## Volkswagen Group South Africa (VWSA) Social Media Content Use Terms and Conditions

- 1. By permitting VWSA to use particular Content (by affirmatively answering a request from us or on our behalf on social media or otherwise indicating your agreement for VWSA to use your Content), you agree to be bound by these Terms. Please read and ensure you are in agreement before proceeding.
- 2. In these Terms "Content" refers to the photo [and/or video, including any sound] and accompanying text posted through your account on social media, accompanying metadata such as time and place of creation, your user name, and links to your social media profile.
- 3. You grant VWSA a right to use and display the Content in its original or reproduced form, in any media, worldwide, for any lawful commercial purpose, in original or edited form, including: on VWSA's social media accounts, websites, blogs, digital displays, advertising, and generally in the promotion of VWSA's products or services. Such rights also extend to VWSA's subsidiaries, affiliates, agents, employees, representatives, assigns, licensees, and anyone else acting on behalf of VWSA.
- 4. VWSA's rights to use your Content last indefinitely until cancelled by you, which you can do at any time by contacting VWSA by email: <a href="mailto:support@vwconnect.co.za">support@vwconnect.co.za</a> or by post: Volkswagen Group South Africa, 129 Patricia Road, Sandton, 2146, South Africa. After cancelation we will not reuse your Content. However, please note that past posts may remain visible and VWSA will retain your Content for 2 years after cancellation. Such right does not extend to content altered or reproduced by us.
- 5. The rights you grant to VWSA are non-exclusive and (subject to VWSA's rights) you retain all rights to use the Content for your own purposes. VWSA will not pay any royalties or compensation to you or any third party for use of the Content. Use is at VWSA's discretion and VWSA is not obliged to use your Content in any particular way or at all.
- 6. You agree that you do not have any right to review, approve, or object to VWSA's use of your Content or advertising copy, or to be identified as the author/creator of the Content.
- 7. VWSA respects applicable laws and the rights of others and wishes to avoid using any content that does not. By agreeing to these Terms you represent and warrant to VWSA that:
  - (a) the Content is your original work and you own it and all intellectual property rights in it and have all necessary rights to grant VWSA the rights set out in these Terms (including in relation to copyrights, trademarks, private or public buildings, performances, sounds, and music) or, if you are not the owner of such rights, you have already obtained permission from the owner of such rights, and will inform us if this is incorrect or such permission is withdrawn at any time;
  - (b) VWSA's use of your Content as provided herein will not infringe intellectual property, privacy, image, performance, or publicity rights, or any other rights of any third party, require the payment of any compensation to any third party, or breach any applicable laws;
  - (c) nothing in your Content will be illegal, defamatory, obscene, or threatening to any third party; and
  - (d) you are over 18 years of age and have the right to agree to these Terms.

- 8. You will hold VWSA harmless and indemnify VWSA against any actions, loss and damage arising out of any claims by third parties in connection with the Content, including for breach of intellectual property, data protection, privacy, image, performance, or publicity rights.
- 9. The Content may contain information about you or identifiable individuals which constitutes personal data under applicable laws.
- 10. By agreeing to these Terms you give your consent to the processing of such personal data by VWSA for the purposes set out in these Terms.
- 11. Where any personal data relating to any other person appears in the Content you warrant that you also have obtained their consent for processing of such personal data.
- 12. VWSA will process personal data included in the Content or otherwise provided to us in connection with our use of the Content in accordance with all applicable data protection laws and our privacy policy available here:

  https://www.vw.co.za/en/volkswagen-experience/corporate-information/privacy.html.
- 13. VWSA is the controller of your personal data and individuals can obtain further information or exercise any of their legal rights by contacting VWSA at: <a href="mailto:support@vwconnect.co.za">support@vwconnect.co.za</a>. VWSA also engages data providers or service providers to assist with the processing of personal data, including Qubeeo Limited, located in the UK, who provides content curation, hosting, showcasing, and analytics services.