

## **Social Insights General Terms and Conditions**

1. This website is open to UK businesses and their employees. By signing up to and using the site you confirm your acceptance of these terms and conditions on behalf of your business. No third party participants, bulk participants or participants signing up via agents will be accepted. O2 reserves the right to verify the eligibility of participants on the site. O2 may require such information as it considers reasonably necessary for the purpose of verifying the eligibility of a participant and an account may be suspended or withdrawn from the site at O2's sole discretion unless O2 is satisfied with the verification.

2. Participants not complying with these terms and conditions will be invalid and O2 reserves the right at its sole discretion to remove and disqualify any participants from the site who are breaching these terms and conditions.

3. During the operation of the site O2 will operate a social media leader board. This will rank participants based on how engaged in social media they are based on the following criteria: Influence and Outreach scores within the Social Insights community. More information on how these scores are calculated can be found in the 'about' section on the website. From time to time O2 may run competitions and/or prize draws on the site based on the social media leaderboard. Details of these competitions and or/prize draws will be explained on the site and terms and conditions for these will be made available on line. Anyone taking steps to fraudulently raise their ranking may be investigated by O2, may have their score or ranking reduced or may be disqualified at the sole discretion of O2.

4. To sign up to use the site entrants must have an active Twitter account or register a new one, details of how to create a new Twitter account can be found at [www.twitter.com](http://www.twitter.com). Users can then visit the Social Insights site and select 'register' on the homepage. The registration process will ask for some basic profile information and require the user to link their Twitter account in order to become a registered user.

5. The instructions provided on the site form part of the terms & conditions of this site, and in the event of a conflict, these terms & conditions take precedence.

6. O2 accepts no responsibility for incorrectly completed, lost or delayed log in details.

7. In the event of fraud, abuse, and/or an error affecting the proper operation of this site, O2 reserves the right to end or suspend the access of participants and to amend these terms & conditions

8. By submitting user generated content on the site or creating content in relation to the site activity, participants grant O2 a transferable, sub-licensable, royalty free, non-exclusive worldwide licence to reproduce, use, distribute, and make derivative works of their content via any media channel and in any media.

9. Submissions and user generated content relating to the site must be suitable for publication and display and must not be indecent or obscene. Submissions and user generated content relating to the site must not include symbols, statements or words that are offensive to the general public or to individuals of a particular socioeconomic group, sexual orientation, ethnicity, race or religion. Submissions and user generated content relating to the site must not breach any laws or network standards and must not include any threats to any third parties. Submissions and user generated content relating to the site must not invade the privacy or any rights of any other person or entity.

10. Submissions and user generated content relating to the site must not give undue prominence to any third party trade marks (i.e. trade marks not owned or controlled by O2 or the participant). Participants must only refer to third party trade marks to identify those trade marks in accordance with honest practices and any such reference must be made with due cause and must not take unfair advantage of, or be detrimental to, the distinctive character or repute of the trade mark in question. Participants must not denigrate any third party trade marks. Participants must ensure that they do not infringe third party trade mark rights with their submissions and user generated content.

11. Submissions and user generated content must not contain third party copyright material and must not infringe any right of privacy, right of publicity, copyright or any other third party rights.

12. Submissions and user generated content created in relation to the site must be the work of the participant.

13. If anyone other than the participant who is signing up to the site appears in a submission or appears in user generated content relating to the site the participant must get their permission before submitting the user generated content.

14. If a participant submits user generated content which infringes third party rights that participant will be responsible for any legal action that third party takes against them.

15. If any provision of these terms and conditions is held invalid by any law, rule, order or regulation of any government, or by the final determination of any court of a competent jurisdiction, such invalidity shall not affect the enforceability of any other provisions not held to be invalid.

16. The participants may be required to participate in publicity connected with this site.

17. Participants' data will be collected, stored and processed for the purposes of administering and assessing this site.

18. O2's decision is final in relation to all matters relating to the site and no correspondence will be entered into.

19. O2 reserves the right to suspend, cancel or amend the site and/or review and revise these terms and conditions at any time without giving prior notice and by continuing to take part in the site activity subsequent to any revision of these terms and conditions, participants shall be deemed to have agreed to any such new or amended terms.

20. All matters in relation to this site are governed by English Law and is subject to the exclusive jurisdiction of the English courts.

21. The operator of this site is Telefónica UK Limited, 260 Bath Road, Slough, Berkshire, SL1 4DX ("O2").