

Terms of Use

YOUR AGREEMENT

This website is owned and operated by Kraft Foods Danmark ApS, a subsidiary of Kraft Foods Inc (“Kraft”) and is made available to you for informational purposes. By accessing or using this Site, you agree to these Terms of Use and to our Privacy Policy. If you do not agree to the Terms of Use and Privacy Policy, you should not use this Site.

YOUR USE OF THE SITE

Unless otherwise specified, the Site is provided for your personal and non-commercial use. You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, licence, create derivative works from, transfer, or sell any information, software, products or services obtained from the Site. You may display and electronically copy, download and print hard copy portions of the material contained on the Site for your own non-commercial use, provided that you do not modify or delete any copyright, trademark or other proprietary notices. Any other use of materials on the Site, including but not limited to the modification, reproduction, distribution, republication, display or transmission of the content of this Site, without the prior written permission of Kraft, is prohibited.

Any material you download, including but not limited to software, files, graphics, data or any other content, is owned by Kraft or its licensors. When you download these materials, they are provided to you by Kraft under a licence that is revocable. Kraft retains full and complete title to the software and to all of the associated intellectual property rights. You may not redistribute or sell the material, nor may you reverse engineer, disassemble or otherwise convert it to any other form usable by humans.

MATERIAL YOU SUBMIT

You acknowledge that you are responsible for any submission you make, including the legality, reliability, appropriateness, originality and copyright of any such material. You may not upload to, distribute, or otherwise publish through the Site any content which is libellous, defamatory, obscene, threatening, invasive of privacy or publicity rights, abusive, illegal, or otherwise objectionable, or which may constitute or encourage a criminal offence, violate the rights of any party or otherwise give rise to liability or violate any law. You may not upload commercial content onto the Site.

Except for any personally identifiable information we may collect from you in accordance with our Privacy Policy, all remarks, suggestions, ideas, graphics or other information that you communicate to Kraft through this Site will become the property of Kraft, even if this agreement is later terminated. Kraft and its designees will be free to copy, disclose, distribute, incorporate and otherwise use the materials you submit for any and all commercial or non-commercial purposes, without any obligation to compensate you or others for the materials.

DISCLAIMER

KRAFT MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THIS SITE'S CONTENT. THIS SITE AND THE MATERIALS, INFORMATION, SERVICES, AND PRODUCTS IN THIS SITE, INCLUDING, WITHOUT LIMITATION, TEXT, GRAPHICS, AND LINKS, ARE PROVIDED “AS IS” AND WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, KRAFT DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, FREEDOM FROM COMPUTER VIRUS, AND WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. KRAFT DOES NOT REPRESENT OR WARRANT THAT THE FUNCTIONS CONTAINED IN THE SITE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THIS SITE OR THE SERVER THAT MAKES THE SITE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. KRAFT DOES NOT MAKE ANY WARRANTIES OR REPRESENTATIONS REGARDING THE USE OF THE MATERIALS IN THIS SITE IN TERMS OF THEIR COMPLETENESS, CORRECTNESS, ACCURACY, ADEQUACY, USEFULNESS, TIMELINESS, RELIABILITY OR OTHERWISE. IN ADDITION TO THE ABOVE, YOU (AND NOT KRAFT) ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION.

IN NO EVENT SHALL KRAFT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR ANY DAMAGES WHATSOEVER, EVEN IF KRAFT HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER IN AN ACTION UNDER CONTRACT, NEGLIGENCE, OR ANY OTHER THEORY, ARISING OUT OF OR IN CONNECTION WITH THE USE, INABILITY TO USE, OR PERFORMANCE OF THE INFORMATION, SERVICES, PRODUCTS, AND MATERIALS AVAILABLE FROM THIS SITE. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. FOR THE AVOIDANCE OF DOUBT, NOTHING HEREIN SHALL LIMIT KRAFT'S LIABILITY FOR PERSONAL INJURY CAUSED BY ITS NEGLIGENCE.

INDEMNIFICATION

You agree to indemnify, defend, and hold harmless Kraft, its officers, directors, employees, agents, licensors and suppliers from and against all losses, expenses, damages and costs, including reasonable attorneys' fees and court costs, resulting from any violation of these terms and conditions or any activity related to your Internet account (including, but not limited to, negligent or wrongful conduct), by you or any other person accessing the Site using your Internet account.

SECURITIES

We are not providing investment advice through this Site, and the material on the Site should not be regarded as an offer to sell, or a solicitation of an offer to buy, any securities of Kraft Foods Inc. If you decide to use any material available on the Site in assessing whether to buy or sell securities of Kraft Foods Inc., please be aware that the material on the Site reflects past performance and historical information only, and that such performance and information is not necessarily an indication of future performance.

LINKS TO OTHER SITES

This Site may provide access to other World Wide websites. Kraft does not control these sites, and you access them solely at your own risk. Kraft also does not endorse or approve any products or information offered at sites you reach through this Site. Check the Uniform Resource Locator (URL) address provided in your WWW browser to determine if you are still in this Kraft Foods Site or have moved to another website.

JURISDICTION

Kraft controls and operates this Site from Denmark. This Site is only intended for use in Denmark and Kraft in no way warrant or imply that the materials on the Site are appropriate for use outside of Denmark. If you use the Site from a location outside of Denmark, you are solely responsible for compliance with any applicable local laws. You may not use or export the materials on the Site in violation of Danish export laws and regulations. Any claim relating to the website or your use of it shall be governed by the laws of Denmark, without regard to its conflict of laws provisions, and you agree that jurisdiction and venue in any legal proceeding directly or indirectly arising out of or relating to this Site shall be in the courts located in Denmark.

MODIFICATION OF THE WEBSITE AND THESE TERMS OF USE

By providing material on this Site, Kraft does not promise that the materials will remain available to you. Kraft is entitled to terminate all or any portion of this Site at any time, without notice to you. Kraft also reserves the right to change the terms, conditions, and notices under which this Site is offered, and your use of the Site following any such changes shall be deemed to constitute your consent to such modified Terms of Use. You agree to regularly review these Terms of Use to verify whether they have been changed.

TERMINATION OF THIS AGREEMENT

This agreement is effective until terminated by either party. You may terminate the agreement at any time, by destroying all materials obtained from this Site, along with all related documentation and all copies and installations. Kraft may terminate this agreement at any time and without notice to you if, in its sole judgment, you breach any term or condition of this agreement. Upon termination, you must destroy all materials.

MISCELLANEOUS

If any provision of this agreement is unlawful, void or unenforceable, the remaining provisions of the agreement will remain in place. This is the entire agreement between you and Kraft regarding all aspects of your use of this Site.