

# Terms of Use

## What's New in the Updated Terms of Use?

We, tvinnercircle.com, a division of Turner Interactive Group, Inc., ("Turner") have revised the Terms of Use for our current and future online and mobile websites, platforms, services, applications, and networks owned or operated by Turner (as defined below), and/or for which Turner currently or in the future provides services and/or technology ("Sites"). Some of the key changes are summarized below, but please take the time to read the full Terms of Use. You accept and agree to be bound by these Terms of Use when you use any Sites, including, without limitation, when you view or access content or videos on the Sites.

- **Governing law, Agreement to Arbitrate and Class Action Waiver.** To help streamline the resolution of disputes, claims, and controversies under these updated Terms of Use, as set forth in more detail below, you now agree that both you and Turner, including its present and future subsidiaries, (collectively, "Turner") will be obligated to arbitrate disputes, claims, and controversies that arise out of or relate to your use of the Sites and/or the provision of content, services, and/or technology on or through the Sites, and that any such proceedings will be conducted only on an individual basis (and not as a class action), and under New York law.
- **User Content/Unsolicited Submissions.** We updated and streamlined information concerning the handling and use of content provided by you or others in connection with the Sites. In some cases additional terms will apply to portions of the Sites that collect user content.
- **Text Messaging Campaigns.** We clarified that these Terms of Use as well as Turner's SMS Text Terms apply to any Text Messaging Campaigns by Turner.
- **Limitation of Liability.** We have updated our limitation of liability clause.
- **Merchandising.** We provide clarity around which terms govern the shopping section of our Sites.
- **Contact Information.** We updated how you may contact Turner in a variety of circumstances.

**IMPORTANT NOTICE: THESE TERMS OF USE ARE SUBJECT TO BINDING ARBITRATION AND A WAIVER OF CLASS ACTION RIGHTS AS DETAILED IN HEREIN.**

## TERMS OF USE

Please read these Terms of Use carefully before using this site. By using this site, you signify your agreement with these Terms of Use. If you do not agree with any of the below, do not use this site. Turner reserves the right, in its sole discretion, to modify, alter or otherwise update

these Terms of Use at any time. By using this site after notice of such changes is posted, you agree to be bound by the modifications, alterations or updates.

## **TRADEMARKS, COPYRIGHTS, AND RESTRICTIONS**

This site is controlled and operated by Turner Interactive Group, Inc., at 1050 Techwood Drive, Atlanta, GA 30318. The phone number is 404-885-4538. All material on this site, including, but not limited to images, photographs, characters, names, graphics, logos, illustrations, audio clips, and video clips, is protected by copyrights, trademarks, and other rights which are owned and/or controlled by Turner, its parent or its affiliates, or by other parties that have licensed their material to Turner. You may use material from this site and other sites controlled by Turner only for your own personal, non-commercial use. Unauthorized modification of the materials or use of the materials for any other purpose is a violation of the Federal copyright and trademark laws and other proprietary rights. Material from this site may not be copied, reproduced, republished, uploaded, posted, transmitted, or distributed in any way without express authorization. The use of any such material on any other website or networked computer environment, unless expressly authorized, is prohibited.

## **COPYRIGHTS AND COPYRIGHT AGENTS**

Turner respects the rights of all copyright holders and in this regard, Turner has adopted and implemented a policy that provides for the termination in appropriate circumstances of subscribers and account holders who infringe the rights of copyright holders. If you believe that your work has been copied in a way that constitutes copyright infringement, please provide Turner's Copyright Agent the following information required by the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act, 17 U.S.C. 512:

A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; Identification of the copyright 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; 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; Information reasonably sufficient to permit us to contact the complaining party; 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 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. For copyright inquiries under the Digital Millennium Copyright Act please contact:

Copyright Agent  
Turner Broadcasting System, Inc.  
1050 Techwood Drive, NW  
ATTN: Legal Dept.  
Atlanta, GA 30318-5604

Phone: 1-844-356-7875

Email: [turnercopyrightagent@turner.com](mailto:turnercopyrightagent@turner.com)

## **PRIVACY**

Turner respects the privacy of the visitors to this site. To see this site's Privacy Policy, please click [here](#).

