

# Contest Rules, Terms and Conditions

Terms and Conditions of Use

Effective July 2019

## **A. INTRODUCTION AND ACCEPTANCE**

Welcome to this Internet website offered in connection with nonprofit Safe and Sound Schools (collectively, "we", "us" or "our"). As used in these terms of use ("Terms of Use") the singular term "Website" includes all websites and all devices or applications that collect personal information from you that we or our successors, subsidiaries, or affiliates under a common control that we may have now or in the future, as well as our sponsorship and advertising partners (individually and collectively, the "Affiliated Companies") operate that link to these Terms of Use, web pages within each such website, device or application, and web pages that are associated with each such website, device or application.

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THE WEBSITE. BY ACCESSING AND/OR USING THE WEBSITE (OTHER THAN TO READ THESE TERMS OF USE FOR THE FIRST TIME) YOU ARE AGREEING TO COMPLY WITH THESE TERMS OF USE, WHICH MAY CHANGE FROM TIME TO TIME AS SET FORTH BELOW. SUCH CHANGES BECOME EFFECTIVE IMMEDIATELY AND IF YOU USE THE WEBSITE AFTER THEY BECOME EFFECTIVE SUCH USE WILL SIGNIFY YOUR AGREEMENT TO BE BOUND BY THE CHANGES. YOU SHOULD CHECK BACK FREQUENTLY AND REVIEW THESE TERMS OF USE REGULARLY SO YOU ARE AWARE OF THE MOST CURRENT RIGHTS AND OBLIGATIONS THAT APPLY TO YOU. IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS OF USE, DO NOT ACCESS OR USE THE WEBSITE.

You agree that these Terms of Use are supported by good and valuable consideration the receipt and sufficiency of which you hereby acknowledge. Such consideration includes, without limitation, your use of the Website and the materials and information available on the same and the possibility of publication or publicity of your User Content, as "User Content" is defined below.

In addition to these Terms of Use, we have established a [Privacy Policy](#) to explain how we collect and use information about you. A copy of this Privacy Policy can be found at: <https://www.safeandsoundschools.org/legal/> and is incorporated by reference into these Terms of Use. By accessing or using the Website, you are also signifying your acknowledgement and agreement to our [Legal Terms](#).

By downloading, accessing, or using the Website, you represent that you are at least the legal age of majority. You agree to abide by all applicable local, state, national, and international laws and regulations with respect to your use of the Safe and Sound Schools Website. In addition, you also acknowledge and agree that use of the Internet and access to or transmissions or communications with the Safe and Sound Schools Website is solely at your

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own risk. While Safe and Sound Schools has endeavored to create a secure and reliable Safe and Sound Schools Website, you should understand that the confidentiality of any communication or material transmitted to/from the Safe and Sound Schools Website over the Internet or other form of global communication network cannot be guaranteed. Accordingly, Safe and Sound is not responsible for the security of any information transmitted to or from the Safe and Sound Schools Website. You agree to assume all responsibility concerning activities related to your use of the Safe and Sound Schools Website.

If you are located outside of the United States, your use of this Website is at your own risk and initiative and you, not us, are responsible for compliance with any applicable local and national laws. By using this Website, participating in any Website activities, and/or providing us with your personal information, you (i) consent to the transfers and processing of any information you provide to the Website; (ii) acknowledge that U.S. law provides a lower standard of protection for personal data than the laws of various countries including, but not limited to, the European Union; and (iii) understand that this Website will deal with your information in accordance with our Privacy Policy and U.S. law. Consequently, you hereby waive any claims that may arise under the laws and regulations that apply to you in any other country or jurisdiction.

### **B. INTELLECTUAL PROPERTY**

The Website and included content (and any derivative works or enhancements of the same) including, but not limited to, all text, illustrations, files, images, software, scripts, graphics, photos, sounds, music, videos, information, content, materials, products, services, URLs, technology, documentation, and interactive features (collectively, the "Website Content") and all intellectual property rights to the same are owned or licensed by us and/or the Affiliated Companies. Additionally, all of our trademarks, service marks, trade names and trade dress that may appear on the Website are owned by us and/or the Affiliated Companies. Except for the limited use rights granted to you in these Terms of Use, you shall not acquire any right, title or interest in the Website or any Website Content. Any rights not expressly granted in these Terms of Use are expressly reserved.

