

# **TIMEBOMB CAMPAIGN**

## **Terms and Conditions**

ATTENTION: PLEASE READ THESE TERMS AND CONDITIONS ("TERMS") CAREFULLY BEFORE PARTICIPATING IN THE TOVE LO – WE ARE A TIMEBOMB CAMPAIGN ("THE CAMPAIGN") AVAILABLE THROUGH THE SITE [www.wearetimebomb.com](http://www.wearetimebomb.com) ("SITE") FROM 22 JUNE 2015 UNTIL 31 DECEMBER 2015 ("TIME PERIOD"). CHOOSING TO ACCEPT THE TERMS INDICATES THAT YOU ARE 18 OR OVER THE AGE OF 18 (OR, IF YOU ARE YOUNGER THAN 18, THAT YOU HAVE RECEIVED YOUR LEGAL GUARDIAN'S PERMISSION TO ENTER INTO THE CAMPAIGN) AND ELIGIBLE TO GIVE THE CONSENTS IN THIS AGREEMENT IN ORDER TO PARTICIPATE IN THE CAMPAIGN. BY CHOOSING TO ACCEPT THE TERMS YOU ALSO INDICATE THAT YOU HAVE READ AND ACCEPTED THESE TERMS. IF YOU DO NOT ACCEPT THESE TERMS, YOU WILL NOT BE ABLE TO PARTICIPATE IN THE CAMPAIGN. THESE TERMS GOVERN YOUR CONSENT FOR THE COMPANY AND OTHER CAMPAIGN PARTICIPANTS TO USE CERTAIN PICTURES AND/OR INFORMATION RELATED TO YOU ON SOCIAL MEDIA DURING THE TIME PERIOD AND THEREAFTER, THE COMPANY'S OR SUCH OTHER CAMPAIGN PARTICIPANTS USE OF SUCH PICTURE/INFORMATION AS WELL AS YOUR USE OF THE SITE AND ANY CONTENT THAT IS MADE AVAILABLE THROUGH THE SITE DURING THE CAMPAIGN. THE CAMPAIGN IS CREATED AND MANAGED BY UNIVERSAL MUSIC AB (CORP.ID.NO 556024-9566) WITH ITS REGISTERED OFFICE AT BANÉRGATAN 16, 114 83 STOCKHOLM, SWEDEN ("THE COMPANY").

WE URGE YOU TO MAKE A COPY OF THESE TERMS FOR YOUR FILES.

### **IMPORTANT INFORMATION:**

IT IS IMPORTANT THAT YOU UNDERSTAND THAT ACCEPTING THESE TERMS AND PARTAKING IN THE CAMPAIGN WILL MEAN THAT YOUR PICTURE MAY BE SHARED BY A THIRD PARTY, THROUGHOUT THE WORLD AND IN ALL MEDIA AND WITHOUT ANY LIMITATION IN TIME. THE COMPANY ONLY CONTROLS THE USE OF CONTENT CREATED DURING THE CAMPAIGN AND WHICH IS MADE AVAILABLE ON THE SITE. IF YOU FOR ANY REASON DO NOT AGREE WITH THIS, PLEASE DO NOT PARTICIPATE IN THE CAMPAIGN.

### **KINDLY NOTE THAT NEITHER FACEBOOK NOT INSTAGRAM ARE AFFILIATED WITH THE CAMPAIGN:**

PLEASE NOTE THAT THE CAMPAIGN IS IN NO WAY SPONSORED BY, SUPPORTED BY, ADMINISTERED OR ASSOCIATED BY FACEBOOK OR INSTAGRAM. NEITHER FACEBOOK NOT INSTAGRAM COLLECT ANY PERSONAL DATA FROM YOU WHEN YOU ENTER INTO THE CAMPAIGN. IF YOU CHOOSE TO PARTICIPATE IN THE CAMPAIGN YOU GRANT FACEBOOK AND INSTAGRAM A FULL RELEASE IN RELATION TO THE CAMPAIGN.

