

# Social media terms and conditions of engagement

1. Prudential Distribution Limited (“PDL”, “we”, “us” and “our”) has an active presence on a number of external social networks including but not limited to, Facebook, LinkedIn and Twitter (our “social media channels”). This page sets out the terms and conditions of engagement with users of our social media channels (the “terms”).
2. Please read these terms carefully before you start to use our social media channels, as by using the social media channels you confirm that you agree to comply with them. If you disagree with any of these terms you should not use our social media channels.
3. If there are any additional terms and conditions for a particular application, competition, promotion or anything similar which is made available by us through our social media channels, we will provide you with the additional terms and conditions at that time.
4. Because social media and our use of it is always evolving, we may amend these terms at any time without prior notice in order to provide a better experience and protect you and us. You should regularly check these terms to ensure that you have seen the most up to date version. By continuing to use our social media channels after we make any amendments to the terms, you confirm that you have understood and agree to be bound by them. These terms were last updated in February 2018. We may also amend all or part of the content and availability of our social media channels at any time without prior notice.
5. Our social media channels are operated by Prudential Distribution Limited. Registered in Scotland No. SC212640. Registered office is at Craigforth, Stirling FK9 4UE. Authorised and regulated by the Financial Conduct Authority.

## External social networks

6. While PDL has official profiles on its social media channels, this does not mean that we are affiliated with Facebook, Twitter, LinkedIn or any other external social network. We do not endorse Facebook, Twitter, LinkedIn or any other external social network and are not responsible for their products or services.

The views and/or opinions expressed by any third party using our social media channels are those of that third party and do not necessarily reflect the views of PDL nor should they be construed to be an endorsement or promotion by PDL. A “follow back”, re-tweeting, “liking” posts, sharing posted messages or information outside of our social media channels, marking posts as “favourites” or connecting with third parties on LinkedIn does not constitute an endorsement by PDL.

7. Facebook, Twitter and LinkedIn have their own terms and conditions of use you need to comply with as well as these terms. We do not have any control over how Facebook, Twitter and LinkedIn use the information you share with them, which may also be used by other third parties linked to their website or app. We are not responsible for the privacy, security or any other policies implemented by Facebook, Twitter and LinkedIn or any other third parties linked to their website or app. If you access Facebook, Twitter and LinkedIn, you do so at your own risk and PDL disclaims any liability for any losses or other damage you suffer as a result of your use or failure to read to their own terms and conditions.

You should regularly review the terms and conditions of Facebook, Twitter and LinkedIn and any other external social networks that form part of our social media channels, which can be accessed via their websites or apps.

## Protecting your privacy

8. You must not share any personal data about yourself or anyone else (e.g. account, logon, financial or other personal details) on our social media channels. We will never ask for your personal data including, your account information or direct you to a web or app page that asks for this information. If you have a complaint or question about your account or our products and services please refer to the Contact Us page. We will not be liable for any loss or damage which may result from you sharing any personal data on our social media channels.

9. Please be aware that:
- (a) our social media channels are public and any contribution you make will be available for anyone to see; and
  - (b) messages sent over the Internet or via mobile applications may not be completely secure as they are subject to possible interception or loss or possible alteration.

This is not within our control and we will not be liable to you or anyone else for any damages or losses in connection with any message sent by you to us or any message sent by us to you over the Internet or through a mobile application.

10. For more details on how to keep safe online please visit [getsafeonline.org](http://getsafeonline.org).

## Your use of our social media channels

11. You may not use our social media channels for illegal purposes or otherwise misuse our social media channels (including, without limitation, by hacking or impersonating us, or in any way not permitted by these terms).
12. Our social media channels have been created to allow you to communicate with us. You may share and comment on content that we post to our social media channels (subject to these terms), provided that you do not amend our content and that you cite us as the source.
13. Unless otherwise stated, all trademarks, copyright, company names, logos, designs and content used on our social media channels (except where other contributors are acknowledged) are the intellectual property of PDL. All such rights are reserved. You must not copy or misuse our intellectual property in any way not permitted by these terms, or use it for commercial purposes without our consent or an appropriate licence.
14. You retain all of your ownership rights in materials you post on our social media channels, however you grant us a worldwide, non-exclusive, perpetual, transferable, royalty free licence to freely use, copy, edit, alter, reproduce, publish, display and/or distribute such material for any and all commercial and non-commercial purposes in any media or through any distribution method.
15. When you submit materials to our social media channels, you confirm that you are entitled to submit the materials and that they are accurate.

16. When posting material please be polite, respectful, relevant, accurate where stating facts and civil to others, even if your views differ.

17. You agree not to post or transmit any material:

- (a) that is threatening, defamatory, obscene, indecent, offensive, pornographic, abusive, liable to incite racial hatred, discriminatory, menacing, scandalous, inflammatory, blasphemous, in breach of confidence, in breach of privacy or which may cause annoyance, distress or inconvenience; or
- (b) for which is not your original work or for which you have not obtained all necessary licences and/or approvals; or
- (c) which constitutes or encourages conduct that would be considered a criminal offence, give rise to civil liability, be in violation of the laws of any country in the world or infringe the rights of any third party (including their intellectual property rights); or
- (d) which is technically harmful (including, without limitation, computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data).

18. The language of our social media channels is English and any materials posted by you should be made in English. We are unable to respond to material in other languages. This may mean in some instances that we need to remove material if we cannot be certain of its content.