### **C. WEBSITE ACCESS AND USE**

Access to the Website including, without limitation, the Website Content is provided for your information and personal, non-commercial use only. When using the Website, you agree to comply with all applicable federal, state, and local laws including, without limitation, copyright law and all other intellectual property law. Except as expressly permitted in these Terms of Use, you may not use, reproduce, distribute, create derivative works based upon, publicly display, publicly perform, publish, transmit, or otherwise exploit Website Content for any purpose whatsoever without obtaining prior written consent from us or, in the case third-party content, its respective owner. In certain instances, we may permit you to download or print Website Content or both. In such a case, you may download or print (as applicable) one copy of Website Content for your personal, non-commercial use only. You acknowledge that you do not acquire any ownership rights or any license in or to the Website Content by downloading or printing Website Content.

Furthermore, except as expressly permitted in these Terms of Use, you agree that you will not, directly or indirectly: remove, alter, cover, or distort any copyright, trademark, or other proprietary rights notice on the Website or Website Content; circumvent, disable or otherwise interfere with security-related features of the Website including, without limitation, any features that prevent or restrict use or copying of any content or enforce limitations on the use of the Website or Website Content; use an automatic device (such as a robot or spider) or manual process to copy or "scrape" the Website or Website Content for any purpose without our express written permission. Notwithstanding the foregoing, you acknowledge and agree that we may grant public search engine operators permission to use automatic devices (such as robots or spiders) to copy Website Content from the Website for the sole purpose of creating (and only to the extent necessary to create) a searchable index of Website Content that is available to the public, and that we reserve the right to revoke this permission (generally or specifically) at any time; transmit, distribute or upload programs or material that contain malicious code, such as viruses, timebombs, cancelbots, worms, trojan horses, spyware, or other potentially harmful programs or other material or information; forge any TCP/IP packet header or part of the header information in any email or newsgroup posting for any reason; frame or link to the Website, content or other information available from any third party website, unless permitted under these Terms of Use; collect or harvest any personally identifiable information from the Website including, without limitation, user names, passwords, or email addresses; solicit other users to join or become members of any commercial online service or other organization without our prior written approval; attempt to or interfere with the proper working of the Website or impair, overburden, or disable the same; decompile, reverse engineer, or disassemble any portion of any the Website; use network-monitoring software to determine architecture of or extract usage data from the Website; encourage conduct that violates any local, state or federal law, either civil or criminal of the United States or any other country or region, or impersonate another user, person, or entity (e.g., using another person's Membership (as "Membership" is defined below without permission, etc.); affect us adversely or reflect negatively on us, the Website, our goodwill, name or reputation or cause duress, distress or discomfort to us or anyone else, or discourage any person, firm or enterprise from using all or any portion, features or functions of the Website, or from advertising, linking or becoming a supplier to us in connection with the Website; violate U.S. export control laws, including, without limitation, violations of the Export Administration Act and the Export Administration Regulations administered by the Department of Commerce, or U.S. sanctions laws and regulations; or engage in any conduct that restricts or inhibits any other user from using or enjoying the Website. Furthermore, you agree to fully cooperate with us to investigate any suspected or actual activity that is in breach of these Terms of Use.

### **D. USER REGISTRATION**

In order to access or use some features of the Website, you may have to become a registered user. If you become a registered user, you agree that you will provide true, accurate and complete registration information and, if such information changes, you will promptly update the relevant registration information. You are solely responsible for the form, content and

accuracy of any such information you submit, and for safeguarding and maintaining the confidentiality of your Participation on the Website. You are solely responsible for the activity that occurs under your Participation, whether or not you have authorized the activity. You agree to notify us immediately at [info@safeandsoundschools.org](mailto:info@safeandsoundschools.org) of any breach of security or unauthorized use of your Participation.

### **E. USER CONTENT**

We permit users to post, upload, transmit through, or otherwise make available on the Website (collectively, "submit") messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, and/or other materials ("User Content"). Subject to the rights and license you grant herein, you retain all right, title and interest in your User Content. We do not guarantee any confidentiality with respect to User Content even if it is not published on the Website. It is solely your responsibility to monitor and protect any intellectual property rights that you may have in your User Content, and we do not accept any responsibility whatsoever for the same.

