

TERMS AND CONDITIONS OF BLACK FRIDAY VIP SALE

JAMENDO S.A.

Please read these Terms and Conditions of Black Friday VIP Sale carefully.

Article 1 - Definitions

The following definitions apply for the purposes of these Terms and Conditions of Black Friday VIP Sale:

"Promotion Campaign"	Promotional action consisting in the Black Friday VIP Sale of November 2020.
"Promotion Campaign Area"	Worldwide.
"Promotion Campaign Period"	3 days to benefit from the promotions by using any of the promo codes between Monday 23rd November 2020 and Thursday 26th November 2020 included.
"Terms and Conditions"	These standard Terms and Conditions of Black Friday VIP Sale.
"Participant"	The person who participates in the Promotion Campaign and who is entitled to do so on the basis of Article 2 of these Terms and Conditions.
"Jamendo"	The company Jamendo S.A., with its registered office at 76, avenue de la Liberté, L-1930 Luxembourg.
"Benefit"	The benefit(s) described under Article "Benefit" in these Terms and Conditions.

Article 2 – Participation

1. Every natural person with a permanent residence of domicile in the Promotion Campaign Area, who is older than 18 at the time of participation, may participate in the Promotion Campaign. Jamendo is entitled to ask for proof.
2. The Participant must have an existing e-mail address and address in the Promotion Campaign Area. Participants who use an incomplete or fictitious e-mail address, address and/or names may be excluded from participation by Jamendo.
3. Employees of Jamendo, and all persons who are involved directly or indirectly with the Promotion Campaign, its organisation and the Benefit, are excluded from participation.

4. In the event of misuse, fraud, manipulation, circumvention or a breach of these Terms and Conditions, Jamendo is entitled to exclude Participants or groups of Participants. Jamendo is entitled to do this on the basis of a suspicion and is not bound to inform the Participant or to provide proof.
5. By participating in the Promotion Campaign, the Participant states to agree to these Terms and Conditions.
6. The Participant can only participate in the Promotion Campaign during the Promotion Campaign Period and only in the manner described herein. If the Participant signs in the VIP list after the 23rd of November 2020 (local time), in a way other than the prescribed manner, or otherwise incomplete, he/she shall be excluded from participation without further notice.
7. There are no fees to be paid by the Participant in order to participate in the Promotion Campaign.
8. If a Participant participated in the Promotion Campaign in breach of these Terms and Conditions, Jamendo reserves the right to exclude the Participant from this Promotion Campaign, the award of Benefit and any subsequent promotional actions.
9. Participation by means of certain scripts, systems, automated functions, or other methods that increase the chances of winning is prohibited.

Article 3 - The Benefit

1. The Benefit is strictly personal, non-exchangeable for goods and/or services and not transferable without written permission from Jamendo.
2. The Benefit received by the Participant will be “The 50’s Bundle”: a pack of promotions valid from Monday 23rd November 2020 until Thursday 26th November 2020 included (local time).
3. The promotions included in “The 50’s Bundle” are: a 50 euros coupon code valid on any Track Pack purchased on Jamendo Licensing’s home page (<https://licensing.jamendo.com/en/royalty-free-music>), a 50% discount coupon code valid for any Single License purchased on the aforementioned Jamendo Licensing’s home page, and a 50% discount coupon code valid for a Yearly Subscription for Online Use (valid for the first year only) purchased on the aforementioned Jamendo Licensing’s home page.

Article 4 - Mechanics

1. The Participant must sign in the VIP List on November 23rd, 2020 (local time) by introducing his/her email address only. The form to submit the email address will be available as a pop-up form on Jamendo Licensing’s home page (<https://licensing.jamendo.com/en/royalty-free-music>) and in the dedicated landing page for this Promotion Campaign (<https://vip.jamendo.com/>).
2. After signing in the VIP List, the Participant will receive an email containing direct links and coupon codes to get the Benefit.
3. The Participant can use one, two or three of the promotions, depending on his/her needs.
4. The Participant must use each coupon code in a new sale. The coupon codes cannot be used together on the same sale, and are not cummulatives.
5. The coupon codes included in “The 50’s Bundle” can be used from Monday 23rd November 2020 at 00:01h (local time) until Thursday 26th November 2020 at 23:59h (local time).

Article 5 – Exclusion of liability

1. Jamendo is not in any way liable for costs and additional expenses a Participant may have to incur in connection with the participation in the Promotion Campaign and/or the use of the Benefit.
2. Except for gross negligence or intent, Jamendo, its employees, assistants or third parties it engaged are not liable in the event of damage caused by defaults or incorrect functioning of whichever nature in the software, computer, network and the internet used by the Participant that caused the entry of the Participant to be received late, poorly, delayed or not at all by Jamendo.
3. Jamendo does not provide any guarantee, nor warranty in relation to the Benefit, including but not limited to warranty of fitness for any particular purpose, and excludes any liability, except for gross negligence or intent, in that regard. Jamendo is not liable for (i) any defects to the Benefit, (ii) if the Benefit is received later than announced, or (iii) received by the wrong person. Jamendo disclaims all liability for any indirect and consequential damage, claim or cost for the Participant and any third party resulting from the Promotion Campaign and the Participant's participation therein.
4. Jamendo is not responsible or liable in the event of fraud by Participants.

Article 6 – Privacy

1. The personal details provided by the Participant to Jamendo in the framework of this Promotion Campaign are subject to the applicable national legislation regarding privacy. In its capacity as the party responsible for processing, Jamendo shall only process these details for purposes that are necessary to the proper progress of the Promotion Campaign, notably the purposes referred to in Article 3 and 4, and for its own market research. Within the framework of the aforementioned purposes, the personal details may be passed on to one or more entities in the event of a statutory obligation or following a request from the police or judicial authorities. The personal details shall not be given or sold to third parties.

In some cases the user may provide these personal details through his account with social media, such as Facebook. In that case Jamendo shall only process those details obtained by means of the social media that are necessary to realise the aforementioned purposes.

2. Every Participant may exercise his statutory right to access, improve, or oppose the use of personal details by sending a written, signed and dated request to that effect, together with a copy of his proof of identity to Jamendo, by means of standard post to Jamendo S.A., at 76, avenue de la Liberté, L-1930 Luxembourg, or by email to: privacy@jamendo.com.

Article 7 – Complaints

1. Anybody with questions, complaints or comments may turn to the Jamendo Customer Services at the e-mail address : talk-to-us@jamendo.com.

Article 8 – Final Provisions

1. Jamendo is entitled to amend these Terms and Conditions, without stating reasons, or to cancel the Promotion Campaign, if, in the light of statutory or regulatory provisions or interpretations thereof by government bodies, the Promotion Campaign cannot be continued or cannot be continued

unchanged, if the further implementation of the Promotion Campaign is actually or otherwise impossible or impossible under the same conditions or if the circumstances concerning the Promotion Campaign have changed to such an extent that its continued progress involves unreasonable or disproportionate extra costs or difficulties for Jamendo. The most recent version of these Terms and Conditions can be consulted on the website <https://vip.jamendo.com/> throughout the Promotion Campaign Period.

2. The content of these Terms and Conditions is under reservation of clerical errors and interpretation. It is not possible to derive any rights from clerical errors or mistakes by Jamendo.

3. These Terms and Conditions are governed by and shall be construed in accordance with the laws of Luxembourg without regard to any conflict of laws principles and without prejudice to compulsory consumer laws applicable in the country of the domicile of the Participant. Any dispute arising out of or relating to their interpretation or performance, or the breach thereof, shall be exclusively referred to and settled by the courts of Luxembourg City, Luxembourg.