



## MEDIA CENTRE TERMS OF USE

**Last updated: December 2017**

### **About Jaeger-LeCoultre and these Media Centre Terms of Use**

Jaeger-LeCoultre, branch of Richemont International SA, has its registered offices at Rue de la Golisse 8, CH-1347 Le Sentier, Switzerland.

These Media Centre Terms of Use govern your use of Jaeger-LeCoultre's online Press/Media Centre platform (together the "**Media Centre**") that provides you with access to current information, press releases, visuals and audio-visual materials (the "**Content**"). In these Media Centre Terms of Use, we use the term Jaeger-LeCoultre (and "**we**", "**us**" and "**our**") to refer to the head office of Jaeger-LeCoultre at the registered address above and its affiliates.

**Use of the Media Centre and access to the contents therein is restricted to use by journalists, specialist blogs and websites. Please read these Media Centre Terms of Use carefully before using the Media Centre. By using the Media Centre, you signify your assent and agreement to these Media Centre Terms of Use. If you do not agree to these Media Centre Terms of Use, then you are not authorised to continue use of the Media Centre.**

### **Updates to these Media Centre Terms of Use**

We may make changes from time to time to these Media Centre Terms of Use so please check back regularly to keep informed of updates. The latest version of these Media Centre Terms of Use will always be available on the Media Centre. Any new version of these Media Centre Terms of Use shall take effect and will govern the use of the Media Centre and your relationship with us immediately upon the date of posting. By continuing to use the Media Centre, you agree to be bound by the terms of these updates and amendments.

### **Information we collect from you**

We may collect personal information from you when you correspond with us (for example, if you contact us with a query about the Media Centre) or contact the Jaeger-LeCoultre concierge by telephone. Please note that calls to the Jaeger-LeCoultre concierge may be recorded for security, training and development purposes.

Data related to your use of the Media Centre will be automatically provided to us through the use of cookies or other similar technologies each time you log on to the Media Centre. Further information on cookies or other similar technologies can be found in our [Private Policy](#).

We will use the information we collect from you to:

- deal with your enquiries and requests;
- send service related communications, including announcements and administrative messages;
- prevent prohibited or illegal activities and as part of our efforts to keep our Media Centre secure;
- understand how our Media Centre is used so that we can continuously improve our Media Centre and services and other offerings; and
- provide access to our members about accredited journalists notably for information purposes in relation to exhibitions and watch fairs.

## **Our Terms of Use and Privacy Policy**

You are also encouraged to read the website [Terms of Use](#) and [Private Policy](#). These terms govern your use of our platforms in general as well as our standard information collection practices.

## **Intellectual property rights and limited licence**

Jaeger-LeCoultre maintains the Media Centre as a working tool, notably to facilitate access to the Content for **newsworthy editorial purposes only**, for example in connection with the preparation of articles and press reviews for publication in newspapers, magazines, specialist blogs or websites (the “**Prescribed Purposes**”).

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In addition where videos contain music, you may be required to declare your use and reproduction of the video to the relevant collecting societies.

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You agree to the following conditions of use in respect of the Content:

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- not to use any of the Content in such a way that would violate the personality rights, rights of privacy or publicity of any person who appears in any such image;
- to be responsible for obtaining the necessary releases and permissions to use the name, likeness or other characteristics of any person as may be required;
- not use any images in any way that could be construed as derogatory, defamatory, pornographic or illegal;
- not sell, share, distribute or make images available for downloading through syndication platforms or communicate any images to a publically available image archive or archive content in a database and more generally use in any way whatsoever except for the Prescribed Purposes as set out herein; and

- make such declarations and pay such licenses as may be required to local collecting societies for you use.

## **Limitation of liability**

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You understand and agree that non-compliance with these Media Centre Terms of Use could cause irreparable damage to Jaeger-LeCoultre and/or its affiliates. Consequently, You shall indemnify Jaeger-LeCoultre and its affiliates against all damages (except punitive damages), liabilities, and expenses (including reasonable attorneys' fees and permitted and authorised costs), arising out of or as a result of claims by third parties relating to your use of any Content from the Media Centre or any breach of these Media Centre Terms of Use.

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You agree that Jaeger-LeCoultre may terminate or suspend your access to and use of the Media Centre if Jaeger-LeCoultre reasonably believes that you have violated or acted inconsistently with the letter or spirit of these Media Centre Terms of Use, or violated the rights of Jaeger-LeCoultre, its affiliated companies or



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## **General provisions**

Unless otherwise specified, the information and materials presented on the Media Centre are presented solely for the Prescribed Purposes. Jaeger-LeCoultre makes no representation that Content is appropriate or available for use in every country of the world. You are responsible for compliance with applicable local laws, keeping in mind that access to Content may not be legal by certain persons or in certain countries. Our products are available in many parts of the world. However, the Media Centre may identify products that are not available worldwide.

If any provision, or part of a provision, of these Media Centre Terms of Use is found to be illegal, invalid or unenforceable, that provision or part-provision shall be deemed not to form part of these Media Centre Terms of Use, and the legality, validity or enforceability of the remainder of the provisions of these Media Centre Terms of Use shall not be affected, unless otherwise required by operation of applicable law.

These Media Centre Terms of Use constitute the entire agreement between you and us in relation to the use of the Media Centre, and replace and extinguish all prior agreements, draft agreements, arrangements, undertakings, or collateral contracts of any nature between us, whether oral or written, in relation to such subject matter.

The waiver by Jaeger-LeCoultre of a breach of any provision of these Media Centre Terms of Use will not operate to be interpreted as a waiver of any other or subsequent breach.

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These Media Centre Terms of Use shall be governed by and construed in accordance with the laws of Jaeger-LeCoultre, without reference to conflict of laws provisions. Any dispute, controversy or claim arising out of or in relation to the Media Centre Terms of Use, including the validity, invalidity, breach or termination thereof, shall be adjudicated or arbitrated in accordance with said Media Centre Terms of Use.

## **Contact us**

If you have any questions or comments about these Media Centre Terms of Use, or matters generally, please contact us at the address provided below.



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