## **1. Entry Process and Consents**

Physical persons will have the option to enter into the Campaign during the Time Period.

The Campaign is organized by the Company in order to promote the artist Tove Lo's (the "Artist") release of a video for the track "TIMEBOMB". The campaign starts on 22 June 2015, when fans will be able to visit the Site and choose to watch the video together with a randomized person, as further described on the Site. If you have any questions at all, please contact us at [support.sweden@umusic.com](mailto:support.sweden@umusic.com).

You participate in the Campaign during the Time Period by taking the following steps:

- (i) visiting the Site (i.e. [www.wearetimebomb.com](http://www.wearetimebomb.com));
- (ii) indicating that you agree to these Terms and the privacy policy (<http://wearetimebomb.com/privacy>) and give all necessary consents contained herein;
- (iii) activating your webcam on your device and watching the video;
- (iv) you will be notified that a still image will be taken of your webcam and a countdown that lasts about 10 seconds will alert you to this. When the countdown ends, the still image will be created and joined together with the image of the other Campaign participant simultaneously watching the video with you.

By approving these Terms and by choosing to participate in the Campaign, you agree that your image and likeness, together with another Campaign participant's image, may be:

(a) publicly shown in an image gallery on the Site during the Time Period and throughout the world,  
(b) shared by the Company, its affiliates and by the Artist on each of their social medias (e.g. Instagram, Facebook, Twitter and similar) and that your content may be made available throughout the world and in perpetuity.

For the avoidance of doubt, you specifically agree and accept that the Company does not control whether other people share or make use of your image, as rendered during your participation in the Campaign. The Company may not be held liable to any use of your image or content by another Campaign participant and you agree to direct any claims directly against such person or entity, other than Company, responsible for use that you do not agree to.

If you for any reason what so ever want to opt-out of the Campaign, you are free to do so. Opt-out is limited to what is stated under section 2 below. If you for any reason do not wish to have your image immortalized and shared, you may choose to close down you webcam or your internet browser before you watch the video and before the countdown has ended. Please contact The Company at [support.sweden@umusic.com](mailto:support.sweden@umusic.com) and The Company will in such case remove your personal data as soon as possible.

## **2. Possibility to opt out & Reporting**

### *Opt Out*

You will have the possibility to opt out from participation in the Campaign as described herein by emailing our support [support.sweden@umusic.com](mailto:support.sweden@umusic.com).

You are aware and agree that if your webcam image/personal data has already been shown on the Site, it will be possible for the other individual participating in the Campaign to share such image on the Internet etc, it is impossible to opt-out of or object to such already approved measures as the Company does not control such use.

By accepting these Terms, you agree that you image may be reproduced and shown on the Site during the Time Period, as well as shared by the Company, its affiliates and by the Artist on each of their social medias (e.g. Instagram, Facebook, Twitter and similar) and that your content may be made available throughout the world and in perpetuity. If, by any reason, you wish to have such image removed from the Site, please contact [support.sweden@umusic.com](mailto:support.sweden@umusic.com) and we will assist you as soon as possible.

### *Reporting*

You will have the possibility to report other participants in the Campaign, if they act in a manner that is defamatory, libellous, hateful, racially, ethnically, religiously, or otherwise biased or offensive, unlawfully threatening, or unlawfully harassing to any individual, partnership, or corporation, vulgar, pornographic, obscene, or invasive of another's privacy.

## **3. Eligibility**

To use the Site and to participate in the Campaign, you must be at least eighteen (18) years of age or have your legal guardian's permission to enter into the Campaign if you are younger than eighteen (18) years of age.

## **4. Personal data**

Please see our Privacy Policy here <http://weareatimebomb.com/privacy>.

As explained in these Terms, when you participate in the Campaign via the Site, The Company will collect the following information/personal data: your image, and your e-mail address.

