

TERMS OF USE

Last Updated: 05/04/2019

What will you find in these terms of use?

You will find herein [who we are](#), the [terms of use](#) of the website www.sorryiseenbegin.be and www.pardonestundebut.be (the 'Website') and the terms and conditions for filling out a registration form or request more information on the services via the Website.

By accessing or using the Website, you acknowledge having read and understood and agree to be bound by these Terms of Use, without limitations or reservations. If you do not wish to accept all or part of these Terms of Use, you renounce any use of the Website.

1. Legal information

The Website is published by **Creative Belgium**, owned and operated by Creative Club of Belgium vzw/asbl, registered in Belgium under company number 0423.445.976, with registered address Schaarbeeklei 636, 1800 Vilvoorde, Belgium. Our VAT number is BE0423.445.976.

The Website is hosted by Amazon Web Services in Frankfurt, Inc., 410 Terry Avenue North, Seattle, WA 98109-5210, ATTN: AWS Legal.

2. What is "Sorry is a start" ?

Creative Belgium wants to make it clear that words can make a difference in society. Therefore, Creative Belgium is launching a campaign "Sorry is een begin" which highlights the history between Belgium and Congo. Creative Belgium also organises a contest in this respect in the form of drafting an apology letter.

3. Terms of use of the Website

Creative Belgium ('**Creative Belgium**', '**we**' or '**our**') agrees to provide you ('**you**' or '**the User**') with the services that are available on the Website, subject to your compliance with these terms and conditions of access and use ('**Terms of Use**').

3.1. Definitions

User : The User is any person who uses the Website or any of the services offered by the Website.

User Content : The term 'User Content' means the data transmitted by the User in the different sections of the Website.

3.2. Description of the use of the Website

The Website is available in Dutch and French.

Creative Belgium provides via this Website the following facilities to the Users, enabling them primarily:

- to fill in a form to submit a letter to participate to the contest "Sorry is een begin";
- to fill in a form to subscribe to our newsletter;
- to fill in a form to vote on a possible winner of the contest;
- to access Creative Belgium content.

To use the facilities you will have to accept our Privacy Policy.

Eligibility for participation is not guaranteed by filling out the participation form.

Participation to the contest "Sorry is een begin" is subject to our Rules of Contest, laying down the terms and conditions of the contest. More information can be found [here](#). Participation is subject to your acceptance of the Rules of Contest.

3.3. Terms of access to the Website

The Website is accessible free of charge to any User who has access to the internet.

Any costs relating to access to the Website, whether charges for equipment, software or internet access, are for the User's expense.

Creative Belgium reserves the right to unilaterally deny access to the Website and the services it provides without prior notification to any User who does not comply with any provision of the **Terms of Use**.

The User is solely responsible for the proper functioning of his or her IT equipment and entirely for his or her internet access.

Creative Belgium will do everything reasonably possible to ensure good access to the Website and the services it provides but is under no obligation whatsoever to achieve this.

Creative Belgium cannot be held liable for any malfunction of the network or servers or any other event beyond its reasonable control that would hinder or impact access to the Website and the services it provides.

Creative Belgium reserves the right to interrupt, temporarily suspend or modify without warning all or part of the Website and services it provides for maintenance purposes or for any other reason, without such interruption giving rise to entitlement to any obligation or compensation.

3.4. Content featuring on the Website

The content featuring on the Website and provided by **Creative Belgium**, including any artwork, graphical representations, photographs, images, screen dumps, texts, music, video clips, trademarks, logos, product names and names of personalities, slogans and any combination of these elements ('**Creative Belgium Content**') belongs to **Creative Belgium** (or to third parties having granted a license to **Creative Belgium**) and is protected by trademark and copyright law and other intellectual property laws.

You are therefore not authorised to copy, reproduce, show or sell all or part of the Website or the Creative Belgium Content in any way whatsoever, nor to create works derived wholly or partially from the Website or the Creative Belgium Content without the prior express consent of Creative Belgium.

Any unauthorised use of the Creative Belgium Content shall constitute an infringement of intellectual property rights and might give rise to civil action or criminal prosecution.

3.5. Third party web sites

The Website may contain links to third party web sites that are not operated by **Creative Belgium** nor linked to **Creative Belgium**.

These hypertext links are provided for your information and convenience and are not sponsored by **Creative Belgium** or affiliated with the Website or with **Creative Belgium**.

Creative Belgium hereby disclaims liability concerning Users' experience while using third party web sites that they accessed to via the Website. Once Users are re-routed to a third party web site, these **Terms of Use** shall no longer apply.

4. Miscellaneous

4.1. Changes to the General Conditions

Please review the [Last Updated](#) legend at the top of this page to determine when this policy was last amended. Any changes to this this policy will become effective on the Last Updated date indicated above. By using the Website or providing information to us following such changes, you will have accepted the amended policy.

4.2. Complaints

Should you have any complaint concerning your use of the Website, please contact privacy@happiness-brussels.com.

4.3. Applicable law & jurisdiction

All relations between the User and **Creative Belgium** are exclusively governed by Belgian law.

The courts of Brussels have exclusive jurisdiction in the event of disputes between the User and **Creative Belgium** arising out of or in connection with the **Terms of Use**.