

GENERAL CONDITIONS OF USE OF THE "DICKIES AMBASSADORS" PLATFORM

IT IS IMPORTANT THAT YOU READ THESE GENERAL CONDITIONS CAREFULLY PRIOR TO USING THIS PLATFORM.

BY REGISTERING TO USE THE PLATFORM, AND BY CONFIRMING THAT YOU AGREE TO THESE GENERAL CONDITIONS, A CONTRACT IS FORMED BETWEEN THE COMPANY "WILLIAMSON-DICKIE EUROPE LIMITED" AND YOURSELF, AND YOU CONFIRM THAT YOU AGREE TO BE BOUND BY THESE GENERAL CONDITIONS. IF YOU DO NOT AGREE TO THESE GENERAL CONDITIONS, YOU MUST NOT CLICK ON "I ACCEPT", AND YOU SHALL NOT BE AUTHORISED TO REGISTER TO USE THE PLATFORM. THE COMPANY "WILLIAMSON-DICKIE EUROPE LIMITED" INVITES YOU TO PRINT THESE CONDITIONS FOR YOUR OWN REFERENCE PRIOR TO ACCEPTING THE SAME.

1 - Definitions

The terms which have been defined in this clause and which have been used in these general conditions shall have the following meaning:

"GCU": denotes these General Conditions of Use.

"Contract": denotes a contract, concluded between the Company and the User on the terms set out in these GCU.

"Party" or **"Parties"**: denotes the Company and the User, individually or jointly.

"Platform": denotes the "Dickies Ambassador" platform which has been made available to Users by the Company, which can be accessed online via the website <https://www.dickiesambassadors.co.uk/>

"Products": denotes the products bearing the DICKIES trademark which are sold by the Company.

"Services": denotes the services offered through the Platform as described herein.

"Company": denotes the company which operates the Platform: Williamson-Dickie Europe Limited, a limited company registered in England and Wales under company number 01757853 whose registered office is at Second Avenue, Westfield Trading Estate, Midsomer Norton, Radstock, BA3 4BH.

"User": denotes any person using the Platform in accordance with the terms of these GCU.

2 – Scope of application

2.1 These GCU define the conditions on which the User accesses the Services and benefits therefrom.

2.2 By registering to use the Platform, the User accepts these GCU.

2.3 The Company may revise these GCU at any time by amending this page. The User is advised to check this page every time it wishes to use the Platform, to ensure the User understands the terms and conditions on which the User accesses and benefits from the Services at that time.

3 – Description of the Platform

The Platform aims to create a community of online users with whom the Company can run Product-related surveys by using the various tools available on the Platform (surveys, forums, questionnaires, etc.).

This allows the Company to receive customer feedback on their experience of the Products, and it allows customers to contribute to the development of the Products by playing the role of brand "ambassadors".

4 – Access to the Platform

4.1 The Platform may be accessed online via the website <https://www.dickiesambassadors.co.uk/>.

The User is invited to join the community, on a voluntary basis, using various channels: distribution network, online and in-store advertising, newsletters, etc.

Access to the Platform requires the User to have an internet connection and browser.

4.2 To register on the Platform, the User is asked a questionnaire in which he or she provides the Company with the information allowing the Company to identify him or her, notably information regarding the User's surname, forename, age, profession, sex, city of residence, clothing size, and shoe size.

Once the registration has been confirmed, the User may access the Platform, and the Services provided via the Platform, using his or her email address and the password which he or she has chosen.

5 - Services offered by the Platform

5.1. The Services which can be accessed on the Platform are as follows:

- browsing the Platform,
- answering Product-related surveys using the various tools made available on the Platform.

5.2. The User acknowledges that the Platform is likely to change and in this regard, the Services might be adapted as a result thereof. The User shall be notified by email of any substantial change to and removal of Services which are offered on the Platform.

6 - Obligations of the User

6.1 Obligations relating to the use of the Platform

6.1.1 Within the context of the use of the Platform, the User shall undertake:

- to declare full and accurate information when using the Platform, and to update said information where there is a change,
- not to use the Platform for fraudulent purposes or purposes which have not been provided for by these GCU,
- not to usurp identity nor try to connect to an account other than his or her own,
- not to leave him or herself open to system analyses which are comparable to reverse engineering.

