

USER GENERATED CONTENT TERMS AND REQUIREMENTS

By posting content in connection with David Yurman Enterprises, LLC's Imagine Your Look Promotion (the "Promotion"), YOU ARE REPRESENTING THAT YOU AGREE TO THE FOLLOWING TERMS WITH DAVID YURMAN ENTERPRISES, LLC, AND ITS AFFILIATES, SUCCESSORS, LICENSEES AND ASSIGNS (COLLECTIVELY, "David Yurman") AND TO COMPLY WITH THE FOLLOWING REQUIREMENTS.

REQUIREMENT:

Any photo or text posted/uploaded by you must not include:

- commercial content or content that references products, trademarks, logos, stores or websites of companies other than David Yurman;
- another person's name, photograph, image, likeness or appearance, unless you have that person's express permission;
- material for which you were compensated or provided any consideration by a third party;
- personal contact information for yourself or others;
- corrupted files, viruses, or any other similar software files, the intent of which is to damage the operation of another's computer;
- content that is unlawful, threatening, harassing, abusive, defamatory, invasive of privacy or publicity rights, vulgar, obscene, sexually explicit, hateful, profane, indecent, racially or ethnically derogatory, false, misleading or otherwise objectionable to David Yurman, as determined by David Yurman in its sole and exclusive discretion;
- content that promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age;
- content encouraging conduct that would constitute a criminal offense or promotes alcohol, drugs, tobacco, firearms/weapons;
- content that could give rise to civil liability or otherwise violate any law; or
- content encouraging conduct that is unsafe or dangerous or with any political agenda or message.

All photos and/or text submitted are subject to an approval process and therefore are not posted to Imagine.davidyurman.com or David Yurman's Facebook page immediately. David Yurman reserves the right to refuse to post or to remove any photo and/or text that does not comply with these requirements or for which you do not agree to these terms, in the sole discretion of David Yurman. Any such refusals are made at David Yurman's sole discretion and David Yurman shall have no obligation to inform you if your submission was refused.

TERMS:

By submitting content to the David Yurman Promotion and uploading a photo and/or text you:

- grant to David Yurman and others working for it or on its behalf, and their respective licensees, affiliates, successors, and assigns, for good and valuable consideration, the

sufficiency of which is acknowledged by you, a perpetual, royalty-free, worldwide, unrestricted, transferable, exclusive, irrevocable and unlimited license, right and permission to the photo and/or text (the "Submission") you submit, and to use, distribute, publish, exhibit, digitize, broadcast, display, disclose, remove, reproduce, prepare derivative works from, and otherwise exploit the Submission, your likeness, and any material in Submission or derived from it, in any manner or media whatsoever (whether now known or hereafter devised) anywhere in the world in perpetuity, including, if David Yurman elects in its sole discretion, posting the Submission on Imagine.davidyurman.com, David Yurman's Facebook page or any other David Yurman website or social media page. All uses granted are for the purpose of advertising or trade and promoting and publicizing David Yurman and its products and services without any payment to or further authorization by you. The granting of the foregoing rights does not create any obligation on the part of David Yurman to post the Submission on Imagine.davidyurman.com or otherwise use the Submission. Under the license granted, David Yurman is free to use any ideas or concepts contained in the Submission without further attribution, compensation or notice to you. **For clarity, David Yurman does not claim ownership of your Submission, but receives the above grants of rights from you for use of the Submission.**

- agree that if the Submission is posted, you will have no right of approval before or right to deletion after the Submission is posted on Imagine.davidyurman.com and that you and your heirs and assigns will have no claim to compensation, and no claim (including, without limitation, claims based upon invasion of privacy, defamation, or right of publicity) arising out of any use, blurring, alteration, distortion, illusionary effect, faulty reproduction, fictionalization, or use in any composite form of your name, video, picture, likeness, and voice.
- release David Yurman from any and all claims relating to the use of the Submission, including but not limited to any claim for copyright infringement, trademark infringement, misappropriation of trade secrets, or invasion of privacy, right of publicity or defamation. You agree not to take any legal action against David Yurman, or any entity acting on its behalf, in connection with the use of your name, image, or likeness.
- understand that if David Yurman elects to post your Submission on Imagine.davidyurman.com or David Yurman's Facebook page, you will not receive any prize or remuneration of any kind and your submission will be accessed and viewed by others, including by the general public. You are solely responsible for your Submission and the consequences of your Submission being posted on the Imagine.davidyurman.com or David Yurman's Facebook page.
- agree to indemnify, defend and hold harmless David Yurman, its affiliates, officers, directors, employees, agents, successors and assigns, from and against any and all claims, damages, losses, liabilities, costs and expenses (including but not limited to attorneys' fees) arising from or related to: (a) your violation or breach of these Terms and Requirements; or (b) your violation of any third-party right, including without limitation any copyright, trademark, property, privacy or publicity right. This indemnification, defense and hold harmless obligation will, notwithstanding anything to the contrary, survive your use of Imagine.davidyurman.com.

Please refer to Davidyurman.com for the Terms of Use and Privacy Policy with respect to that site.