

**Terms and Conditions November 2020****1. Legal Information**

- 1.1. These terms and conditions ("Terms") together with the Privacy and Cookie Statement govern Your ("User"/"You(r)") access to and Your use of the entire website [www.oliverheldens.com](http://www.oliverheldens.com) including all its content including but not limited to any information, images, photos, text, articles, music, demo's, video and all other materials available on or via the website ("Content") and the services available on the website ("Services"), (collectively referred to as "Website").
- 1.2. 1.2. User has accepted these Terms and Privacy and Cookie Statement and agrees to be legally bound by and to comply with the Terms, Privacy and Cookie Statement, collectively referred to as the "Agreement". User acknowledges to have fully read and fully understood the Agreement.
- 1.3. 1.3. This Website is provided to You by Kangarooli Tracks B.V. ("Kangarooli"). Kangarooli has its registered address in Amsterdam and is registered at the Dutch Chamber of Commerce under number 63188937. Some Services on the Website may be offered in collaboration with a business partner, such as Warner Music UK Ltd ("Warner UK"). Warner Music UK Limited is a company registered in England with its registered office at Cannon Place, 78 Cannon Street, London England EC4N 6AF.
- 1.4. You can contact Kangarooli at [support@oliverheldens.com](mailto:support@oliverheldens.com) for questions about these Terms and/or the Website.

**2. Object**

- 2.1. These Terms govern the access and the use of the Website on which Kangarooli offers a platform to You. Via the Website access is granted to, among others, music, exclusive content, demo drops and a merchandise store. The Website allows You to browse, read, download, view or otherwise consume the content delivered to You by the Website. Some Content and/or Services are only offered to users with an account for the Website.
- 2.2. Your privacy is important to Us. In order to provide You this Website under the Agreement, Your personal data are processed. The Website processes Your personal data, for which You give Your consent by accepting the privacy statement ("Privacy Statement"). Our Privacy Statement describes among others which data We process, on which grounds We process Your personal data, for which purposes, with whom Your personal data is share and if We transfer Your personal data to other countries. The Privacy Statement also explains Your rights pertaining the processing of personal data. Please consult Our Privacy Statement for more information.
- 2.3. Sign up to the Website may make use of third-party social networks such as Facebook, Google+, Hive.co and Spotify. These social networks are independent companies with regard to Kangarooli, with their own terms of use, privacy policies and other regulations, established and managed by these respective social networks.

**3. Use of The Services**

- 3.1. The Website, including updates, enhancements, amendments, new features and changed features, are all subject to these Terms. By accessing, signing up for, logging in to or using the Website, You are automatically considered as a User of the Website, which requires Your full acceptance of all the provisions of these Terms, in the most current version as published on the Website. You agree to comply with all the Terms. Kangarooli asks You to read all legal documents applicable to this Website carefully. If You do not accept the Terms and Conditions or a part thereof, You are not authorised to use this Website.
- 3.2. The use of certain Services offered by the Website links You to services exploited by a third-party, such as the Oliver Heldens Shop ([www.oliverheldensshop.com](http://www.oliverheldensshop.com)). By clicking the links to those third-party services, You exit the Website and are aware that those services may be subject to that third-party's terms and conditions, guidelines, regulations, or privacy policies. Kangarooli is in no event responsible or liable for any and all content, services, offers, materials offered, sold, marketed, promoted or otherwise made available to You by third-parties.
- 3.3. Kangarooli reserves the right to change, modify or impose new provisions to these Terms, at any time. Kangarooli will inform You of any changes to these Terms and Kangarooli advises You to reread these Terms from time to time. You are obliged to comply with all provisions set out in the latest version of these Terms at each moment. Any use of the Website, after receipt of the aforementioned notice will be deemed acceptance of the latest version of the Terms by You.
- 3.4. To use the Website or certain Content or Services thereof, You may be asked to create and account and register to the Website. The information that You provide during the creation of Your account for the Website shall be accurate, current, correct and complete. In case You use a social network to sign up for the Website, You authorize Kangarooli to access and use certain information, depending on the privacy settings that You have selected in the corresponding social network. After completing registration, You can directly log into Your account and use the Website.
- 3.5. You are obliged to protect Your account for the Website against unauthorized access by third-parties. You must keep Your credentials strictly confidential. By registering a profile for the Website, You accept and assume all liability that may arise out of any activity that occurs under Your profile. You cannot share Your account and/or login information with other people to provide others access to the Website. Kangarooli may assume that all actions undertaken from Your account after logging in is authorized and supervised by You. This means You are fully liable for all actions from Your account, unless and until You have notified Kangarooli that Your account is compromised.