The Company uses certain cookies/pixel tracking methods, which you are informed of via a banner visible on the Site and consent to via our Privacy Policy. Read more about cookies/pixel tracking methods in our Privacy Policy (<http://weareatimebomb.com/privacy>).

The Company will only use your e-mail address to send you the final image, as rendered as part of the Campaign, provided that you have chosen to submit your email address.

The Company will handle your personal data with care and in accordance with the Swedish Personal Data Act, as described more in detail in the Privacy Policy (<http://weareatimebomb.com/privacy>).

## **5. Use of the Site**

In order to be eligible to accept the Terms and to thereafter participate in the Campaign as described herein, you must have a device with a webcam, access to the internet, and you must accept these Terms and the Privacy Policy in whole. You must also be at least 18 years of age or, if you are younger, have your legal guardian's permission to enter into the Campaign.

In order to participate in the Campaign you must choose the option "I accept the Terms & Conditions". By doing so, you enter into a legally binding contract with The Company.

You may not modify, publicly display, publicly perform or distribute any content that is uploaded to or made available through the Site in any way which contravenes the purpose and spirit of the Site and the Campaign. Use of the Site or the content made available through the Site for any public or commercial purpose (including, without limitation, on another site or through a networked computer environment) is strictly prohibited. The Site is protected under international copyright laws. Any unauthorized use of the Site may violate copyright, trademark and other laws. If you breach any of these Terms, your authorization to participate in the Campaign automatically terminates.

## **6. Ownership to the Content, Rights, Warranties**

You accept the Terms and enter into a legally binding contract with The Company by choosing the option "I accept the Terms & Conditions". Thereby you accept, agree and confirm that you agree that The Company may collect and handle your image, as rendered as part of the Campaign and your personal data in order to enable the Campaign and you explicitly agree and consent to your image being reproduced and publicly shown at the Site as well as shared by the Company, its affiliates and by the Artist on each of their social medias (e.g. Instagram, Facebook, Twitter and similar) and that your content may be made available throughout the world and in perpetuity.

The Company is not required to host, display, or distribute your image on the Site or otherwise and may remove it at any time or refuse any image for any reason. The Company is not responsible for any loss, theft, or damage of any kind to any picture or for any reproduction by a third party by filming or photographing the Site or social media sites. The Company does not want to receive any image or personal data that contains confidential information, defamatory statements/images or any other immoral or unethical pictures/information. You understand and agree that any picture submitted to the Site will be considered non-confidential and non-proprietary and that The Company will be free to disclose any picture or piece of information to any third party absent any obligation of confidence on the part of the recipient. You may of course opt-out of the Campaign, as described in section 2 above.

By entering into the Campaign, as described herein, you represent and warrant that:

- you are at least 18 years old or, if you are younger, that you are at least 15 years of age and that you have your legal guardian's permission to enter into the Campaign;
- you are authorized to make publicly available the picture and that you own all rights (copyrights, trademark rights, other intellectual property rights etc) (if any) in the picture;
- your picture does not infringe the copyright, trademark, patent, trade secret, or other intellectual property rights, privacy rights, or any other legal or moral rights of any third party;
- you voluntarily agree to waive all "moral rights" that you may have in picture, however only to the extent necessary for enabling the Campaign and only to the extent possible and in accordance with the applicable copyright law in your country of residence;
- any information contained in your picture is not known by you to be false, inaccurate, or misleading;
- your picture does not violate any law (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination, or false advertising)
- your picture is not, and may not reasonably be considered to be, defamatory, libellous, hateful, racially, ethnically, religiously, or otherwise biased or offensive, unlawfully threatening, or unlawfully harassing to any individual, partnership, or corporation, vulgar, pornographic, obscene, or invasive of another's privacy;
- you were not and will not be compensated or granted any consideration by any third party for submitting your picture;
- your picture, personal data etc does not incorporate materials from a third party web site, or addresses, email addresses, contact information, or phone numbers (other than your own);

- your picture does not contain any viruses, worms, spyware, adware, or other potentially damaging programs or files;
- your picture does not contain any information that you consider confidential, proprietary, or personal; and
- your picture does not contain or constitute any unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of solicitation.

