

**Last updated: July 1<sup>st</sup>, 2025**

## **Welcome to *The Hollister Style Hub* Terms of Participation**

Welcome to The Hollister Style Hub. A unique community powered by rewarding creators for completing exciting challenges, The Hollister Style Hub is your opportunity to earn commission as a Hollister affiliate advocate, help shape future products and campaigns of the brands, get featured on Hollister's channels and gain access to collections, promos and events like never before.

This creator community is organized into multiple 'levels', access to which is rewarded by completing challenges and earning points. With each new level you check in to, you're gifted with new product, new opportunities, and higher commission rates.

Carefully read the following AFH Stores UK Limited ("Hollister")'s The Hollister Style Hub ("Program") Terms of Participation ("Terms"). Please note that this Program is hosted by Duel Holdings Limited ("Duel"). You will be required to create a Duel account to participate in this Program, and your obligations and rights as you navigate this Program are governed by the Duel Platform Terms of Use.

### **Perks**

As you complete Program challenges, you will be eligible to receive certain rewards, vouchers, commission payments through Hollister's app and website, and other great perks.

### **Commissions**

Any commission payment(s) owed to you and earned by posting your link created on the Program will be processed and paid by Duel and issued by PayPal. Therefore, you are subject to Duel's Terms of Use and PayPal's terms and conditions for the receipt of commission payments. You acknowledge and agree that commission linking, and the tracking thereof, may be restricted, disabled, or otherwise rendered ineffective where a third party has tracking capabilities, cookies, and/or other similar tracking technologies disabled on their device or browser, or other restrictive software in place which prevents the tracking of the third party's activity. For the avoidance of doubt, you acknowledge and agree that you will only receive commission payment(s) where commission links are capable of being tracked and verified by Hollister and by Duel and in accordance with our Affiliate Tracking Guidelines. Hollister does not accept any liability for inability to track and verify a commission link but will use commercially reasonable efforts to do so. In the event of a dispute over commission payments, Hollister and Duel's records and tracking data shall be deemed conclusive for determining commission payment eligibility. This clause may be amended from time to time to reflect any changes in tracking technologies and/or regulatory requirements impacting user tracking and related data collection considerations.

### **Creation and Ownership of Content**

You agree to create certain posts, text, photographs, videos, audio/sound recordings, artwork and/or other material ("Content"), at your own expense, using your own resources and equipment, in connection with the Program, which may contain your name, social media handle, image (including body art), likeness, persona, biographical information (e.g., height, size), opinion and/or voice (collectively, your "Likeness").

You assign to Hollister absolutely with full title guarantee all your right, title and interest in and to the copyright and all other rights (including without limitation all performers' property rights under Part II of the Copyright, Designs and Patents Act 1988 (the "CDPA")) throughout the world in all media whether now known or hereafter developed for the full period of copyright and all renewals, revivals, reversions and extensions thereof (and thereafter, insofar as you are able, in perpetuity) including by way of present assignment of future copyright and all other rights in all products of the Content including, without limitation, all performances and literary, artistic and musical material created by you in the course of creating the Content.

You agree to do such acts and execute such documents as Hollister may reasonably require to vest in or confirm to Hollister the copyright and all other rights assigned or granted or purported to be assigned or granted by you to Hollister under these Terms.

You irrevocably grant Hollister your consent to make full use of the Content, and any extracts from the Content, in all media worldwide.

You irrevocably consent to, authorise and grant Hollister the worldwide right to use, display and otherwise exploit your Likeness (solely to the extent incorporated into the Content) in connection with the marketing, advertising and promotion of Hollister and the Program across brand channels, which shall include on a worldwide basis (i) all brand owned, operated and authorised channels including, without limitation, physical stores, franchises, wholesale partners, digital, online, social, blog, app, email, mobile, signage, point of sale; (ii) all paid media, including, without limitation, social, display, audio, video, mobile, desktop; and (iii) other authorised channels including, without limitation, brand agents posting on behalf of the Program, whitelist/dark post rights, Instagram Checkout functionality and any other authorised channel in furtherance of Hollister brand promotion.

You recognise that Hollister has the unlimited right to edit, copy, alter, add to, take from, adapt and translate the Content and dub it into one or more foreign languages and you irrevocably and unconditionally waive the benefit of your moral rights arising under Parts I and II of the CDPA and performers' non-property rights arising under Part II of the CDPA and any similar laws of any jurisdiction in favor of Hollister.

You further acknowledge and agree that Hollister shall own and retain all right, title and interest in and to the Program as well as any trademarks, trade names, service marks, logos, artwork, designs, copy or other intellectual property owned by Hollister (collectively, "Hollister IP"). You shall have no interest or right to use any Hollister IP except for the limited right of usage in connection with the Program in accordance with these Terms. All uses of any Hollister IP under these Terms will inure solely to the benefit of Hollister.

