

TROJAN RECORDS WEBSITE TERMS & CONDITIONS

Please read these terms and conditions carefully before using this site.

WHAT'S IN THESE TERMS?

These terms tell you the rules for using our website <https://trojanrecords.com> and/or any of our other related online or mobile products, content and services, such as websites, widgets and applications (collectively, our “Site”).

1. WHO WE ARE AND HOW TO CONTACT US.
2. BY USING OUR SITE YOU ACCEPT THESE TERMS.
3. WE MAY MAKE CHANGES TO THESE TERMS AND TO OUR SITE.
4. WE MAY SUSPEND OR WITHDRAW OUR SITE.
5. WE MAY TRANSFER THIS AGREEMENT TO SOMEONE ELSE.
6. USING THE LABEL MAKER ON OUR SITE.
7. HOW YOU MAY USE MATERIAL ON OUR SITE.
8. DO NOT RELY ON INFORMATION ON OUR SITE.
9. WE ARE NOT RESPONSIBLE FOR WEBSITES WE LINK TO.
10. HOW TO COMPLAIN ABOUT CONTENT UPLOADED BY OTHER USERS.
11. HOW WE MAY USE YOUR PERSONAL INFORMATION.
12. WE ARE NOT RESPONSIBLE FOR VIRUSES AND YOU MUST NOT INTRODUCE THEM.
13. RULES ABOUT LINKING TO OUR SITE.
14. LIMITATION OF LIABILITY.
15. WHICH COUNTRY'S LAWS APPLY TO ANY DISPUTES?
16. OUR TRADEMARKS ARE REGISTERED.

1. WHO WE ARE AND HOW TO CONTACT US?

- 1.1. <https://trojanrecords.com> is a site operated by BMG Rights Management (UK) Limited (“we”, “us”, “our”) on behalf of the BMG group of companies. We are a limited company registered in England and Wales under company number 06705101 and our registered office is located at 8th Floor, 5 Merchant Square, London, W2 1AS. To contact us please email help@trojanrecords.com.

2. BY USING OUR SITE YOU ACCEPT THESE TERMS

- 2.1. By using our Site, you will be deemed to have understood and accepted these terms and conditions (“Rules”) and agree to be bound by them. If you do not agree to these Rules you must not use our Site.
- 2.2. These Rules refer to our [Privacy Policy](#) and [Cookies Policy](#) which also apply to your use of our Site. If you have any questions about these Rules, please [contact us](#).

3. WE MAY MAKE CHANGES TO THESE TERMS AND TO OUR SITE

- 3.1. We amend the terms of use of our Site from time to time. Every time you wish to use our Site, please check these Rules to ensure you understand the terms that apply at that time. We may also update and change our Site from time to time.

4. WE MAY SUSPEND OR WITHDRAW OUR SITE

- 4.1. Our Site is made available free of charge.

- 4.2. We do not guarantee that our Site, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our Site for business and operational reasons.
- 4.3. You are also responsible for ensuring that all persons who access our Site through your internet connection are aware of these Rules and other applicable terms and conditions, and that they comply with them.

5. WE MAY TRANSFER THIS AGREEMENT TO SOMEONE ELSE

- 5.1. We may transfer our rights and obligations under these Rules to another organisation. We will ensure that the transfer will not affect your rights under the contract.

6. USING THE LABEL MAKER ON OUR SITE

- 6.1. Our Site allows you to select an iconic Trojan label or album packshot ("**Label(s)**") and to colour in the Label(s) in order to make a personalised version of the Label(s) ("**Design**"). Our Site also allows you to share the Design on Facebook and/or Twitter and/or to download the Design and share it to your social media pages.
- 6.2. When sharing the Design on your social media, you should (where possible) use the hashtag '#TrojanStory50'.
- 6.3. All copyright in the Designs shall be owned by us throughout the world, in perpetuity and we shall have all rights to use and display the Designs via any and/or all publicity, promotional or marketing materials (including without limitation online, on social media and within newsletters) in connection with our Site and/or us and/or any of our subsidiaries. For the avoidance of doubt, you will not own any rights in or to the Labels or the Designs, and you shall have no right to use or exploit the Labels or Designs or any other material which incorporates the Label or Designs (whether in whole or in part), in any manner, and via any means or media (other than by sharing the Designs on non-commercial social media) without our express prior written permission.
- 6.4. You warrant and represent that:-
 - 6.4.1. the Design(s) is/are your own work and that, except for the Label(s), your Design(s) do/does not infringe the copyright or other rights of any third party or any laws;
 - 6.4.2. any use of the Design(s) in accordance with these Rules does/do not infringe any copyrights, trademarks, design rights or any other intellectual property rights ("**IP Rights**"), or rights of privacy/confidentiality, publicity, contractual rights or other rights of any other person or entity;
 - 6.4.3. the Design(s) does/do not contain any material which is defamatory, obscene or offensive;
 - 6.4.4. you will not assert any moral and/or similar rights you may have in the Design(s);
 - 6.4.5. the Design(s) is/are not likely to mislead or deceive any person; and
 - 6.4.6. the Design(s) is/are not likely to disrupt our Site in any way.
- 6.5. You warrant that the Design(s) complies/comply with the standards set out above, and you will be liable to us and indemnify us for any breach of any of your warranties. This means you will be responsible for any loss or damage we suffer as a result of your breach of warranty.

