

Welcome to our **Philips** **Social Media** pages

Effective date of the Philips Social Media House Rules **November 2014**

Philips provides the Philips Social Media pages for you to interact with Philips and other users, and to provide you with information about Philips, its products and promotions.

Please feel free to interact with Philips and to discuss our products, campaigns and our company via these, our Philips Social Media pages. Philips makes every effort to provide you with content that is accurate, up-to-date and complete.

Use the top navigation to read our House Rules further, and please keep them in mind when interacting with Philips Social Media pages.

If you have any questions, comments, complaints, or want to report an issue, we invite you to contact us via a private message or at philipscare@philips.com.



Be appropriate

Be appropriate in your communication

We ask you to be appropriate in your comments when posting content. Opinions often differ, so if you disagree with someone please express yourself respectfully.

We reserve the right (but shall have no obligation) to pre-screen, review, flag, filter, modify, refuse or remove any or all content from the Philips Social Media pages either manually or automatically.

So, please do not interact in any manner that is: abusing, threatening, defamatory, obscene, fraudulent, offensive, pornographic, harassing, stalking, an invasion of others' privacy, an infringement of other people's intellectual property rights, misleading, unlawful or otherwise contrary to public ethics.



Responsible

Interact responsibly when communicating on our Social Media pages

We ask you not to upload or otherwise provide content that you do not own or that may infringe upon the rights of others. This may include an infringement upon intellectual property rights or data protection rights, or other content that violates any applicable laws and regulations (including any laws regarding the export of data or software to and from the United States or other relevant countries).

We want you to comply with any of the following interactions, which are non-exhaustively listed:

- Please do not send spam on the Philips Social Media pages;
- Do not use any script, software or other devices that will interfere with the normal functioning of the Philips Social Media pages;
- Do not upload or attach files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer;
- Do not engage in any behavior that limits or prevents any other user from enjoying or using the Philips Social Media pages;
- Do not in any way damage, disable or attempt to gain unauthorized access to the Philips Social Media pages through hacking, spoofing or other such means;

- Do not by any means reproduce, publish, duplicate, copy, share, expose or link to any data which is damaging to the Philips brand;
- Do not make use of any intellectual property right (e.g. logo, brand name, our content) in the Philips Social Media pages other than is necessary in the course of your use of our pages. Any other use is prohibited without the express written consent of Philips;
- Do not upload any confidential information;
- Do not discuss off-label uses of Philips Healthcare's or other products;
- Do not solicit commercial business or sales (including, but not limited to sale and resale of Philips Healthcare products) or solicit donations.



Safe

Interact safely when communicating on our Social Media pages

Please be mindful when using our Philips Social Media pages and do not share your personal details, such as phone numbers and your home address. Anyone can read discussions on our Philips Social Media pages and details may stay on the internet for a long time. Therefore, don't put yourself at risk of intrusive or unwanted contact from people who you may not want to contact you. In some cases, we may also remove your personal data in order to protect your privacy.

Please be mindful when interacting on our Philips Social Media pages if you are a minor. Be aware that you are not allowed to interact on our pages without your parent's consent when you are younger than 13.



Privacy

Philips uses your data in compliance with our Privacy Rules

You agree that any content you post (user generated content) and all data stored in your profile that is accessible to us on the Philips Social Media pages may be processed and may be used by Philips for purposes defined by our legitimate business purposes as listed in our [Binding Corporate Rules for CSB data](#) and our [Privacy Policy](#).

Please note that Philips may search our Philips Social Media pages, either ourselves or with the use of third parties for relevant and publicly available content. We may use that content to improve our products or services and it may also be used to address consumer issues or questions.

Philips may report possible offences to the relevant law enforcement authorities and will co-operate with those authorities, amongst others, by disclosing your identity to them. Philips reserves the right to disclose your identity to a third party claiming that the content uploaded by you to the Philips Social Media pages violates their intellectual property rights or data protection rights.



Permission

Grant Philips permission to own and commercially exploit your content

Unless indicated otherwise, all intellectual property rights to the Philips Social Media pages and content are owned by Philips.

If you post or upload content (including, but not limited to, comments, reviews, likes, pictures, videos, shares, blogs, links and live sessions) on the Philips Social Media pages, or send it to Philips by email or otherwise, you allow Philips to repost, use, copy and/or commercially use content free of charge in all cases. Philips shall not be bound by any confidentiality obligation in respect of such content.



