

TERMS AND CONDITIONS

These are the legal terms that apply when you use the online services that we operate in Middle East and North Africa. **Please read these terms carefully before using our online services as you will be bound by these terms.** If you do not agree to any of these terms we do not grant you permission to use our online services. If you have any questions you can contact us as set out below.

You should read our Privacy Policy which applies to all of your dealings with us and explains what use we will make of any personal information you may give us.

We may give certain words that are used in these Website Terms of Use a particular meaning which will be set out where these words are featured in bold within inverted commas like this: "words".

1. OUR DETAILS

"**We**", "**us**" and "**our**" means MTV Networks MENA FZ-LLC, with registered address at the 3rd floor, DMC, Dubai Media City. If you have any questions or concerns you may contact us by Mail on provided above address

2. CHANGES TO THESE TERMS

For whatever reason, we may need to make changes to these terms in future. For example to reflect changes in the law, changes in the type of services or information we provide to you through this website or to correct errors in these terms. We will try to keep all such changes to a minimum. We recommend that you check these terms from time to time to see if they have changed. We will always state at the bottom of these terms the date on which they were last updated.

If you continue to use our online services after our terms change you will be bound by those changes as and when we make them.

3. USER PROFILES

By registering on the website, by following the registration process (see the **Registration, Password and Security** section below in relation to the details you submit on registration), you will enjoy access to certain additional features of our online services which shall be governed by these Website Terms of Use and our Privacy Policy. Please check our Privacy Policy for details on how your personal information will be dealt with by us.

You may deactivate your account by email provided on the contact page to contact us and request deactivation or, where this function is available on the website, by going to the "Account" section and following the links.

4. REGISTRATION, PASSWORD AND SECURITY

When you register you must provide us with true, current and complete information about yourself as set out in the registration form. If you provide any important information that is untrue, not current or incomplete (or we have reasonable grounds to suspect that this is the case) we have the right to either suspend or terminate your access to those parts of our online services that require registration.

On registration you will need to choose a password, a user name for your login and then a nickname, which will be the name the public can see on the website.

You are entirely responsible for keeping your password and other account details secret. You will be responsible for all activity that occurs under your account by another person if you fail to take reasonable measures to keep your account details secret. You agree to notify us immediately if you know of any unauthorised use of your account or any other breach of security and to exit from your account at the end of each session.

These security measures are important and we cannot take any responsibility for inconvenience, loss or damage you suffer as a result of failing to comply with them.

5. YOUR MINIMUM AGE/PARENTAL CONSENT

Until you are 21 years old, by using our online services you certify that your parents or legal guardian has consented to your use and agreed to these Website Terms of Use on your behalf, and you acknowledge and agree that your use of our online services is at their discretion. We may require your parents or legal guardian to provide a written acknowledgement of these Website Terms of Use on your behalf before we provide you with part of all of our online services.

Until you are 21 years old, your parents or legal guardian may ask us to modify, deny access to, or terminate your account and we may do so at their request or any time, for any reason, without notice or liability. You therefore agree to provide your parents or legal guardian with your valid login details including password, nickname and e-mail address at all times, for verification purposes. (Please also see the **Safety and Parental Responsibility** section below).

6. YOUR USE OF OUR SERVICES

You must use our online services in a considerate and responsible manner. You are not allowed to use our online services:

- for any purpose that is against the law;
- in connection with a business;
- in any way that causes our online services to be interrupted, damaged, impaired or rendered less efficient;
- in any way that could damage or disrupt another user's computer;
- for the transmission, uploading or posting of any computer viruses or other harmful files or programs;
- to transmit, upload or post any material which is defamatory, offensive, racist, vulgar, libellous, pornographic, obscene or menacing or which could cause annoyance, inconvenience or needless anxiety to anyone else;

- as a means to threaten, stalk, harass, abuse or insult anyone else;
- to collect personal data about other users (for example to use for "spam");
- in a way that violates or infringes the rights of anyone else, for example other people's copyright or right to privacy;
- to create a false identity that misleads others about the identity of the sender or the origin of a message, for example you must not impersonate an MTV employee or another user or company;
- to transmit or otherwise make available any unsolicited or unauthorised advertising or promotional materials, for example junk mail, spam, chain letters, pyramid schemes or other similar materials;
- to make available in any way (for example by linking) any material which would amount to a breach of these terms if you had posted it directly, or which contains any virus or other harmful code, or which may otherwise harm our online services or our computer systems or any third party computer system;
or
- in any other way that could reasonably be expected to affect us adversely or reflect negatively on our goodwill, name or reputation.

