

Terms & conditions for user generated content



zooplus AG ("zooplus") reaches out to social media users to seek their permission to feature our favorite content on our various sites, social channels, and various promotional materials. You are reading this because zooplus has requested your permission to use your social media content in this way.

In these User Generated Content (UGC) Terms of Use, "we", "us" and "our" refers to zooplus (or any of its affiliated companies in the meaning of Section 15 of the German Stock Corporation Act).

If you choose to allow us to use your social media content ("User Content") by replying "#yeszooplus", you agree to these Terms of Use. User content refers to photo(s), video(s), caption(s), hashtag(s) and comments you posted on Facebook, Twitter, Instagram, YouTube, TikTok or Pinterest ("Social Media").

USER CONTENT LICENSE

You hereby grant to zooplus and its related companies in the meaning of Section 15 of the German Stock Corporation Act (the "Licensed Parties") a irrevocable, royalty-free, temporally and spatially unlimited, non-exclusive, transferable, sublicensable right to use your User Content in any manner to be determined in the Licensed Parties' sole discretion, including but not limited to on webpages and social media pages operated by the Licensed Parties, Apps, in promotional e-mails and advertisements, and in any and all other marketing, promotional and advertising initiatives, and in any media now or hereafter known for commercial and editorial use. The Licensed Parties may use, display, reproduce, distribute, transmit, create derivative works from, combine with other materials, alter and/or edit your User Content in any manner in their sole discretion, with no obligation to you whatsoever. You agree that we have no obligation to use your Photo or your name or other identifying information. You agree that we may remove or stop using any of your User Content at any time, for any reason. Use of the User Content does not imply our endorsement of or any affiliation with you.

You grant the Licensed Parties the right at their sole choice to use your username and/or real name, in connection with any use of your User Content.

You hereby agree and represent and warrant that (i) you are solely responsible for your User Content, (ii) you own all rights in and to your User Content and/or have obtained appropriate rights and permissions from any and all other persons and/or entities who own, manage or otherwise claim any rights with respect to such User Content, (iii) you are not a minor, (iv) the Licensed Parties' use of your User Content as described herein will not violate the rights, including but not limited to copyright, trademark, patent, trade secret, privacy, publicity, moral, proprietary or other rights, of any third party, or any law, rule or regulation, and (v) the User Content is not libelous, defamatory, obscene, pornographic, abusive, indecent, threatening, harassing, hateful, or offensive or otherwise unlawful.

You confirm that you have the consent or permission of any other person or entity that is required for our use of your User Content as described in these UGC Terms of Use, including but not limited to: (a) any person who appears or performs in your User Content, and (2) any person or entity who owns any rights in your Photo or anything that appears in your User Content.

You hereby release, discharge and agree to hold the Licensed Parties harmless from any liability related in any way to the Licensed Parties' use of your User Content.

You shall be liable for and shall indemnify us against any and all claims, actions, liabilities, losses, damages, expenses (including reasonable legal expenses) incurred by us which arise directly or indirectly from a breach by you of your obligations, representations or warranties under these UGC Terms of Use.

The User Content that you allowing us to use and/or submit is deemed non-confidential and the Licensed Parties have no obligation to maintain the confidentiality of any information, in whatever form, contained in any submission, except pursuant to the Licensed Parties' respective privacy policies. By allowing us to use and/or submitting the User Content, you are consenting to the Licensed Parties' collection of any personal information connected to your account for the Licensed Parties' use and disclosure in connection with the use of your User Content as described herein. If you do not agree to the collection, use and disclosure of your personal information in this way, please do not allowing us to use and/or submit the User Content or otherwise provide the Licensed Parties with personal information. Your personal information may be transferred to servers located outside the country in which you live or to third parties in other countries so that they may process personal information on the Licensed Parties behalf. By allowing us to use and/or submitting the User Content, you agree to the foregoing collection, use, disclosure, transfer and processing of your information in accordance with the regulations of these Terms, the Privacy Policy and applicable data protection laws and regulations.

PRIVACY POLICY

You consent to our collection of any personal data you provide in connection with the use of the Photo as described herein. If you do not agree to the collection, use and disclosure of your personal information in this way, please do not provide us with personal information or agree to these terms.

APPLICABLE LAW

To this Terms of use GERMAN Law (to the exclusion of the UN Convention on Contracts for the International Sale of Goods) is solely applicable. If you are a consumer, this choice of law is only applicable insofar, as mandatory consumer laws in the state where you have your usual whereabouts remain unaffected.