

## **1 General**

By visiting this website Sweet Sorrow, hereinafter referred to as 'website' and/or using the information provided on or via this website, you agree to the terms of use, disclaimer and privacy as follows:

Sweet Sorrow may modify these conditions at any time. It is advisable to check the conditions regularly.

On this Web site, listed below terms of use, disclaimer and privacy is governed by Dutch law. All disputes arising out of or in connection with these terms of use, disclaimer and privacy will be exclusively submitted to the competent court in the district of Utrecht. In cases not covered by the terms of use, Sweet Sorrow will decide.

### **Definitions**

1. Content: all, whether published by Sweet Sorrow or not, equipment (including - but not limited to - websites, texts, video and audio material, program material, advertising, trademarks, names, and software);
2. User: whoever is consulting or referring to Content through a (hyper) link to the website or installing (embed) a player, widgets, gadgets and apps, including the provider of final equipment with Internet access, such as televisions or set-top boxes, which refers to (any form of) the Content;
3. Entry: a video with a song posted on YouTube by a contender to the Sweet Sorrow Award and offered via a YouTube link to Sweet Sorrow.

## **2 Disclaimer**

The information and Content on this website is "composed with care". Nevertheless it is possible that this information or Content is incomplete and/or inaccurate. Sweet Sorrow excludes all liability for any direct or indirect damages of any kind arising from the use or the (in) accessibility of this website and/or the information and Content obtained through this website, including, information and third party Content and links to third party sites and the products or services offered on or through these websites.

Sweet Sorrow is not responsible and liable for contributions from third parties on the website, such as participation in a forum, chat, comments, providing text, graphics, photos and other visual materials, audio materials, ideas and concepts. These contributions do not reflect the opinion or policy of Sweet Sorrow. Sweet Sorrow is at any time entitled to remove these third-party contributions from its website.

The offer on this website of hyperlinks to third party websites does not imply Sweet Sorrow recommends the products or services offered through such websites. The use of such links is entirely at the User's own risk.

Sweet Sorrow does not accept any responsibility for the Content, use and availability of websites referred to or websites that refer to this website.

### **3 Terms of use**

Viewing the Content and use of Sweet Sorrow , must take place in accordance with our terms of use :

#### **Only personal, non -commercial use**

The User is allowed to use the Content of this website for personal and non -commercial use only. This means for instance that the following is not allowed with regard to the Content: requesting payment and/or registration for access, increasing or inserting advertisements, logos or other Content (whether through layers , pop-ups and the like) or creating additional functionality and related services , including ( but not limited to) voting, automatic viewing tips on the basis of viewing habits or metadata analysis and Content aggregation by systematic reference to the Content. Other use is permitted only if prior written consent of Sweet Sorrow has been obtained.

#### **Browsers, robots**

Access to the Content is only allowed by general use of a browser, via the pages of Sweet Sorrow. It is not allowed to access and/or analyse the Content via automatic methods such as scripts, spiders or robots.

#### **Links**

Links and references to the pages of this website are allowed, however, these links should lead visitors directly to the website pages. The videos may only be displayed via a link to the Homepage or the Gallery page of the website or via the location of these videos on Youtube.

#### **Embedding**

Embedding Video, Widgets and Gadgets is only permitted for personal or non-commercial use by private consumers. The other terms of use mentioned in this document have to be observed without abatement.

#### **Additional terms**

It is not allowed to change any part of the Content, the Gallery and/or services of Sweet Sorrow (including the connected technology). This also includes copying/recording via reverse engineering to own website, app, widget, gadget or other services of the User.

It is not permitted to bypass or remove safety devices, or to make it possible for others.

The User shall not harm the reputation of Sweet Sorrow. By associating it with violence, sex, alcohol, cigarettes, drugs, extreme political views and defamatory or discriminatory statements. It is the sole decision of Sweet Sorrow to determine whether entries meet these requirements.

The User is responsible and liable for the reference to the Content, the context in which this reference occurs and / or any additional acts of third parties, including those of the User themselves. The User shall indemnify Sweet Sorrow against any claim by third parties (including copyright infringement, privacy violations, moral rights, image rights, etc.).

Sweet Sorrow reserves the right to modify, delete, make inaccessible or stop (parts of) the Content or its services (whether temporarily or not) without notice.

#### **4 Copyright and other intellectual property rights**

The (intellectual) property rights relating to the Content and design of this website, including texts, lyrics, music, data files, photos and other (still and / or moving) images, audio material and the Content are owned by Sweet Sorrow or its affiliated partners.

Reproduction (including editing) and / or disclosure other than specified in the terms of use is prohibited without the prior written consent of the provider of the Content.

##### **(Video and audio) material**

The (video and audio) material on the website is in most cases original material. Sweet Sorrow has done everything what reasonably can be expected to adjust the (copy) rights to the material in accordance with the statutory provisions. Those who nevertheless believe they have rights, can contact Sweet Sorrow. Should there be any requests to delete information and images based upon detectable, valid grounds Sweet Sorrow will do so immediately.

##### **Responsibility for rights to refer**

User is responsible for obtaining consent and compliance with any additional conditions which may be imposed by others to refer to the Content (linking and embedding is also included) and indemnifies Sweet Sorrow for claims.