We provide our online services (and the information and materials on those services) solely for your personal and private use. The information and materials must not be used for any other purpose without our express written permission. For example, you are not allowed to copy, transfer, transmit or reverse engineer anything available on our online services or deep-link to and/or frame or use framing techniques to enclose any part of our online services without our prior written consent. Unless we specifically tell you otherwise this restriction also applies to you modifying any information or materials available on our online services, for example by making a "mash-up" or other derivative work.

The material and information provided by us and other third parties on our online services is protected by intellectual property rights including copyright, designs and trade marks. Nothing in these terms gives you any rights of ownership in that material or information and you may only use that material and information in accordance with these terms.

7. MATERIAL POSTED OR UPLOADED BY YOU

As part of our online services we may provide various message boards, chat rooms, weblogs, upload facilities, profile pages and other message and communication facilities that provide you with the ability to submit, display and exchange information, messages and other content with us and with other users.

Many of our online services are public and material you submit may be read or viewed by other people without your knowledge or specific permission. You should only provide material or messages that you are willing for other people to see. This does not refer to emails or messaging services which we tell you will be private. You should be careful not to disclose personal information (for example your full name, address or financial details) in any material or messages when you use our online services.

Uploading and licence

By uploading any material (including photos, artwork, messages, videos and images) to our online services you agree to grant us a non-exclusive licence to use your material in the ways set out below. Given the volume of material uploaded to our online services we can't deal with each user individually so we need you to grant us this licence so we can operate our business effectively.

Your material still belongs to you. We do not claim any ownership rights in your material. This means that you continue to retain all ownership rights and you may still use your material in any way you choose, including licensing that material to other websites.

How we may use your material

In exchange for allowing you to upload your material and make it available to the public via our online services, you grant us (for the full term of any rights that may exist in your material) the non-exclusive, worldwide, sub-licensable right to use your material as follows (**without payment to you or any third party**):

- We can play, publish, make available to the public, perform, display, reproduce, distribute and otherwise use your material on television channels and/or other platforms owned and operated by us or our related companies worldwide and on any other media whether now known or invented in the future (including, without limitation, websites and mobile phone services) ("**MTV services**").

Why? We need these rights so that we can show your material to the general public on MTV Services, for example to broadcast them on MTV television channels and to stream from our websites.

- We have the right to host, store, copy, modify, adapt, edit, translate, create derivative works from, incorporate into other works, and/or otherwise treat in any way your materials at our discretion.

Why? We need these rights so we can use your material efficiently in our services. For example so that we can put your material into a technical format compatible with our services, or to edit or incorporate your material into other programming, or cut the duration of your material in order to meet television scheduling requirements.

- We may (but we are not obliged to) identify you as the creator or author, for example by displaying your name or any photograph of you that you may have submitted when your material appears on MTV services.

- We also have the right to sub-licence our rights in your material to third parties in the normal course of our business.

Why? We need this right so we can allow our distribution partners (for example internet service providers or mobile network operators) to host your material and also so that we can distribute your material to other companies, such as television broadcasters and website owners for them to use on their services. There is no restriction on us obtaining advertising or sponsorship revenue in connection with your material (for example selling advertising space next to your materials or using your materials in commercial advertisements).

You waive any "moral" rights in your material for the purposes of us using it in accordance with these terms. Your moral rights include the right to be identified as the author and the right to object to derogatory treatment of your material. We need this waiver because we may not always be able to identify you (or other users who have uploaded content) as the author, and we need to be able to edit or treat your material as we see appropriate in our editorial judgment.

We have the right not to exhibit your material on any MTV Service or any other media, and the right to remove your material, or links or any other means of access to your material, from our online or other services at our discretion at any time for any reason.