7. HOW YOU MAY USE MATERIAL ON OUR SITE

- 7.1. You acknowledge and agree that all IP Rights on our Site, in the Labels, in the Designs and in the material published on the Site shall remain at all times vested in us or our licensors. All content (text, images, graphics, sound, video and animation files as well as their grouping etc.) on the Site is protected by copyright law and other similar laws. All rights are reserved. This legal protection also extends to any databases and similar facilities available on, or accessible through, the Site. The material on the Site is only free for viewing and use as

permitted on the Site. The content of the Site, including the Labels, may not be reproduced, distributed, changed or made available to third parties in any form (except as permitted under copyright) without our prior written permission (except in respect of sharing the Designs on non-commercial social media as described at section 6: Using The Label Maker On Our Site). Furthermore, several areas of the Site contain images the copyright in which is owned by third parties. Wherever not otherwise expressly specified, all trademarks on the Site are protected by trademark law.

- 7.2. You acknowledge and agree that the Site is made available for personal non-commercial use only. You may only access, view, copy, download and/or print pages from the Site for the purpose of personal non-commercial use. Any other use is strictly prohibited. You must not use any part of the content on our Site for commercial purposes without obtaining a licence to do so from us or our licensors.

8. DO NOT RELY ON INFORMATION ON OUR SITE

- 8.1. The content on our Site is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our Site.
- 8.2. This website may include information and materials submitted by other users of the Site. This information and these materials have not been verified or approved by us.
- 8.3. Although we make reasonable efforts to update the information on our Site, we cannot guarantee the completeness, accuracy, reliability, timeliness or usefulness of the information displayed on such Site. We provide this information without any representations or warranties of any kind, either express or implied. We disclaim each and every liability for damages arising directly or indirectly from the use of this website, provided such liability is not based on intent or gross negligence on the part of BMG Rights Management (UK) Limited.

9. WE ARE NOT RESPONSIBLE FOR WEBSITES WE LINK TO

- 9.1. Our websites contain links to other websites. These links serve informational purposes only. We have no control over the content on websites to which we provide links or their development in the future and do not embrace or endorse any content displayed on websites operated by third parties. The operators of the sites to which we provide links are solely responsible for their content.

10. HOW TO COMPLAIN ABOUT CONTENT UPLOADED BY OTHER USERS

- 10.1. If you wish to complain about content submitted to us and displayed on the website, please [contact us](#).

11. HOW WE MAY USE YOUR PERSONAL INFORMATION

- 11.1. We will only use your personal information as set out in our [Privacy Policy](#) and [Cookies Policy](#).

12. WE ARE NOT RESPONSIBLE FOR VIRUSES AND YOU MUST NOT INTRODUCE THEM

- 12.1. We do not guarantee that our Site will be secure or free from bugs or viruses.
- 12.2. You are responsible for configuring your information technology, computer programmes and platform to access our Site. You should use your own virus protection software.
- 12.3. You must not misuse our Site by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our Site, the

server on which our Site is stored or any server, computer or database connected to our Site. You must not attack our Site via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our Site will cease immediately.

13. RULES ABOUT LINKING TO OUR SITE

- 13.1. You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it. You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. You must not establish a link to our Site in any website that is not owned by you. Our Site must not be framed on any other Site, nor may you create a link to any part of our Site other than the home page. We reserve the right to withdraw linking permission without notice. If you wish to link to or make any use of content on our Site other than that set out above, please [contact us](#).

14. LIMITATION OF LIABILITY

- 14.1. Insofar as is permitted by law, we, our agents or distributors will not in any circumstances be responsible or liable to compensate you or accept any liability for any loss, damage, personal injury or death occurring as a result of using our Site except where it is caused by the negligence of us, our agents or distributors or that of our employees. Your statutory rights are not affected.

15. WHICH COUNTRY'S LAWS APPLY TO ANY DISPUTES?

- 15.1. Please note that these Rules, their subject matter and their formation, are governed by English law. You and we both agree that the courts of England and Wales will have exclusive jurisdiction.

16. OUR TRADEMARKS ARE REGISTERED

- 16.1. BMG and Trojan are UK registered trademarks of the BMG group of companies. You are not permitted to use them without our approval, unless they are part of material you are using as permitted under section 7: How You May Use Material On Our Site.

Last modified: 8th June 2021