

General Terms and Conditions

General terms and conditions for participation in Placebos for Art of the Behring Institute (also referred to as the 'Institute' or the 'Behring Institute for Medical Research')

Definitions

The Behring Institute: owner of the www.behringinstitute.com webSite.

Site manager: the Behring Institute

Participant: Visitor of the www.behringinstitute.com webSite and uploader of image material.

Image: the image placed on the www.behringinstitute.com webSite.

The participant is the maker and exclusive titleholder of the image placed by him/her and, pursuant to this, he/she has the right to grant permission to use it. If the participant is not the maker of the image placed by him/her, the image will be removed.

The participant guarantees that an image placed by him/her does not infringe the rights of third parties. These rights shall include, but are not limited to, copyrights, trademark rights and/or design rights to architectural constructions, art, texts, logos as well as portrait rights of persons portrayed. At the request of the Behring Institute, the participant shall demonstrate that he/she has permission from the relevant titleholder(s) to publish and/or multiply the image.

The participant in Placebo's voor Kunst guarantees that the image placed by him/her is and will continue to be in accordance with applicable laws and regulations. The image(s) may not contain any insulting, crude, or disgraceful elements that breach the privacy of third parties or that are offensive or obscene or that may incite people to commit minor or serious offences.

It is prohibited to place vulgar, vicious, threatening, child/adult pornographic, and other sexually charged image(s). Any image(s) contrary to these provisions will be removed. If the Site manager establishes that any photos, blogs or tips are contrary to the provisions included in the Dutch Criminal Code, this will be reported to the judicial authorities and the image(s) as well as all other data known in that regard shall be handed over to the judicial authorities.

The Behring Institute is not liable for any damage and/or loss to third parties as a result of the photo(s) and/or tips and/or blogs placed by the participant. The participant indemnifies the Behring Institute against any claims from third parties in this connection. The participant is obliged to compensate for any damage and/or loss caused to the Behring Institute by him/her without further notice of default.

By placing his/her image(s) on the webSite, the participant grants the Behring Institute permission to use the image(s) in perpetuity without reservation. The image(s) may, however, only be used by the Behring Institute in connection with Placebo's voor Kunst, the related contest(s) and/or publications, and on the condition that the participant's name is stated clearly. The participant declares not to be prevented from granting this permission by any obligation.

The participant waives his/her right to request a fee for this use.

The participant is aware of the fact that placement of the image(s) involves the risk that third parties may save, use and/or process the image(s).

Placements that do not comply with these terms and conditions will be excluded from participation and may be removed. This also applies to material that does not comply with the requirements of the travel-related theme for which Placebo's voor Kunst is intended and which will be set by the Behring Institute.

The participant will be kept informed of any developments within the concept through the e-mail address indicated by the participant, provided that the participant agreed to this.

If the participant does not wish to receive any e-mails from the Behring Institute, the participant has the possibility to sign out.

By participating in Placebo's voor Kunst, the participant declares to agree with these terms and conditions. These terms and conditions will continue to apply to the legal relationship between the parties also after signing out or in cases in which the relationship between the participant and the Behring Institute has been terminated – regardless of the way in which this has been done. Deviations and/or amendments to these general terms and conditions only apply if the parties have agreed upon this in writing. If any provision of these general terms and conditions is invalid or has been nullified, the other provisions of these general terms and conditions remain in force.

Privacy Statement

Since 1 September 2001, the new Dutch Personal Data Protection Act has been in force. The Behring Institute complies with this Act and shall observe your privacy. This Privacy Statement explains which data will be collected and for which purposes, which method we will use to collect these data, what rights you have, and how you can exercise these rights.

In this Privacy Statement, the following terms will have the meaning set forth below:

The Behring Institute is also responsible for processing personal data.

Personal data: all data that can be tracked back to an individual person.

Information provided passively: While serving the Internet, you enable us and others to collect data, such as the IP-number of your computer, your operating system, and the Internet pages you visit, without you being aware of this. These data enable the Behring Institute to improve the quality and accessibility of its Internet pages. Insofar as these data are used, this will always be done anonymously and in a totalised manner.

Service Agreement Terms of Use and Disclaimer

By accessing and using this Website (the "Site") of the Behring Institute for Medical Research (also referred to as "Behring Institute" and "the Institute"), the user (also referred to as "you") acknowledges this notice, and agrees to the terms and conditions set out below. If you do not agree with any part of these terms and conditions, you should immediately discontinue any use of the Site.

Patent, Trademark and Copyright

Except where stated otherwise, the terms “Behring Institute” and “research institute” used on the Website shall be deemed to include the Behring Institute for Medical Research and its respective affiliates, subsidiaries, successors and assigns.

This Site is created and operated by the Behring Institute for Medical Research. The Behring Institute is the owner of all right, title and interest in this Site and its contents, including without limitation, all patents, copyrights, trademarks, trade names and any and all other Intellectual Property whether now known or here after existing and all of the good will therein (“Intellectual Property”). The Site is for your personal, noncommercial use only, with no transfer of title.

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This Site is not an attempt to practice medicine or provide specific medical advice, and should not be used to make a diagnosis or to replace or overrule a qualified health care provider’s judgment. Nor should users rely upon the Site if they might need emergency medical treatment. We strongly encourage users to consult with a qualified health care professional for answers to personal questions.

By choosing to use the Behring Institute for Medical Research Website, you acknowledge and agree to the terms of this Disclaimer and our Privacy Policy. We encourage you to read them. We reserve the right to modify these terms and policies and recommend that you periodically review them, because if you use the Site you will be expected to comply with these.

Modification of this Agreement

These Terms of Use may change from time to time without notice and it is your responsibility to check for updates.