

# Parmalat Social Media House Rules

## 1. Welcome

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### **Effective date of the Parmalat Social Media House Rules: November 2016**

The Parmalat Group currently operates various social media pages (collectively, the **Social Media Pages**).

Parmalat provides the Social Media Pages for your use, interaction and enjoyment.

The Social Media Pages enable you to

Parmalat will use the Social Media Pages to provide you with information about Parmalat, its associated brands, its products and promotions, and will make every effort to provide you with content that is accurate, up-to-date and complete. Through the Social Media Pages, you are able to interact with Parmalat, its associated brands and other users, and discuss our products, campaigns and our company.

If you have any questions, queries, or want to report an issue, please feel free to contact us at [customer.care@parmalat.com.au](mailto:customer.care@parmalat.com.au) or by phoning 1800 676 961.

## 2. Communicating appropriately

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We ask that you be appropriate when posting content.

When interacting with others on the Social Media Pages, please do not communicate in a manner which is abusive, threatening, defamatory, obscene, fraudulent, offensive, pornographic, harassing, stalking, invasive of others' privacy, infringing on other people's intellectual property rights, misleading, unlawful or otherwise contrary to public ethics.

Regardless of your personal opinions with respect to something someone has stated, or done, we ask that you express your opinion respectfully.

We may pre-screen, review, flag, filter, modify, refuse or remove any or all content from the Parmalat Social Media pages either manually or automatically, but have no obligation to do so.

## 3. Interacting responsibly

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Inappropriate conduct on the Social Media Pages includes, but is not limited to:

- posting spam;
- uploading confidential information;

- use any script, software or other devices that interferes with the normal functioning of the Social Media pages; and
- damaging, disabling or attempting to gain unauthorised access to the Social Media pages through hacking, spoofing or any similar means.

## 4. Interacting safely

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Content on the Social Media Pages can be viewed by anyone and may continue to be accessible on the internet for many years.

Please don't take the risk of having unwanted people contacting you by sharing your personal details such as your phone number or address.

We will also endeavour to remove your personal data in appropriate cases to protect your privacy.

## 5. Understanding our Privacy Policy

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By using the Social Media Pages, you agree that any content you post (user generated content) and all data stored in your profile that is accessible to us may be processed and may be used by Parmalat for our business purposes as defined in our Privacy Policy.

Please be aware that Parmalat or its associated third parties may conduct searches of publicly available content on the Social Media Pages. We may use this content to improve our products or services or to address consumer issues or questions.

Parmalat reserves the right to report potential offences to the relevant law enforcement authorities should it be necessary. In the event a report is made to a relevant law enforcement authority, Parmalat will co-operate with those authorities and appropriate third parties by disclosing your identity to them.

## 6. Intellectual property rights

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All intellectual property rights to the Social Media Pages and content are owned by Parmalat, unless otherwise indicated. Parmalat requests your cooperation in protecting ownership rights of intellectual property.

Parmalat takes protecting its own and other people's intellectual property rights very seriously. We ask that you take care in ensuring that you do not post, upload or provide content that you do not own or that may infringe upon the rights of others.

Parmalat acknowledges that you own the copyright in content you post to the Social Media Pages. However, in posting or uploading content (including, but not limited to, comments, reviews, likes, pictures, videos, shares, blogs, links and live sessions) to the Social Media

Pages or providing content to Parmalat by any other means, you grant Parmalat an irrevocable licence to repost, reuse, copy and/or commercially use content free of charge in all cases. Parmalat is not bound by any confidentiality obligation in respect of such content.

Parmalat may disclose your identity to a third party alleging a violation of their intellectual property rights or data protection rights through the content uploaded by you to the Social Media Pages.

If you identify content on the Social Media Pages that you believe may infringe your or someone else's intellectual property rights, please:

- notify Parmalat by sending an email to [customer.care@parmalat.com.au](mailto:customer.care@parmalat.com.au) or by phoning 1800 676 961 outlining the allegedly infringing content and explaining why you believe that the use of the content is not authorised by the owner of the rights;
- Parmalat will investigate the matter and will notify you of its findings within a reasonable timeframe;
- If Parmalat determines that the content infringes ownership rights, the content will be deleted from the Social Media Pages within a reasonable timeframe of Parmalat receiving notice of the infringement.

In using the Social Media Pages, you must not:

- use Parmalat's intellectual property (e.g. logo, brand name, our content) other than as is reasonably necessary. Parmalat reserves the right to remove any inappropriate content; or
- reproduce, publish, duplicate, copy, share, or link by any other means to any data which is damaging to the Parmalat brand.

## 7. Promotional rules

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Parmalat may publish specific rules applicable to specific promotions, including in relation to the beginning and end date of the Promotion, registration, prizes (including value), number and dates of draws and/or selection of winners, selection process, and information on communication with winners. Please ensure that you read and understand the rules prior to participating in Promotions.

## 8. Disclaimer regarding content

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The nature of social media would suggest that not all content available on our Social Media pages is created or posted by Parmalat. Content created or posted by third party users does not reflect the attitude and demeanour of Parmalat.

We promise, we are diligent in making sure that the content posted by third party users is compliant with the Parmalat Social Media House Rules, however, we cannot always approve or

ensure the accuracy of all user content. We ask that you give us some leeway when it comes to these issues.

## 9. No liability

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You are solely responsible for any content you upload or otherwise provide to the Social Media Pages, and warrant that you are entitled and authorised to upload or otherwise provide that content.

You agree to comply with the Parmalat Social Media House Rules and you indemnify Parmalat against all actions resulting from of any breach of your obligations (including any loss or damage which Parmalat or any third party may suffer).

Parmalat provides no warranty regarding availability, accessibility, performance or functionality of the Social Media Pages whatsoever. By accessing our Social Media Pages, you assume all risks associated with its use, including but not limited to the risk that your computer, software or data may be damaged by any virus transmitted by the Social Media Pages or by any third party content or third party website. To the extent permitted by law, all warranties, conditions and claims (whether express or implied) arising out of or in any way connected with the Social Media Pages are hereby excluded.

By accessing the Social Media Pages, you agree to indemnify Parmalat for any loss, damage, costs or expenses whatsoever suffered by any person or entity arising out of or in any way connected with your access of the Social Media Pages.

## 10. Changes to Social Media

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Parmalat seeks to continually improve and update its Social Media Pages. Consequently, we may change or add to the Social Media Pages and Parmalat Social Media House Rules from time to time.

Changes to Parmalat Social Media House Rules will be effective upon publication. We encourage you to regularly check back to this page to ensure you continue to comply and agree with the Social Media House Rules. If you continue to access or make use of the Social Media Pages after those changes become effective, you are consenting to be bound by the latest version of the Parmalat Social Media House Rules.

## 11. Legal rights

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You agree by using, interacting or posting on the Social Media Pages to be bound by this agreement. You also agree to be bound to this agreement when using one of the Social Media Pages.

These Parmalat House Rules and your relationship with Parmalat shall be governed by the laws of Queensland, Australia. You and Parmalat agree to submit to the exclusive jurisdiction of the

courts of Queensland, Australia to resolve any legal matter arising from your use of the Social Media Pages. In addition, Parmalat retains the right at its sole discretion to submit any claims in other jurisdictions.