6.1.2 Within the context of the use of the Platform, the User shall also undertake:

- not to knowingly transmit any data, send or upload any material that contains any viruses, Trojan horses, worms, logic or time bombs, keystone loggers, spyware, adware or any other technologically harmful programs, data or code,

- not to attempt to access without authority, interfere with, damage or disrupt: (a) any part of the Platform; (b) any database connected to the Platform; (c) any equipment or network on which the Platform is stored or which is connected to the Platform; and/or (d) any software used in the provision of the Platform,
- not to attack the Platform via a denial-of-service attack or a distributed denial-of-service attack.

6.1.3 By breaching clause 6.1.2, the User could commit a criminal offence under the Computer Misuse Act 1990 (and may commit additional offences under local laws in other applicable jurisdictions). We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing the User's identity to them. In the event of such a breach, the User's right to use the Platform will cease immediately.

6.2 Obligations relating to the content distributed by the User on the Platform

The User is solely responsible for the content which he or she publishes on the Platform, notably his or her identity details and the content which he or she is likely to publish on the Platform (including any text, photos or other types of content).

The User guarantees that his or her content adheres to public order and principles of morality, does not infringe third-party rights, notably with regard to intellectual property, privacy, the reputation and image of third parties, does not contain any threatening, defamatory, obscene, indecent, harassing, racially, religiously or ethnically offensive or discriminatory or otherwise objectionable wording and that it conforms to applicable laws and regulations.

The User shall also refrain from publishing, or permitting the publication of, on the Platform, content for advertising and/or promotional purposes, or hypertext links which redirect to webpages which are unrelated to the purpose of the Platform.

6.3 In respect of any breach by the User of any of the obligations under clauses 6.1 and 6.2, the Company may remove such content from the Platform and terminate and close the User's account on the Platform, in accordance with clause 13.2.

6.4 The Company also has the right to disclose the User's identity to any third party who is claiming that any of the User's content published on the Platform constitutes a violation of their rights, and will fully cooperate with any law enforcement authorities or court order requesting or directing the Company to disclose the identity of the User for posting any content on the Platform which infringes clause 6.1 or 6.2.

7 – Account and security

The User is responsible for the password which he or she chooses at the time of registration and which the User shall keep confidential and not disclose to any third party.

Under no circumstances may the Company be held liable for the consequences of fraudulent use of the password by a third party.

If the User knows or suspects that anyone other than the User knows its identifier and password or other security information for the Platform, the User must promptly notify the Company at support@dickiesambassadors.co.uk and take steps to change its password.

8 – Intellectual Property

8.1 Where the User publishes text or any other content on the Platform, the User hereby warrants that he or she is entitled to use, publish and distribute the same. The User warrants that he or she is the sole owner of such intellectual property rights, and grants to the Company the right to use such content on the Platform. The User shall indemnify the Company in respect of any claim from any third party that any of the content which he or she has uploaded to the Platform infringes any intellectual property rights or other proprietary rights of a third party.

The User shall immediately inform the Company in writing of any claim, complaint or legal action relating to his or her content, including the use of such content, on the Platform. In respect of any breach of the warranties provided by the User pursuant to clause 8.1 above, the Company shall reserve the right to suspend or terminate the User's access to the Platform and to terminate the Contract pursuant to clause 13.2, without the User being entitled to claim compensation of any kind in this regard.

8.2 All intellectual property rights relating to and subsisting in the Platform as well as its content (including the domain name, design rights, software, copyright, trade marks and logos used on the Platform) are owned by the Company and/or its licensors (as applicable).

8.3 The User is only entitled to use the Platform for its own personal use in accordance with these GCU.

The User is entitled to print off one copy, and may download extracts of, any pages of the Platform for his or her own personal use.

The User shall not:

- modify any paper or digital copies of any materials he or she has printed off or downloaded from the Platform in any way,
- distribute copies of the Platform or of its content to third parties,
- reproduce, duplicate, copy or resell any part of the Platform in contravention of these GCU or otherwise in order to create or allow the creation of a program which has the same purpose as the Platform,
- amend, alter, revise or decompile the Platform for any purpose whatsoever,
- use his or her passwords and/or identifier for purposes other than their strict authentication purpose.

