
GENERAL CONDITIONS

A. LEGAL DISCLAIMER

The information society service provider and data controller for the data provided on this website is the entity BBDO España, S.A. (hereinafter, 'COMPANY' or 'THE AGENCY'), with corporate tax no. A-28673036 and a business address at Calle Tuset 5-11, 6ª planta – 08006 Barcelona, registered on the Barcelona Trade Register under entry: Vol. 7296, Book 6566, Folio 40, Sheet B-71.883 and with email address: gdpr@bbdo.es and telephone no.: 933 069 000.

This website and all of its content is published for the exclusive use of the agency team, the advertising companies and professionals that have been, are or may in the future be clients of the agency and website users for non-advertising purposes and solely to provide information about our brand and other work that we consider may be of interest.

This website and all of its content is not for viewing by the general public and is not intended to entertain or to convey any message to them.

The agency expressly prohibits downloading or any other use of sound or visual material, copy, programming or data, design, etc. without prior consent from the agency.

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B. GENERAL TERMS AND CONDITIONS OF USE FOR THE WEBSITE

Anyone who accesses the website is automatically considered a user. The user is aware that they access and use the services and content provided via and on this website under their own sole responsibility.

The expression 'website' includes, but is not limited to, the copy, graphics, images, animation, musical creations, videos, sounds, drawings, photographs, software, databases, code and, in general, all other work and creations included on the same and expressed by any means or in any format, whether tangible or intangible, currently known or that may be invented in the future, regardless of whether or not they are considered intellectual property pursuant to the Revised Text of the Spanish Intellectual Property Law or any regulation that may replace this in the future.

The cost of connecting via a telephone line or any other type of cost in relation to connecting to the website will be at the sole expense of the user. The only technical requirements for the user to be able to make use of the website are: a web browser and an Internet connection.

The user must establish the appropriate technical security measures to avoid any undesired actions relating to the software, files and computers used to access the Internet, with the understanding that the Internet is not wholly secure.

USER RIGHTS AND OBLIGATIONS

The user may (i) access the website content and services free of charge and without any need for prior authorisation, (ii) use the content and services provided for solely private use, and (iii) use the site properly and legally, pursuant to prevailing legislation, ethics, good practices and public order.

Under no circumstance may the user use the content and services provided via the website in any way that is contrary to these general terms and conditions of use or detrimental to the rights of other users. These services may not be used wholly or partially to promote, sell, arrange, advertise or provide own or third-party information without prior authorisation from COMPANY. No actions may be performed that prevent or hinder users from accessing the site. No kind of information, item or content that constitutes illegal or unfair advertising may be disseminated, transmitted or made available to third parties. No unsolicited or unauthorised advertising, advertising material, junk mail, chain letters, pyramid structures or any other type of solicitation may be sent or transmitted, except in areas (such as advertising spaces) exclusively designed for this purpose. No kind of information, item or content that constitutes a breach of the confidentiality surrounding communications and personal data protection may be disseminated, transmitted or made available to third parties. No content or propaganda of a racist, xenophobic or pornographic nature or in defence of terrorism or attacking or undermining human rights may be uploaded or disseminated. The user must not publish, include or reveal any kind of personal data belonging to third parties. No data programme (malware or viruses) that may cause damage to the software systems of the access provider, its providers or third-party Internet users may be uploaded or disseminated via the network. No kind of information, item or content that attacks or undermines the basic rights and public freedoms recognised in the Constitution and in international treaties may be uploaded or disseminated. No false, ambiguous or inaccurate information or content that misleads the recipients of said information may be uploaded or disseminated. No user may pretend to be another by using their log-in credentials to access the different website services and/or content that require a log-in. No kind of information, item or content that constitutes a breach of the industrial and intellectual property rights, patents, brands or copyright belonging to the owners of the website or to third parties may be disseminated, transmitted or made available to third parties.

The website user will be personally liable for any damage or injury of any nature caused to COMPANY directly or indirectly by any breach of the obligations derived from these general terms and conditions or other rules and regulations governing use of the website.

COMPANY RIGHTS

COMPANY reserves the right to amend the website content and/or services, or the terms and conditions for accessing the website, whether technical or not, unilaterally and without prior warning for users.

COMPANY may bring any legal action it deems appropriate in order to protect its own rights, or third-party rights, where applicable, and it may request compensation derived from inappropriate or illegal use of all or part of the services and content provided via the website.

Exemption and Limitation of Liability for COMPANY

COMPANY will be held exempt from any type of liability due to any kind of damage caused by it being difficult or impossible to connect to the communications network via which this website is accessed and for any interruption to or suspension or cancellation of website access or for the quality and speed of website access.

Industrial and Intellectual Property

The user knows that the content and services provided via the website, including, but not limited to, copy, graphics, images, animation, musical creations, videos, sounds, drawings, photographs, all of the comments, examples, software, databases and its code are protected by intellectual property laws. The copyright for this website and the right to use it for financial purposes belong exclusively to COMPANY. Regarding the content included on the website, the copyright and right to use it for financial purposes belong to COMPANY or, where applicable, to third parties or entities, and are protected in both cases by prevailing intellectual property laws.

The brands, trade names or distinguishing signs that appear on the website belong to COMPANY or, where applicable, to third-party entities and are protected by prevailing industrial property laws.

By providing services or publishing content on the website, COMPANY is not, under any circumstance, ceding, waiving or transferring whole or partial ownership of the corresponding industrial and intellectual property rights.

No part of this website may be wholly or partly reproduced, distributed, transmitted, copied, publicly communicated, or transformed via any manual, electronic or mechanical system or method (including photocopying, recording or any information storage and recovery system) in any format currently known or invented in the future, without written authorisation from COMPANY.

Under no circumstance may the user make any use of the services and content available on this website other than solely personal use.

Links

The people or entities that link to or intend to link to any of the website pages from another Internet webpage or website must link to the full URL and not create deep links or links to images or frames. The webpage containing the link to the website will not contain any brand, trade name, sign, denomination, logo, slogan or other distinguishing sign belonging to COMPANY, except where expressly authorised by COMPANY. Links to the website will not include any false, wrong, inaccurate or incorrect statement regarding the website pages or regarding the services or content of the same. Links to the website will not imply the existence of any relationship between COMPANY and the owner of the webpage or website providing the link. COMPANY will not be held responsible for the content or services offered to the public on the webpage containing the link to our website or for the information or statements included on it.

Duration and Termination

The website service will be provided for an indefinite time. COMPANY, however, is authorised to terminate or suspend the website service and/or any of its services at any time. Where reasonably possible, COMPANY will give prior warning that the website service is going to be terminated or suspended.

Applicable Legislation and Jurisdiction

These general terms and conditions will be governed by Spanish legislation. The parties expressly waive the right to their own or any other jurisdiction and submit, by their own choice, to the courts and tribunals that pertain to the user's address for the resolution of any conflict.