

Terms of Use

Guest Survey Submission Page

I. Introduction

This Guest Survey Submission Page is a service operated for and on behalf of the location you have been, or are currently, staying at with or whom you have entered into an agreement about the provision of services (the **"Location"**, in the following also referred to as **"we"**, **"us"**, **"our"** etc.). You can find the Location's contact details and other information on the Location at the Location's main website, or via your usual contacts at the Location.

These terms of use of the Site (the **"Terms"**) set out our rights and obligations and the rights and obligations of any person (**"you"**) who submits a review via this Guest Survey Submission Page (the **"Site"**). By accessing the Site and submitting a review, you confirm that you are of legal age (18 years +) and agree to be bound by these Terms.

These Terms should be read in conjunction with the [Privacy Statement](#) which sets out how your personal data is processed in connection with the Site.

II. Rules for submission of Reviews

You acknowledge and agree that all information and material uploaded or transmitted by you through the Site (the **"Content"**) is your sole responsibility. This means that you are entirely responsible for all Content that you upload, post, or otherwise transmit via the Site. We do not control the Content and, as such, do not guarantee the accuracy, integrity or quality of such Content. Please ensure that your Content does not:

- contravene any applicable laws, regulations or codes of practice;
- contain material which is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libellous, invasive of another's privacy, hateful, objectionable, indecent or offensive or pornographic;
- infringe any other person's proprietary information or intellectual property rights (e.g. by including copyright material and/or trademarks without permission from the owner or rights holder);
- contain anything that you do not have the right to disclose or transmit under any law or under contractual or fiduciary relationships (such as inside information or proprietary and/or confidential information);
- contain any malware, spyware, viruses, worms, defects, Trojan horses, malicious or harmful code or use any items of a destructive nature
- contain material which is, or promotes, discrimination based on race, sex, religion, nationality, disability, sexual orientation, age or that may encourage hatred or violence against any person or group;
- contain material which identifies or may identify another person (e.g. their name, address, phone number, email address, without the written approval of that person);
- extract, collect, process, combine or store personal data about another person;

Whilst we prohibit the uploading of Content that infringes the above content rules, you agree that we shall be under no obligation to monitor, screen or censor any of your Content that is transmitted to us in any way whatsoever.

III. Purposes

The Site is operated on our behalf by TrustYou GmbH, a company registered in Germany (**"TrustYou"**) with registered office at Steinerstr. 15, 81369 Munich.

Your Content will be used for the following purposes:

- a. The Location will store, archive and evaluate your review with the purpose of improving its services and offers, for a period of maximum 5 years.
- b. TrustYou may anonymize your review and then store, archive and evaluate your anonymized review, with no restrictions as to time or territory. The evaluation comprises the right to copy, distribute, make publicly accessible and transmit the anonymized evaluation (in whole or in part) in the online media, social media platforms and other inter-communicative and/or user-driven online services, such as Facebook, Twitter, Instagram, etc., also in such form that third parties can then further distribute these contents via the platforms and services described above. TrustYou may transfer and/or sublicense such rights of use, in whole or in part, to third parties, especially to the respective reviewed hotels.

In the course of promoting, marketing, or demonstrating the Site, we and/or TrustYou may produce and distribute depictions, including screenshots, video, images or other parts of your Content. If you provide feedback or suggestions to us, then we and/or TrustYou may use such information without obligation to you. You grant us all necessary rights for these purposes.

IV. Intellectual Property Rights

By uploading or transmitting to us any of your Content through the Site you expressly grant to us and TrustYou (as defined above), and warrant that you are able and entitled to grant, a worldwide, royalty-free, fully sub-licensable, transferable, non-exclusive, perpetual, irrevocable, licence to use, reproduce, adapt, modify, publish, publicly perform, publicly display, translate, create derivative works from, communicate and distribute worldwide any of your Content (in whole or in part) for the following purposes:

- provide you with access to the Site in accordance with these Terms;
- perform all obligations and exercise all rights under these Terms;
- further develop and market the Site; and
- the other purposes described above in Section III.

For the avoidance of doubt, the licence under this paragraph will survive any termination of these Terms. Note that we and/or TrustYou may modify your Content in order to conform it to our requirements. You acknowledge and agree to waive all moral rights in or in respect of any part of the Content and confirm that where you are not the author of the Content that you have obtained a moral rights waiver in respect of the Content.

V. Indemnity

You agree to indemnify and hold us, our directors, officers, employees, subsidiaries and other partners or representatives as well as TrustYou, its directors, officers, employees, subsidiaries and other partners or representatives, harmless from any loss, liability, claim, demand or expenses (including reasonable legal fees), that may arise out of or in connection with any

- use of the Site by you or a person acting on your behalf
- Content associated with you; or
- breach of these Terms by you or by a person acting on your behalf.

VI. General

These Terms and your use of the Site are governed by the laws of Germany. You consent to the exclusive jurisdiction of the courts of Germany in all disputes arising out of or relating to the use of the Site each time you access the Site.

If any part of these Terms is determined to be invalid or unenforceable, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision, and the remainder of these Terms will continue in effect.

Any terms in these Terms that by their nature are intended to continue indefinitely will continue to apply after termination of any agreement between us and you.

January 2021