The User is not entitled to use the Platform for commercial purposes without obtaining a licence to do so from the Company.

The Company is authorised to carry out, at any time and without advance notice, an inspection of the User's use of the Platform, so as to check the User's adherence to these GCU.

9 – Confidentiality

The Parties shall undertake to maintain confidentiality concerning information of any nature which they may have been able to obtain from the use and/or operation of the Platform. The Company shall maintain confidentiality concerning the information obtained when the User uses the Platform and the information relating thereto.

Upon termination of the Contract for any reason whatsoever, this obligation shall remain in force for a period of five (5) years.

This obligation shall not apply to information which:

- is already in the possession of the receiving Party prior to the registration of the User on the Platform without a breach of confidentiality,

- is in the public domain,
- has been expressly labelled as non-confidential by the disclosing Party,
- has been obtained by one of the Parties from a third party which is not subject to a confidentiality agreement with the disclosing Party and which is unrelated to the operation and/or use of the Platform,
- must be disclosed for legal purposes.

10 – Personal Data - Cookies

The Company's [Privacy Policy](#) (which sets out the terms on which the Company processes the User's personal data) and the Company's [Cookies Policy](#) (which sets out information about the cookies on this Platform) will also apply to the User's use of the Platform.

11 –Liability

11.1 The Company does not exclude or limit its liability for death or personal injury caused by the Company's negligence or the negligence of its employees, agents or subcontractors or for fraud or fraudulent misrepresentation.

11.2 Under no circumstances may the Company be held liable for the content which is published by Users on the Platform, which it only hosts. The User shall be liable for and shall indemnify the Company against all claims, actions, proceedings, damages, losses, liability and expenses (including legal fees) suffered or incurred as a result of the use or publication by the User of content on the Platform or any breach of these GCU by the User.

11.3 The Company does not guarantee the availability or accessibility of the Platform. The Company shall not therefore be held liable for any interruption of the Platform owing to maintenance, technical problems, and congestion of the internet network or failure of any other remote transmission system which might prevent the functioning or availability of the Platform.

11.4 The Company only provides the Platform for domestic and private use. The User agrees not to use the Platform for any commercial or business purposes, and the Company has no liability to the User for any loss of any business of the User (including but not limited to loss of anticipated profits, loss of business, business interruption or loss of business opportunity; or any indirect, special or consequential loss or damage).

11.7 The Company may not be held liable for interruptions to the Services or for any loss or damage which may result from any faults, errors or problems relating to the User's PC hardware, software, network or security, or the User's Internet service provider or any similar problem. Although the Company uses reasonable efforts to ensure that the Platform is free from viruses and other malicious or harmful content, the Company does not guarantee that the Platform will be secure or free from such content. The User should use his or her own virus protection software.

12 - Term - Termination

12.1 Registration on the Platform shall be effective from the first time the User connects to his or her account in accordance with clause 4.2.

Each of the Parties may terminate the Contract at any time. It is possible for the User to terminate the Contract with immediate effect by clicking on the dedicated button on the Platform. The Company may terminate the Contract by giving one month's written notice to the User (including by email).

12.2 The Company may terminate the Contract with immediate effect in the event of the User's breach of these GCU.

Where the Contract is terminated by the Company for any reason whatsoever, the User's access to the Platform shall immediately cease.

13 – Applicable law and allocation of jurisdiction

13.1 These GCU shall be governed by English law.

13.2. The courts of England and Wales shall have exclusive jurisdiction over any claim or dispute arising from or in connection with these GCU or the User's use of the Platform, except that the Company retains the right to bring proceedings against the User for breach of these GCU in their country of residence or any other relevant country.

14 - Waiver

No failure or delay to exercise (or to exercise in full) any right or remedy shall constitute a waiver or abandonment of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

15 – Third party rights

Any person who is not a party to the Contract shall have no rights under it.

16 - Evidence

In the event of dispute, the Parties agree to deem email and exchanges via the Platform as an original document constituting full proof and shall refrain from contesting this form of evidence, unless it is to discuss its authenticity.