Terminating this licence

If you want us to stop using your material please submit the details of your material along with your instruction to remove this material using our contact page. We will then stop using your material in new programming on our MTV services as far as reasonably practicable. However we are not obliged to stop your material where it is already being used or where we have already incorporated it into compilation packages or other programming or where we have sublicensed your materials to a third party.

Your promises

It is very important that the materials you post or upload to our online services are your OWN work. Materials that you did not create yourself, or that include video content owned by a third party, images of people or information about people without their permission can result in serious liability to us and to you.

Accordingly, **you promise that:**

- You are the only creator, author and owner of the materials you post or upload, or if you are not the exclusive owner you have received written consent from the owner to upload or post the materials and to grant us the rights to use the materials as set out above.
- Our use of your materials will not infringe any intellectual property or other rights of any third party (for example trade marks, copyright, privacy rights). This means that, if your materials contain any underlying copyrights such as music, lyrics, film footage, artwork or other copyright material owned by any other person, you confirm that you have obtained all necessary consents in writing (including from other people appearing in your materials) necessary for us to use your material as set out above.
- The materials will not contain anything that is defamatory, offensive or illegal.
- Your materials are free from any right or claim by anyone under any recording contract, publishing contract, or any union, guild or collecting society such as the Performing Right Society and you agree that you will inform us immediately if this status changes.

Exclusion of Liability

You agree to indemnify us and hold us harmless from and against any and all losses, demands, damages (including consequential damages) costs, expenses and liabilities suffered or incurred, directly or indirectly by us as a result of the use of your materials posted or uploaded by you, including, but not limited to any claim by any third party who asserts ownership of any right in your materials.

Moderation of materials

We do not necessarily (and are not obliged to) pre-moderate the material that you submit to our online services, but we reserve the right to monitor any material submitted and any communications on our online services and you now consent to any such monitoring. We reserve the right to remove, at any time and without reason or prior notice or any liability to you, any material that you have submitted or any communication you may make.

8. LEVEL OF SERVICE

We may establish general practices and limits concerning use of our online services, including without limitation, the maximum number of days that message board postings or other uploaded content will be retained by our websites and the maximum number of times (and the maximum length of time) you may access our online services in a given period. We have the right to change these general practices and limits from time to time without having to tell you in advance.

We endeavour to provide a satisfactory level of performance for all of our online services. However it is not technically possible or practical for us to provide our online services free of all faults at all times. The information and material provided on our online services may include some inaccuracies or typographical errors, which we will endeavour to correct as they come to our notice. Our online services may sometimes be unavailable for technical reasons, for maintenance or for us to make editorial changes. We may also decide at any time to discontinue providing certain of our freely available online services.

We do not control the content posted by other users of our online services and for that reason we cannot guarantee the accuracy, integrity or quality of any such content. Postings by other users do not represent our views or those of our employees or representatives. If you use our online services you must accept that you may be exposed to content that you consider to be offensive or objectionable. If you wish to complain about particular content you can contact us by email provided on our **contact page**.

We use reasonable efforts to check information and content on our online services for viruses, however we do not promise that our online services will be free of viruses or bugs and recommend that you also use care in this regard by using anti-virus software when accessing our online services.

9. LIABILITY

We will not be liable to you (whether as a result of contract law, tort, statutory duty or otherwise) for any loss or damage arising from or in any way connected with your use of, or inability to use, our online services in respect of any losses:

- that are related to a business or commercial undertaking;
- that were unforeseeable;
- that are related to loss of opportunity, loss of goodwill or injury to reputation;
- that are suffered by third parties who are not users of our online services;
- that are caused by loss of data, or computer virus;
- in respect of infringement of rights arising as a result of a third party linking to our online services and causing our content to be viewed within the pages of any other website; or
- that are due to your fault, for example if you have provided incorrect information to us, where you erase an element of the online service provided to you or you fail to comply with the instructions for use of our online services as explained by us.

If you have a claim against another user of our online services you will pursue that claim independently and without recourse to us.

We do not in any way seek to limit or exclude our liability to you for death or personal injury or any loss arising as a result of fraud.

10. COMPENSATION

You will be required to compensate us in full for all of our losses caused by your misuse of our online services, including losses we suffer by virtue of someone else bringing a claim against us in respect of such misuse. A misuse of our online services arises if you do not comply with the rules set out in these terms. An example would be if you uploaded materials that infringe someone else's rights such as copyright videos or music.

