

Legal Information

You have just logged in to the thewishodyssey.com website, published by BNP Paribas.

Company name: BNP Paribas

Legal representative : Jean-Laurent Bonnafé

Public limited company with a capital of: 2.492.770.306 euros

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Registered office: 16, bd des Italiens - 75009 Paris

- Publication Director: Jean-Laurent Bonnafé
- Contact: Carine Lauru, Head of Media Relations & Content Management
- Site manager: Julia Boyce, Head of Media Relations & Content Management

Design: Hungry and Foolish

Development: Hungry and Foolish

Hosted by: OVH (hosting) & Hungry and Foolish (outsourcing)

The publisher undertakes to comply with all laws and regulations concerning the establishment and activity of an Internet site.

As a User of the Website, you must carefully read the provisions herein. These provisions are deemed to be accepted when you log in to the Website.

GENERAL CONDITIONS FOR USE OF TheWishOdyssey.com WEBSITE SERVICES

The TheWishOdyssey.com website (hereinafter "the Website") allows you to send greetings to your friends and family. Each wish made with the website is a euro donated by BNP Paribas to the project "Ice Memory" initiated by the University Grenoble Alpes Fondation, in the limit of 80 000 euros.

These General Conditions of Use define the access rules and conditions of use of the website, which are deemed unreservedly accepted by the user as soon as he/she logs in.

Article 1 – Access to the Website

Any individual gaining access to the Website, whatever his/her status, location, website connection mode, purpose and aim of access, is a User of the Website (hereafter the «User»).

Users of the Website acknowledge having the skills and resources required to gain access to the Website and use it.

Access to the Website is free of charge. The telecommunication network access and operating fees shall be borne by the user, according to the conditions specified by its Internet Service Providers and telecommunications operators.

BNP Paribas cannot be held liable for elements beyond its control or for any damage that may be caused to the technical environment of the users and in particular their computers, software programs, network and any other equipment used to gain access to the Website or use it.

Please bear in mind that fraudulent access to or presence in a computer system, the interruption or falsification of the operation of such a system, and the fraudulent input or amendment of data in a computer system are criminal offences which are punishable by law.

The User therefore undertakes to refrain from:

- interfering with the operation of the Service, servers or networks connected with the Service, notably by transmitting viruses, spyware and malware or any other code of an intrusive, disruptive or destructive nature.
- inputting or modifying any content or code in the TheWishOdyssey.com pages;
- more generally, interfering with their operation or display in the users' peripherals or browser.

Thus, the User shall not in any case cite difficult access to the Website as grounds for gaining access to information in breach of these General Conditions of Use.

Article 2 – Conditions for Use of the Service

All users undertake:

- to comply with the conditions and context of use of the Website;
- to have a fair behavior with other users;
- not to harass, intimidate or threaten anybody, nor usurp their identity;
- not to express or circulate any form of contents, data or information that are likely to harm the reputation or honor of any natural or legal person, or that could be discriminatory, defamatory, abusive, obscene, offensive; or might encourage any form of political, racist or xenophobic violence, that would disclose political opinions, religious or philosophical beliefs, membership of a trade union, sexual orientation and more generally, any content which would be contrary to the basic aim of this Website;
- not to share the confidential or personal data relating to the private life or business/professional activity exercised by a third party, should such information directly or indirectly allow identification of these persons or concern low or high importance activities;
- not to post any content infringing the intellectual property rights of third parties, in particular related to the protection of trademarks, patents or copyrights, and more generally any regulations applicable to the use of the Website.

BNP Paribas cannot be held liable for any Content published on the Website. In addition, BNP Paribas reserves the right to preselect, check, edit or delete the Content (a priori). Violation of the present Conditions of Use may result in the deletion of your wish from these various elements, with no prior notice (a posteriori).

Any User violating the present Conditions of Use shall be held legally liable for the Content at issue and therefore may incur civil or penal prosecution.

Article 3 – Website Content

3.1 – Content Published by the Users

TheWishOdyssey.com does not accept the Content published on or through the Service as its own. Alternatively, you hereby grant BNP Paribas the right to use the wishes collected from the Website for an operation to be later defined (making-of, advertising campaigns, viral videos, Digital screens in the BNP Paribas windows, etc.) with no restrictions in terms of media, time or territory.

You represent and warrant that: (i) you own the Content (including photographs and illustrations) that you publish on or through the Service, or that you are authorized to grant the rights and licenses described herein; (ii) the publication and use of your Content on or through the Service do not infringe, violate or misappropriate the rights of third parties, including, but not limited to, the rights to privacy or publicity, copyrights, trademarks and other intellectual property rights; (iii) you accept to pay all royalties, fees and any other monies owing and related with the Content that you publish on or through the Service; and (iv) you have the right and the ability to be bound by the present Conditions of Use in your jurisdiction.

In case of use of the Content for any other purpose than the The Wish Odyssey campaign itself, BNP Paribas shall contact the author-user and ask for the rights to use the published content (text, photograph or illustration).

3.2 –TheWishOdyssey.com Website Intellectual Property

BNP Paribas owns or holds the rights to all components of this Website. It is prohibited to reproduce, represent, distribute or re-distribute the content of this Website, by any means whatsoever, in whole or in part. Such action would contravene the rules governing intellectual property.

The trademarks appearing on the Website have been registered by BNP Paribas SA for various purposes.

As an exception, certain contents (texts, images) belong to their respective authors and are used by BNP Paribas with the authorization of their rightholders.

Article 4 – Personal Data

As the data handler, BNP Paribas will not use the data collected by the Website for any other purpose than those described above. Said data cannot be used for business or prospection.

This personal data may however be communicated upon request to official bodies and to administrative and legal authorities.

This personal information is also subject to the right of access, modification and opposition under the conditions stipulated by French Act no. 78- 17 dated January 6, 1978 as amended, on Information Technology, Data Files and Civil Liberties. To exercise this right, users may send a letter to BNP Paribas APAC TDC Val de Marne, TSA 30233, 94729 FONTENAY SOUS BOIS Cedex – specifying operation « The Wish Odyssey ».

Article 5 - Cookies

The user is informed that during his visit to the website, a cookie may automatically be installed and stored temporarily in the memory or on his hard disk. A cookie is an element which cannot be used to identify the user, but which serves to register information in relation to his browsing history on the Website, in order to make browsing smoother and to compile statistics.

For further information about cookies and to block them, please visit our Cookie Policy.

Article 6 – Amendment of the Conditions of Use

BNP Paribas may at any time decide to amend the present General Conditions. These changes shall be binding on the user as soon as they are published online. It is therefore recommended to review the General Conditions of Use on a regular basis to be aware of the new conditions.

Article 7 – Applicable Law

The contents of this website are governed by the French law.

All disputes arising from or in connection with the contents and use of the website shall be ruled on exclusively by the French Courts.