## **LINKED SITES**

This site may contain links to other sites on the Internet ("Linked Sites"). Linked Sites maintained by affiliates of Turner are operated subject to their own terms of use. Turner is not responsible for the content of any Linked Site that is not affiliated with Turner. The links to these sites are for your convenience only, and you access them at your own risk.

Turner welcomes links to this site. You may establish a link to this site, provided that the link does not state or imply any sponsorship or endorsement of your site by Turner, its affiliates, or any group or individual affiliated with Turner. You may not use on your site any logos, trademarks, service marks, or other copyrighted materials appearing on this site, including but not limited to any logos or characters, without the express written consent of the owner of the mark or right. You may not frame or otherwise incorporate into another Web site any of the content or other materials on this site without prior written consent.

## **COMMUNITY ELIGIBILITY AND REGISTRATION**

To be eligible to participate in the Community you must be 18 years of age or older, reside in the United States, and have an interest in certain types of television. To begin participating, you must complete the profiling questionnaire and create a username and password. You agree to never give your password out to another person except an administrator and to never use another person's account for any reason. When selecting a display name, you must abide by the following naming policy:

Names may not be offensive, sexually explicit, vulgar, racist, hateful, obscene, defamatory, or any other language that is offensive in nature (including common swear words, names concerned with anatomical references, and intentional misspellings, anagrams, combinations, and homonyms of these words);

Names may not be used that harass or damage the reputation of another user or Turner employees or agents;

Names may not be a name or handle of any Turner employees or agents, or suggest affiliation or employment with Turner;

Names may not include any reference to trademarked names, materials or products;

Names may not incorporate names of other people, including actors or celebrities, in a manner that creates confusion or false affiliation;

Names may not be religiously or historically sensitive;

Names may not include any telephone numbers, credit card numbers, social security numbers, street addresses, or email/instant message addresses other than your own (Turner strongly recommends that you not use your own either); and

Names may not use misspellings or alternative spellings of names that violate the above.

## **COMMUNITY CONDUCT**

By participating in the Community, you understand and agree that Turner has the right and authority (but not the obligation) to monitor the site and Community, and all activities therein, and may enforce these Terms of Use in the manner Turner sees fit in its sole discretion. Turner reserves the right to terminate your membership and/or delete your profile if you violate the Terms of Use, or engage in unanticipated activity that is illegal, harassing, annoying to other members or which is otherwise disruptive to other users, even if such conduct is not specifically prohibited in this Terms of Use. Although Turner endeavors to enforce this Terms of Use in a fair and even-handed manner, in no event shall Turner's failure to enforce it in one or more past situations prevent it from being enforced in similar situations in the future. Turner may give you or others a warning before it terminates your account and/or deletes your profile, if Turner so determines in its sole discretion, but you are not entitled to any such warning. Similarly, Turner is under no obligation to provide you an explanation of why it may or may not have enforced the Terms of Use generally, or in any particular instance. You understand and agree that Turner has the right at all times to disclose the identity of the persons providing information or materials on this site. This may include, without limitation, disclosure of the information in connection with investigation of alleged illegal activity or solicitation of illegal activity or in response to a lawful court order or subpoena, or attempts by Turner to resolve disputes within this site.

You agree not to use the site in any way that violates Turner's rights, or the rights of others (including, but not limited to, trademarks, copyrights, patents, and rights of privacy and publicity), that is inconsistent with community standards, or in any way that may give rise to liability for Turner, their affiliates, or their respective directors, officers, employees, agents, providers, suppliers or licensors, including, without limitation, by creating, displaying or transmitting on or through the site any content that may violate such rights of others, disrupt the enjoyment of the site by others, or that may give rise to legal liability to Turner, Turner's sponsors or advertisers, or other users of the site or Community. Any access to, or use of, this site or the computer systems used to provide this site that is not consistent with the express provisions of the Terms of Use is expressly unauthorized and prohibited. You must use this site in a manner consistent with any and all applicable laws and regulations.