You shall not submit any User Content protected by copyright, trademark, patent, trade secret, moral right, or other intellectual property or proprietary right without the express permission of the owner of the respective right. You are solely liable for any damage resulting from your failure to obtain such permission or from any other harm resulting from User Content that you submit.

You represent, warrant, and covenant that you will not submit any User Content that: violates or infringes in any way upon the rights of others, including, but not limited to, any copyright, trademark, patent, trade secret, moral right, or other intellectual property or proprietary right of any person or entity; affects us adversely or reflect negatively on us, the Affiliated Companies, the Website, our goodwill, name or reputation or cause duress, distress or discomfort to us, the Affiliated Companies or anyone else, or discourages any person, firm or enterprise from using all or any portion, features or functions of the Website, or from advertising, linking or becoming a supplier to us in connection with the Website; impersonates another or is unlawful, threatening, abusive, demeaning, intimidating, libelous, defamatory, invasive of privacy or publicity rights, vulgar, obscene, profane, pornographic, or otherwise objectionable; encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any law; is an advertisement for goods or services or a solicitation of funds; includes personal information such as messages which identify phone numbers, social security numbers, account numbers, passwords, addresses, or employer references; contains a formula, instruction, or advice that could cause harm or injury; or results in the transmission of junk e-mail, chain letters, duplicative or unsolicited messages, or so-called "spamming" and "phishing."

Moreover, any conduct by a user that in our sole and absolute discretion restricts or inhibits any other user from using or enjoying the Website will not be permitted.

By submitting User Content to us, simultaneously with such submission you automatically grant, or warrant that the owner has expressly granted, to us a worldwide, royalty-free,

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perpetual, irrevocable, non-exclusive, fully sublicensable, and transferable right and license to use, distribute, publicly display, transmit, and publish the User Content (in whole or in part) on or in connection with the Website, the promotion of the Website, and/or the promotion of our clients and/or promotional partners and their products or services, by any and all means of distribution and exploitation now known or hereafter devised.

By submitting User Content to us, you also grant us the right, but not the obligation to use your biographical information including, without limitation, your name and geographical location in connection with your User Content. You waive any and all claims you may now or later have in any jurisdiction to so-called "moral rights" or rights of "droit moral" with respect to the User Content.

By submitting User Content to us, you also acknowledge and agree that certain portions of your User Content that relates to Promotions including without limitation video and still photos, may not be utilized or accepted by a given partner or sponsor.

By submitting User Content to us, you also acknowledge and agree that your User Content that relates to Promotions may be kept and retained by the given sponsor or partner as a record of such application process and/or to conduct effectiveness and impact analyses.

We reserve the right to display advertisements in connection with your User Content. You acknowledge and agree that your User Content may be included on the websites and advertising networks of our distribution partners and third-party service providers (including their downstream users) by any and all means of distribution and exploitation now known or hereafter devised.

NEITHER WE NOR THE AFFILIATED COMPANIES IS RESPONSIBLE FOR THE CONDUCT, WHETHER ONLINE OR OFFLINE, OF ANY WEBSITE USER. WE AND OUR AFFILIATED COMPANIES WILL NOT BE LIABLE FOR ANY CLAIM, INJURY OR DAMAGE ARISING IN CONNECTION WITH YOUR USE OF THE WEBSITE OR YOUR PARTICIPATION.

### **G. ADVERTISING**

From time to time, you may communicate with, receive communications from, be re-directed to, interact with, or participate in or use the services or obtain goods and services of or from, the Affiliated Companies or other third parties (collectively, the "Advertisers") such as our advertisers, sponsors, or promotional partners as a result of your use of the Website. All such communication, interaction and participation is strictly and solely between you and such Advertisers and we shall not be responsible or liable to you in any way in connection with these activities or transactions (including, without limitation, any representations, warranties, covenants, contracts or other terms or conditions that may exist between you and the Advertiser or any goods or services you may purchase or obtain from any Advertiser).

### **H. CONTESTS; PROMOTION SUPPORT**

We, or our service providers, suppliers, Advertisers, clients and/or other third parties conduct promotions on or through the Website, including, without limitation, video submission campaigns ("Contest"). Each Promotion may have official rules that will be posted or otherwise

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made available to you and, for purposes of each Promotion, will be deemed incorporated into and form a part of this Agreement. Safe and Sound Schools, in its sole discretion, may modify, cancel, terminate, and/or suspend any Promotion and disqualify you or any other individual who tampers with the entry process, violates those rules, these Terms of Use, or acts in a disruptive or unsportsmanlike manner.

