

WORKPLACE FROM FACEBOOK — TERMS OF USE

Frucor Suntory's Workplace from Facebook service (the "Service") provides you with the ability to internally communicate with other Frucor Suntory team members in a similar way in which you communicate with your friends through social media. The Service is entirely separate from your personal Facebook account.

The Service is provided by Frucor Suntory in order to give its team members the opportunity to participate in an internal social networking site for the purpose of interacting, networking and communicating in a manner that is engaging and efficient.

Participation on or use of the Service is encouraged, however it is voluntary and is not a requirement of your employment. Use of Workplace from Facebook represents your agreement to these Terms of Service.

Even though the Service is an internal social media channel there are guidelines that need to be adhered to, to ensure that we use the Service with good intentions and at no time breach current legislative requirements, company policies or cause any harm to any team member. The purpose of these guidelines is to ensure that the Service is used in a manner that is respectful of others' rights and opinions, with the intention to create a productive and safe environment for all participants. Overall the tool should be used in a manner that protects Frucor Suntory, its employees and its confidential information and intellectual property. Users must ensure that the Service is kept inaccessible by anyone outside Frucor Suntory, with appropriate device controls and security settings.

The Service is made available for individual use related to your employment on behalf of Frucor Suntory. The Service is intended **for the internal discussion of Frucor Suntory-related business matters**, and is not intended for use in connection with personal matters. Remember the Service is for internal use only. It is a condition of this Service that team members **MUST** obtain permission from the sender/poster if you would like to utilise or share any information from the Service with anyone outside Frucor Suntory and no internal post should be posted publicly.

Frucor Suntory encourages the users of the Service to express themselves and their point of view through the Service, however this expression **MUST** always be lawful, unbiased, and respectful to all. Frucor Suntory has identified certain content that is inappropriate for the Service, including content which is deemed at Frucor Suntory's sole discretion to be:

- Libelous, defamatory, derogatory, demeaning, malicious, abusive, offensive, or hateful towards any individual or group (including clients or competitors);
- Obscene, profane, pornographic, or sexually explicit;
- Depicting graphic or gratuitous violence;

- Making threats of any kind or intimidating, harassing, bullying or showing disrespect for anyone;
- Violating the intellectual property, privacy or publicity rights of another; or
- Violating any company policy
- Sharing any such content may result in disciplinary action, up to and including termination of employment (with or without notice).

Please refer to the below for additional guidelines:

- Frucor Suntory's Code of Conduct
- Frucor Suntory Social Media Policy.

Facebook's terms and policies https://fb.facebook.com/legal/FB_Work_Terms also apply to your use of the Service.

Please note: Users assume all knowledge of applicable law and are responsible for compliance with any such laws. Users may not use the Service in any way that violates applicable state, federal, or international laws, regulations, government requirements or Frucor Suntory policies and procedures.

By uploading any information, images, or other material on the Service, that you did not create yourself, you represent and warrant that Frucor Suntory has the right to use and publish the material throughout the Frucor Suntory business or externally. Users must not infringe the intellectual property rights of any third parties.

The intellectual property rights in all content users create, post or otherwise generate when using the Service belongs to Frucor Suntory, and users waive all moral rights in any such content. As with all Frucor Suntory computer resources, users should have no expectation of exclusive privacy with respect to the use of the Service. That is, Frucor Suntory may monitor and collect users' personal information from the Service from time to time. All personal information will be treated in accordance with the Privacy Act 2020 (NZ) or the Privacy Act 1988 (AU) as applicable, as well as any other relevant company policies. The personal information collected from the Service may be used for any purpose related to a user's employment with Frucor Suntory.

Any subject matter or related documents that are legally privileged or subject to a litigation hold order (i.e. potentially subject to a litigation discovery order, and thus needing to be preserved) shall not be discussed or posted using the Service. Frucor Suntory reserves the right to change these Terms of Service at any time with or without notice. Misuse of the Service and/or violation of these Terms of Service may result in disciplinary action, up to and including termination of employment (with or without notice).

If you have any questions concerning these guidelines or a concern that any person is violating these guidelines, please reach out to the People & Culture team and contact your designated People & Culture Business Partner, People Excellence Consultant or Advisor.