

USER-GENERATED CONTENT TERMS AND CONDITIONS

UPDATED: June 13, 2023

P.F. Chang's China Bistro, Inc. ("P.F. Chang's," "we," or "us") reaches out to social media users to seek their permission to feature our favorite content on our websites, social media channels, and promotional materials. You are probably here because P.F. Chang's has requested your permission to use your content in this way.

AGREEMENT TO ALLOW USE OF YOUR UGC

You may create and publish content ("UGC") on a website owned and/or operated by P.F. Chang's or our affiliates, or on a third party website (e.g., Facebook, Twitter, YouTube, Instagram, TikTok, LinkedIn), and that UGC may be used by P.F. Chang's, our affiliates, and/or our agents as described in these UGC Terms. "UGC" includes all photos, images, graphics, videos, stories, testimonials, audio files, and any other information included in your content.

We developed these User-Generated Content Terms and Conditions ("UGC Terms") to ensure that you know how we intend to use your UGC. You may also wish to review our website [Terms and Conditions](#) and [Privacy Policy](#), which also may apply to your interactions with us.

By replying with a designated hashtag, "Y," "Yes," or otherwise indicating affirmative agreement to a request by P.F. Chang's to use your content, you understand and agree that you are subject to these UGC Terms, as well as any applicable provisions of our website Terms and Conditions and Privacy Policy.

LICENSED RIGHTS

You hereby grant to P.F. Chang's and its employees, agents, personnel, assigns, licensees, successors in interest, and legal representatives (collectively "Licensees"), an absolute and irrevocable, perpetual and unrestricted license to use, modify, reproduce, transmit, publish, display, distribute, and otherwise use the UGC in any manner, in whole or in part, whether or not distorted in character or form, either alone or accompanied by other material, in any and all media now known or hereafter invented, including but not limited to Licensees' websites and social media pages (e.g., Facebook, Twitter, YouTube, Instagram, TikTok, LinkedIn), worldwide, in perpetuity, for any legal purpose whatsoever, including but not limited to advertising, publicity and marketing of P.F. Chang's and/or its or its affiliates' products and services. This license to use your UGC also includes the right to change, edit, and modify your UGC and any element or component thereof in any way without your permission or approval. You waive any right to inspect or approve use of UGC by P.F. Chang's as described herein. You agree that all right, title and interest in and to the finished product in which your UGC may appear, including the copyright therein, shall vest exclusively in P.F. Chang's. We have no obligation to utilize your UGC, and we, in our sole discretion, may remove or refuse to post your UGC (to the extent within our control). We will make commercially reasonable efforts to recognize you for your content and provide a link back to your content or account, but we are not obligated to do so (and your permission for us to use your UGC is not dependent upon such recognition). You agree that Company does not owe you any compensation, payment, or royalties in connection with your UGC. You waive all moral rights with respect to the UGC. You grant Licensees the right to use your username, real name, image, likeness, descriptions of you, location or other identifying information, including but not limited to your voice, in connection with any use of your UGC. You acknowledge that P.F. Chang's is relying upon, and would not use the UGC you submit in the absence of, your agreement to these UGC Terms.

REPRESENTATIONS AND WARRANTIES

You represent and warrant that (i) any information contained in the UGC is not confidential; (ii) you are the sole owner and copyright holder of the UGC or you have obtained whatever rights from the copyright owners are necessary for your posting of the UGC; (iii) the UGC does not infringe any privacy or intellectual property rights of any individual or entity, including the photographer who took the photos or videos you have submitted, or identifiable persons depicted in those photos or videos; (iv) the UGC complies with all applicable terms of use and standards of conduct on the website or platform posted, with these Terms, and with the additional UGC Terms; and (v) P.F. Chang's use of the UGC as permitted herein will not violate any applicable laws or violate or infringe the rights of any third party, including without limitation any copyright, trademark, right of privacy, right of publicity, or other personal or proprietary right or applicable standard of conduct. You further represent and warrant that any testimonials or statements contained in the UGC are given by you voluntarily, are true and accurate, and reflect your honest opinions, findings, beliefs, experiences and sentiments.

ACKNOWLEDGEMENT AND RELEASE

We may, in our sole discretion, remove UGC that we determine is unlawful, fraudulent, harassing, offensive, threatening, libelous, defamatory, obscene or otherwise objectionable, or infringes or violates any party's intellectual property or other proprietary rights, or reflects unfavorably on P.F. Chang's, but have no obligation to do so. P.F. Chang's is not liable or responsible for any UGC provided by any third parties and such UGC provided by third parties does not necessarily represent the views or opinions of P.F. Chang's. P.F. Chang's may or may not preview UGC before it appears publicly.

You acknowledge that you bear responsibility for your UGC, that your UGC is public and not confidential, and that no Licensee will be liable for your UGC. Therefore, you hereby agree to release, hold harmless and not assert any claim of any nature whatsoever against anyone relating to the exercise of the permissions granted pursuant to these UGC Terms, including, but not limited to, any claim of copyright infringement, libel, slander, defamation, invasion of privacy or right of publicity or any other right, and you waive all claims against Licensees and will indemnify them from any and all claims arising out of your breach or alleged breach of any of the above representations and warranties.

WAIVER AND SEVERABILITY

Even if we do not seek to enforce our rights under these UGC Terms, these UGC Terms will remain effective unless we agree otherwise in writing. No single waiver will be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition.

If any provision of these UGC Terms is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, we agree that such provision will be eliminated or limited to the minimum extent possible so that the remaining provisions of these UGC Terms remain in force.

GOVERNING LAW; DISPUTE RESOLUTION

All matters or disputes relating to these UGC Terms will be governed by and construed in accordance with the laws of the State of Arizona without application of conflict of laws rules.

If a dispute arises between you and P.F. Chang's relating to these UGC Terms, the dispute resolution provisions in Section 6 of the P.F. Chang's Terms of Use, found [here](#), shall apply.

CHANGES TO THE UGC TERMS

P.F. Chang's may revise and update these UGC Terms from time to time in our sole discretion. All changes will become effective immediately when we post them. Please check these UGC Terms from time to time so you are aware of any changes, as they are binding on you.