### **Content Guidelines and Submission Requirements**

In order to ensure the protection and promotion of the Hollister brand, and not to limit your discretion in connection with creation of the Content, you agree to submit all Content through the Website for review and shall post only compliant Content.

You shall wear Hollister product in connection with the Program, including within the Content. Posts may contain, but not prominently feature, readily identifiable third-party products from retailers other than Hollister. Content shall *not include* any overt third-party logos or statements about third-party brands.

You shall not submit or post any Content that is not compliant with the following Content Guidelines ("Content Guidelines"):

- Knowingly violates or infringes any rights of any third party, including but not limited to copyright, trademark, privacy, publicity or any other intellectual property rights;
- Contains material that is indecent, obscene, hateful, defamatory, slanderous or libelous;
- Contains material that is unlawful, in violation of or contrary to the laws and regulations of the United States or of any jurisdiction where Content is created;
- Contains information known by you to be false, inaccurate or misleading;
- Contains content that is, or may reasonably be considered to be, hate speech, or promote bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age;

- Contains material or content for which you have been compensated or granted any consideration by any third party;
- Disparages Hollister, the Program, or any other person or party; and/or
- Contains material not consistent with the image and values of Hollister.

Following posting of compliant Content by you, Hollister shall have the right to require, and you hereby agree to either: (i) revise any Content as instructed by Hollister or (ii) remove any reference to Hollister from the Content. In the event of any such requirement by Hollister, you shall revise the applicable Content in accordance with the Content Guidelines.

### **Endorsements**

You shall comply with all applicable laws, rules, and regulations when creating Content, including, but not limited to the Competition and Markets Authority (“CMA”) and Committee of Advertising Practice (“CAP”) compliance guidance “Influencer’s Guide to Making it Clear that Ads are Ads” (<https://www.asa.org.uk/influencers>). You shall also comply with Hollister’s U.K. Material Connection Disclosure Requirements as follows:

#### **Instagram/Facebook**

##### *Instagram/Facebook Picture Posts:*

- Written Disclosure: #ad and #hollisterpartner in order to clearly identify who the ad is made on behalf of
  - The material disclosure should disclose the brand, be at the beginning of the description, and before the “more” button

##### *Instagram/Facebook Stories:* disclosures must appear in two forms

- Verbal Disclosure: “This video is a Hollister ad”
  - The verbal disclosure should happen within the first thirty seconds of the video and must be clear and unambiguous; AND
- Overlay Disclosure: #ad and #hollisterpartner superimposed on the image or video

##### *Instagram/Facebook Reels:* disclosures must appear in two forms

- Use Instagram’s branded content tool; AND
- Written Disclosure: #ad and #hollisterpartner in order to clearly identify who the ad is made on behalf of, all of must be visible during the entire Reel
  - The disclosure must be located in the beginning of the Reel caption and before the “show more” button

##### **YouTube:** disclosures must appear in three forms-

- Verbal Disclosure: “This video is a Hollister ad”
  - Must be stated in a clear and conspicuous manner and within the first 30 seconds.
- Video Description Disclosure: #ad and #hollisterpartner; should be located at the beginning of the description and before the “more” button; AND
- Overlay Disclosure: #ad superimposed on video

##### **TikTok:** disclosures must appear in two forms

- Written Disclosure in the caption: #ad, #AdvertisementFeature, #Advert, #Advertising, or #AdFeature along with #hollisterpartner in order to clearly identify who the ad is made on behalf of
  - Must be prominently located upfront in the beginning of the description and before the “show more” button; AND
- TikTok’s branded content toggle should be used as well, if possible

You agree not to speak about or refer to Hollister or its products or services, directly or indirectly, without disclosing that you and Hollister have a material connection. This includes but is not limited to when posting Content on your social media or in an editorial or expert capacity (including live appearances or through any media) when a significant minority of the audience does not understand or expect that you and Hollister have a material connection. Your statements will reflect your honest views and personal experiences with Hollister. Your statements will also be clear and conspicuous (difficult to miss, easily understandable, and issued in the same format as your representation).

**Hollister reserves the right to monitor your compliance with the above laws, rules, and regulations, Hollister Policy described below, and Content Guidelines described above and to deactivate your Duel account in the event of any non-compliance.**

### **Representations and Warranties**

You represent and warrant to Hollister that: (i) you have the full right, power and authority to agree to these Terms, grant the rights granted herein, and fully perform its obligations without violating the rights of any third party; (ii) the Content created or provided by you is wholly original with you, and that the use of the Content in accordance with these Terms will not infringe any patents, copyrights, trademarks, trade secrets or other intellectual property rights or violate the right of privacy, publicity or other rights of any third party; (iii) you, and the Content will comply with [Hollister's Endorsements and Social Media Engagement Policy](#) ("Hollister Policy") and all other Terms; (iv) you will comply with any Internet platforms' terms of use and policies when posting Content on such third party Internet platforms; (v) you are the sole owner of your Likeness and rights of publicity licensed for use to Hollister hereunder; and (vi) Hollister shall not be required to make any monetary payments of any nature whatsoever to you and/or any third parties in connection with the use and/or ownership of the Content produced under these Terms.

