

## **Photo/Video Sharing Terms and Conditions DFDS**

Thank you for checking out the terms and conditions that cover DFDS' use of your photograph(s) and/or video(s). We'll refer to these terms and conditions as "Terms." The full Terms are laid out below. However, make sure you read the entire thing before agreeing to it.

### **1. TERMS**

By submitting photograph(s) or and or video(s) to us or by otherwise agreeing to our use of the photograph(s) and or video(s) according to these Terms, you agree that you have read and fully understand these Terms and will comply with them in their entirety.

### **2. COPYRIGHT**

Don't give us photograph(s) and or video(s) that you didn't take yourself or don't have permission to give to use. You represent and warrant that you have taken the photograph(s) and or video(s) yourself and own the copyright in the photograph(s) and or video(s) or have received the express permission of the copyright owner to have the photograph(s) and or video(s) used and shared by us in accordance with these Terms.

### **3. PERMISSION OF ANY PERSON PICTURED**

Make sure that you have permission to take the photograph(s) and or video(s) of any and all people appearing in the photograph(s) and or video(s) and have their permission to have their photograph(s) and or video(s) and name used by us. If any people pictured are minors, you must obtain their parent or guardian's express permission to have their photograph(s) and or video(s) and name used by us. You represent and warrant that you have expressed permission of everyone who appears in the photograph(s) and or video(s) (and their parent or guardian, if applicable) to be photographed/videoed and have the photograph(s) and or video(s) and their names used and shared by DFDS in accordance with these Terms. Before obtaining their permission and sharing the photograph(s) and or video(s) with us, send them a copy of or a link to these Terms.

### **4. DFDS' USE OF PHOTOGRAPHS/VIDEOS AND CONTENT**

You keep all of your ownership rights to any photograph(s) and or video(s) or other content but give us permission to use the photograph(s) and or video(s) as determined by us. By submitting, or otherwise agreeing to our use of, a photograph(s) and or video(s) or other content, including but not limited to photo/video captions, your name, and the names of any person appearing in the content (collectively, "Content"), you grant us the worldwide, unrestricted, royalty-free, irrevocable, sub-licensable right to (a) publish, publicly display and perform, modify, edit, alter and otherwise use the Content in whole or in part, without further consent, review or participation from you, for any purpose throughout the world (including commercial and promotional) in any medium or format now existing or hereafter created, including but not limited to print or recorded material, websites, social media platforms, email marketing, paid media; and (b) use your name, commentary, and other information about you in connection with the Content. We reserve the right to use, not use, or discontinue using any Content in our sole discretion at any time. DFDS will only credit you if the tick box is checked on the uploader landing page and you have confirmed your name to be credited.

### **5. THE CONTENT YOU SUBMIT**

You agree not to submit any Content that:

- A. Infringes any intellectual property rights of any other person or third party, including but not limited to copyright and trademark.
- B. Defames or invades the privacy or publicity rights of any person, living or deceased, or infringes upon any person's or third party's personal, property, or other right.
- C. Is inappropriate, sexually explicit, harassing, abusive, harmful, violent, or otherwise objectionable or offensive in any way.
- D. Contains any virus, worm, corrupt file, or other forms of malicious code or content that may harm a website or computer.
- E. Violates any law, statute, ordinance, or regulation.

## **6. CONFLICT RESOLUTION, WAIVER, AND INDEMNITY**

If you have a disagreement with us or think any of your Content has been used without your permission or in violation of your rights, let us know so that we can try to work it out. You can reach us here:

Email: [emailint@dfds.info](mailto:emailint@dfds.info)

Mail: c/o Engagement Marketing

DFDS A/S  
Company registration (CVR) no. 14194711  
Marmorvej 18  
2100 Copenhagen Ø  
Denmark

You irrevocably waive all rights and agree to release and hold harmless DFDS from any and all claims, costs, expenses, damages, causes of action and/or liabilities, of any nature, whether direct or indirect, known or unknown, foreseen or unforeseen, arising out of or relating to the Content, including but not limited to defamation; invasion of the rights of privacy or publicity; violation or any moral or artist rights; personal injury, damage to property, or any other similar matter. You further agree to indemnify, defend, and hold DFDS harmless from any claim or cause of action related to your violation of any these Terms & Conditions.

## **7. ENFORCEABILITY**

If any provision of these Terms & Conditions are deemed invalid, illegal or otherwise unenforceable then that provision will be limited or eliminated to the minimum extent necessary, and the remaining provisions of these Terms will remain in full force and effect.

## **8. DEFINITION**

When we refer to "DFDS" or "us" or "our" or "we" in these Terms & Conditions, we mean DFDS A/S, and its parents, affiliates, subsidiaries, successors, sub-licensees and assigns.

### **Privacy Policy**

DFDS uses your personal information in order to fulfil our commitment to providing an unparalleled guest service experience. As part of that undertaking, we are committed to safeguarding the privacy of the personal information that we gather.