

Submission Terms

ITW Australia Pty Ltd, trading as Paslode Australia (ABN 63 004 235 063) (the “Company”) welcomes your comments and feedback regarding the Company's products and services and suggestions on products and services for the Company. Anyone who submits any suggestions, feedback, data, questions, comments, ideas, know-how, images, applications or other types of content or information (each, a “Submission”) is subject to the following terms and conditions (the “Submission Terms”). Where appropriate, the term “Company” refers both to the Company and its related bodies corporate.

Please read these Submission Terms carefully because they will apply to you and your Submission. Providing a Submission constitutes your acceptance of these Submission Terms. The Company may revise and update these Submission Terms at any time without notice by posting the amended Submission Terms to this web site. Your subsequent provision of a Submission means that you accept the revised Submission Terms. If you disagree with these Submission Terms, your sole and exclusive remedy is to not provide a Submission to the Company.

1. The Company may, but is not required to, use any Submission in current or future products or services or to improve the Company’s products or services. The Company has the right to reject any Submission or retain it for possible future use.
2. Submissions are not confidential. The Company is not required to treat any Submission as confidential, even if it is labeled confidential or proprietary, and may use any Submission for any purpose (including without limitation, for products or advertising) without incurring any liability for royalties or any other consideration of any kind, and will not incur any liability as a result of any similarities that may appear in future Company operations. By submitting the Submission to the Company, you warrant and agree that the Company may use, copy, reproduce, modify, adapt, publish, translate, create derivative works from, transmit and display all or any part of the Submission for any purpose and by any means, including using it as part of the Company's operations and incorporating its concepts into the Company's products and services, without liability to any person. The Company may reproduce testimonials included in any Submission in promotional materials (which may or may not identify you).
3. By submitting a Submission, you assign (and, if necessary, will in the future assign) to the Company all right, title, interest and intellectual property rights (including copyright) in and to the Submission. The Company will be free to use all or any part of a Submission for any purpose whatsoever, including, but not limited to, developing, manufacturing and marketing products that incorporate or otherwise embody the Submission, without providing any notice, compensation or attribution to you. You consent to any act or omission in relation to the Submission that would otherwise infringe your moral rights in the Submission and present and future rights of a similar nature conferred by statute anywhere in the world.
4. You warrant that (a) the Submission is your own independent original creation and otherwise free of proprietary or other restrictions (including copyright claims by other persons) and that you have the right to submit it to the Company, (b) the Submission, and any use of the Submission by the Company or a person authorised by the Company, will not infringe any rights

(including intellectual property rights or moral rights) of any person or entity or violate the laws of any jurisdiction, and (c) you have obtained all necessary consents and approvals in relation to the Submission (including in relation to the use of any name, likeness or anything else that identifies any person that is included in the Submission) to enable you to provide the Submission to the Company in accordance with these Submission Terms. You agree to indemnify and hold harmless the Company and its officers, directors, employees, agents, related bodies corporate, licensors, and contractors for any losses, damages, judgments, awards, costs, expenses, and legal fees resulting from any third party claim alleging that the Submission or any use of the Submission infringes any right (including any intellectual property right or moral right) of any person or entity or violates the laws of any jurisdiction.

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