

Photo Contest: Legal Conditions

By entering this contest, you agree to all of the terms and conditions relating to this contest and you are responsible for understanding Your Rights.

By entering, participants agree to indemnify, defend and hold harmless RayBiotech, its respective subsidiaries, affiliates, directors, officers, employees, attorneys, agents and representatives, from any and all third party liability for any injuries, loss, claim, action, demand or damage of any kind arising from or in connection with the competition (collectively, "Losses"), including without limitation any third party claim for copyright infringement or a violation of an individual's right to privacy and/or publicity right. The Contest is void where prohibited by law.

Each entrant in the Contest (each "Entrant") is responsible for ensuring that he or she has the right to submit the photos that he or she submits to the Contest per these rules.

You agree that any and all disputes that cannot be resolved with RayBioetch, and causes of action arising out of or connected with this Contest, shall be resolved individually, without resort to any form of class action, before a court of competent jurisdiction located in Atlanta, Georgia, which court shall apply the laws of the State of Georgia without regard for rules of conflicts of law. IN ANY SUCH DISPUTE, PARTICIPANT SHALL NOT BE ENTITLED TO ANY PUNITIVE, SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES, OR ANY DAMAGES OTHER THAN PARTICIPANT'S ACTUAL OUT-OF-POCKET EXPENSES (IF ANY) ASSOCIATED WITH PARTICIPATING IN THE CONTEST. YOU HEREBY WAIVE ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR INCREASED. The Contest and RayBiotech's websites are provided "as is" without warranty of any kind, either express or implied.

RayBiotech is not responsible for any incorrect or inaccurate information, whether caused by website users or by any equipment or programming associated with or utilized in the photo competition, or by any technical or human error that may occur in the processing of submissions to the photo competition, including but not limited to any misprints or typographical errors. RayBiotech assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries. RayBiotech is not responsible for any problems or technical malfunction of any telephone network or lines, computer equipment, servers, providers, computer on-line systems, software, or failure of email on account of technical problems or traffic congestion on the Internet or at any website, including injury or damage to participant's or to any other person's computer related to or resulting from participating or uploading images or information in the photo contest.

If, for any reason, the photo competition is not capable of completion as planned, including but not limited to, any reason of infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures or any other causes that corrupt or affect the administration, security, fairness, integrity or proper conduct of the photo competition, RayBiotech reserves the right at its sole discretion to cancel, terminate, modify or suspend the photo competition.