The following are examples of the types of content, conduct, or uses that are prohibited under the Terms of Use:

Any content or use that is offensive to the online community, such as sexually explicit content, or content that promotes obscenity, pedophilia, racism, bigotry, religious intolerance, intolerance of minorities, hatred or physical harm of any kind against any group or individual, regardless of whether such use or content takes place within this site, or takes place outside this site but relates to this site in any manner;

Any content or use that insults, is derogatory of, intentionally harasses, or advocates harassment of, another person, or groups of persons, or is abusive, threatening, or defamatory to other users;

Any excessive posting, including without limitation, posting the same thing multiple times (in the same or different thread or forum) or posting content or comments that have no relevance to what is being discussed by others;

Any content that promotes information that is false, misleading or promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libelous;

Any content that infringes upon or violates any third party's rights, including but not limited to, intellectual property rights, rights of privacy, including unauthorized disclosure of a person's name, e-mail address, physical address or phone number, and/or rights of publicity;

Any content that promotes or enables an illegal or unauthorized copy of another person's copyrighted work, such as providing pirated computer programs or links to them, providing information to circumvent manufacturer-installed copy-protect devices, or providing pirated music, movies, videos, or video sites, or links, or other access thereto;

Any content that provides material that exploits people in a sexual or violent manner;

Any content that provides instructional information about illegal activities such as making or buying illegal weapons, buying or selling illegal drugs, buying or selling pornography, violating someone's privacy, or providing or creating computer viruses;

Any content that contains video, photographs, or images of another person without his or her permission (or in the case of a minor, the minor's legal guardian);

Any content or use that tries to gain unauthorized access to this site, including without limitation profiles, blogs, chat rooms, communities, account information, bulletins, or

other aspects of this site or solicits passwords or personal identifying information for commercial or unlawful purposes from other users;

Any content or use that engages in or solicits commercial activities or sales without Turner's prior written consent such as, without limitation, contests, gambling, betting, sweepstakes, barter, sales advertising, investments and pyramid schemes;

Any content that contains viruses, time bombs, trojan horses, cancelbots, worms or other harmful, or disruptive creations, components or devices;

Any content or use that interferes with another user's use and enjoyment of this site, or any other individual's user and enjoyment of this site, including without limitation, use that involves the transmission of "junk mail," "chain letters," or unsolicited mass messaging or emailing, or "spamming"; or

Any content that refers to any website or URL that, in the sole discretion of Turner, contains material that is inappropriate for this site contains content that would be prohibited on this site, or violates the letter or spirit of the Terms of Use.

## **USER CONTENT**

You are responsible for any content, messages, opinions, ideas, photos, images, videos, profiles, files, data, creative materials, suggestions, drawings, concepts, including, without limitation, ideas or descriptions of how this site, plots, or characters could be enhanced or further developed, or other information that you create, transmit or display on or through this site, or that is created, transmitted, or displayed via your account or sub-accounts (collectively, "User Content"). By transmitting or displaying User Content on or through this site, the User Content shall be deemed, and shall remain the property of Turner. You grant Turner an irrevocable, perpetual, non-exclusive, worldwide right and license to use, reproduce, publicly perform, publicly display, distribute copies and create derivative works of the User Content in any media now known or hereafter devised, and to grant and authorize sublicenses under the foregoing right and license without any compensation to you. You represent and promise that you own all copyrights and other intellectual property rights in the User Content, or otherwise have the right to grant the foregoing right and license. You agree that Turner may review, edit and delete any User Content which, in its sole judgment, violates this Agreement.

## **INDEMNIFICATION**

You agree to indemnify Turner and its officers, directors, employees, agents, distributors, and affiliates from and against any and all third party claims, demands, liabilities, costs, or expenses, including reasonable attorney's fees, resulting from arising out of or in connection with our use and exploitation of your User Content. You also agree not to enforce any moral rights, ancillary rights or similar rights in or to the User Content against us or our licensees, distributors, agents, representatives and other authorized users, and agree to procure the same agreement not to enforce from others who may possess such rights.

To the extent that we expressly authorize you to create, post, upload, distribute, publicly display or publicly perform User Content that requires the use of our copyrighted works, we grant you a

non-exclusive license to create a derivative work using our copyrighted works as required for the purpose of creating the materials, provided that such license shall be conditioned upon your assignment to us of all rights in the work you create. If such rights are not assigned to us, your license to create derivative works using our copyrighted works shall be null and void.

Turner is not responsible for any User Content or user communications published or transmitted by users of the Site. Turner reserves the right to edit or delete User Content or user communications published or transmitted by users of the Site at any time and for any reason without any prior notice, but does not assume any obligation to do so.