**4. Age Requirement**

- 4.1. You must be at least 13 years old, under the applicable law, to use the Website and warrant that You have truthfully stated Your age. If You are under 13 stop using the Website immediately. In case You provide untruthful information, Kangarooli

shall not be liable as it cannot verify the age of users. Kangarooli is however allowed at any time, to contact You and ask for proof of Your age including requesting a photocopy of an identity card or any other means of identification. Upon denial of proof, Kangarooli is entitled to immediately terminate Your user profile on the Website.

## **5. Waiver of Responsibility**

- 5.1. Kangarooli allows third-parties to offer, sell, market, promote or otherwise make available Content, Services, merchandise or other items through the Website. These sales are carried out directly between the third-party seller and the user. Kangarooli shall, as a consequence, not be responsible either directly or indirectly, for any disputes, disagreements or other issues between the contracting parties with regards to sales and purchases made between users and third-parties.
- 5.2. Kangarooli is an intermediary as described in Article 196c of Book 6 of the Dutch Civil Code. Everything that has been uploaded by Customer and/or an End User through use of the Service falls under the responsibility of Customer and/or the End User respectively.
- 5.3. Kangarooli shall in no case be responsible for the operation, data protection, terms or guidelines referred to and applicable to third-party websites, that may be accessed by a link on the Website. Kangarooli offers these hyperlinks to third-parties merely to facilitate convenient navigation for the user. Kangarooli will in no event accept any liability for the information, content, offers, services appearing on third-party websites.
- 5.4. Kangarooli will use its reasonable efforts to ensure proper functioning of the Website. The Website is built with adequate security measures, however with regard to the use and custody of Your login information, Kangarooli assumes no responsibility or liability.

## **6. Service as Is**

- 6.1. Your access to and use of the Website is at Your own risk. You acknowledge and agree that the Website is provided to You on an "AS IS" and "AS AVAILABLE" basis. Kangarooli does not warrant or guarantee and disclaims any and all responsibility and any and all liability for: (i) the completeness, accuracy, availability, security or reliability of the Website; (ii) any harm to Your devices, computers or systems, loss of data, or other harm that results from Your access to or use of the Website; (iii) the deletion of, or the failure to transfer, to store or to receive any Content, information, materials and other communications by the Website; and (iv) whether the Website will meet Your requirements or be available on an uninterrupted, secure, or error-free basis. No advice or information, whether oral or written, obtained from Kangarooli or through the Website, will create any warranty or guarantee for Kangarooli, unless expressly mentioned in these Terms.
- 6.2. The Website can be maintained at any time, even if this may negatively impact the availability of the Service or Content on the Website. You will be notified in a timely manner of scheduled maintenance, if reasonably possible.
- 6.3. Your feedback and suggestions for improving or adapting the Website are carefully read, however Kangarooli will decide which adaptations to the Website will be made.

## **7. Compensation for The Service, Content and/or Website**

- 7.1. The Website is offered to You free of charge for the time being. Kangarooli reserves the right to offer the Website, products, content, additional services or products for a fee. You will be informed in a timely manner, should the Website introduce a fee. In that case You will be also informed about the acceptable payment methods.

