

Footwear Industries Pty Ltd trading as Steel Blue

Social Media Influencer Terms and Conditions

BACKGROUND

- A Footwear Industries Pty Ltd (ACN 068 608 917) trading as Steel Blue (**Steel Blue**) is an Australian manufacturer and distributor of safety and occupational footwear.
- B These Terms and Conditions govern the Services to be provided by the Influencers who participate in Steel Blue's marketing program.

Operative provisions

1 Definitions

In these Terms and Conditions:

Commencement Date means the means the date the Influencer publishes the first story or post in accordance with these Terms and Conditions or such other date as agreed between the parties.

Competitors means any other safety or occupational footwear brand, including but not limited to RM Williams; Rossi; Blundstone; Timberland; Wolverine; Redback Boots and Carhartt.

Content means any images or text (including posts and stories) produced by the Influencer in providing the Services and which have been uploaded by the Influencer onto Social Media.

Exclusivity Period means the period from the Commencement Date to the date which is 90 days after termination of the Influencer's engagement pursuant to these Terms and Conditions.

Intellectual Property Rights means all intellectual and industrial property rights, including trade marks, copyright (including future copyright), inventions, patents, designs, circuits and other eligible layouts, database rights, and other intellectual property rights, including any application or right to apply for registration of any of these rights.

Moral Rights means rights of integrity, rights of attribution and other rights of an analogous nature which may now exist or which may exist in the future in respect of the Content under the *Copyright Act 1968* (Cth) or under the law of a country other than Australia.

Merchandise means such Product or Products provided by Steel Blue to the Influencer in accordance with clause 2.

Products means Steel Blue's various range of occupational, workwear and safety boots.

Related Entities has the meaning given that term in the *Corporations Act 2001* (Cth).

Services the services to be provided by the Influencer to Steel Blue pursuant to clause 3 of these Terms and Conditions, or as otherwise agreed between the Parties.

Social Media means all accounts in the name of the Influencer on social media platforms, including but not limited to Instagram, Facebook, Tik Tok and LinkedIn.

Term means 30 days from the Commencement Date.

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The Influencer agrees to utilise Social Media to publicise and promote Steel Blue and its Products in accordance with these Terms and Conditions.

2 Consideration

- 2.1 Where an Influencer provides the Services in accordance with these Terms and Conditions, Steel Blue shall provide Merchandise to the Influencer.
- 2.2 The particulars of such Merchandise shall be at Steel Blue's complete discretion.

3 Provision of Services

- 3.1 The Influencer agrees to provide the Services as agreed between the parties by email. Such Services may include:
 - 3.1.1 publication of stories, posts or reels on the Influencer's Social Media; and
 - 3.1.2 any other specific requirements specified by Steel Blue, such as campaign hash tags, period of visibility for each story or post or as otherwise agreed between the Parties.
- 3.2 Unless otherwise agreed, prior to publishing any Content, the Influencer must provide to Steel Blue a copy of each post, story or reel proposed to be published by the Influencer (**Content Proposal**).
- 3.3 Steel Blue shall review the Content Proposal provided and shall:
 - 3.3.1 notify the Influencer if any revisions or further information are required in connection with the Content Proposal; or
 - 3.3.2 notify the Influencer that it does not require any revision to the Content Proposal.
- 3.4 Any request for revisions or further information in accordance with clause 3.3.1 is at Steel Blue's complete discretion (acting reasonably).
- 3.5 In providing the Services, the Influencer shall ensure that:
 - 3.5.1 Steel Blue and the Products are prominently and positively featured using the Influencer's usual and ordinary syntax and language so as to create an "organic" style and feel to the Content;
 - 3.5.2 any opinions contained in the Content must be honestly held and not exaggerated;
 - 3.5.3 no Content created by the Influencer shall reference in any way any of the Competitors or their products;
 - 3.5.4 all Content is lawful, socially responsible, truthful to the best of the Influencer's knowledge, and must not be defamatory or harmful of any third party, politically controversial, illegal or offensive, violent, nor depict dangerous or anti-social behaviour;

- 3.5.5 all Content complies with all applicable laws and all rules, guidance, codes and practices relating to social media advertising and marketing including the Australian Influencer Marketing Council Code of Practice (11 August 2021 as amended from time to time).
- 3.5.6 any third comments uploaded onto any of the Influencer's Social Media in connection with the Content which are:
- (a) false or misleading; or
 - (b) disparaging towards Steel Blue or the Products,
- must be deleted by the Influencer as soon as reasonably practicable.