Infringement

Follow the notice to takedown procedure when coming across content that is infringing any rights

In order to cooperate with and protect intellectual property right owners, Philips implements the following notice take-down system:

- In case you find content on the Philips Social Media pages which you think might infringe yours or others' intellectual property rights, please notify us philipscare@philips.com;
- In the email, please indicate the allegedly infringing content and explain why you believe that the content is not authorized by the copyright holder;
- Philips will investigate the matter and will contact you within 5 days to inform you about its findings;
- If Philips finds that the content infringes this copyright policy, the content shall be deleted from the Philips Social Media pages within 6 days, counted from the day Philips firstly received the notice.



Disclaimer

Be aware that the content on the Philips Social Media pages do not represent Philips' opinions

Please understand that comments and materials posted to the Philips Social Media pages do not represent the opinions or views of Philips.

Some of the content that is displayed on our community page is created and posted by Social Media users. While we may review this content for compliance with the above guidelines, we can't endorse, approve, ensure the accuracy of, or even agree with all user content, and therefore that content should not be relied upon as if it originated from Philips.



Liability

Philips will not be held liable for any consequence coming out of the Philips Social Media pages

Philips will not be liable for any loss of income, loss of profits, loss of contracts, loss of data or for any indirect or consequential loss or damage of any kind whatsoever arising out of or relating to the use (or inability to use) the Philips Social Media pages, and/or any Content transferred via the Philips Social Media pages, whether or not such loss or damages are based on tort (including negligence), breach of contract, warranty or otherwise.

You agree that any content you provide during the use of our Philips Social Media pages will be accurate, correct and up-to-date, and that you are solely responsible for that content.

When you upload or otherwise provide content to the Philips Social Media pages, you are warranting that you are entitled and authorized to do so.

You comply with these Philips House Rules and you indemnify Philips against all actions as a result of any breach of your obligations (including any loss or damage which Philips or any third party may suffer).

The Philips Social Media pages are offered to you on an “as is” basis. Philips provides no warranty on availability, accessibility, performance and functionality of the Philips Social Media pages whatsoever.



Promotional rules

Promotional rules may apply when Philips organizes contests, promotions and sweepstakes

Philips regularly organizes contests, promotions and sweepstakes (hereafter “Promotion”) on the Philips Social Media pages.

Each Promotion may have additional and specific rules regarding the start and closing dates of the Promotion and/or registration, overview of prizes (including the value), number and dates of draws and/or selection of winners, selection process, and information on communication with winners. Please always make sure that you have read and understood these Promotion rules when taking part in contests, promotions and/or sweepstakes.



Changes

Philips can apply changes to the Social Media House Rules and/or Social Media pages at any time

The Philips Social Media pages are always evolving and the form and nature of the Social Media pages that Philips provides may change from time to time without prior notice to you. For this reason, we reserve the right to change or add to these Philips Social Media House Rules from time to time and will post any material revisions on our Philips Social Media pages.

We will post a prominent notice on our Philips Social Media pages to notify you of any significant changes to these Philips Social Media House Rules, and will indicate at the top of the House Rules when it was most recently updated. We encourage you to check back often to review the latest version.

The new Philips Social Media House Rules will be effective upon posting. If you do not agree to the revised House Rules, you should alter your preferences, or consider stopping using the Philips Social Media pages. By continuing to access or make use of our services after those changes become effective, you agree to be bound by the revised Philips Social Media House Rules.

Please be aware that we may be closing down or change any of our Philips Social Media pages without prior notice and on all grounds.



Legal rights

Please be aware of our legal rights that may apply

These Philips House Rules constitute the entire legal agreement between you and Philips. You agree that Philips may send you emails or updates or posts on the Philips Social Media pages.

You acknowledge and agree that each member of the group of companies of which Philips is part of shall be the third party beneficiaries to these Philips House Rules and that such other companies shall be entitled to directly enforce, and rely upon, any provision of the Philips House Rules which confers a benefit on (or rights in favor of them). Other than this, no other person or company shall be a third party beneficiary of the Philips House Rules.

These Philips House Rules and your relationship with Philips hereunder shall be governed by the laws of The Netherlands. You and Philips agree to submit to the exclusive jurisdiction of the courts of Amsterdam, The Netherlands to resolve any legal matter arising from your use of the Philips Social Media pages. In addition, Philips retains the right at its sole discretion to submit any claims in other jurisdictions.