## **8. Contests, sweepstakes, competitions**

- 8.1. Either We or jointly with a business partner such as Warner UK, may organize contests, sweepstakes or competitions ("Contest") from time to time.
- 8.2. For certain Contests, additional terms and conditions ("Specific Terms Contests" apply. Any other Contest in the context of a promotional campaign will fall under the scope of these T&C's. If any Specific Terms Contests conflict with these general T&C's, the Specific Terms Contests will take precedence.
- 8.3. Eligibility rules for our Contests
  - a. Unless we impose a specific age limit or a specific country of residence for a Contest, all Contests are open globally to all persons aged 18 and over. We are allowed at any time to impose additional requirements which will be detailed in the applicable Specific Terms Contests. Whether or not You meet all eligibility requirements or not is at Our sole discretion and We reserve the right to as for evidence or confirmation from entrants before awarding a prize.
  - b. The Contests are not accessible for employees or immediate family of Kangarooli, Heldeep Records or Warner UK.
  - c. At our sole discretion, we reserve the right to disqualify an entrant, or to refuse or withdraw a Prize, if the entrant does not comply or has not complied to these T&C's, the Specific Terms Contests or presents inappropriate, offensive or unlawful behaviour towards Our companies, Our partners such as Oliverheldensshop.com or Warner UK, or Our employees.
- 8.4. Entry to a Contest
  - a. Entry to our general Contests is free of charge. Please follow the instructions of the Contest as provided on the organizing party's website. You must provide your correct and legal name and correct contact details. Any incorrect entries will be disqualified. Any personal data You provide to us, falls under the scope of the applicable Privacy Statement which you can read and download on our Website.

- b. Multiple entries are strictly prohibited, unless explicitly permitted in the applicable Specific Terms Contests.

#### 8.5. Prizes

- a. Our prizes may include merchandise items or tour related items. These prizes are individual and will be only be delivered to the individual winner. Our prizes cannot be exchanged for a cash alternative. Our prizes are non-transferrable, non-exchangeable. Where a prize consists of an entry ticket to a live-performance or attendance to an event, those prizes are only valid on the dates determined by Us or any third party provider. If the winner is not able to attend at the given time, the prize will be forfeit and no cash or compensation will be awarded.
- b. We reserve the right, at any time and at our sole discretion, to replace the stated prizes with an equivalent alternative prize. The prize winner will be notified within 30 days of the closing date of the Contest, unless otherwise specified in the Specific Terms Contests via telephone, email or in writing through the contact details provided by the entrant upon registration for the Contest. It is entrant's sole responsibility to provide correct contact details to Us.
- c. Prizes will be sent to the winner at the known address by an (international) courier service of Our choosing such as DHL, UPS, FedEx. We will bear any shipping costs.
- d. Unless stated in the Specific Terms Contests, no additional or further costs or expenses are included in a prize.
- e. If any tax, charges or apply to the prize, winner is solely responsible for compliance with these requirements.
- f. To the fullest extent permitted by law, we do not make any representations, guarantees or warranties in connection to the prizes awarded by Us or on Our behalf.

#### 8.6. Event prizes

- a. We are not responsible, nor liable for any cancellations, rescheduling or amendments of an event organized by a third party.
- b. If a prize includes a meet and greet with an artist, such is at the availability of the artist and according to the rules and policies of the organizing venue. We are not responsible nor liable for any cancellations, changes to meet and greets or policies or decisions of the hosting/organizing venue.
- c.

#### 8.7. Claiming of a prize

- a. All prizes must claimed within eight (8) days from our notification to You. If a prize remains unclaimed, We reserve the right to award an unclaimed prize to another entrant or withdraw the prize.

#### 8.8. Publicity

- b. We have the right to use the personal information and a photograph of all entrants to the Contests for promotional purposes. We are not obliged to pay the entrant a compensation or a fee in connection to such promotional use. If you wish to have your personal information removed from our database, please email us at support@oliverheldens.com or consult our Privacy Statement for additional information on the use of your personal information.

#### Decisions are final

##### 8.9.

- a. All decisions are at Our sole discretion and are final. All entrants to the Contest agree and acknowledge to accept the results of the Contests.