#### **7. Access**

You are responsible for obtaining and maintaining all equipment and services needed for access to and use of the Site and for paying, if any, all charges related thereto. When you contact The Company or its designated third parties or licensees for the purpose of the Site and the Campaign as described herein, the Company and/or its designated third parties and/or licensees may collect certain personal information about you.

#### **8. Usage Rules**

Your access to and use of the Site will be limited by the rules described in this section ("Usage Rules"). You may not attempt (or support others to attempt) to circumvent, reverse engineer, decrypt, or otherwise alter or interfere with any Usage Rules or attempt to circumvent DRM associated with the content or any identifying information associated with the Content. All rights not expressly granted to you in these terms are reserved to The Company and/or its designated third parties and/or licensees.

You may not authorize, encourage or allow or you yourself make any content which is acquired by The Company through the Site to be reproduced, modified, displayed, performed, transferred, made available, communicated, distributed or otherwise used, in whole or in part, by anyone else. You agree to advise The Company promptly of any such unauthorized use by email: [support.sweden@umusic.com](mailto:support.sweden@umusic.com).

#### **9. Prohibited uses**

You agree not to use the Site (including, without limitation, any materials or services you may obtain through your use of the Site): (a) in a manner that violates any local, state, national, foreign, or international statute, regulation, rule, order, treaty, or other law (each a "Law"); (b) to stalk, harass, or harm another individual; (c) to impersonate any person or entity or otherwise misrepresent your affiliation with a person or entity; or (d) to interfere with or disrupt the Site or servers or networks connected to the site. You further agree not to (e) use any data mining, robots, or similar data gathering or extraction methods in connection with the site; or (f) attempt to gain unauthorized access to any portion of the Site or any other accounts, computer systems, or networks connected to the Site, whether through hacking, password mining, or any other means and as further detailed below.

#### **10. Viruses, Hacking and other offences**

You must not misuse the Site by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorized access to the Site, the server on which the Content is stored or any server, computer or database connected to the Site. You must not attack the Site via a denial-of-service attack or a distributed denial-of service attack. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use the Site will cease immediately. We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the Site or to your downloading of any materials posted on it, or on any website linked to it.

#### **11. Termination**

Except as set forth in the Terms, The Company may remove your image, other content or personal data or choose to disqualify you for participation in the Campaign, or deny you access to, all or part of the Site, without notice, at any time and for any reason. You may discontinue your participation in the Campaign as well as access to the Site according to the rules pertaining to opting out, as described herein. If you breach any of these Terms, you will be automatically disqualified from the Campaign and The Company shall have no obligation to notify you. For the avoidance of doubt, any foul play,

cheating or other kind of unethical behaviour in connection with the Site and/or the Campaign will result in the termination of your participation and removal of picture(s) without prior notification to you.

**12. Disclaimers**

THE SITE IS PROVIDED "AS IS" AND "WITH ALL FAULTS" AND THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SITE IS WITH YOU. THE COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, WITH RESPECT TO THE SITE (INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED OR STATUTORY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, AND NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS). WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE COMPANY MAKES NO WARRANTY THAT THE SITE WILL MEET YOUR REQUIREMENTS OR THAT THE SITE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE OR THAT DEFECTS IN THE SITE WILL BE CORRECTED. THE COMPANY MAKES NO WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SITE OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SITE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU THROUGH THE SITE OR FROM THE COMPANY, ITS DESIGNATED THIRD PARTIES, PARTNERS, LICENSEES, THE COMPANY'S PARENTS, SUBSIDIARIES, OR OTHER AFFILIATED COMPANIES, OR THEIR SUPPLIERS (OR THE RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS OF ANY SUCH ENTITIES) SHALL CREATE ANY WARRANTY. THE COMPANY DISCLAIMS ALL EQUITABLE INDEMNITIES.

