that you may have and understand and agree that the Company will retain irrevocable and unrestricted use of the Materials. You agree that you have been compensated for our use of the Materials or have otherwise agreed to this release and assignment without being compensated. You waive any right to royalties or other compensation arising or related to the use of the Materials. Provided, the Company agrees not to portray the Materials in any derogatory manner; you hereby irrevocably authorise the Company to copy, edit, modify or create derivative works of the Materials at its own discretion for the Purpose. You hereby hold harmless and release and forever discharge the Company from all claims, demands, causes of action which you or any other person acting on your or your estate's behalf (or on behalf of your child or their estate) may bring.

3. You have the right to withdraw the consent you have given under these Terms at any time by telephoning the Company's customer service team at 0330 100 7676 or writing to the Company at help@gohenry.co.uk or Stirley House, Ampress Lane, Lymington, SO41 8LW, United Kingdom. This will not affect the lawfulness of any processing carried out by the Company before you withdraw your consent.

4. The Company is the controller and responsible for the personal data comprising the Materials and your contact details.



## 4.1 The Company will:

4.2 Ensure that it complies with the requirements of all legislation and regulatory requirements in force from time to time relating to the use of the Materials and your contact details.

5. Any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these Terms and Conditions or its subject matter or formation, or otherwise in connection with the Materials shall be governed by and construed in accordance with the law of England and Wales if you reside in the UK, or by the laws of the State of New York if you reside in the US.