**CAUTION: A PERSON WHO ATTEMPTS DELIBERATELY TO UNDERMINE THE LEGITIMATE OPERATION OF ANY PROMOTION OR TO ALTER OR DAMAGE A WEBSITE MAY BE SUBJECT TO CIVIL AND/OR CRIMINAL PENALTIES AND FINES; SAFE AND SOUND SCHOOLS AND THE AFFILIATED COMPANIES EACH RESERVE THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.**

### **I. WEBSITE CONTENT & THIRD PARTY LINKS**

**LINKS TO OTHER SITES.** Safe and Sound may provide links, in its sole discretion, to other internet sites for your convenience in locating or accessing related information, products, and services. These sites have not necessarily been reviewed by Safe and Sound and are maintained by third parties over which Safe and Sound exercises no control. Accordingly, Safe and Sound expressly disclaims any responsibility for the content, the materials, the accuracy of the information, and/or the quality of the products or services provided by, available through, or advertised on these third-party Web sites. Moreover, these links do not imply an endorsement with respect to any third party or any Web site or the products or services provided by any third party.

**THIRD-PARTY MATERIALS/SERVICES.** Safe and Sound Schools, in its sole discretion, may feature materials, programs, products, and services provided by third parties. Safe and Sound Schools makes no representations with respect to, nor does it guarantee or endorse, the quality, non-infringement, accuracy, completeness, timeliness, reliability, or correct sequencing of such third-party materials, programs, products, and services or any other materials, programs, products, and services which such third-party materials, products, and services may access. Your correspondence or any other dealings with third parties found on the Safe and Sound Schools Website are solely between you and such third party. Accordingly, Safe and Sound expressly disclaims responsibility and liability for all third-party provided materials, programs, products, and services contained on or accessed through the Safe and Sound Schools Website, and you agree that Safe and Sound shall not be responsible for any loss or damage of any sort incurred as a result of any such dealings or as the result of the presence of such third parties on the Safe and Sound Schools Website.

### **J. COPYRIGHT INFRINGEMENT CLAIMS**

We and the Affiliated Companies have adopted the following policy toward copyright infringement with respect to the Website in accordance with the Digital Millennium Copyright Act ('DMCA'), a copy of which is located at <http://www.copyright.gov/legislation/dmca.pdf> Copyright Policy. It is our policy to comply with the DMCA and any equivalent law in other countries where the Website and its Services are made accessible. We shall:

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block access to, or remove material that it believes in good faith infringes copyright of a third party; and remove and discontinue service to repeat infringers.

**Copyright Notice.** Copyright owners or any agents thereof who believe that any Website Content or User Content infringes upon their copyrights may submit a notification pursuant to the DMCA by providing our Copyright Agent with the following information in writing (please consult your legal counsel or see 17 U.S.C. Â§ 512(c)(3) for further detail):

A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site; Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit the service provider to locate the material; Information reasonably sufficient to permit the service provider to contact you, such as an address, telephone number, and, if available, an electronic mail; A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Such written notice should be emailed to our designated agent at:

[info@safeandsoundschools.org](mailto:info@safeandsoundschools.org). You acknowledge and agree that if you fail to comply with the requirements dictated above, your DMCA notice may be invalid. Please also note that under Section 512(f) of the DMCA any person who knowingly materially misrepresents that material or activity is infringing may be subject to liability.

**Counter-Notification.** If you elect to send us a counter notice, to be effective it must be a written communication provided to our designated agent that includes substantially the following (please consult your legal counsel or see 17 U.S.C. Â§ 512(g)(3) to confirm these requirements): A physical or electronic signature of the user (i.e., you). Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled. A statement under penalty of perjury that the user has a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled. The user's name, address, and telephone number, and a statement that the subscriber consents to the jurisdiction of Federal District Court for the judicial district in which the address is located, or if the user's address is outside of the United States, for any judicial district in which the service provider may be found, and that the user will accept service of process from the person who provided notification under subsection (c)(1)(C) or an agent of such person.