**13. Limitation of Liability**

TO MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE COMPANY BE LIABLE FOR (A) INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES WHATSOEVER OR HOWSOEVER CAUSED OR (B) ANY DIRECT DAMAGES WHATSOEVER IN EXCESS OF ONE HUNDRED UNITED STATES (US\$100.00) DOLLARS (INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOSS OF REVENUES, LOST PROFITS, LOSS OF GOODWILL, LOSS OF USE, BUSINESS INTERRUPTION, LOSS OR CORRUPTION OF DATA OR OTHER INTANGIBLE LOSSES), DIRECTLY ARISING OUT OF OR IN CONNECTION WITH THE SITE (INCLUDING, WITHOUT LIMITATION, USE, INABILITY TO USE, OR THE RESULTS OF USE OF THE SITE), WHETHER SUCH DAMAGES ARE BASED ON WARRANTY, CONTRACT, TORT, STATUTE, OR ANY OTHER LEGAL THEORY AND EVEN IF THE COMPANY, ITS DESIGNATED THIRD PARTIES, LICENSEES, PARTNERS ETC HAVE BEEN ADVISED (OR SHOULD HAVE KNOWN) OF THE POSSIBILITY OF SUCH DAMAGES.

**14. Exclusions and limitations**

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for certain damages. Accordingly, some of the above disclaimers and limitations of liability may not apply to you. To the extent that the Company may not, as a matter of applicable law, disclaim any implied warranty or limit its liabilities, the scope and duration of such warranty and the extent of the Company's liability shall be the minimum permitted under such applicable law.

**15. Modifications to the Site**

The Company reserves the right to modify, suspend or discontinue the Site and/or the Campaign at any time without notice to you. For example, the Company may make changes to the materials and/or services provided through the Site and/or the Campaign, at any time without notice. The materials and services that may be provided through the Site may be out of date and the Company makes no commitment to update such materials and services whatsoever. Information published on the Site may refer to products, programs or services that are not available in your country.

**16. Links to third-party websites**

Links on the Site to third-party websites are provided solely as a convenience to you. If you use these links, you will leave the Site. The Company is not obliged to review such third-party websites, does not control such third-party websites and is not responsible for any such third-party websites (or the products services, or content available through the same). Thus, the Company does not endorse or make any representations about such third-party websites, any information, software, products, services or materials found there or any results that may be obtained from using them. If you decide to access any of the third-party websites linked to from the Site, you do this entirely at your own risk.

**17. Trademarks**

The Company name, the artist's name and artist name, any other product or service name or slogan or logo contained in the Site are trademarks of the Company and its suppliers, partners, licensees or licensors and may not be copied, imitated or used, in whole or in part, without the prior written permission of the Company or the applicable trademark holder. Ownership of all such trademarks and the goodwill associated therewith remains with the applicable trademark holder. You may not use any metatags or any other "hidden text" utilizing any name, trademark or product or service name of the Company or rights holder without the Company or the applicable rights holder's prior written permission. In addition, the look and feel of the Site (including all page headers, custom graphics, button icons and scripts) is the service mark, trademark and/or trade dress of the rights holder and may not be copied, imitated or used (in whole or in part) without the rights holder's prior written permission. Reference to any products, services, processes or other information, by trade name, trademark or otherwise does not constitute or imply endorsement, sponsorship or recommendation thereof by the Company.

**18. International issues**

The Company administers the Site, through a designated third part from Stockholm, Sweden. The Company makes no representation that the Site is appropriate or available for use outside the EMEA territories and access to the Site from territories where its contents are illegal or restricted is prohibited.

