

Beautiful Babies Contest - Terms of Service

Contest shall be conducted on the websites of the following participating newspapers and television stations:

Ktla.com, wgnradio.com, Chicagotribune.com, latimes.com, Sun-Sentinel.com, SouthFlorida.com, dailypress.com, wgmtv.com, courant.com, q13fox.com, nw32.com, fox61.com, wttx.com, fox2now.com, kplr11.com, fox8.com, fox40.com, orlandosentinel.com, myph17.com, 39online.com, wpix.com, fox43.com, the33tv.com, fox59.com ("Participating Websites").

Last Updated: September 2007

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- If the photo or video depicts any children under the age of 13, you affirm that you have written permission from the child's parent or guardian to provide the photo or video.

Do not provide User Content that:

- contains copyrighted or other proprietary material of any kind without the express permission of the owner of that material.
- contains vulgar, profane, abusive, racist or hateful language or expressions, epithets or slurs, text, photographs or illustrations in poor taste, inflammatory attacks of a personal, racial or religious nature.
- is defamatory, threatening, disparaging, grossly inflammatory, false, misleading, fraudulent, inaccurate, unfair, contains gross exaggeration or unsubstantiated claims, violates the privacy rights of any third party, is unreasonably harmful or offensive to any individual or community.
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- violates or encourages the violation of any municipal, state, federal or international law, rule, regulation or ordinance.
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- advertises, promotes or offers to trade any goods or services, except in areas specifically designated for such purpose.
- uses or attempt to use another's Registration Account, password, service or system except as expressly permitted by the Terms of Service.
- uploads or transmits viruses or other harmful, disruptive or destructive files, material or code.
- disrupts, interferes with, or otherwise harms or violates the security of Tribune Interactive and Local TV LLC, or any services, system resources, accounts, passwords, servers or networks connected to or accessible through Tribune Interactive and Local TV LLC or affiliated or linked sites.
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1. an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
2. a description of your copyrighted work or other intellectual property that you claim has been infringed;

3. 3. a description of where the material you claim is infringing is located on the site **(providing us with website URL is the quickest way to help us locate content quickly)**;
4. 4. your address, telephone number, and e-mail address;
5. 5. a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
6. 6. a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

Tribune Interactive and Local TV LLC's copyright agent can be reached as follows:

Copyright Agent, 435 N. Michigan Ave., 6th Floor, Chicago, IL 60611, 312-222-4653 (voice), 312-222-4206 (fax), copyrightnotice@tribune.com

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Counter-Notification for Intellectual Property Infringement. If you elect to send us a counter-notice in response to a notice of intellectual property infringement, to be effective it must be a written communication provided to Tribune Interactive and Local TV LLC's designated Copyright Agent (see above for contact information) that includes substantially the following (please consult your legal counsel or see 17 U.S.C. Section 512(g)(3) to confirm these requirements):

1. 1. an electronic or physical signature of the registered user;
2. 2. a description 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 **(providing us with a website URL is the quickest way to help us locate content quickly)**;
3. 3. your address, telephone number, and e-mail address;
4. 4. a statement by you, under penalty of perjury, that you have 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; and
5. 5. a statement by you that you consent to the jurisdiction of the Federal District Court for the judicial district in which the address is located, or if the your address is outside of the United States, for any judicial district in which Tribune Interactive and Local TV LLC may be found, and that the you will accept service of process from the person who provided notification of intellectual property infringement or an agent of such person.
6. 6. Please note that under Section 512(f) of the Copyright Act, any person who knowingly materially misrepresents that material or activity was removed or disabled by mistake or misidentification may be subject to liability.

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Choice of Law. These Terms of Service will be governed by and construed in accordance with the laws of the State of Illinois, without regard to its conflicts of law provisions. You hereby agree that any cause of action you may have with respect to Tribune Interactive and Local TV LLC must be filed in a federal or state court located in Chicago, Illinois.

Statute of Limitations. You agree to file any claim regarding any aspect of this site or these Terms of Service within six months of the time in which the events giving rise to such claim began, or you agree to waive such claim.

No Class Actions. You agree no claim subject to these Terms of Service may be brought as a class action.

Severability. If for any reason any provision of this Agreement is found unenforceable, that provision shall be enforced to the maximum extent permissible so as to effect the intent of the parties as reflected in that provision, and the remainder of the Agreement shall continue in full force and effect.

No Waiver. Any failure of Tribune Interactive and Local TV LLC to enforce or exercise any provision of this Agreement or related right shall not constitute a waiver of that right or provision.

Section Titles. The section titles used in this Agreement are purely for convenience and carry with them no legal or contractual effect.

Termination. In the event of termination of this Agreement for any reason, you agree the following provisions will survive: the provisions regarding limitations on your use of Content, the license(s) you have granted to Tribune Interactive and Local TV LLC, and all other provisions for which survival is equitable or appropriate.

Conflicts. In the case of a conflict between these terms and the terms of any electronic or machine readable statement or policy (for example, a P3P electronic privacy policy), these Terms of Service shall control. Similarly, in case of a conflict between these terms and our Privacy Policy, these Terms of Service control.

Contact Us. To contact Tribune Interactive and Local TV LLC, please use the following address:

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