## **UNSOLICITED CREATIVE SUBMISSIONS/COMMUNICATIONS**

Turner does not accept or consider creative ideas, suggestions or materials other than those Turner has specifically requested. This is to avoid the possibility of future misunderstandings when projects independently developed by Turner or its agents might seem to others to be similar to their own creative ideas, suggestions or materials. If you do send us or post any creative materials, including creative suggestions, ideas, notes, drawings, concepts or other information or if you transmit to the Site by electronic mail or otherwise, communications including any data, questions, comments, suggestions, or the like (collectively, the "Submitted Material"), the Submitted Material shall be deemed and shall remain the property of Turner. None of the Submitted Material shall be subject to any obligation of confidence on the part of Turner and Turner shall not be liable for any use or disclosure of any Information. Turner shall exclusively own any now known or hereafter existing rights to the Submitted Material of every kind and nature throughout the universe and Turner and its parent, subsidiaries, or affiliates shall be entitled to unrestricted use of the Information for any purpose whatsoever, commercial or otherwise, without compensation to the provider of the Submitted Material.

## **DISCLAIMER OF WARRANTY; LIMITATION OF LIABILITY**

(A) YOU EXPRESSLY AGREE THAT USE OF THE SITE IS AT YOUR SOLE RISK. NEITHER TURNER, ITS PARENT, SUBSIDIARIES, ITS OTHER AFFILIATES NOR ANY OF THEIR RESPECTIVE EMPLOYEES, AGENTS, THIRD PARTY CONTENT PROVIDERS OR LICENSORS WARRANT THAT THE SITE WILL BE UNINTERRUPTED OR ERROR FREE; NOR DO THEY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SITE, OR AS TO THE ACCURACY, RELIABILITY OR CONTENT OF ANY INFORMATION, SERVICE, OR MERCHANDISE PROVIDED THROUGH THE SITE.

(B) THE SITE, INCLUDING, WITHOUT LIMITATION, ANY DOWNLOADABLE SOFTWARE, IS PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THOSE WARRANTIES WHICH ARE IMPLIED BY AND INCAPABLE OF EXCLUSION, RESTRICTION OR MODIFICATION UNDER THE LAWS APPLICABLE TO THESE TERMS OF USE.

(C) THE SITE MAY OFFER HEALTH, FITNESS, NUTRITIONAL AND OTHER SUCH INFORMATION, BUT SUCH INFORMATION IS DESIGNED FOR EDUCATIONAL AND INFORMATIONAL PURPOSES ONLY. THE INFORMATION CONTAINED ON THE SITE DOES NOT AND IS NOT INTENDED TO CONVEY MEDICAL ADVICE AND DOES NOT CONSTITUTE THE PRACTICE OF MEDICINE. YOU SHOULD NOT RELY ON THIS INFORMATION AS A SUBSTITUTE FOR, NOR DOES IT REPLACE, PROFESSIONAL MEDICAL ADVICE, DIAGNOSIS, OR TREATMENT. TURNER IS NOT RESPONSIBLE FOR ANY ACTIONS OR INACTION ON A USER'S PART BASED ON THE INFORMATION THAT IS PRESENTED IN THE SITE.

(D) TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, IN NO EVENT SHALL TURNER, OR ITS PRESENT OR FUTURE PARENTS OR AFFILIATED COMPANIES, BE LIABLE TO YOU FOR ANY PERSONAL INJURY, PROPERTY DAMAGE, LOST PROFITS, COST OF SUBSTITUTE GOODS OR SERVICES, LOSS OF DATA, LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER AND/OR DEVICE OR TECHNOLOGY FAILURE OR MALFUNCTION OR FOR ANY FORM OF DIRECT OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES BASED ON ANY CAUSES OF ACTION ARISING OUT OF USE OF THE SITE OR ANY ALLEGED FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, OR DELAY IN SERVICE, OPERATION, OR TRANSMISSION OF THE SITES, OR ANY ALLEGED COMPUTER VIRUS, COMMUNICATION LINE FAILURE, THEFT OR DESTRUCTION OF PROPERTY, AND/OR UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF OR POSTING OF ANY RECORD, CONTENT, OR TECHNOLOGY, PERTAINING TO OR ON THE SITES. YOU AGREE THAT THIS LIMITATION OF LIABILITY APPLIES WHEHER SUCH ALLEGATIONS ARE FOR BREACH OF CONTRACT, TORTIOUS BEHAVIOR, NEGLIGENCE, OR FALL UNDER ANY OTHER CAUSE OF ACTION, REGARDLESS OF THE BASIS UPON WHICH LIABILITY IS CLAIMED AND EVEN IF TURNER OR ITS PRESENT OR FUTURE PARENTS OR AFFILIATED COMPANIES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. WITHOUT LIMITING THE GENERALITY OF THE FORGEOING, YOU ALSO SPECIFICALLY ACKNOWLEDGE THAT TURNER AND/OR ITS PRESENT OR FUTURE PARENTS AND AFFILIATED COMPANIES ARE NOT LIABLE FOR ANY ACTUAL OR ALLEGED DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF OTHER USERS OF THE SITES OR ANY OTHER THIRD PARTIES.