### **Indemnity**

You shall indemnify, defend, and hold harmless Hollister from and against any third-party claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable outside attorneys' fees) arising out of or related to (i) the use of your Likeness; (ii) the exercise of any rights granted by you to Hollister hereunder; (iii) any breach of the representations, warranties or covenants made by you herein; or (iv) any act or omission or willful misconduct by you or your representatives in connection with these Terms.

EXCLUDING ONLY YOUR INDEMNITY AND DEFENSE OBLIGATIONS HEREIN: (i) IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY CHARACTER (INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS OR GOOD WILL OR LOSS OF REVENUE OR PROFIT) ARISING OUT OF OR IN CONNECTION WITH THESE TERMS, OR THE PERFORMANCE OF THE PARTIES' RESPECTIVE OBLIGATIONS HEREUNDER, REGARDLESS OF THE LEGAL THEORY ASSERTED, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

### **Miscellaneous**

- **Deactivation:** We may deactivate your access to and participation in the Program at any time, for any other reason or for no reason, and without prior notice to you.
- **Future Agreements:** Hollister reserves the right to update or modify these Terms of Participation at any time. Unless expressly stated otherwise, any updated terms will automatically supersede and replace any previous versions. For clarity, the most recently updated Terms will govern your participation and shall be binding.
- **No Disparagement:** You agree that you will not publicly disparage Hollister, its brands, its products, or the Program.
- **Background Check:** You acknowledge that Hollister may conduct a background check on you and, upon request, will cooperate in providing any additional information needed to complete that background check. In the event that the results of the background check reveal any facts that Hollister determines in its reasonable judgment may injure the success of Hollister or its products or services, then Hollister may deactivate your Duel account and this your participation in the Program. Any background checks will be conducted in accordance with applicable laws.

- **No Assignment:** Your services are unique and personal to you. You shall not assign any of your rights or delegate any of your obligations hereunder without the prior written consent of Hollister, such consent not to be unreasonably withheld, conditioned, or delayed.
- **Governing Law; Jurisdiction:** These Terms are governed by, and shall be construed in accordance with English Law. Each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Terms and all matters arising from it.
- **Notice:** Any communication required or permitted to be given hereunder shall be in writing, effective upon receipt, and delivered personally, by nationally recognized overnight courier (with receipt acknowledged), mailed by certified mail, postage prepaid, return receipt requested (such mailed notice to be effective on the date such receipt is acknowledged or refused), or by email. Notices to Hollister shall be addressed by mail to: Abercrombie & Fitch, 6301 Fitch Path, New Albany, Ohio 43054, Attn: Legal Department, or by email to: Trademark@anfcorp.com (return receipt requested). Notices to you shall be provided to the contact address(es) provided by you.
- **Relationship of Parties:** Each of the parties agrees that the intent of these Terms is to create an independent contractor relationship between the parties; nothing herein shall be deemed to create an employment relationship between you and Hollister. Anyone who agrees to these Terms does so voluntarily. By way of further explanation: You understand that these Terms do not create any association, partnership, joint venture, employee, worker or agency relationship between you and Hollister for any purpose. You understand the Terms do not entitle you to receive any of the rights, privileges, or benefits of being an employee or a worker of Hollister, nor does it entitle you to continued participation in the Program. Further, you acknowledge that Hollister is under no obligation to compensate you beyond what is specified in these Terms or to offer you employment, nor work of any particular kind. You have no authority (and will not hold yourself out as having) to bind Hollister and will not make any agreements or representations on Hollister's behalf or without Hollister's prior written consent.
- **Current Employees:** Current employees of Hollister, or any subsidiary, affiliate, division, or parent, are ineligible to participate in the Program. By agreeing to these Terms, you acknowledge that you are not a current employee.
- **Severability:** If any provision of these Terms are or become invalid or unenforceable under any law of mandatory application, it is the intent of you and Hollister that such provision be deemed severed and omitted from these Terms, the remaining portion of these Terms remain in full force and effect as written.
- **Counterparts:** These Terms may be executed in counterparts. Signatures will be captured in a separate signature box. Electronic/PDF copies are as effective as the original.
- **Entire Agreement:** These Terms are complete and supersede any prior or contemporaneous agreement, whether written, oral or implied, and none of such Terms may be added to, modified, superseded or altered. No waiver of any provision of these Terms shall be effective unless it is in writing and signed by an authorized officer or representative of the parties, as appropriate, and then such waiver shall be effective only in the specific instance and for the specific purpose given. The failure to exercise any right or remedy under these Terms shall not be deemed a waiver of the right to exercise such right or remedy at a later date.

If you agree with these Terms, indicate your assent as instructed.