

Terms of Use

WEBSITE TERMS AND CONDITIONS OF USE

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You may not use the Website for any purpose that is unlawful or prohibited by these Terms. You may not use the Website in any manner that could damage, disable, overburden or impair the Website, or interfere with any other Website user's use and enjoyment of the website. You may not attempt to gain unauthorized access to the Website through hacking, password mining or any other means.

The Dannon Company, Inc. reserves the right, in its sole discretion, to terminate your access to the Website, or any portion thereof, at any time, for any reason or for no reason at all, without prior notice, or any notice.

USER PARTICIPATION AND SUBMISSIONS

From time to time, our Website may offer users the ability to post content or submit to us materials such as comments, remarks, suggestions, ideas, graphics, opinions, photos, videos, entries to promotions or other information or content created by users ("Submissions"). Any Submission you provide to us should reflect your own honest opinions, findings, beliefs or experience and you warrant that you have the rights to provide such Submissions. If you choose to share any ideas on the Website,

please note that we cannot guarantee that other Website users or third parties will not use or otherwise disseminate the ideas that you share and The Dannon Company, Inc. shall have no liability for third party use of a your Submissions. Therefore, if you have an idea that you would like to keep confidential and/or do not want others, including The Dannon Company, Inc., to use, do not post it to this Website.

You are solely responsible for (a) any Submission you post on or through the Website, (b) any material or information that you provide to other users (or others that view this Website), and (c) your interaction with other users (or others that view this Website).

Please remember that the content of any Submissions on this Website are those of the person making the Submission and do not necessarily represent the opinions of The Dannon Company, Inc., its employees, parent company, agents or affiliates. The Dannon Company, Inc. (a) does not represent or warrant the accuracy of any statement or product claim made in any Submission, (b) is not responsible for any Submission or content posted by users on this Website, and (c) does not endorse any opinions expressed by users on this Website.

By posting a Submission on this Website, you agree that you provide Dannon with a nonexclusive, worldwide, fully paid-up and royalty-free, perpetual, irrevocable, transferrable, assignable and unlimited license to use, sublicense, and create derivative works of all or any portion of your Submission in any way that we see fit and for any purpose whatsoever. The Dannon Company, Inc. hereby reserves the right to use the posted Submission and The Dannon Company, Inc. and its designees may exploit, edit, modify, and distribute the content and any and all elements of such Submission, in any and all media now known or not currently known, throughout the world in perpetuity without compensation, permission or notification to you or any third party.

We may obtain many Submissions on this website, or otherwise develop on our own or in conjunction with third party contractors we engage, ideas and materials that may be similar or identical in theme, idea, format or other respects to ideas and other Submissions you make to the Website. By providing a Submission, you understand that you waive any and all claims you may have had, may have, and/or may have in the future, that any ideas, composition, video and/or other works used by The Dannon Company, Inc. (or its designees) based on any similarity with any Submissions made by you on this website.

CODE OF CONDUCT

Although we do not control and are otherwise not responsible for any Submissions made by users on this Website, we are hopeful that our Website will be a place where people can come to learn about Dannon's products and promotions and not be offended or otherwise hurt by the content of any Submissions. Therefore, we remind our users that the following content in any Submissions is strictly prohibited:

Submissions that

- Are profane, obscene, offensive, sexually explicit or suggestive, unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group;
- Defame, misrepresent or contain disparaging remarks about other people or companies;
- Contain fraudulent, misleading or unlawful material or information;
- Contain trademarks, logos, or trade dress (such as distinctive packaging) owned by others (except those of Dannon), without permission;
- Contain copyrighted materials owned by others (including photographs and other works of art or images published on or in websites, television, movies or other media) (except that of Dannon), without permission;
- Contain materials embodying the names, likenesses, voices, or other indicia identifying any person, including, without limitation, celebrities and/or other public or private figures, living or dead, without permission;
- Contain advertisements, "spam" content, or references to other products, offers, or websites
- Communicate messages or images inconsistent with the positive images and/or good will to which we wish to associate; and/or Violate any laws.

