

# User Generated Content License

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By uploading the User Content you are affirming that you are at least 18 years of age, you alone created or own the User Content and no one else has any rights to it or could claim they own it or that it infringes on rights of others. In addition, if there are people in the User Content other than yourself, you are also affirming they are over 18 and they know you are giving us permission to use the User Content, and have accepted to it being used by B&O pursuant to this license.

## Non-exclusive license

You are giving B&O a non-exclusive license to use the User Content which cannot be revoked by you except where permitted by law. You will continue to own the User Content.

By giving B&O this license you agree that we have the right to use the User Content and any additional information you are providing to us when posting your User Content (such as your real name, username, caption, location information or other identifying information):

- for advertising and promotional purposes;
- either alone or in conjunction with other content (including, but not limited to) captions, films, sketches, art work, textural matter, materials written by us or others, or other photographs;
- in any form, including, but not limited to, internet posting, reproduction, video, email, publication, and distribution;
- either through our own services or services provided by third parties; and
- throughout the world in perpetuity in any medium now known or later developed and without restriction or limitation.

You understand that you will not have the right to approve how we use your User Content.

## Personal data

If the User Content is containing images of you or other people or if you provide us with other personal data (such as location information or other identifying information) it is

important that you have read and understand our [Privacy Policy](#). The legal basis for us to keep your personal data is these B&O User Generated Content License Terms.

However, for us it is important that you want us to use images of you or other people in the User Content. Therefore, you can always request us to remove the User Content which include images of you or other people by filling out a [form](#). You must include a link to the User Content you wish to have removed. B&O will use reasonable efforts to remove the User Content when possible and within reasonable time.

## **Royalty free**

While B&O will make commercially reasonable efforts to give you credit for your User Content if B&O uses it, you agree that such credit is not mandatory and your permission for us to use your User Content is not contingent upon such credit being given or any fees being paid to you. Our license to your User Content is fully paid and royalty free, meaning we do not owe you anything else in connection with our use of your User Content. We may exercise our rights anywhere in the world. Finally, our license is perpetual, meaning that our license lasts for an indefinite period of time.

## **Other requirements**

You also understand that by granting us permission to use your User Content, you release B&O, their employees and officers, and any third party services that use your User Content from any and all claims, actions or proceedings of any kind, and from any and all damages, losses, costs and expenses, including reasonable attorney's fees and expenses relating to or arising out of the use of your User Content as contemplated by this license.

## **Governing law and venue**

These Terms of Use shall be governed and construed in accordance with the laws of Denmark, without regard to its conflict of law provisions, and any dispute related to the Services, shall be settled before the Danish courts, unless any applicable mandatory rules provide for a different forum.

## **Contact information**

Thanks again and please contact our [Customer Support](#) if you have any questions.

Bang & Olufsen A/S, Peter Bangs Vej 15, 7600 Struer, Denmark, with business registration number 41257911.