

Terms and Conditions

Disclaimer

The Caribbean Photo Contest's terms & conditions have been amended in response to user feedback on the 1/18/18. Please read this carefully.

Access to and use of www.caribbeanphotocontests.com (the "Site") is provided by Caribbean Photo Contest LLC ("Caribbean Photo Contest") to you ("You"/"Your"), subject to the following terms and conditions ("Terms").

In consideration of the Caribbean Photo Contest allowing You to access the Site, you are deemed to have accepted the Terms, which shall take effect immediately on Your first use of the Site, if You register as a user or enter the Competition. If You do not agree to be legally bound by all the following Terms please do not access and/or use the Site.

1. Use of Content and Linking to the Site

1.1 This Site is intended for use by residents of all countries.

1.2 You acknowledge and agree that the entire content, design and the selection and arrangement of the content and material contained in this Site, including but not limited to text, software, music, sound, photographs, graphics, video, (collectively and individually, the "Content") is protected by copyrights, trademarks, service marks, patents, or other proprietary rights and laws. You acknowledge and agree that You are permitted to use the Content only as expressly set out below, and any use such as, but not limited to, copying, reproducing, republishing, transmitting, distributing, offering any of the Content to the public, or creating derivative works of the Content is prohibited without the prior express written authorization of the Caribbean Photo Contest.

1.3 All Content on the Site remains the property of the Caribbean Photo Contest, or, in respect of certain images, the author of the image.

1.4 You may retrieve and display Content on a computer screen, PDA or mobile telephone, and store temporary copies of the Content in electronic form on hard drive, disk or on your PDA or mobile telephone for your personal, non-commercial use only. You may not store permanent copies of the Content in any form. You may not store any copies of the Content on any server or other storage device connected to a public or open network whereby such Content may be viewed or retrieved by any third party.

1.5 You may not use the Site for the posting, uploading, emailing or other transmission of any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation or commercial exploitation;

1.6 You may not create a database in electronic or structured manual form by systematically downloading and storing all or any of the Content.

2. Information on the Site

2.1 Information in the Site, including these Terms, is subject to change without notice. Please review these Terms regularly to ensure You are aware of any changes made by the Caribbean Photo Contest.

Your continued use of the Site after changes are posted means You agree to be legally bound by these Terms as updated and/or amended.

2.2 The Caribbean Photo Contest makes no representations that the Content in this Site is appropriate or available for use in all countries. Those who do access this Site are solely responsible for compliance with local laws of the country in which the Content is accessed.

3. Exclusion of Liability

3.1 While the Caribbean Photo Contest will use reasonable efforts to include accurate and up to date information in the Site, the Caribbean Photo Contest make no warranties or representations as to the accuracy, correctness, reliability or otherwise with respect to such information, and assumes no liability or responsibility for any omissions or errors (including, without limitation, typographical errors and technical errors) in the Content.

3.2 Use of and browsing in the Site is done at Your own risk. Neither the Caribbean Photo Contest, nor any other party involved in creating, producing, or delivering the Site, nor any naming right sponsors, event sponsors and third parties affiliated with Caribbean Photo Contest Awards and the Caribbean Photo Contest ("Event Partners") shall be liable for any direct, incidental, consequential, indirect, or punitive damages arising out of Your access to, or use of, or browsing the Site, or downloading of any materials, data, text images, video, or audio from the Site, including, without limitation, damage to, or viruses that may infect, Your computer equipment or other property as a result thereof. Without limiting the foregoing, everything on the Site is provided to You "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

4. Communication

From time to time, the Caribbean Photo Contest (and its associated companies) may ask that You transmit to the Site by electronic mail Your feedback on the Caribbean Photo Contest products and/or services. Any communication or material You transmit or post will be (a) treated as non-confidential and non-proprietary by the Caribbean Photo Contest, (b) become the property of the Caribbean Photo Contest and the Caribbean Photo Contest shall exclusively now and hereinafter own all rights, title and interest therein, and (c) used without restriction by the Caribbean Photo Contest or its affiliates or any Event Partners at its sole discretion without any obligation, compensation or other liability to You. Such use may be for any purpose whatsoever, including, but not limited to, reproduction, disclosure, transmission, publication, broadcast and posting whole or in part, in any medium and in any manner on this Site or otherwise. the Caribbean Photo Contest shall be under no obligation to respond to any such communication.

