

DATA CONSENT AND USE ("Data Consent")

This Data Consent sets out (i) the data we collect on you as part of your participation, engagement and/or involvement (together "Your Engagement") with Xylem and its affiliates (collectively, "Xylem" or "we"), (ii) the purposes for which we would like to use your data and (iii) your rights in respect of such data.

1. You acknowledge and accept that to enable Xylem to consider, monitor and administer Your Engagement, Xylem will collect and process certain data about you including name, basic information (such as email, social media profiles, phone number, address and other information) and (where applicable) health or other special or sensitive data including race, ethnic origin and gender. The data we collect and process may be transferred out of your home country to Xylem affiliates and service providers for the purposes described in this Data Consent. If you do not agree to Xylem using your data for this purpose then you should **not** sign this Data Consent and Xylem will be entitled to end/refuse Your Engagement without further liability.
2. You understand and agree that: Xylem may from time to time use external third parties to provide and/or assisting in Your Engagement (a "Third Party"), and Xylem may pass on your data to such Third Party for the purpose of providing and/or assisting in Your Engagement.
3. In **addition** to the data collected above, Xylem may, during Your Engagement collect photographs, live stream or video that includes your image or likeness (together "Images") and/or statements or testimonials (together "Statements") made by you. Subject to your consent, Xylem would like to use this data to:
 - a. contact you about future Xylem events, programs, promotions and/or other opportunities, including in relation to Xylem Ignite and Xylem Watermark.
 - b. use, copy, modify, adapt, distribute, publish, exploit, exhibit and otherwise use (either in whole or in part) (together "Use"), the Images and/or Statements for commercial and business purposes in one or more film or multimedia productions; and/or on Xylem's website and/or in any educational, advertising, marketing and promotional materials.
4. You understand and agree that: Xylem is the sole and exclusive owner of all right, title, and interest in all copyrights, and any and all other intellectual property rights, worldwide, in the Images and/or Statements and the components thereof ("Xylem's Rights"), and you are not entitled to any compensation relating to Xylem's Use of the same. You will take no action to challenge or object to the validity of or Xylem's registration of Xylem's Rights. You waive all claims you may have against Xylem in respect of its Use of the Images and/or Statements, including, but not limited to, any claims for defamation, violation of any moral or artist rights, and/or any right of privacy or publicity. You understand and agree that the Images and/or Statements may or may not contain attributions specifically identifying you or any of your property
5. The legal basis for processing your data is consent. However, we may rely on other lawful grounds to process your data; for example, if it necessary to perform or enter a contract with you. You may withdraw your consent at any time by contacting Xylem as set out below. Your withdrawal of consent will only apply on a going forward basis and it will not impact the lawfulness of any processing that occurred before your withdrawal of consent. Subject to applicable law, you have the right to request access, review, update, correction, transfer, and/or deletion of your data, and/or you have the right to request restrictions on the processing of such data. You also have the right to lodge a complaint with the relevant data protection supervisory authority.
6. Xylem will retain your data for no longer than needed to complete the purposes described in this Data Consent.
7. You confirm you have the right to agree to this Data Consent, and you are not restricted by any commitments to any third parties with regard to the use of your Image, Statement and/or other data. You acknowledge that nothing in this Data Consent requires Xylem to make use of any of your data.

This Data Consent represents the entire agreement between Xylem and you with respect to this subject matter. This Data Consent, and all actions related to it, is governed by and construed in accordance with the laws of the State of New York, USA (excluding any conflict of laws principles); however, the data privacy laws of the country where you reside will apply.

If you have any queries about this Data Consent or wish to exercise any of your rights set out above, contact ignite@xylem.com.

Acknowledgement

Please check the box that applies to you and provide the information that follows:

<p><input type="checkbox"/> agree / <input type="checkbox"/> do not agree, that Xylem can contact me about future Xylem events, programs, promotions and/or other opportunities, including in relation to Xylem Ignite and Xylem Watermark.</p>	
<p><input type="checkbox"/> agree / <input type="checkbox"/> do not agree, that Xylem can Use the Images and/or Statements for commercial and business purposes in one or more film or multimedia productions; and/or on Xylem's website and/or in any educational, advertising, marketing and promotional materials.</p>	
<p><input type="checkbox"/> I am the legal age of consent in the country I reside in. I have read this Data Consent carefully and I consent to its terms.</p> <p>Name (<i>print</i>): _____</p> <p>City, Country: _____</p> <p>Date: _____</p> <p>Signed: _____</p>	<p><input type="checkbox"/> The individual is under the legal age of consent in their country of residence. I am the legal parent or guardian of the minor listed below. I have read this Data Consent carefully and I consent to its terms on behalf of the minor listed below.</p> <p>Name of parent/guardian (<i>print</i>): _____</p> <p>Name of minor (<i>print</i>): _____</p> <p>Relationship to minor: _____</p> <p>City, Country: _____</p> <p>Date: _____</p> <p>Signed: _____</p>