

# Terms of Use for the Playalong App

Updated 9<sup>th</sup> of January 2023

## 1. Introduction

Nordisk Banijay AS (“**Nordisk**”) is one of the longest running production companies in Norway that produces everything from feature films to animated shows for children, reality shows and documentaries. Nordisk is also a supplier of digital services such as this App that allows viewers of live shows to cast votes and take part in deciding who will win the Show.

By using the Playalong App you are deemed to have agreed to these Terms of Use which covers your rights and duties as an End User.

## 2. Definitions

**Customer:** The broadcasting company who has entered into an agreement with Nordisk regarding use of the App.

**End User/You:** You, the physical person who uses the App.

**User Terms:** These Terms of Use for the Playalong App which applies for you as an End User of the App and Nordisk as the technical supplier of the App.

**Playalong App or the App:** The mobile Playalong application with its functions for voting for contestants on the Show, which is available as an app for Android and iOS.

**Nordisk or “we”/“us”:** Nordisk Banijay AS with business registration number 993 045 357 and address Hammersborggata 9, 0181 Oslo that owns the App and is technical responsible for making the App available to Customer during the Customer’s production of Show.

**Show:** The live broadcasting show described in the App in which viewers can play along to with the App.

## 3. Your Rights and Duties as an End User

By using the App, you agree to the User Terms, and are therefore given a non-exclusive, non-transferable and time limited right to use the App in accordance with the User Terms.

Each User is responsible for its own use of the App and must comply with any rules and instructions that applies for the use of the App.

The End User shall not use the App in violation with law, regulations or decisions made by virtue of law or regulation, to infringe the rights of others, and shall not copy any part of the services that are included in a different way than the App permits. Any form of hacking, manipulation or amendments of the App is forbidden.

As an End User, you accept that Nordisk or any of our partners cannot be held responsible for content in the App, errors or deficiencies in the App, nor loss or damage of any kind that occurs as a result of your use of the App.

## 4. Personal data and Privacy

Nordisk will only process data that is necessary in order to fulfil these User Terms. Nordisk explains in the Privacy Policy for Playalong App how and why Nordisk process your personal data for these and other

purposes and on which grounds. The Privacy Policy for BaCaPe is available to you at the same place as these User Terms and always on this website at [www.nordiskbanijay.no/playalongapp](http://www.nordiskbanijay.no/playalongapp).

Nordisk acts as a processor on behalf of Customer and has entered into a data processing agreement that fulfils the requirements of a valid data processor agreement in accordance with GDPR.

## **5. Intellectual Property Rights (IPR) and other Rights**

Nordisk has the exclusive intellectual property rights to the App and has the right to use all information and content which are generated from the End Users' use of the App in accordance with obligations deriving from agreements, rights and duties. Nordisk retains ownership to all intellectual property rights to the source code and other elements of the App. Nordisk may in a separate agreement with the Customer grant the Customer a non-exclusive license to use the App alongside and in relation to the production of the Show and during the live broadcasted shows regarding the Show.

## **6. Amendments and Termination of the Agreement**

Nordisk is entitled to amend the User Terms and/or the App. Nordisk will provide information about any amendments to the User Terms on the website where the Playalong App is available and always on at [www.nordiskbanijay.no/playalongapp](http://www.nordiskbanijay.no/playalongapp). By continuing to use the App, you consent to that updated versions of the User Terms applies for You and Nordisk for your use of the App with its associated functions. If an End User violates these User Terms, Nordisk is entitled to terminate the User Terms and revoke the End User's access to the App.

## **7. Disclaimer of liability**

The App is provided as an "as is" service. Nordisk shall not be liable if the App is not accessible, and Nordisk does not guarantee that the App will always be accessible. Additionally, Nordisk does not guarantee that the App is without any errors or deficiencies. Nordisk is not liable for loss or deletion of data which may occur as a direct or indirect result of your use of the App, unless such responsibility is stated in mandatory law.

## **8. Governing law and dispute resolution**

This User Terms shall be interpreted in accordance with Norwegian law. Any dispute arising from this Agreement or by using the App, shall be decided by the ordinary courts of Norway. In such disputes, the action shall be filed before the Oslo District Court.