

## Terms of Use

Your use of the websites and mobile sites on which these terms reside (collectively, the “Site”), and the features at this Site are subject to the [2021 Great College Tailgate Contest Official Rules](#) and/or the 2021 [#Great College Tailgate Pinterest® Sweepstakes Official Rules](#), as applicable (each, the “Official Rules”) and these Terms of Use (the “Terms”), which we may update from time to time. In the event of any conflict between the Terms and the Official Rules, the Official Rules will control.

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If you are a trademark or copyright owner and you believe that your trademark or copyright rights have been violated, please go to our [Proprietary Rights Complaint Process](#) and follow the instructions at that area.

### **Use of the Site and Posting Policy**

The following requirements apply to your use the Site: (a) you will not use any electronic communication feature of the Site for any purpose that is unlawful, tortious, abusive, intrusive on another's privacy, harassing, libelous, defamatory, embarrassing, obscene, threatening, or hateful; (b) you will not upload, post, reproduce, or distribute any information, software, or other material protected by copyright or any other intellectual property right (as well as rights of publicity and privacy) without first obtaining the permission of the owner of such rights; (c) you will not collect or store personal data about other users; (d) you will not use the Site for any commercial purpose not expressly approved by Company in writing; (e) you will not upload, post, email, or otherwise transmit any advertising or promotional materials or any other form of solicitation or unauthorized communication; (f) you will not upload, post, email, or otherwise transmit any material that contains viruses or any other computer code, files, or programs which might interrupt, limit, or interfere with the functionality of any computer software or hardware or telecommunications equipment.

From time to time on certain areas of our Site you may be able to submit photos, written posts and certain other materials ("Your Data"). By using these features, you agree that you will not post any content that is unlawful, harmful, tortious, defamatory, libelous, obscene, invasive of the privacy of another person, threatening, harassing, abusive, hateful, racist, infringing, pornographic, violent or otherwise objectionable or inappropriate as determined by Company; that you will not post any content that contains personal information about any individual, violates the privacy/publicity of any other individual or entity, or anything that you are under a contractual obligation to keep private or confidential; that you will not impersonate any person or organization, including without limitation, the personnel of Company, or misrepresent an affiliation with another person or organization; you will not post any content that contains viruses, corrupted files, or any other similar software or programs that may adversely affect the operation of the Site, or feature of the Site. You further understand and agree that you have no ownership rights in materials you submit to us, to any account you may have with us, or other access to the Site or features therein. Company may cancel your account and delete all Your Data associated with your account at any time, and without notice, if Company deems that you have violated these Terms, the law, or for any other reason. Company assumes no liability for

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### **Miscellaneous**

Both you and Company acknowledge and agree that no partnership is formed and neither of you nor Company has the power or the authority to obligate or bind the other.

These Terms will be governed by and construed in accordance with the internal laws of Georgia without regard to conflicts of laws principles. By using this site, you hereby agree that any action to enforce any arbitration award and any other disputes (if any) regarding these Terms that are not subject to arbitration will be subject to the courts located in Atlanta, Georgia. **YOU AGREE THAT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL DISPUTES, CLAIMS, AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THIS SITE AND/OR THESE TERMS, WILL BE RESOLVED**

**INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION.** These Terms operate to the fullest extent permissible by law.

The failure of Company to comply with these Terms because of an act of God, war, fire, riot, terrorism, earthquake, actions of federal, state or local governmental authorities or for any other reason beyond the reasonable control of Company, shall not be deemed a breach of these Terms. If Company fails to act with respect to your breach or anyone else's breach on any occasion, Company is not waiving its right to act with respect to future or similar breaches.

If any provision of these Terms shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these terms of use and shall not affect the validity and enforceability of any remaining provisions.

These Terms constitute a binding agreement between you and Company, and is accepted by you upon your use of the Site or your account. These Terms constitute the entire agreement between you and Company regarding the use of the Site and your account. By using the Site you represent that you are capable of entering into a binding agreement, and that you agree to be bound by these Terms.

**Proprietary Rights Complaint Process and Notification Form**

If you are a trademark or copyright owner and you believe that your rights have been violated in any way, please complete and submit a signed copy of the form below, and send to our designated agent at legal@learfieldingcollege.com. Our agent information is provided pursuant to the Digital Millennium Copyright Act, 17 U.S.C. § 512(c)(2).

Upon receipt of a fully completed and signed notification form, we will disable access to the allegedly infringing materials and will promptly notify the individual who posted the materials that access has been disabled as is our obligation under the Copyright Act. If your notification is unsigned or is not on our form and does not contain the authorization language of our form, we will work with you to obtain a properly executed notification. If any of the other information is missing from your notification, however, we will not be able to respond to your request.

Pursuant to 17 U.S.C. § 512(g)(2), the individual who posted the materials may provide us with counter-notification that the materials were removed or disabled as the result of a mistake or misidentification of the materials. This counter-notification must (1) be signed, (2) include the individual's name, address and telephone number, (3) include a statement that the individual is making the counter-notification under penalty of perjury, and (4) state that the person consents to the jurisdiction of the federal district court where his or her address is located. If we receive such a counter-notification, and we determine that we would like to restore access to the materials, a copy will be sent to you notifying you that access to the materials will be restored within ten business days. Access will be restored between the tenth and fourteenth business day after we receive a counter-notification unless you inform us that you have filed an action seeking a court order to restrain the individual who made the posting from engaging in infringing activity on our network and servers. If we determine that we do not want to restore access to the materials, you will not receive any further notification.

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Nature of Infringement:  Copyright  Trademark  Other

Description of your proprietary material that has been infringed: \_\_\_\_\_

\_\_\_\_\_

Registration numbers of your proprietary material: \_\_\_\_\_

\_\_\_\_\_

Description of infringing material located on our site: \_\_\_\_\_

\_\_\_\_\_

URL at which infringing material is located: \_\_\_\_\_

Contact information at which you can be reached:

Name: \_\_\_\_\_ Telephone number: \_\_\_\_\_

Address: \_\_\_\_\_

e-mail address: \_\_\_\_\_ Fax number: \_\_\_\_\_

By signing below, you certify, under penalty of perjury under the laws of the United States of America, that (1) you are either the rights holder, or authorized to act on the rights holder's behalf, (2) you have a good faith belief that the use of the allegedly infringing material has not been authorized, and (3) the information provided above is true and accurate.

Signature: \_\_\_\_\_ Name: \_\_\_\_\_ Date: \_\_\_\_\_