

Terms of use danone.de

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2. Warranty and liability

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Danone's liability in connection with the use of the Website, irrespective of the legal reason, is limited to damages caused by Danone or its vicarious agents or contractors intentionally, by gross negligence or by slight negligence in the event of a breach of material contractual obligations. In cases of slight negligence, Danone's liability shall be limited to the amount of damages typical and foreseeable in comparable transactions of this kind.

Claims for damages based on guarantees or under the Product Liability Act shall remain unaffected.

Danone regularly reviews comments, blog entries, chats, etc. on the Websites without being obliged to do so; it therefore assumes no responsibility or liability for the content of the communication forums. The user of the Website is prohibited from using the given communication facilities for illegal or punishable conduct or from displaying or disseminating illegal and/or offensive material thereon. In particular, the user undertakes not to post any pornographic, obscene, defamatory, libellous, insulting, threatening, inciting, racist or otherwise detrimental content to Danone and its brands. Danone reserves the right to delete unacceptable content without further notice and to exclude users who violate these Terms of Use from using the services offered within the framework of the Website.

The download of programs, videos and images is at your own risk. Danone is not liable for any damages resulting from the installation and/or use of software from the Website, to the extent permitted by law. Despite current virus checks, liability for damages and impairments caused by computer viruses is excluded to the extent permitted by law.

If, in the context of using the services offered on the Website, you publish your cell phone number and/or your e-mail address in a generally accessible manner, please note that Danone is not responsible for the consequences resulting therefrom, in particular the receipt of unsolicited calls and/or e-mails, etc.

3. Disclaimer for third party pages

When linking to websites of other providers, Danone is not responsible for the content. If Danone discovers or is informed that an offer contains illegal content, the link will be removed, insofar as this is technically possible and reasonable.

4. Trademark rights

The owner of all the trademarks used on the Websites is Danone or its affiliates. Third parties are prohibited from using and exploiting all trademarks, logos and distinctive signs.

5. Idea submission

As a matter of principle, we reject unsolicited manuscripts on marketing concepts, advertising, products, packaging concepts. Should you nevertheless send Danone ideas or proposals, you declare your irrevocable consent to their use or exploitation free of charge and without any time, space or material restrictions, as well as the right to edit or modify them.

6. Raffle Clubs

Organized associations of a large number of participants, so-called sweepstake clubs, who simultaneously submit entries for their participation in sweepstakes distort the chances of other participants and prevent a fair chance for all others. For this reason, sweepstake clubs are excluded from participation in sweepstakes, and the same applies to participation via automated services.

7. Subsidiary regulations

8.

If any provision of the Terms of Use is or becomes invalid or unenforceable, this shall not affect the validity of the remaining provisions.

Instead of the invalid provision, the statutory provision shall apply.