

Legal Terms

TP Vision User Generated Content Terms of Use

TP Vision Europe B.V. (“TP Vision”) reaches out to social media users to seek their permission to feature our favourite content on our various websites, social channels, and various promotional materials. You are reading this because TP Vision has requested your permission to use your social media content in this way.

If you choose to allow us to use your social media content (including photos, text, graphics, audio, video, location information, comments and other materials hereinafter together referred to as “User Content”) by replying with the hashtag #myAmbilightTV, you agree to these Terms of Use.

TP Vision engages a limited number of service providers to facilitate the collection and transmission of User Content to the websites TP Vision uses, such as but not limited to www.philips.com (the “Sites”), social media channels, promotional materials and other properties (“TP Vision Properties”). TP Vision will use the User Content in connection with its business, including TP Vision’s product features, marketing, promotional, advertising and other consumer-related activities (the “TP Vision Services”).

TP Vision reserves the right to alter these Terms of Use without advance notice by posting a revised Terms of Use. Accordingly, you should review the Terms of Use each time you grant permission or authorization to feature your User Content.

USER CONTENT LICENSE

You hereby grant to TP Vision and its related companies, agents, licensees, sublicensees, contractors, successors, legal representatives, assigns, and third-party service providers, and their respective retail partners, marketing or public relations agencies, and other affiliates (the “Licensed Parties”) a worldwide, perpetual, revocable, royalty-free, fully-paid, 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, 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. 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. TP Vision would always use the User Content in a way that is positive.

You grant the Licensed Parties the right to use your username, real name, image, likeness, descriptions of you, location or other identifying information, including but not limited to your voice, in connection with any use of your User Content. TPVision would credit the use of User Content by mentioning the username or social media handle name.

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 libellous, defamatory, obscene, pornographic, abusive, indecent, threatening, harassing, hateful, or offensive or otherwise unlawful.

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

PERSONAL DATA AND CONFIDENTIALITY

The User Content that you 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 statements. The Privacy Statement of TP Vision can be found on the following page: <https://www.tpvision.com/privacy-policy/>.

When you allow us to use your User Content, you are consenting to the Licensed Parties' collection of any personal information you provide 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 allow us to use your 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 your User Content or otherwise providing the Licensed Parties with personal information, you agree to the foregoing collection, use, disclosure, transfer and processing of your information in accordance with these Terms, the aforementioned Privacy Statement and applicable data protection laws and regulations.

The Licensed Parties reserve the right to remove any User Content from the Sites and the TP Vision Properties at any time in their sole discretion. If you believe any content, including User Content, residing on the Sites or on the TP Vision Properties or displayed or used in connection with the TP Vision Services infringes any person's or entity's copyright rights, please approach the TP Vision Consumer Care team via the following page: https://tv-sound-monitors.philips.com/s/contactsupport?language=en_US.

If you wish TP Vision to stop using your User Content or to remove your personal data Please contact TP Vision, either by sending a message to TP Vision using social media or by contacting the TP Vision Consumer Care team via the following page: https://tv-sound-monitors.philips.com/s/contactsupport?language=en_US.

ADDITIONAL TERMS

These Terms of Use apply to the Sites, the TP Vision Properties and TP Vision Services and to your User Content unless otherwise provided. In addition, to the extent your User Content is displayed on the Sites or on any of the TP Vision Properties or in connection with the TP Vision Services, you also will be subject to additional terms of use, agreements, guidelines or rules provided by TP Vision applicable to such TP Vision Services and User Content, including but not limited to those set forth on the TP Vision website at <https://www.tpvision.com/terms-of-use/>, and you hereby agree to be bound by such additional terms of use or service, agreements, guidelines, instructions or rules provided or posted by TP Vision (the "TP Vision Terms").

You certify that you are at least 18 years of age.

INTELLECTUAL PROPERTY RIGHTS

The Sites, TP Vision Services or TP Vision Properties may be protected by copyright, trademark and other intellectual property laws. You acknowledge and agree that you do not acquire any ownership or other rights in proprietary information and materials of TP Vision by authorizing use of your User Content or otherwise using or accessing the Sites, the TP Vision Services or the TP Vision Properties.

MISCELLANEOUS

These Terms of Use are personal to you and may not be assigned or transferred by you for any reason whatsoever without TP Vision's prior written consent; and any action or conduct in violation of the foregoing shall be void and without effect.

You agree that if TP Vision does not exercise or enforce any legal right or remedy which is contained in these Terms of Use (or which TP Vision has the benefit of under any applicable law), this will not be taken to be a formal waiver of TP Vision's rights and that those rights or remedies will still be available to TP Vision.

If any court of law, having the jurisdiction to decide on this matter, rules that any provision of these Terms of Use are invalid, then that provision will be removed without affecting the rest of the Terms of Use. The remaining provisions of these Terms of Use will continue to be valid and enforceable.