11. THIRD PARTY WEBSITES

Our online services may contain links to other websites which are not controlled by us. Any such links are provided solely for your convenience and this does not amount to an endorsement by us of that website or its content. If you use those links you will leave our online services and if you decide to visit any linked site, you do so at your own risk. These legal terms only apply to your use of our online services and we cannot be responsible for any content, or products and services available on any other websites as we do not control them.

12. SAFETY AND PARENTAL RESPONSIBILITY

When using our online services you should always take the following precautions:

- keep your identity private. Do not give out your full name, postal address, telephone number, email address, the name of your school, financial information or any other information (other than that specifically requested by us), that could help someone discover your actual identity;
- never physically meet with someone you have met online; and
- do not reply to any messages that are hostile, rude or inappropriate, or in any way make you feel uncomfortable.

We are concerned about the safety and well being of all our users, but children in particular. Parents or legal guardians who allow their children to use our online services should take care to supervise and assist their children. We remind you that our online services are designed to appeal to a wide audience.

We remind parents and legal guardians that it is their responsibility to supervise children and to determine whether particular areas of our websites are unsuitable for your child. If you have any concerns about our online services, please do not hesitate to contact us at the address set out above.

13. SUSPENSION AND TERMINATION

We have the right to suspend or terminate your access to our online services or any aspect of them if you do not comply with these terms or if we have reasonable grounds to believe that you are likely to breach them. We will use reasonable efforts to give you reasonable prior notice of our intention to suspend or terminate your access unless your non-compliance is or could be against the law, is adversely affecting other users of our online services or could damage our reputation.

14. COMPETITIONS

If you enter a competition we will alert you to the specific rules that apply to that particular competition. [Click here](#) to see our General Competition Rules

15. PRIVACY

We will comply with all applicable UK data protection legislation from time to time in place in respect of any personal information you submit to us.

You may be asked to input information about yourself on different areas of our online services. We will only use that information for the purposes set out in our Privacy Policy or as stated at the time the information is requested.

You can amend or remove information you give us via our online services at any time. If you want to amend any information you have given us when registering for our online services, contact us by email provided on the contact page and let us know what information you wish to amend, or go to the "Account" section, where this function is available on the website, where you may amend your basic information, personal preferences (which will affect what content we include in any newsletters and marketing information we may send to you).

If we offer any newsletters or other email distribution, and you have subscribed to receive those newsletter or other email distribution, then you may unsubscribe by contacting us by email provided on the **contact page** and letting us know which newsletter or email distribution you wish to unsubscribe from, or you may click on the relevant link, if one is available, on the newsletter/other email (which, if this link is available, can normally be found at the bottom of the communication).

If you want to remove all of your information from our databases or deactivate your account, you can do so by submitting your name, user-name, email address and telephone number and asking for your information to be removed or your account to be deactivated by email provided on the contact page or by going to the "Account" section, where this section is available on the Website, and clicking on the relevant link. You should also read our Privacy Policy which contains further information about how we collect, store and use information about you in the course of providing our online services.

16. COMPLAINTS AND TAKE DOWN

If you want to make a complaint about any of our online services or if you think your or someone else's intellectual property or other rights have been infringed by our online services you can do so by submitting full details by email provided on the contact page. If you have a complaint about a particular item of content that has been uploaded by another user you may click on the flag next to that item and select the category which is appropriate to the nature of your complaint.

17. SEVERABILITY

Each provision of these terms excluding or limiting liability is to be construed separately and will apply and survive even if for any reason one or other of those provisions is held to be inapplicable or unenforceable in any circumstances. Each of the provisions of these terms excluding or limiting liability will remain in force notwithstanding any termination of these terms or termination or suspension of your access to our online services.

18. NO WAIVER

No waiver of any rights by either you or us will be taken as a waiver of any other rights you or we may have. For example if we waive our rights to complain about a particular breach of these terms by you it does not prevent us from complaining about other breaches.

19. GOVERNING LAW AND JURISDICTION

These terms are governed by the laws of England and both you and we agree to submit to the non-exclusive jurisdiction of the English courts.

These terms were last updated on 10 June 2015