**19. Electronic communications**

When you visit the Site or send e-mails to the Company or its designated third parties or licensees, you are communicating with the Company or its designated third parties or licensees electronically. We may respond to you by e-mail or by posting notices on the Site. You agree that all such notices, disclosures and other communications that the Company provides to you electronically satisfy any legal requirement that such communications be in writing.

**20. General**

These Terms, together with any additional terms to which you agree when using particular elements of the Site, constitute the entire and exclusive and final statement of the agreement between you and the Company and any of the Company's designated third parties, licensees etc with respect to the subject matter hereof, superseding any prior agreements or negotiations between you and the Company with respect to such subject matter. The failure of the Company to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. If any provision of these Terms is found by a court of competent jurisdiction to be invalid, you nevertheless agree that the court should endeavour to give effect to the intentions of the Company and you as reflected in the provision, and that the other provisions of these Terms remain in full force and effect. The section titles in these Terms are for convenience only and have no legal or contractual effect. These Terms shall remain in full force and effect notwithstanding any termination of your use of the Site until you explicitly opt out prior to the deadline for the submission of Content as described herein and as will be specifically communicated on the Site. These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by the Company without restriction.

**21. Modifications to these Terms**

The Company may, at their sole and absolute discretion, change these Terms from time to time. The Company will post notice of such changes on the Site and you will be asked to accept and agree to the amended terms by explicitly choosing to do so.

**22. Choice of law, mandatory arbitration and venue**

Unless otherwise required by a mandatory law of a member state of the European Union or any other jurisdiction, these Terms are subject to the laws of Sweden, without regard to choice or conflicts of law principles. Further, you and the Company agree to the exclusive jurisdiction of the courts of Sweden to resolve any dispute, claim or controversy that arises in connection with these Agreements.

If you are a United States user of the Site, the following mandatory arbitration provisions also apply to you:

- i. You and the Company agree that any dispute, claim or controversy arising out of or relating in any way to the Company or your use thereof, including these Terms, shall be determined by mandatory binding arbitration. You agree that the U.S. Federal Arbitration Act governs the interpretation and enforcement of this provision, and that you and the Company are each waiving the right to a trial by jury and the right to participate in a class or multi-party action. This arbitration provision shall survive termination of these Terms and the termination of your participation in the Campaign or opting out as described herein. The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes of the American Arbitration Association (the "AAA Rules"), as modified by these Agreements, and as administered by the AAA. You and the Company agree that these Agreements involve interstate commerce and are subject to the Federal Arbitration Act.
- ii. You and the Company agree that (a) any claims seeking to enforce, protect, or determine the validity or ownership of any intellectual property rights, and (b) any claims related to allegations of theft, piracy or unauthorized use of the Site, Chosen Content and/or Content are not subject to mandatory arbitration. Instead, you and the Company agree that these claims (including but not limited to claims for injunctive or equitable relief) shall be exclusively decided by courts of competent jurisdiction in New York, New York, and that applicable Federal law shall govern, without regard to choice of law principles.
- iii. You and the Company agree that each may bring claims against the other only in your or its individual capacity, and not as a class member or in any representative capacity or proceeding. Further, no arbitrator shall consolidate any other person's claims with your claims, and may not otherwise preside over any form of a multi-party or class proceeding. If this specific provision is found to be unenforceable in any way, then the entirety of this arbitration section shall be null and void. The arbitrator may not award declaratory or injunctive relief.
  - iv. Any arbitration must be commenced by filing a demand for arbitration with the AAA within one year after the date the party asserting the claim first knows or reasonably should know of the act, omission or default giving rise to the claim; and there shall be no right to any remedy for any claim not asserted within that time period. If applicable law prohibits a one-year limitations period for asserting claims, any claim must be asserted within the shortest time period permitted by applicable law. Your arbitration fees and your share of arbitrator compensation will be limited to those fees set forth in the AAA's Consumer Rules with the remainder paid by the Company. Any arbitration costs or fees deemed "excessive" will be paid by the Company.