## Management of our channels

19. We reserve the right to contact you where we have received complaints about material you have posted on our social media channels, and we may ask you to remove certain material where it does not comply with these terms or the law of any country. We also reserve the right to moderate any material posted on our social media channels. Where we moderate material before it is posted to our social media channels, we may, at our discretion, refrain from publishing certain material posted by you. Similarly, where we moderate material after it is posted to our social media channels, we may choose to remove material posted by you. For example, if we consider the material posted by you to be inappropriate for any reason, we may choose to refrain from posting this or delete this from the relevant social media channel(s) (although we shall not be required to do so). We shall be under no

obligation to notify you of such decision. Please note, however, that sometimes it may not be possible for us to moderate our social media channels and that our social media channels may potentially be abused by third parties. Therefore we cannot promise that unsuitable third party material will never appear on our social media channels.

20. Further, we reserve the right to suspend or terminate your access to all or any of our social media channels in the event that you fail to comply with these terms.
21. PDL's social media channels are used to keep in touch with you and they are managed by our employees or agents selected by us. We regularly update and monitor our social media channels, however we may not always be able to read all messages or reply individually to messages received via these social media channels. While we want to be helpful and answer relevant questions from you, we do not provide legal, pension, tax, investment or other specialist advice through our social media channels nor can we answer questions about a product or service. If you require such advice or help, please visit [pru.co.uk/contact-us/call-us/](https://pru.co.uk/contact-us/call-us/).
22. Neither these terms, nor any opinion or content provided by us on any of our social media channels is intended to be a financial promotion (an invitation or inducement to engage in investment activity), offer, advice or recommendation. The content provided by us on our social media channels are for information purposes only and should not be relied upon without seeking appropriate advice.
23. Our products and services which may be referred to on our social media channels are subject to eligibility criteria and other terms and conditions.
24. Unless otherwise specified, the content provided by us on our social media channels is not directed at anyone other than UK residents over the age of 18 and applications from people outside of the UK for our products and services may not be accepted. The content made available by us on our social media channels and our use of our social media channels only satisfy the laws of England and Wales. We accept no liability for any loss or damage that may arise as a result of you accessing or using our social media channels from outside of the UK.

## Links to third party websites or pages

25. Links to third party websites may be provided by us, users of our social media channels or third parties. We are not responsible for such websites or their content or availability. We do not endorse or make any promises about them, or any material on these websites nor any results that may be obtained from using them. If you access these websites this will be entirely at your own risk and we accept no responsibility for any loss or damage that may arise.
26. Links to downloadable software websites that may be available on social media platforms or third party websites that are linked on our social media channels are not provided, endorsed or checked by us, and we are not responsible for such software or liable for any difficulties or consequences associated with downloading the software. Any software you download is at your own risk.
27. You must not establish a link to our social media channels in any website, or suggest any form of association, approval or endorsement on our part where none exists.

## Access

28. We do not guarantee that any of our social media channels, or any content on them, will always be available or be uninterrupted. From time to time, we may at our discretion change, suspend or permanently withdraw all or part of our social media channels without prior notice. For example, we may do so if we are experiencing technical issues relating to our social media channels. You are free to stop using our social media channels at any time.

## Disclaimers and liability

29. We do not warrant that any content posted by us on our social media channels is accurate, complete, or up to date. We will have no liability to you if it is not.
30. We aim for open, respectful communication on the relevant topics within our social media channels. While, where possible, we do conduct some moderation, we do not control and are not liable for material posted by third parties other than our own. Any use or reliance on such material posted is at your own risk. We do not endorse, support, represent or guarantee the completeness, truthfulness, accuracy or reliability of any material posted by third parties.

You understand that by using our social media channels, you may be exposed to material that might be offensive, harmful, inaccurate or otherwise inappropriate, or in some cases, postings that have been mis-labelled or are otherwise misleading. We will not be liable in any way for such material.

31. Please keep in mind that other users of our social media channels who provide material may claim expertise or standing that they do not, in fact, possess. You should give careful thought before following any advice posted by other users who are not verifiable as representing us.
32. We do not endorse or approve any advertisements posted by third parties on our social media channels. Any use or reliance is at your own risk.
33. We are not responsible for: (i) losses not caused by our breach; (ii) loss or damage resulting from you sharing yours or anyone else's personal data on our social media channels; (iii) indirect or consequential losses which are a side effect of the main loss or damage and which are not reasonably foreseeable by you and us at the time of entering into these terms, for example loss of profits or loss of opportunity; (iv) loss or damage in connection with any third party website, applications, advertisements or software linked from or referred to on our social media channels; (v) loss or damage due to your use of our social media channels other than as permitted or from viruses arising from harmful content which may infect your device, data or other proprietary material; (vi) all conditions, warranties, representations and other terms which might apply to our social media channels or any content on it, whether express or implied to the extent permitted by the laws of England and Wales.

34. Nothing in these terms shall exclude or limit our liability for: (a) death or personal injury caused by negligence; or (b) fraud; or (c) misrepresentation as to a fundamental matter; or (d) any liability which cannot be excluded or limited under the laws of England and Wales.
35. If you breach any of these terms, we will have the right to claim for all losses incurred, and such claim will include the right to claim for special, incidental, consequential or indirect damages, loss of profits and loss of business and we will be entitled to claim for all legal costs we have incurred as a result of your breach.

## Governing law

36. These terms shall be governed by and construed in accordance with the laws of England and Wales. Disputes arising in connection with these terms shall be subject to the exclusive jurisdiction of the courts of England and Wales.

## Severability

37. If any part of these terms are found to be invalid, unenforceable or unlawful by any court of competent jurisdiction, such part shall to the extent possible be severed from the remaining terms all of which shall remain in full force and effect as permitted by the laws of England and Wales.

## Waiver

38. Failure by us to exercise any right or remedy under these terms shall not constitute a waiver of that right or remedy, and shall not prevent us from exercising that right or remedy at any time in the future.