If we receive a Counter-Notification, we may send a copy of the Counter-Notification to the original complaining party informing them that they may replace the removed Website Content or User Content or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the given Website Content or User Content provider,

member or user, the removed Website Content or User Content may be replaced, or access to it restored, in 10 to 14 business days or more after receipt of the counter-notice, at our sole discretion.

#### **K. INDEMNIFICATION**

You agree to defend, indemnify and hold harmless the Indemnified Entities from and against any and all claims, liabilities, losses, damages, obligations, costs and expenses (including reasonable attorneys' fees and costs) arising out of, related to, or that may arise in connection with: (i) your access to or use of the Website; (ii) User Content provided by you or through your Participation; (iii) any actual or alleged violation or breach by you of these Terms of Use; (iv) any actual or alleged breach of any representation, warranty, or covenant that you have made to us; or (v) your acts or omissions. You agree to cooperate fully with us in the defense of any claim that is the subject of your obligations hereunder.

#### **L. DISCLAIMERS**

YOU EXPRESSLY AGREE THAT USE OF THE WEBSITE IS AT YOUR SOLE RISK. ALL PRODUCTS AND SERVICES PURCHASED ON OR THROUGH THE WEBSITE ARE SUBJECT ONLY TO ANY APPLICABLE WARRANTIES OF THEIR RESPECTIVE MANUFACTURERS, DISTRIBUTORS AND SUPPLIERS, IF ANY. THE WEBSITE AND WEBSITE CONTENT AND ALL PRODUCTS AND SERVICES PURCHASED ON OR THROUGH THE WEBSITE ARE PROVIDED BY US ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. WITHOUT LIMITING THE FOREGOING AND TO THE FULLEST EXTENT PERMITTED BY LAW, THE INDEMNIFIED ENTITIES DISCLAIM ANY AND ALL WARRANTIES INCLUDING ANY: (1) WARRANTIES THAT THE WEBSITE, WEBSITE CONTENT, OR ANY PRODUCTS OR SERVICES PURCHASED ON OR THROUGH THE WEBSITE WILL MEET YOUR REQUIREMENTS; (2) WARRANTIES CONCERNING THE AVAILABILITY, ACCURACY, SECURITY, USEFULNESS, TIMELINESS, OR INFORMATIONAL CONTENT OF THE WEBSITE, WEBSITE CONTENT, OR ANY PRODUCTS OR SERVICES PURCHASED ON OR THROUGH THE WEBSITE; (3) WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE; (4) WARRANTIES FOR SERVICES OR GOODS RECEIVED THROUGH OR ADVERTISED ON OUR WEBSITE OR ACCESSED THROUGH THE WEBSITE; (5) WARRANTIES CONCERNING THE ACCURACY OR RELIABILITY OF THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE WEBSITE; (6) WARRANTIES THAT YOUR USE OF THE WEBSITE WILL BE SECURE OR UNINTERRUPTED; AND (7) WARRANTIES THAT ERRORS IN THE WEBSITE WILL BE CORRECTED.

#### **M. LIMITATION ON LIABILITY**

UNDER NO CIRCUMSTANCES SHALL THE INDEMNIFIED ENTITIES BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (EVEN IF THE ABOVE LISTED PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING OUT OF, RELATING TO, OR IN ANY WAY CONNECTED WITH THE WEBSITE, PROMOTIONS, OR THESE TERMS OF USE. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE WEBSITE INCLUDING, WITHOUT LIMITATION, THE WEBSITE CONTENT AND PROMOTIONS IS TO STOP USING THE WEBSITE. SUCH LIMITATION SHALL ALSO APPLY WITH RESPECT TO DAMAGES INCURRED BY REASON OF SERVICES OR PRODUCTS RECEIVED THROUGH OR ADVERTISED IN CONNECTION



WITH ANY OF THE WEBSITE OR ANY LINKS ON THE WEBSITE, AS WELL AS BY REASON OF ANY INFORMATION OR ADVICE RECEIVED THROUGH OR ADVERTISED IN CONNECTION WITH ANY OF THE WEBSITE OR ANY LINKS ON THE WEBSITE. SUCH LIMITATION SHALL ALSO APPLY WITH RESPECT TO DAMAGES INCURRED BY REASON OF ANY CONTENT POSTED BY A THIRD-PARTY OR CONDUCT OF A THIRD-PARTY ON THE WEBSITE.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL THE CUMULATIVE LIABILITY OF THE INDEMNIFIED ENTITIES EXCEED THE GREATER OF THE TOTAL PAYMENTS RECEIVED FROM YOU BY THE INDEMNIFIED ENTITIES DURING THE PRECEDING TWELVE (12) MONTH PERIOD OR \$100. FURTHERMORE, YOU AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF, RELATING TO, OR IN ANY WAY CONNECTED WITH ANY OF THE WEBSITE, PROMOTIONS, OR THESE TERMS OF USE MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION SHALL BE PERMANENTLY BARRED.