##### **Contributions by Users**

Regarding voluntary contributions (including the provision of (song-)texts, images, photographs and other images, audio materials, ideas, etc.) provided by Users of the website, the following conditions are applied. By submission of contribution the User guarantees to dispose of all intellectual property rights of the contribution, including copyright and indemnifies Sweet Sorrow for any third party claims regarding this matter. By participating the User grants Sweet Sorrow to disclose and reproduce his/her contribution, without entitlement to compensation, or otherwise.

This right can be exercised via all forms of broadcasting, including radio, television, Internet, apps and / or technologies that are being developed or will be developed in the future, and all kinds of (electronic) storage.

#### **5 Conditions for posting comments**

The following conditions concern comments on the website, in e-mails and on social media networks linked to Sweet Sorrow:

It is not allowed to place advertisements and / or commercial / promotional reactions. It is not allowed to post comments including personal information of others (such as email addresses, home addresses and / or telephone numbers).

It is not allowed to publish copyrighted comments and / or comments for which no publicity rights have been granted. The User claims to dispose of all (intellectual property) rights in its own comments, including copyright and trademark rights, and indemnifies Sweet Sorrow for any third party claims.

The use of offensive login names, avatars and / or signatures is not allowed.

It is not allowed to attack, insult, or put the organization, editing, jury and / or others who on behalf of Sweet Sorrow are providing Sweet Sorrow services, in bad light.

Messages, videos or other User submissions that do not comply with these conditions or otherwise inappropriate, can be modified or deleted by the editor without warning and the User can be blocked from adding subsequent content.

By posting a comment the User grants Sweet Sorrow unlimited permission to publish the contribution on the Website and to save it in (electronic) databases and other files.

Statements, opinions and impressions expressed in the reactions of Users on the Website or on a Website containing material that has been used on the Sweet Sorrow Website, has been done by the Users own actions and is therefore liable for all subsequent consequences. Sweet Sorrow accepts no liability for the contributions of Users.

Complaints relating to the operation and / or the Content of the comments should be communicated personally to the editor and not to be posted on the forum itself.

It is not possible to correspond about these conditions with Sweet Sorrow.

## **6 Conditions for participating Sweet Sorrow**

Competing for the Sweet Sorrow Award and the prizes is only possible by posting a video of yourself singing a song. Start your video with a short **introduction** of yourself and the **connection** to the **Sweet Sorrow Theme**.

The video must not be older then the year of the finale it is an entry for. Therefore the videos must be uploaded in the same year of the finale. A video from 2018 can't be an entry for 2019. This is because every contestant has the same time to gather votes.

By adding an entry to Sweet Sorrow the contestant provides Sweet Sorrow unlimited permission to publish the contribution on the website and save it in (electronic) databases and other files.

All provisions in Section 5 also apply to the submission of videos in order to compete for the Sweet Sorrow Award and prizes. The organization of Sweet Sorrow reserves the right to refuse entries if the rules from Section 5 are breached. Rejected entries will not be displayed on the Sweet Sorrow Website. The submission of contributions closes on the day of the selection date. Check the site for the right date. Entries that are made thereafter will not be processed.

After that the organization will select the entries that will be invited via email to give a live performance in Utrecht. Check the website for the accurate date of the concert.

The organization of Sweet Sorrow reserves the right to select and invite entries for live shows, where the Sweet Sorrow Award and cash prizes can be won, based upon personal preference, regardless of the number of Likes the entry received.

During the live performance, the participant has to sing the song of the submitted video again, in front of a live audience and a jury. During the live concert the participant also performs a song from the Sweet Sorrow repertoire, downloaded from the Sweet Sorrow site. Own songs for the concert must be linked to the theme Sweet Sorrow. Participants can, when asked to, explain the connection to the Sweet Sorrow theme during the concert. The chosen song from the participant may not be any longer than the entry song from Sweet Sorrow.

The jury determines the winner of the Sweet Sorrow Award.

Each vocalist may be accompanied by an instrument. In case of multiple instruments Permission should be obtained from the organization via email.

## **7 Privacy statement**

Sweet Sorrow will only process your personal data in accordance with the provisions of the Data Protection Act and other applicable laws and regulations.

### **Purpose of processing**

The processing of your personal data is necessary to receive newsletters related to Sweet Sorrow. Your data may, if authorized to do so, be used to inform you of Sweet Sorrow and the Sweet Sorrow Award. We only do this if you give Sweet Sorrow the permission to do so.

In addition to the requested information, the newsletters may occasionally contain information about other (Internet) activities of Sweet Sorrow.

### **Click behavior**

In addition to data provided by yourself other data regarding the visit of our websites is being collected as well. All data will be used for anonymous statistical surveys and to tune the website to the preferences of our visitors as much as possible.

### **Recording and processing of data**

Your personal information will be treated confidentially and will not be further processed in a way incompatible with the purpose for which they were obtained. This data will not be supplied to third parties in any way unless Sweet Sorrow is obliged to do so according to the law or a court order. Your personal information will be protected appropriately, both technically as well as administratively.

**Your rights**

You may request access to your data to be modified or to be deleted permanently at any time. This request can be directed to Sweet Sorrow.

**Links to other websites**

On the website you will find some links to other websites. Sweet Sorrow cannot bear any responsibility regarding the use of your information by these organizations. Please read the privacy statement of the Website that you visit.

**Modifications**

We reserve the right to make changes to the privacy statement. Please regularly check the privacy statement for an update of our privacy policy.

**Questions**

Should you have any questions about our privacy policy, please contact Sweet Sorrow by email.