4 Non-Disparagement

The Influencer undertake that it will each not disparage Steel Blue nor bring Steel Blue into disrepute.

5 Exclusivity

- 5.1 At all times during the Exclusivity Period and for a period of nine months thereafter, the Influencer must not, directly or indirectly, provide services similar to the Services provided under these Terms and Conditions to any Steel Blue Competitor.
- 5.2 At all times during the Exclusivity Period and for a period of two years thereafter, the Influencer must not engage in any form of competitive advertising which, truthfully or otherwise, diminishes the quality or value of Steel Blue's products.

6 Intellectual Property

- 6.1 Subject to clause 8.3, each party shall own and will retain all rights to its Background IP.
- 6.2 Steel Blue may use the Content for any purpose whatsoever, including any promotional, advertising or marketing conducted by Steel Blue.
- 6.3 The Influencer unconditionally consents to Steel Blue or persons authorised by Steel Blue doing, or omitting to do, with respect to the Content, any act, including but not limited to:
- 6.3.1 reproducing, publishing, communicating, performing or adapting the Content without attributing its authorship;
 - 6.3.2 altering the Content in any way; or
 - 6.3.3 dealing in any way with the Content,
- which may infringe the Moral Rights of any person in the Content.

7 Name and Likeness Release

- 7.1 The Influencer grants to Steel Blue a non-transferable and royalty-free licence to use:

- 7.1.1 the Influencer's name; and
- 7.1.2 any registered or unregistered trade mark existing over the Influencer's name, brand, image or likeness,

in connection with any marketing, advertising, publicising, exhibiting or exploiting of Steel Blue or its Products.

- 7.2 The Influencer hereby releases Steel Blue from any and all claims and demands arising out of or in connection with such use including, without limitation, any and all claims for invasion of privacy, infringement of right of publicity, defamation and any other personal and/or property rights.

8 Quality of Audiences

- 8.1 The Influencer must not engage in any practices in relation to the delivery of the Services which artificially increases perceived engagement with the Services. By way of example only, such prohibited practices could include:

- 8.1.1 paying (whether directly or indirectly) a third party to increase the number of likes on any Content and/or the Influencer's Social Media in order to make the Influencer and/or the Content appear to have a wider and more engaged audience than what it actually does;
- 8.1.2 using or authorising others to use automated means such as bots or other programs to increase the number of likes, comments, or other engagements with Content;
- 8.1.3 non-human fraudulent likes or followers; and
- 8.1.4 other unethical, dishonest, non-organic, or non-human methods of increasing perceived engagement with the Content.

- 8.2 In the event that Steel Blue has a reason to suspect that the Influencer has breached this clause 10 then this shall entitle Steel Blue to terminate the Influencer's engagement under these Terms and Conditions.

9 Indemnity

- 9.1 The Influencer will at all times indemnify and keep indemnified Steel Blue, its representatives and any Related Entities of Steel Blue against any and all claims, liabilities, damages, losses, costs, and expenses (including legal costs and expenses) arising out of or relating to or as a consequence of:

- 9.1.1 any breach or alleged breach of any term, condition or warranty by the Influencer; and
- 9.1.2 any claims in relation to infringement of any rights of any third party arising in connection with the Services.

10 Termination

- 10.1 Steel Blue may terminate the Influencer's engagement under these Terms and Conditions for no cause on 48 hours' written notice.
- 10.2 Termination does not affect any rights or obligations of one Party to the other Party which have accrued before termination.

11 Consequential Loss

Except for amounts that become payable under the express terms of these Terms and Conditions or for fraud, no party will be liable to the other party for any loss of profits, loss of use, loss of revenue, or loss of opportunity.

12 Governing law and jurisdiction

These Terms and Conditions are governed by the law of the State of Western Australia and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of the State of Western Australia.