In some jurisdictions limitations of liability are not permitted. In such jurisdictions, some of the foregoing limitations may not apply to you. These limitations shall apply to the fullest extent permitted by law.

#### **N. TERMINATION**

We reserve the right in our sole discretion and at any time to terminate or suspend you and/or block your access to the Website for any reason including, without limitation if you have failed to comply with the letter and spirit of these Terms of Use. You agree that the Indemnified Entities shall not be liable to you or any third party for any termination or suspension of your Participation or for blocking your access to the Website.

Any suspension or termination shall not affect your obligations to us under these Terms of Use. The provisions of these Terms of Use which by their nature should survive the suspension or termination of your Participation or these Terms of Use shall survive including, but not limited to the rights and licenses that you have granted hereunder, indemnities, releases, disclaimers, limitations on liability, provisions related to choice of law, dispute resolution, no class action, no trial by jury and all of the miscellaneous provisions set forth below.

Subject to the retention of promotion information as set forth in section E above, you acknowledge and agree that if you terminate your Participation or if your Participation is otherwise terminated, your account information, including any saved applications, contacts, and email contacts will be marked as deleted in and may be deleted from the Website and related databases. Such information may continue to be available for some period of time because of delays in propagating such deletion through the website and related databases.

#### **O. NO CLASS ACTIONS**

TO THE EXTENT ALLOWED BY LAW, WE EACH WAIVE ANY RIGHT TO PURSUE DISPUTES ON A CLASSWIDE BASIS; THAT IS, TO EITHER JOIN A CLAIM WITH THE CLAIM OF ANY OTHER PERSON OR ENTITY, OR ASSERT A CLAIM IN A REPRESENTATIVE CAPACITY ON BEHALF OF ANYONE ELSE IN ANY LAWSUIT, ARBITRATION OR OTHER PROCEEDING.

**P. NO TRIAL BY JURY**

TO THE EXTENT ALLOWED BY LAW, WE EACH WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY LAWSUIT, ARBITRATION OR OTHER PROCEEDING.

**Q. AMENDMENT; ADDITIONAL TERMS**

We reserve the right in our sole discretion and at any time and for any reason, to modify or discontinue any aspect or feature of the Promotions (“Contest”), or to modify these Terms of Use. In addition, we reserve the right to provide you with operating rules or additional terms that may govern your use of the Website generally, unique parts of the Website, or both (“Additional Terms”). Any Additional Terms that we may provide to you are hereby incorporated by reference into these Terms of Use. To the extent any Additional Terms conflict with these Terms of Use, the Additional Terms will control.

Modifications to these Terms of Use or Additional Terms will be effective immediately upon notice, either by posting on the Website or by notification by email or conventional mail. It is your responsibility to review the Terms of Use and the Website from time to time for any changes or Additional Terms. Your access and use of any of the Website following any modification of these Terms of Use or the provision of Additional Terms will signify your assent to and acceptance of the same. If you object to any subsequent revision to the Terms of Use or to any Additional Terms, immediately discontinue use of the Website and, if applicable, terminate your Membership.

**R. MISCELLANEOUS**

No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. The section headings used herein are for convenience only and shall not be given any legal import. If any provision of these Terms of Use is held to be invalid or unenforceable, the invalidity of such provision shall not affect the validity of the remaining provisions of the Terms of Use, which shall remain in full force and effect. These Terms of Use (including the [Privacy Policy](#) and any Additional Terms) constitute the entire agreement of the parties with respect to the subject matter hereof, and supersede all previous written or oral agreements between us with respect to such subject matter. You may not assign these Terms of Use or assign any rights or delegate any obligations hereunder, in whole or in part, without our prior written consent. Any such purported assignment or delegation by you without the appropriate prior written consent will be null and void and of no force and effect. We may assign these Terms of Use or any rights hereunder without your consent and without notice.