

“LifeStart Swine Website and Community” Terms of Use

1. General

The LifeStart Swine Website (“Website”) is offered to you by Trouw Nutrition, a business of Nutreco Nederland B.V., Veerstraat 38, 5831JN, Boxmeer, The Netherlands (“Nutreco”).

The following terms of use (“Terms of Use”) govern your access and use of the Website, including the information and data available there, and encompassing the LifeStart Swine Community section (“Content”). Specific terms and conditions may apply to specific data or information. Such specific terms and conditions may be in addition to, or to the extent expressly specified by Nutreco, may supersede, these Terms of Use.

By accessing or using the Website and/or by submitting the form to the LifeStart Swine Community, you acknowledge that you have read, understood, and agree to be legally bound by these Terms of Use. If you do not agree to the Terms of Use, you should not access or use the Website or sign up as a LifeStart Swine Community member.

Nutreco reserves the right to update the Terms of Use at any time without notice to you. Nutreco reserves the right to discontinue, make changes or refuse access to the Website and/or the Content without notice at any time and for any reason whatsoever.

If you wish to receive a hardcopy of the Terms of Use, please send an email with your address to lifestart.swine@trouwnutrition.com. The Terms of Use are also available for inspection at Nutreco Nederland B.V., Veerstraat 38, 5831JN, Boxmeer, The Netherlands.

2. Newsletter

You may sign up to receive our Newsletter. When registering and submitting your personal data to receive the Newsletter, you will be asked to acknowledge that you have read and understood these Terms of Use. By continuing to register for the Newsletter you agree that Nutreco and any of its affiliates (see: www.nutreco.com) may use your personal data for internal business purposes, including sending you marketing and promotional information about Nutreco products and services. The privacy section 7 below and Nutreco’s Privacy Statement will apply to any processing of your personal data by or on behalf of Nutreco.

3. Community

When you sign up for membership of the LifeStart Swine Community, you are eligible to contribute to feeding the LifeStart Swine Community. By submitting a story (hereinafter we refer to ‘contribution’), you agree to transfer full ownership (excluding your moral rights as author) of your contribution to Nutreco. Nutreco will use the contribution submitted by you in accordance with the Intellectual Property section of these Terms of Use. Once published, it becomes Content and shall be used and accessed in accordance with these Terms of Use.

Nutreco will always pre-read and pre-view your contribution before publication. The decision whether to publish any of your contributions to the LifeStart Swine Community is entirely to Nutreco. Nutreco will make reasonable effort to inform you upfront of publication on the Website. Any subsequent use, including publication on other websites or media under the editorial responsibility of Nutreco or of its partners shall be done without crediting you, unless as explicitly agreed between Nutreco and you. Please be aware that your contribution may be edited by Nutreco, however edits will be limited to language and wording, without changing to core content of your contribution.

You agree not to submit any contribution that violates applicable laws, such as copyright or trademark violation, intellectual property misappropriation or infringement. We will not publish contributions that damage the reputation or honor of any person or company, and we reserve the right to take appropriate action against it. Contributions must also be free from publicity or promotion of goods or services. You confirm to be the sole owner of all intellectual property rights in your contribution and that you have right to the full, irrevocable, and free transfer thereof to Nutreco. You will not be compensated for any such transfer. You will indemnify and hold harmless Nutreco and its partners for any claim or third-party claim in this respect. The foregoing is only relevant to the extent your contribution is eligible for copyright or other intellectual property protection under applicable law. You do not have the right to have Content removed from the Website or Community once published. You can direct any questions or concerns to lifestart.swine@trouwnutrition.com.

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7. Privacy and use of Cookies

Nutreco will only process personal data that you have submitted to us when subscribing to our Newsletter or when contributing to the LifeStart Swine Community. Personal data that may be processed are: your name, first name, country, profession or job title, your story and your personal photo. Personal information provided or collected through or in connection with the Website shall be used in accordance with Nutreco Privacy Statement that can be found [here](#).

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Your privacy questions could be sent to privacy@nutreco.com.

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In the event your country of residence does not allow any of the exclusions or limitations of liability or any of the disclaimers of warranties mentioned in the Terms of Use, such exclusions, limitations or disclaimers shall be limited to the extent required by applicable law.

9. Applicable law and jurisdiction

The Terms of Use and any disputes in connection thereto shall be governed by and construed in accordance with the laws of the Netherlands. Any dispute, claim or cause of action arising out of, or in connection with these Terms of Use or your use of this Website shall be submitted to the jurisdiction of the competent courts in Amsterdam, unless provided otherwise by operation of applicable law.

10. Severability

If any provision of the Terms of Use is held to be invalid or unenforceable, then the invalid or unenforceable provision will be replaced by a valid, enforceable provision that most closely matches the intent of the original provision and the remaining provisions shall be enforced.