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You are solely responsible for the User Content that you post on the Site or transmit to other users and agree that you will not hold AEGA responsible or liable for any User Content from other users that you access on the Site. Any User Content you provide to us should reflect your honest opinions, findings, beliefs or experience, and are within your personal knowledge.

Categories of prohibited User Content below are merely examples and are not intended to be exhaustive. AEGA will make the sole determination as to whether or not User Content is acceptable for the Site. Without limitation, you agree that you will not post or transmit to other users anything that contains User Content that:

- is defamatory, abusive, obscene, profane or offensive;
- includes photographs, depictions or references to any people other than yourself, unless you have obtained all necessary permissions from those people;
- includes any material that is owned by anyone else or any company (such as video or film footage, photographs, pictures, drawings, cartoons, artwork, trademarks, visible logos, insignia, signage, slogans, phrases, written text, or other materials), unless you have obtained all required permissions from the owners;
- contains music (unless AEGA specifically invites you to include music in User Content in a particular situation);
- contains material that otherwise infringes or violates another party's right of publicity, right of privacy or intellectual property rights of any person or company;
- contains any e-mail addresses, URLs, phone numbers, physical addresses or other forms of contact information;
- is threatening or harassing or that promotes racism, bigotry or hatred of any kind against any group or individual;
- promotes or encourages actual violence against a person;

- is inaccurate, false or misleading in any way, including, but not limited to, User Content that falsely impersonates any person or organization, that misrepresents an affiliation with another person or organization, or that contains slanderous, libelous, critical, disparaging or spiteful content regarding any person or company or User Content submitted by another user of the Site;
- is illegal or promotes any illegal activities;
- provides links to any external websites that violate this AUP, the Terms and Conditions or the Privacy Policy;
- promotes illegal or unauthorized copying of another person's copyrighted work or links to websites where infringing content can be found or provides information to circumvent security measures;
- contains 'masked' profanity (i.e., F*#@#);
- contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- contains any advertising, promotional materials, 'junk mail,' 'spam,' 'chain letters,' 'pyramid schemes,' or any other form of solicitation or reference to any other product, offer or website; or
- does not otherwise comply with these Terms and Conditions.
- You may not upload or use avatars that violate this AUP or the Terms and Conditions.
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If you believe any materials on the Site infringe a copyright, you should provide us with written notice that at a minimum contains:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
2. 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;
3. 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 us to locate the material;
4. Information reasonably sufficient to permit us to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted;
5. A statement that the complaining party has 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
6. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

All DMCA notices should be sent to our designated agent as follows:

The Ariza Elevated Game Awards
Attn: DMCA Questions
P.O Box 57093
Sherman Oaks, CA 91413
info@arizaelevatedgameawards.org

We suggest that you consult your legal advisor before filing a notice with our copyright agent. You should note that there may be penalties for false claims under the DMCA. It is our policy to terminate relationships regarding content with third parties who repeatedly infringe the copyrights of others.

MISCELLANEOUS.

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Any claims asserted by you in connection with the Site must be asserted in writing to AEGA within one (1) year of the date such claim first arose, or such claim is forever waived by you. Each claim shall be adjudicated individually, and you agree not to combine your claim with the claim of any third party.

If any portion of these Terms and Conditions 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.

These Terms and Conditions set forth the entire understanding and agreement between you and AEGA with respect to the Site. You acknowledge that any other agreements between you and AEGA with respect to the Site are superseded and of no force or effect.

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

No waiver of any provision or of any breach of these Terms and Conditions shall constitute a waiver of any other provisions or any other or further breach. In the event that any provision of these Terms and Conditions shall be illegal or otherwise unenforceable, such provision shall be severed, and the balance of the Terms and Conditions shall continue in full force and effect.

Effective Date: 10/1/2014