## 9. Intellectual Property

- 9.1. Kangarooli is the sole owner of all intellectual property rights including but not limited to trademark rights, copyright, neighbouring rights, industrial design, trade secrets ("Intellectual Property Rights"), title and interest vested in all information or content, text or images on the Website or has obtained the required authorization or license for the exploitation of the Website, the software, the database, Content or other elements of the Website.
- 9.2. You acknowledge and agree to respect Kangarooli's Intellectual Property Rights. You are strictly prohibited to modify, adapt, copy, replicate, reproduce, in any form, decompile, or otherwise extract content, information, text, source code from the Website.
- 9.3. You agree and acknowledge that all content or information including but not limited to pictures, images, music, lyrics, demo's, video that You upload, store, submit, transfer, share or make available on or via, or in connection the Website or Oliver Heldens ("User Content"), does not infringe on third-party rights including but not limited to Intellectual Property Rights. You are solely and fully responsible and fully liable for such Content and information. Kangarooli assumes no responsibility and is in no event liable for any unauthorized use of or infringing content or information. In these cases, Your access to the Website will be immediately terminated.
- 9.4. For all User Content You specifically provide Kangarooli with a non-exclusive, worldwide, perpetual, irrevocable, royalty free sub-licensable, transferable, right to use all (Intellectual Property) rights vested in Your User Content including the right to use publish, distribute, reproduce Your User Content on the Website and/or other media, content of Oliver Heldens, including but not limited to the use of Your demo's in the Heldeep Radio show or other promotional uses.
- 9.5. You may change or remove information and/or User Content You publish and/or store using the Website at Your own discretion. Notwithstanding the foregoing, after removal of a demo submission from Your account, the demo will, no longer be visible to the public on the Website. You agree and acknowledge that a demo removed by You from Your account, may still be used in the Heldeep Radio show by Oliver Heldens. Feel free to contact Kangarooli at support@oliverheldens.com if You need any help changing or removing Your information and/or User Content.

- 9.6. You agree and acknowledge that after termination of Your account Your User Content may be still stored in backup ups of the Service (but will not be available on the Website).
- 9.7. The Website shall refrain from accessing data You store or transfer using Kangarooli for purposes other than the provision of the Service, unless Kangarooli is forced to do so by law or order of competent authority. In these cases, Kangarooli shall use its best efforts to limit access to the information as much as possible.

## **10. Rules of Use**

- 10.1. It is prohibited to use the Website for any purpose that violates Dutch or other applicable law(s) or regulation(s). This includes among others the storage or transmission of data using the Service that is slanderous, unlawful, libellous or racist, or to create profiles on the Website under the names of other people or to pretend to be another person, or a moderator/maintainer of the Website.
- 10.2. In addition, on the Website it is forbidden to:
- a. use indecent, unrespectful language;
  - b. publish, submit, transfer, transmit, enter, distribute, disseminate or otherwise make available content or propaganda including but not limited to data, messages, drawings, sound files, images, photos, software, video, audio/visual content, data programs or software that:
    - is or may be considered pornographic or erotic (even if legal under applicable law), xenophobic, racist, homophobic or contrary to human rights, the law, morality, public order and these Terms;
    - is in violation of Intellectual Property Rights including but not limited to copyright or hyperlinks to such information;
    - is false or that refers to other people than yourself;
    - may cause damages to the computer systems of the access provider, its suppliers or internet users;
    - exercise commercial activities;
    - crawl, scrape, collect, store or access the database of Kangarooli or collect all or part of the database of users of Kangarooli;
    - to do anything that violates applicable netiquette or social norms.
- 10.3. Should Kangarooli discover that You violate any of the above, or receive a complaint alleging the same, then Kangarooli may immediately take action to end the violation. Kangarooli reserves the right to block, suspend or delete Your account or to take other steps it deems reasonably to end the violation or to investigate the complaint.
- 10.4. If in the opinion of Kangarooli the continued functioning of the computer systems or network of Kangarooli or third-parties is actually or under threat of being damaged or jeopardized, for example through excessive transmission of e-mail or other data, leaks of personal data or virus activity, Kangarooli may take all steps, measures or actions it deems reasonably necessary to end or avert such damage or jeopardy.
- 10.5. Kangarooli is at all times entitled to file a criminal complaint for any offenses committed through or using the Service. In addition, if required by law, Kangarooli is entitled to supply Your name, address, IP-address and other identifying data to a third-party alleging that You violate its rights or these Terms, provided the validity of the complaint is clear, no other way of obtaining this information exists and the third-party has an evident interest in obtaining this information.

