

## Terms and Conditions for Spotify Codes

Thanks for choosing to use Spotify Codes, a unique and fun way to share your favourite content on Spotify. By creating or using Spotify Codes, you agree to be bound by our [Spotify Terms and Conditions of Use](#) as well as the following “Terms and Conditions for Spotify Codes”:

- **Authorization.** If you generate Spotify Codes on behalf of a company, organization, entity or brand (a “Brand”), these terms shall apply to both you and the Brand. You represent and warrant that you are authorized to bind the wBrand in this way.
- **License.** You are granted a non-exclusive license to use and display Spotify Codes for the purpose of sharing a piece of content from the Spotify Service. You are not allowed to sell or offer Spotify Codes as such. Spotify does not provide any tracking information regarding the number of scans of Spotify Codes.
- **Compliance with Guidelines.** Your use of a Spotify Code must always be in compliance with the [Brand Guidelines for Spotify Codes](#), which contain rules on the placement, sizing and color of Spotify Codes. You are not allowed to modify a Spotify Code in any way. Further, if you are a Brand using a Spotify Code to share your Brand playlist, you must adhere to the [Spotify Brand Playlist Guidelines](#).
- **No right to display Spotify Service content.** Spotify does not grant you a right to display any content or material from the Spotify service, websites, and software applications (together, the “Spotify Service”) or from any third party together with a Spotify Code, including any images, text, messages or information. If you use such content, you must ensure you obtain the necessary rights.
- **Do not imply endorsement.** You shall not use a Spotify Code in a manner that implies an endorsement or relationship between you or your Brand and any artist, album, track or third party on the Spotify Service, unless you have independently obtained the rights to imply such endorsement; or (b) implies an endorsement, partnership or sponsorship between you or your Brand and Spotify; or (c) is injurious to the interests of any artist, rights holder or Spotify.
- **Approval required for all use on goods.** Unless pre-approved by Spotify, you shall **not** use a Spotify Code on any physical goods (including its packaging, tags and

similar). If you want to use Spotify Codes on goods, please ensure your use abides by all applicable guidelines and email the creative and a thorough description of your intended use to [brandapproval@spotify.com](mailto:brandapproval@spotify.com) for approval.

- **Prohibited use.** You shall not use a Spotify Code in connection with any content, goods or services that violate any applicable laws or are otherwise reasonably objectionable, including but not limited to:

Adult products and services, tobacco, drugs, and related products, such as:

- Cigarettes
- Other tobacco products (including e-cigarettes, cigars, chewing tobacco, or paraphernalia such as pipes or pipe cleaners or rolling papers)
- Illegal or recreational drugs or paraphernalia
- Online prescription pharmacies
- Pornography or other sexually explicit content

Weapons, such as:

- Firearms
- Explosives
- Related accessories

Any illegal conduct, product, enterprise or service, including but not limited to:

- Unauthorized ticket sales
- Counterfeit, fake or bootleg products
- Deceptive or fraudulent offers
- Products or services that directly or indirectly infringe intellectual property laws, including illegal p2p, file-sharing, or bittorrents
- Payday loans or “work from home” schemes

Cryptocurrencies and related content including but not limited to:

- Binary options
- Initial coin offerings
- Cryptocurrency exchanges
- Cryptocurrency wallets
- Cryptocurrency trading advice

We are not accepting the use of Spotify Codes in connection with political advertising or campaigns. This includes but is not limited to:

- ads/content placed by or on behalf of political entities (e.g. candidates for office, elected and/or appointed officials, political parties, PACs,

SuperPACs) and 501(c)(4) organizations

- content that advocates for or against political entities or legislative/judicial outcomes including referendums, propositions, or ballot measures

The use of Spotify Codes is also prohibited in connection with the following content (unless expressly approved by Spotify via [spotifycodes@spotify.com](mailto:spotifycodes@spotify.com)):

- Alcohol
  - Online dating services
  - Gambling and games of skill
  - Lotteries
  - Contraceptives
  - Weight loss, dietary and herbal supplements
  - Products or services that compete with any Spotify product or service
  - Financial services
  - Insurance
  - Religion or religious causes
- **Liability and indemnification.** Spotify does not assume liability for the functionality of a Spotify Code, including but not limited to a Spotify Code working properly or for any damages caused by the creation or use of a Spotify Code. To the fullest extent permitted by applicable law, you agree to indemnify and hold Spotify harmless from and against all damages, losses, and expenses of any kind (including reasonable attorney fees and costs) arising out of your breach of these Terms and Conditions, or your violation of any law or the rights of a third party in connection with your use of Spotify Codes.
  - **Warranty Disclaimer.** Spotify makes no warranty whatsoever with respect to Spotify Codes, including but not limited to any (a) warranty of merchantability; (b) warranty of fitness for a particular purpose; (c) warranty of title; or (d) warranty against infringement of intellectual property rights of a third party; whether express or implied by law, course of dealing, course of performance, usage of trade, or otherwise.
  - **Revocation or termination of Spotify Codes.** Spotify reserves the right to revoke or terminate your access to or use of any Spotify Code at any time without notice to you, including in the event of any actual or suspected unauthorised use of a Spotify Code or non-compliance with these Terms and Conditions. If Spotify revokes your access to any Spotify Code, you agree that Spotify will have no liability or responsibility to you. In the event of any revocation or termination, you must immediately (a) cease using the Spotify Code for any purpose; (b) delete and destroy all copies and archives of the

Spotify Code or accompanying materials; and (c) if requested, confirm to Spotify in writing that you have complied with these requirements.

- **Amendment of these terms.** Spotify may update these Terms and Conditions from time to time at Spotify's sole discretion.

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