

User Generated Content License Agreement

This User Generated Content License Agreement ("Agreement") is by and between Valvoline, LLC, its subsidiaries and affiliated companies (collectively, "Valvoline" or "we", "our", or "us") and you or the organization you represent ("you" or "Participant").

In consideration for Valvoline permitting you to submit your content, content descriptions, and social profile information ("**User Generated Content**") to Valvoline, you hereby acknowledge and agree that upon submission of the User Generated Content, you shall be bound by this Agreement and by Valvoline's Privacy Policy and Terms of Service. If you do not agree to all of the terms of this Agreement, do not submit User Generated Content or reply to our authorization request. If you are executing this Agreement on behalf of an organization, you represent that you have the authority to do so.

Participants agree, represent and warrant to the following:

1. Prohibited Content

Participant shall not submit any User Generated Content that:

- a. is known by you to be false, inaccurate or misleading;
- b. that infringes any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy;
- c. that violates any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising);
- d. that is, or may reasonably be considered to be abusive, illegal, defamatory, libelous, indecent, hateful, racially or religiously biased or offensive, slanderous, indecent, obscene, pornographic, sexually explicit, unlawfully threatening or unlawfully harassing to any individual, partnership or corporation in any way; or that encourages anyone to break any local, state, national or international law;
- e. that is or contains advertising, promotional material or promotes a product, service or other commercial activity;
- f. that impersonates or attempts to impersonate Valvoline or any of its employees, another user, or person or entity (including, without limitation, the use of email addresses associated with any of the foregoing);
- g. that includes any information that references other websites or personally identifiable information (e.g., first and last name, addresses, email addresses, contact information or phone numbers); or
- h. that contains any computer viruses, worms, Trojan horses, spyware or other potentially damaging technologies, computer programs or files or malicious code that could impact the

operation of our websites, mobile apps, and related services (collectively, the "**Services**") or any computer or other device.

We reserve the right, but have no obligation, to take any legally available action that we deem appropriate, in our sole discretion, including, without limitation, editing, removing, deleting, taking down or otherwise erasing your User Generated Content at any time without notice for any reason whatsoever. However, we are not obligated to take any action not required by law. We are not responsible or liable for the conduct or content of any user. We reserve the right, but have no obligation, to monitor or become involved in disputes between you and other users. For purposes of certainty, Participant may not make any commercial, or any other, use of the Services. Valvoline reserves the right in its sole and absolute discretion, to remove without notice, or refuse to post in the first instance, any User Generated Content.

2. Maintain Appropriate Rights in Your User Generated Content

With respect to all User Generated Content that you seek to post, you represent and warrant that the material is either fully original to you or that you have all the necessary rights, licenses, clearances and consents needed from third parties for you to submit your User Generated Content (including, but not limited to, all copyright and right of publicity and privacy rights) for you to comply with the terms of this Agreement. Your User Generated Content should not contain any visible logos, phrases, or trademarks that belong to third parties. Do not use any User Generated Content that belongs to other people and pass it off as your own; this includes any content that you might have found elsewhere on the Internet or other source. If anyone contributes to your User Generated Content or has any rights to your User Generated Content, or if anyone appears in the User Generated Content, then you must also have their permission to submit such User Generated Content to Valvoline. (For example, if someone has taken a video of you and your friend, and you submit that video to Valvoline as your User Generated Content, then you must obtain your friend's and the photographer's permission to do so.) We may require, at any time, proof of the permissions referred to above in a form acceptable to us. Failure to provide such proof may lead to, among other things, such User Generated Content being removed from the Services.

3. Non-Confidentiality of Your User Generated Content

You agree that (a) your User Generated Content will be treated as non-confidential – regardless of whether you mark them "confidential," "proprietary," or the like – and will not be returned, and (b) Valvoline does not assume any obligation of any kind to you or any third party with respect to your User Generated Content. You acknowledge that the Internet and mobile communications may be subject to breaches of security and that you are aware that submissions of User Generated Content may not be secure, and you will consider this before submitting any User Generated Content and do so at your own risk.

4. No Unsolicited Submissions

Please do not submit unsolicited ideas or suggestions to the Services. Please keep in mind that we do not seek any unsolicited ideas or materials for products or services including, without

limitation, ideas, concepts, inventions, or designs (collectively, "**Unsolicited Ideas and Materials**"). Any Unsolicited Ideas and Materials you post on or send to us via the Services are deemed User Generated Content and licensed to us as set forth in this Agreement. Valvoline's receipt of your Unsolicited Ideas and Materials is not an admission by Valvoline of their novelty, priority, or originality, and it does not impair Valvoline's right to contest existing or future intellectual property rights relating to your Unsolicited Ideas and Materials. Each Participant acknowledges that other participants may have created ideas and concepts that may have familiarities or similarities to his/her own User Generated Content, and that he/she will not be entitled to any compensation or right to negotiate with Valvoline because of these familiarities or similarities. Notwithstanding any custom and practice to pay an individual for an idea (if any), nothing herein shall create an implied or express contract or other obligation to compensate you for your User Generated Content or for any of your ideas or materials in any communications with Valvoline, whatsoever.

5. Must Be the Age of Majority to Participate

By submitting your User Generated Content to Valvoline, you confirm that you are at least the age of majority in your state of residence (which is eighteen (18) in most states but is nineteen (19) in Alabama and Nebraska and twenty-one (21) in Mississippi).