5. Privacy Policy / Data Protection Statement

5.1 the Caribbean Photo Contest takes the privacy of the users of the Site seriously. The Caribbean Photo Contest is registered under, and will process Your personal data in accordance with, data protection legislation.

5.2 Persons Aged Under 16 the Caribbean Photo Contest will treat Your data as confidential and will not transmit this data in any way or form to a third party.

PRIVACY PRACTICES AND POLICIES & OUR USE OF YOUR PERSONAL INFORMATION

5.3 Your e-mail address and other personally identifying data will be known to the Caribbean Photo Contest only when You voluntarily submit such information to our websites. We may use this personal information to contact You if we change our services or terms or if we need to give You notice under those terms.

5.4 We process personal data collected via the Site for the purposes of:

- running competitions

- conducting market research surveys

- providing You with information about products and services we offer and

- providing You with information about products and services offered by our Event Partners.

5.5 We do not sell, trade, or rent Your personal data to others outside the Caribbean Photo Contest or its associated companies or share our mailing lists with any third parties, including advertisers or partners, except where You have provided permission to do so.

5.6 If You do not wish to receive information about our products or services, or information from Event Partners, please check the appropriate box on the registration form. If You decide at any time in the future that You wish to cease receiving such information, you may change Your preferences at any time by email to info@caribbeanphotocontests.com.

5.7 Like most organizations, we also use data in aggregate form (so that no individual user is identified) to share with business partners and other third parties for the purposes of:

- building up marketing profiles, assisting strategic development and, auditing usage of the site.

This information shows user activity rather than on an individual basis and cannot be used to individually identify You.

WITH WHOM WE SHARE YOUR INFORMATION

5.8 We may disclose personal information in special cases when we have reason to believe that disclosing this information is necessary to identify, contact or bring legal action against someone who may be causing injury to or interference with (either intentionally or unintentionally) our rights or property. We also may disclose user information when we believe in good faith that the law requires it.

5.9 We may transfer, sell or assign personal information, to third parties, as a result of the sale, merger, consolidation, change in control, transfer of substantial assets, reorganization or liquidation of the Caribbean Photo Contest.

5.10 We may transfer, store and process Your data to/in countries outside the USA. Your data may therefore be processed in countries where the rights and benefits conferred on data subjects may not be as favorable as in the USA. If You would prefer not to have Your data transferred in this way, please unsubscribe as set out above.

SECURITY

5.11 The Caribbean Photo Contest strictly protects the security of Your personal information and Your choices for its intended use. We use current industry standard technology to maintain the confidentiality and accuracy of the information You provide to us. However, we cannot guarantee that any information You submit to us will be free from unauthorized third-party intrusion.

6. Availability of Site

While the Caribbean Photo Contest endeavors to ensure that the Site is normally available 24 hours a day, the Caribbean Photo Contest will not be liable if for any reason the Site is unavailable at any time or for any period. the Caribbean Photo Contest does not guarantee the functions contained in the Site will be uninterrupted or error-free, or that defects will be corrected even if the Caribbean Photo Contest is aware of them. Additionally, the Caribbean Photo Contest makes no warranty that the Site services or its server are free from infection by viruses or anything else that has contaminating or destructive properties.

7. Registration

7.1 On registration, you must provide the Caribbean Photo Contest with accurate, complete registration information and it is Your responsibility to inform the Caribbean Photo Contest of any changes to that information (including in Your e-mail address).

7.2 Each registration is for a single user only. On registration, you will choose a user name and password. The Caribbean Photo Contest does not permit any of the following:

- o any other person sharing Your user name and password;
- o access through a single name and password being made available to multiple users on a network.

7.3 You are responsible for all use of the Site made by You or anyone else using Your user name and password (collectively, "ID") and for preventing unauthorized use of Your ID. If You believe there has been any breach of security such as the disclosure, theft or unauthorized use of Your ID or any payment information, you must notify the Caribbean Photo Contest immediately.