## **11. Limitation of Liability**

- 11.1. Your access to the Website does not imply nor oblige for Kangarooli to monitor the absence of viruses, worms, or any other threats to Your devices. You are solely responsible for adequately securing Your devices or systems and protect yourself from fraud, damages, harmful computer programs, or other destructive content.
- 11.2. Kangarooli is not responsible for any damages incurred in the software and computer of users, during the use of the Website or third-party websites accessed via the Website.
- 11.3. To the maximum extent permitted by applicable law, Kangarooli shall not be liable for any indirect, incidental, special, consequential or punitive damages, or any loss of profits or revenues, whether incurred directly or indirectly, or any loss of data, use, good-will, or other intangible losses, resulting from:
- a. of any kind of cause that caused by or incurred through disconnections, in telecommunication services, maintenance of the Website that produce interruption, inaccessibility, cancellation, suspension of the Website. Kangarooli in no event is liable for indirect damages, consequential damages, lost profits, missed savings or damages through business interruption;
  - b. Any conduct or content of any third-party on the services, including without limitation, any defamatory, offensive or illegal conduct of other users or third-parties;
  - c. Unauthorized access, use or alteration of Your transmissions or content.
- 11.4. In no event shall the aggregate liability of Kangarooli, in the event of gross negligence, exceed the greater of ten thousand euro (EUR 10.000,-). The limitations of this subsection shall apply to any theory of liability, whether based on warranty, contract, statute, tort (including negligence) or otherwise, and whether or not the twitter entities have been informed of the possibility of any such damage, and even if a remedy set forth herein is found to have failed of its essential purpose.

## **12. Indemnification**

- 12.1. You agree to indemnify and hold harmless Kangarooli, its affiliates and their respective directors, officers, employees and agents form and against any and all claims, fines, penalties and other expenses, including attorney's fees, arising out of

the use or misuse of the Website by You or through Your account, access to the Website's content, violation of these Terms, or infringement of third-party's rights including but not limited to intellectual property rights, reserving Kangarooli the right to request compensation for damages and to take legal action.

**13. Force Majeure**

13.1. In case of force majeure Kangarooli is never required to compensate damages suffered by You. Force majeure includes among others disruptions or unavailability of the internet, telecommunication infrastructure, power interruptions, riots, traffic jams, strikes, company disruptions, interruptions in supply, fires and floods.

**14. Notice and Takedown**

14.1. If You believe that content on the Website infringes upon Your intellectual property rights, You may submit a takedown notice. These requests should only be submitted by the rights holder or authorized agent to act on the rights holder's behalf. You can swiftly notify Kangarooli of any copyright infringement on our Website through the following link and/or via [complaint@oliverheldens.com](mailto:complaint@oliverheldens.com).

**15. Term and Termination**

15.1. **This Agreement enters into force as soon as You first use the Service and then remains in force until terminated by the You or Kangarooli as follows:**

- a. You may terminate the agreement at any time by ceasing Your use of the Website;
- b. Kangarooli is entitled to terminate the Agreement if You have not used the Service at all in the last 18 months. In such an event Kangarooli shall first send a reminder mail to the e-mail address connected to Your account;
- c. Kangarooli is entitled to immediately terminate the Agreement with or without cause included but not limited to the event of any conduct by user which Kangarooli in its sole discretion considers to be unacceptable, or in the event You breach any of the provisions of the agreement;
- d. Kangarooli is entitled to terminate the Agreement in case the Website is cancelled.
- e. In case of termination, any articles which according to their scope and nature are meant to have a post contractual effect, will stay in effect.

**16. Miscellaneous Provisions**

- 16.1. These Terms are governed by Dutch law. Except to the extent determined otherwise by mandatory applicable law all disputes arising in connection with the Website shall be exclusively brought before the competent Dutch courts in Amsterdam and any explanation or interpretation of this Agreement shall be subject to Dutch law.
- 16.2. For any provision in these Terms that demand that a statement must be done "in writing" to be legally valid, a statement by e-mail or communication through the Website shall be sufficient provided with sufficient certainty the authenticity of the sender can be established and the integrity of the statement has not been compromised.
- 16.3. The version of any communication of information as recorded by Kangarooli shall be deemed to be authentic, unless You supply proof to the contrary.
- 16.4. In case any part of these Terms is declared legally invalid, this shall not affect the validity of the whole of the Agreement. The parties shall in such an event agree on one or more replacement provisions that approximate the original intent of the invalid provision(s) within the limits of the law.
- 16.5. Should Kangarooli not enforce any right or provision of these Terms, this will not be deemed a waiver of such right or provision.
- 16.6. Kangarooli is entitled to transfer its rights and obligations under this Agreement to a third-party as part of an acquisition of Kangarooli or the associated business activities.

\*\*\*\*\*