6. Participant's Grant of a Non-Exclusive License to Valvoline for Use of User Generated Content; Name and Likeness

Participants retain ownership of Participant's User Generated Content (but excluding any Services Content as defined below), and grant Valvoline and all other users of this Services a non-exclusive, worldwide license as detailed below. As consideration for participation in the User Generated Content Program ("**Program**") and use of any Valvoline content or content tools on the Services ("**Services Content**"), upon Participant's submission of User Generated Content, Participants irrevocably grant to Valvoline, and each of its licensees, sublicensees (including all other users of the Services), successors and assigns, the non-exclusive, assignable, sub-licensable, worldwide, perpetual, royalty-free, no-cost license and right to use and otherwise exploit Participant's User Generated Content, in whole or in part, and all Participant social profile information, code, content, content descriptions, and other materials depicted therein, in whole or in part, in any manner or medium now or hereafter known or devised, including on the Internet and in advertising and promotion of the Services and of Valvoline and its products and services, throughout the universe and in any and all languages without the requirement to make payment to you or to any third party or the need to seek any third party permission. Valvoline will have the right to make unlimited derivative works therefrom, to assign or transfer any or all such rights and to grant unlimited, multiple-level sublicenses with no obligations to you, whether financial, credit, approval of changes or otherwise. Participants hereby forever waive and relinquish all so-called "moral rights (droit moral)" now or hereafter recognized. Valvoline may, at no cost or expense to you, process your User Generated Content for playback over the Internet (or other forms of media), in print or on television or direct playback on prepared files. Valvoline shall have and retain all right, title and interest in and to the data

resulting from such processing ("**Digital Files**"), including without limitation, encoding, compressing, formatting, and processing of audio and video data.

7. Trademarks

In addition, Participants agree that Valvoline shall have the sole discretion in determining the extent and manner of the use of the User Generated Content, and all elements thereof, in whole or in part, and that Valvoline is not obligated in any way to use or exploit same or anything else granted herein or any portion thereof in any medium or any manner. You agree that all goodwill that arises in connection with your use of Valvoline's trademarks inures exclusively to Valvoline and agree not to challenge Valvoline's ownership or control of any Valvoline trademarks, nor use or adopt any trademarks that might be confusingly similar to such Valvoline trademarks.

8. Participants' General Release

Participants also irrevocably grant Valvoline the perpetual, royalty-free and worldwide right to use their name, voice, likeness, image, photograph, biographical material, logos, marks or trade names, or other information provide or obtained, including without limitation, the right to publicly display, publicly perform, distribute, and reproduce the User Generated Content, name, voice, likeness, social profile information and biographical material, in connection with the Services, the Program, in derivative works thereof, and in any advertising, publicity and exploitative material for purposes of advertising or promoting Valvoline, its products and/or services. Participants agree that no money will be owing to any party as a result of the posting of the User Generated Content or its use as contemplated by the Services and this Agreement or for any telecast, broadcast or other exploitation of the User Generated Content or any rights therein, whether as part of the Services or otherwise. Participants also agree that neither Valvoline nor its agents shall be responsible for the return or preservation of User Generated Content submitted or any elements thereof. This permission is given to Valvoline with the knowledge that it will be relied thereon at substantial cost to Valvoline, and Participants agree not to assert any claim against Valvoline of any nature whatsoever arising by reason of its use of such User Generated Content.

I expressly waive and relinquish all rights and benefits afforded by California Civil Code Section 1542 and do so understanding and acknowledging the significance of this specific waiver of Section 1542. Section 1542 states as follows:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

9. Representations and Warranties; Indemnity

Participant hereby represents and warrants that his or her contribution to User Generated Content:

- are wholly original with Participant and are not a copy or imitation of any other material;
- will not infringe or violate any right whatsoever, including, without limitation, any personal rights (e.g., defamation, publicity, privacy, false light, moral right, etc.) or any property rights (e.g., copyright, trademark, right to ideas, etc.) of any person or entity; and
- are not the subject of any threatened or pending litigation, claim or dispute that might give rise to litigation, which adversely affects or in any way prejudices, impairs or diminishes the rights granted hereunder or the value thereof.

Participant further represents and warrants that he or she has the right to execute and fully perform this Agreement and that Participant is of the age of majority in his or her state of residence. Participant will defend, indemnify and hold Valvoline and its parents, and each of their respective successors, assigns and licensees, harmless from and against: (a) any claims, costs, injuries, losses and damages related to any unauthorized use of the User Generated Content, Services Content (if any) or any breach by Participant of this Agreement; and (b) any third party claims, to the extent relating to any breach of any representation, warranty or covenant made by Participant in this Agreement. Participant further represents and warrants that there are no third-party rights organizations that have jurisdiction over any User Generated Content.

10. Information We Collect or Store as You Access and Use the Services

By using the Services, you acknowledge and accept Valvoline's Terms of Service and Privacy Policy and consent to the collection and use of your data in accordance with the Terms of Service and Privacy Policy.

11. Governing Law and Jury Trial Waiver

This Agreement shall be subject to and governed by the laws of the Commonwealth of Kentucky, excluding its conflicts of law rules. You agree to WAIVE JURY TRIAL and CLASS ACTIONS. You agree to comply with all applicable laws, rules and regulations. Valvoline reserves the right to modify this Agreement, at any time without prior notice ("**Updated Agreement**"). You agree that we may notify you of the Updated Agreement by posting it on the Services so that it is accessible via a link on the Services, and that your use of the Services after we post the Updated Agreement (or engaging in such other conduct as we may reasonably specify) constitutes your agreement to the Updated Agreement. Therefore, you should review this Agreement on a regular and frequent basis. The Updated Agreement will be effective as of the time that Valvoline posts it on the Services, or such later date as may be specified in it.