7.4 If on registration (or on amendment of Your registration details) You provide the Caribbean Photo Contest with an email address that will result in any emails the Caribbean Photo Contest may send You being sent to You via a computer network operated by or on behalf of Your employer or college (or similar) then You are warranting that You are entitled to receive emails at that address. You also agree that the Caribbean Photo Contest may refrain from sending You any emails to such address without notifying You, even if You have subscribed to receive them, if we receive a request from Your employer or college to stop sending emails to that address.

8. Intellectual Property and Trademarks

8.1 The Caribbean Photo Contest may publish any material You submit, post, upload, email or otherwise transmit to it or to the Site at its sole discretion and it shall be entitled to make additions or deletions to any such material prior to publication.

8.2 The names images and logos identifying the Caribbean Photo Contest, Caribbean Photo Contest Awards, Event Partners or third parties and their products and services are subject to copyright, design rights and/or trademarks of the Caribbean Photo Contest trademarks displayed on the Site are registered and unregistered trademarks of the Caribbean Photo Contest, Caribbean Photo Contest

Awards, Event Partners or third parties. Nothing contained on the Site should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any trademark, patent, design right or copyright of the Caribbean Photo Contest, Caribbean Photo Contest Awards, Event Partners or third parties. In the event that You misuse any trademark, patent, design right or copyright in violation of these Terms, the Caribbean Photo Contest and/or its subsidiaries and/or affiliates and/or associated companies and/or Event Partners will aggressively enforce its intellectual property rights to the fullest extent of the law, including the seeking of criminal prosecution.

8.3 You should not make any suggestions to the Caribbean Photo Contest through this Site or otherwise. Nonetheless, if You do send us a suggestion, despite our request not to do so, then such suggestions shall immediately become the property of the Caribbean Photo Contest and the Caribbean Photo Contest shall exclusively now and hereinafter own all rights, title and interest therein. Furthermore, the Caribbean Photo Contest shall be free to use any suggestions for any purpose whatsoever, including, but not limited to, developing, manufacturing and marketing products. The Caribbean Photo Contest shall not be liable for such use or disclosure of such suggestions or for any similarities in the suggestions and any future the Caribbean Photo Contest uses or activities.

IMAGES

8.4.1 The Caribbean Photo Contest reserves the right, in its sole discretion, to disqualify and remove any image uploaded (“entry”) that does not comply with the following requirements, even after the entry is submitted on the Website. You warrant and represent, in respect of each entry submitted by You (“Entry”), as follows:

8.4.1.1 You are the sole owner and author of each Entry

8.4.1.2 You have the right to make Your entry available to the site

8.4.1.3 Each Entry does not contain any infringing, threatening, false, misleading, abusive, harassing, libelous, defamatory, vulgar, obscene, scandalous, inflammatory, pornographic or profane content

8.4.1.4 Each Entry does not contain any material that could constitute or encourage conduct which would be considered a criminal offence, give rise to civil liability, or otherwise violate any law

8.4.1.5 Each Entry does not infringe upon the copyrights, trademarks, contract rights, or any other intellectual property rights of any third person or entity, or violate any person’s rights of privacy or publicity

8.4.1.6 Entries which contain any commercial content that promotes any product or service other than that of the Caribbean Photo Contest.

8.4.1.7 Entries containing screen credits

8.4.2 You agree to fully indemnify the Caribbean Photo Contest in respect of all royalties, fees and any other monies owing to any person due to Your breaching any of the foregoing.

8.4.3 You confirm that each person depicted in the Entry has granted permission to be portrayed as shown. Any costumes, props or other materials used must be rented or borrowed with the permission of the owner, and all other relevant permissions must have been obtained.

8.5 If You are under 18 years of age, you must have Your parent’s or legal guardian’s consent to upload images onto the site.

8.6 The Caribbean Photo Contest may run an online rating process whereby members of the public may vote for a favorite photograph. If there is sufficient evidence (in the Caribbean Photo Contest's sole discretion) to suggest malpractice and manipulation of the rating process, then the Caribbean Photo Contest has the right to remove the relevant Entry or Entries.

8.7.1 The Caribbean Photo Contest recognizes You, the author of the image, retain full ownership of the copyright in each Entry.

8.7.2 All entrants understand that any image submitted to the site may be used by the Caribbean Photo Contest for marketing and promotional purposes of the site only, for a maximum of three years after the entry is uploaded. You hereby grant the Caribbean Photo Contest a non-exclusive, irrevocable license in each Entry throughout the world for three years in all media for any use connected to the promotion of the Site.

