

KitchenAid Global Kitchen Council

Terms of Use

The KitchenAid Global Kitchen Council (“Council”) and its related website and online portals (collectively, the “Site”) allow registered members to engage with KitchenAid and other members of the KitchenAid community regarding new products and topics of interest to KitchenAid and the community.

The following Terms of Use apply to the Site and participation in the Council.

Last Updated May 4, 2018

Eligibility. The Council is open by invitation only to select members of the KitchenAid community. Eligibility or participation requirements are subject to change, and KitchenAid may modify or discontinue the Council at any time. Access to the Site is limited to approved Council participants, and you may not share your login credentials with any other person.

Promotions. From time to time, KitchenAid may make various offers or promotions available to Council participants, which will be subject to specific terms and conditions as described at the time. There is no guarantee that KitchenAid will offer any promotions, and promotions are subject to change or discontinuation at any time.

Responsibility for User Generated Content. KitchenAid wants participation in the Council to be a positive experience. KitchenAid reserves the right, but is not obligated, to review or remove any content or information submitted by a Council participant (collectively, "User Generated Content") for any reason. You agree that KitchenAid is not in any way responsible for User Generated Content, and that KitchenAid cannot assure that harmful, inaccurate, or otherwise objectionable User Generated Content will not appear on the Site.

Submissions. KitchenAid welcomes your submissions; however, other than your personal information (for example, your name and email address), any information submitted to KitchenAid through the Site or in connection with the Council is considered NOT to be confidential. KitchenAid does not receive your submissions in confidence or under any confidential or fiduciary relationship. You agree that KitchenAid may use your submissions for any purpose without restriction or compensation.

Grant of Rights. For any content or information you provide through the Site or in connection with the Council (including but not limited to, any comments, responses, concepts or ideas you share), you grant to KitchenAid, our affiliated companies and designees the worldwide, perpetual, irrevocable, royalty-free, sub-licensable right to use such content and information, together with your name and likeness, in any media now or hereafter known without any payment or other consideration of any kind, or permission or notification, to you or any third party.

Intellectual Property. The Site and its contents are protected by worldwide copyright and intellectual property laws and treaty provisions. Users may access the Site for personal, non-commercial use, but may not modify or alter the materials in any way, or delete or change any copyright or trademark notice. All materials on the Site are provided for lawful purposes only. KitchenAid reserves full ownership of and intellectual property rights in any materials it makes available through the Site. You may not copy, download, distribute, modify, publish, transmit, display, sell, license, use, reuse, or create derivative works of any of the contents of or material displayed on the Site for any purpose without KitchenAid’s consent.

Confidentiality. By participating in the Council, you acknowledge that KitchenAid may share confidential or non-public information about KitchenAid or its products. You agree to keep such information confidential and not to disclose information you receive through the Council to third parties unless KitchenAid has indicated that the information is appropriate for sharing.

Appropriate Use. You may not access or use the Site in any way that could or is intended to damage or impair the operation of the Site, any content or material displayed on the Site, or any server or network used to operate the Site, or that interferes with anyone else's use and enjoyment the Site.

Privacy. KitchenAid collects and uses information collected through the Site as described in the following:

U.S. Participants: <http://www.kitchenaid.com/privacy-policy/>

German Participants: <https://www.kitchenaid.de/Pages/Hinweis-zum-Datenschutz>

U.K. Participants: <https://www.kitchenaid.co.uk/Pages/Privacy-notice>

Mexican Participants: <http://kitchenaid.com.mx/> (please refer to Avisos Legales)

Australian Participants: <https://kitchenaid.com.au/privacy-policy>

No Liability. The Site and all materials and information provided in connection with the Council are provided "as is" without warranty of any kind. The Site may contain typographical errors, technical inaccuracies or other errors, or be changed at any time without notice. KitchenAid has a policy of continuous improvement of products and reserves the right to make improvements or changes to products without notice. KitchenAid makes no representations about third-party websites or businesses accessed through the Site that are not maintained, controlled or created by KitchenAid. KitchenAid does not endorse any these sites and is not responsible for their content.

Community Guidelines

Because KitchenAid wants participation in the Council and Site to be a positive experience, we ask participants follow these guidelines:

- Do not post content that is false, misleading, inaccurate, fraudulent or deceptive, or that promotes inappropriate use of KitchenAid products or illegal activities.
- Do not post any content that violates any local, state, federal or international law, rule, or regulation.
- Do not post any content or do anything that is designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment or to interfere or disrupt the Site or services connected to the Site.
- You may not post or otherwise distribute content to the Site that KitchenAid in its discretion determines to be abusive, harassing, threatening, defamatory, obscene, an impersonation of others, fraudulent, deceptive, misleading, illegal, in violation of a copyright, trademark or other intellectual property right of another, invasive of privacy or publicity rights, in violation of any other right of KitchenAid or another party, or otherwise objectionable to KitchenAid.
- You may not upload commercial content on the Site or use the Site or Council to promote any other product or service or to solicit others with respect to any other product or service.

Copyright Infringement Claims. Whirlpool Corporation does not permit copyright infringing activities on this Site and may at its sole discretion remove any content of any kind if properly informed that the content on one of our sites infringes upon another's copyright rights. If you are a copyright owner or an agent thereof and believe that any content on this Site infringes upon your copyrights, you may file a copyright infringement notification with us by providing the below information either by mail to Whirlpool Corporation DMCA Agent, 500 Renaissance Drive, Suite 101, St. Joseph, MI 49085, or email: copyright@whirlpool.com. Please include "DMCA Copyright Request" in the subject line.

- Identify the work for which you claim copyright rights.

- Please describe the work and, where possible, include a copy or the location (e.g., URL) of an authorized version of the work.
- Please describe and identify the material on our site which you believe to be infringing and its location. Please provide us with the relevant URL or other information reasonably sufficient to allow us to locate the complained of material;
- Your name, address, telephone number, e-mail address, or other contact information sufficient for us to contact you.
- A statement that you have a good faith belief that use of the complained of material is not authorized by the copyright owner, its agent, or the law.
- A signed statement that the information that you have provided is accurate, and that, under penalty of perjury, you are the copyright owner or are authorized to act on the copyright owner's behalf

You acknowledge that if you fail to provide substantially all of the information listed above, your notification may not be valid. Upon receipt of your notification, we will investigate your claim and, where warranted, remove the complained-of material at our sole discretion. If you believe in good faith that someone has wrongly filed a notice of copyright infringement against you, the DMCA permits you to send to Whirlpool a counter-notice. All counter-notices must also be sent in writing either by mail or email to the addresses provided above.