We strongly advise you not to publicly share your personal information, including your email address, IM address, or phone number on this Website. You are strictly prohibited from collecting or soliciting personally identifiable information from other Website users. Do not collect, use or post on the Website the private information of anyone else without their express consent or for illegal purposes, including without limitation addresses, phone numbers, email addresses, social security numbers and credit card information.

We ask that all users are respectful of one another and remember the spirit of this Website. The Dannon Company, Inc. hereby reserves the right to remove any Submission that falls into one or more of the above categories or other inappropriate content as Dannon may determine in its sole discretion. The Dannon Company, Inc. reserves the right in its sole discretion to decide whether or not a Submission shall be posted. The Dannon Company, Inc. reserves the right at any time to terminate, temporarily or permanently, the acceptance of some or all Submissions made by you, with or without notice, in its sole discretion.

PRIVACY

Our Privacy Policy[[HYPERLINK](#)], which is incorporated into these Terms by this reference, further describes the collection and use of information on this Website.

SWEEPSTAKES AND CONTESTS

Any sweepstakes, contests, games and/or promotional offers accessible on this Website are governed by the official rules, specific rules and/or terms and conditions for the applicable sweepstake, contest, game or promotional offer. To the extent of any conflict between those rules and/or terms and conditions and these Terms, the rules and/or terms and conditions for the sweepstakes, game or promotional offer will govern, but only to the extent of any such conflict.

DISPUTES BETWEEN USERS

You understand and agree that you are solely responsible for your interactions with other users on this Website. The Dannon Company, Inc. is not responsible to monitor disputes between you and other Website users and is not liable for any loss or damage you may incur resulting from any interaction with other Website users. As a result of any such dispute or interaction in violation of these Terms, The Dannon Company, Inc. may choose, in its sole discretion, to terminate your access to the Website.

LINKS TO OTHER SITES AND CONTENT

The Website may contain links to other websites operated by other companies. The Dannon Company, Inc. does not endorse, monitor or have any control over such websites. The Dannon Company, Inc. is not responsible for the content or policies of such third party websites and you understand and agree that you access such websites at your own risk.

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The contents on this Website are provided "as is" without warranties of any kind, either express or implied, including without limitation, warranties of title, implied warranties of merchantability, fitness for a particular purpose or non-infringement of intellectual property. The Dannon Company, Inc. does not warrant or represent that this Website will be error free or that access to it will be uninterrupted. The Dannon Company, Inc. expressly disclaims any duty to update or revise the materials on the Website, although The Dannon Company, Inc. may modify the materials on the Website at any time without notice. Your use of the Website is at your sole risk, and you assume full responsibility for any costs associated with your use of the Website. The Dannon Company, Inc. shall not be liable for any damages of any kind, including but not limited to direct, special, indirect, or consequential damages such as lost profits or data, related to your use of the Website.

INDEMNIFICATION

You agree to indemnify and hold The Dannon Company, Inc., our parent and affiliates, and each of our respective officers, directors, employees, representatives and agents harmless from and against any and all claims, demands, losses, liabilities and/or damages (including attorneys' fees and court costs) arising out of: (i) your use of the Website; (ii) your breach or alleged breach of these Terms; (iii) your use of any third party Submission; (iv) any Submission posted by you; or (v) your alleged violation of the rights of any third party, including but not limited to claims of defamation, invasion of privacy, right of publicity, breach of confidence, infringement of copyright, trademark, patent, or any other intellectual property right.

SEVERABILITY

If any provision in the Terms is invalid or unenforceable under any applicable statute, regulation, ordinance, executive order or other rule or law, such provision shall be deemed reformed or deleted by only to the extent necessary to comply with such statute, regulation, ordinance order or rule, and the remaining provisions of these Terms shall remain in full force and effect.

GOVERNING LAW

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