8.8. Any photograph used by the Caribbean Photo Contest in the promotion of the site shall carry a credit line. Any failure to provide such credit line shall not be deemed to be a breach, if the Caribbean Photo Contest uses its reasonable endeavors to rectify such failure within a reasonable period from the date of notice of such failure.

8.9 You acknowledge that it is Your responsibility for protecting any Entry against image misuse by any third party, for example, but not limited to the insertion of a watermark. The Caribbean Photo Contest and its Partners assume no responsibility and are not liable for any image misuse.

8.10 Competitions organized by the Caribbean Photo Contest contain additional terms & conditions specific to the competition itself and can be found within the competition section of the Site.

9. Links to Other Sites

9.1 This Site may link to other sites not maintained by or related to the Caribbean Photo Contest. Such hyperlinks are provided as a service to users and are not sponsored by, endorsed or otherwise affiliated with this Site or with the products and services of the Caribbean Photo Contest. The Caribbean Photo Contest has not reviewed all of the sites linked to the Site and is not responsible for the content of any off-site pages or links to any other sites. Viewing all other sites is at Your own risk.

9.2 You may not create a link to the Site from another website or document without the Caribbean Photo Contest's prior written consent.

9.3 In the event that the Caribbean Photo Contest may, from time to time, allow for discussions, chats, postings, transmissions, bulletin board, and the like on the Site, the Caribbean Photo Contest is under no obligation to monitor or review such transmitted information and assumes no responsibility or liability arising from the content of any such transmitted information nor for any error, defamation, libel, slander, omission, falsehood, obscenity, pornography, profanity, danger, or inaccuracy of any such information. You are prohibited from posting or transmitting any unlawful, threatening, libelous, defamatory, obscene, scandalous, inflammatory, pornographic, or profane material or any material that could constitute or encourage conduct that would be considered a criminal offence, give rise to civil liability, or otherwise violate any law. The Caribbean Photo Contest will fully cooperate with any law enforcement authorities or court order requesting or directing the Caribbean Photo Contest to disclose the identity of anyone posting any such information or materials.

10. Changes to these Terms

The Caribbean Photo Contest reserves the right, at its discretion, to make changes to any part of the Site and its related services. Due to its policy of updating and improving the Site, the Caribbean Photo Contest may wish to change these Terms. If You use the Site or related services after the Caribbean Photo Contest has published or notified You of the changes, you are agreeing now to be bound by those changes. If You do not agree to be bound by those changes, you should not use the Site (and should cancel Your subscription to any related services).

11. Competitions and Prizes

Caribbean Photo Contest Awards are subject to additional terms. See Competition Rules.

12. Choice of Law and Jurisdiction

12.1 These Terms shall be governed by, and construed in accordance with, English law.

12.2 The courts of the State of New Jersey shall have the non-exclusive jurisdiction to settle any dispute that may arise out of, under, or relating to these Terms or the legal relationship established by them.

13. General

13.1 You may not assign, sub-license or otherwise transfer any of Your rights under these Terms.

13.2 If any portion of these Terms is deemed unlawful, void or unenforceable, then that part shall be deemed severable and will not affect the validity and enforceability of any remaining provisions.

13.3 Failure by either party to exercise any right or remedy under these Terms does not constitute a waiver of that right or remedy.

13.4 If the Caribbean Photo Contest is in breach of any of its obligations under these Terms and Conditions or the Rules or under statute or common law, your rights and remedies will be limited to the right (if any) to recover damages in an action at law and in no circumstances, will You be entitled due to any such breach to enjoin or restrain the distribution, exhibition, broadcasting, advertising or exploitation of any photographs or any Entry

13.5 These Terms, and, if You enter the Competition, the Competition Rules, set out the entire understanding and agreement between You and the Caribbean Photo Contest with respect to the Site. You acknowledge that any other agreements between You and the Caribbean Photo Contest with respect to the Site are superseded and of no force or effect.

Caribbean Photo Contest LLC is a company registered in the state of NJ in United States of America. The Caribbean Photo Contest is a registered trademark managed by Caribbean Photo Contest LLC.