HILTI USER GENERATED CONTENT TERMS OF USE

Hilti Corporation and its affiliates (“together referred to as Hilti”) seeks the permission of social media users to feature specific social media content posted by the respective user (“User Content”) on various sites, social channels, and various promotional materials.

By accepting these Terms of Use, you agree that Hilti is allowed to use the respective User Content as follows.

**User content license**

You hereby grant to Hilti the following license to use the User Content: a worldwide, perpetual, royalty-free, fully-paid, **revocable**, non-exclusive, transferable, sublicensable and unlimited right to use your User Content, including but not limited to on Hilti webpages and social media channels, such as Instagram, Facebook, YouTube, LinkedIn, on digital platforms and websites with Hilti presence and in any other marketing initiatives, regardless of the chosen medium by any and all means, media devices, printing channels and by any other processes and technology now or hereafter known. If your User Content does not depict any person, presents only Hilti tools, services or others you grant to Hilti **irrevocable,** worldwide, perpetual, royalty free, fully paid, non-exclusive, transferable, sublicensable and unlimited right to use your User Content, on the channels as mentioned above.

Hilti may use, display, reproduce, distribute, transmit, create derivative works from, combine with other materials, alter and/or edit your User Content in any manner in their sole discretion, without further obligations such as stating the source. You grant to Hilti the right to use your username, real name, image, likeness, descriptions of you, location or other identifying information, including but not limited to your voice, in connection with any use of your User Content.

If you wish to withdraw this license or you think any of your User Content has been used in violation of your rights, let Hilti know so that Hilti can try to work it out. You can reach us by replying to your User Content with comment that you wish the posted User Content to be removed or by reaching out to us via SP\_GDPR@hilti.com

If you withdraw your license and Hilti deletes your User Content as per your request, it will be no longer visible to other users, however it may continue to exist elsewhere on Hilti systems or social media channels where:

• immediate deletion is not possible due to technical limitations (in which case, your User Content will be deleted within a maximum of 90 days from when you delete it);

• your User Content has been downloaded or used by other users of social media channels, in accordance with this license or license applicable to these social media channels and they have not deleted it (in which case this license will continue to apply until that User Content is deleted).

We will use best efforts to quote you as the copyright owner. If you wish not to be mentioned as a copyright owner, please reach out to us via posting it under your User Content or via SP\_GDPR@hilti.com.

If you have a privacy concern, complaint, or a question regarding our electronic or digital services please contact our Data Protection Officer at ieteam.localdpo@hilti.com

Unless otherwise stated, Hilti is the data controller for personal data we collect through the services, subject to this terms and conditions.

Our headquarter office address is:

Hilti AG, Feldkircherstrasse 100, 9494 Schaan Liechtenstein.

**Representation and warranties**

You hereby warrant that (i) you are solely responsible for your User Content, (ii) you own all rights in and to your User Content and/or have obtained appropriate rights and permissions from any and all other depicted persons and copyright owners (in case of minors consent of their guardians) and/or entities who claim any rights with respect to such User Content, and that Hilti has the permission to use such User Content (iii) Hilti’s use of your User Content as described herein will not violate any third party rights and/or applicable laws.

You agree to indemnify Hilti from any loss, liability, claim, or demand made by any third party arising out of: your User Content and/or your breach of this Terms of Use.

**Personal data**

Hilti’s data storage locations are chosen to operate efficiently, to improve performance, and to create redundancies to protect the data in the event of an outage or other problem. We take steps to ensure that the data we collect is processed according to the provisions of our [Privacy Policy](https://www.hilti.ie/content/hilti/E1/IE/en/various/footer-links/privacy-policy.html) and the requirements of applicable law wherever the data is located.

It is Hilti’s policy to process your personal data only in countries in which the applicable data protection laws provide the same degree of data protection than in the EU/EEA or Switzerland or provide the same level of protection regarding the adequacy decision by the European Commission.

To the extent technical possible Hilti is striving in all of its Hilti services, websites and apps to retain personal data no longer than necessary for the described purposes or as required or permitted under applicable law.

Under the General Data Protection Regulation (GDPR), the lawful basis we rely on for processing your personal data is Consent Art. 6 (1) (a) GDPR. Hilti will retain your personal data for the period of 3 years after last direct contact. Processing purposes, categories of personal data processed, and any third-party service providers are stated under our [Privacy Policy.](https://www.hilti.ie/content/hilti/E1/IE/en/various/footer-links/privacy-policy.html)

Our services, websites and apps may contain links to other services, websites and apps of interest, once you have used these links you leave our services area. When you visit such other services, websites and apps you should exercise caution and look at the privacy statement applicable to the app or website in question. Hilti cannot, and does not, assume any responsibility or liability for such other websites, the content of such services, websites and apps and their privacy practices, nor do we endorse them.