IF APPLICABLE LAW DOES NOT ALLOW ALL OR ANY PART OF THE ABOVE LIMITATION OF LIABILITY TO APPLY TO YOU, THE LIMITATIONS WILL APPLY TO YOU ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW. THIS LIMITATION OF LIABILITY PROVISION APPLIES TO NEW JERSEY RESIDENTS.

(E) Turner disclaims any and all liability of any kind for any unauthorized access to or use of your personally identifiable information. By accessing the Site, you acknowledge and agree to Turner's disclaimer of any such liability. If you do not agree, you should not access or use the Site.



## **JURISDICTIONAL ISSUES**

The Materials and all other content and features on the Sites are presented for the purpose of providing entertainment, news and/or information and/or promoting programs, films, music, games, and other products and/or services that are or may become available in the United States, its territories, possessions, and protectorates. Any and all disputes, claims and controversies arising out of or in connection with your access to, and/or use of the Sites, and/or the provision of content, services, and/or technology on or through the Sites shall be governed by and construed exclusively in accordance with the laws and decisions of the State of New York applicable to contracts made, entered into and performed entirely therein, without giving effect to its conflict of laws provisions.

## **GOVERNING LAW**

The content, data, video, and all other material and features on the Site are presented for the purpose of providing entertainment, news and/or information and/or promoting programs, films, music, games, and other products and/or services that are or may become available in the United States, its territories, possessions, and protectorates.

Any and all disputes, claims and controversies arising out of or in connection with your access to, and/or use of the Sites, and/or the provision of content, services, and/or technology on or through the Sites shall be governed by and construed exclusively in accordance with the laws and decisions of the State of New York applicable to contracts made, entered into and performed entirely therein, without giving effect to its conflict of laws provisions.

## **Disputes/Arbitration. PLEASE READ THIS SECTION CAREFULLY -- IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT**

Turner and you agree that these Terms of Use affect interstate commerce and that the Federal Arbitration Act governs the interpretation and enforcement of these arbitration provisions.

In the event of a dispute, claim, or controversy arising out of or in connection with your access to, and/or use of the Site, and/or the provision of content, services, and/or technology on or through the Site, Turner or you must give the other notice of the dispute, claim, or controversy which notice will include a brief written statement that sets forth the name, address, and contact information of the party giving it, the facts giving rise to the dispute, claim, or controversy and the relief requested. You must send any such notice to Turner by email to [turnercopyrightagent@turner.com](mailto:turnercopyrightagent@turner.com) AND by U.S. Mail to Turner Broadcasting System, Inc., 1050 Techwood Drive, NW, ATTN: Legal Dept., Atlanta, GA 30318-5604. To the extent that Turner has your contact information, it will send any such notice to you by U.S. Mail, or otherwise to your email address. Turner and you will attempt to resolve any dispute, claim, or controversy through informal negotiation within thirty (30) days from the date that any notice of dispute, claim, or controversy is sent. Turner and you shall use reasonable, good faith, efforts to settle any dispute, claim, or controversy through consultation and good faith negotiations. After 30 days, Turner or you may resort to the other alternatives described in this Section.

Notwithstanding the foregoing, the notice and 30 day negotiation period required by this paragraph shall not apply, however, to disputes, claims, or controversies concerning patents, copyrights, moral rights, trademarks, and trade secrets and claims of piracy or unauthorized use of the Sites.

Except as otherwise specifically set forth below, any dispute, claim, or controversy of any kind between Turner and you arising under these Terms of Use or in connection with your access to, and/or use of the Site, and/or the provision of content, services, and/or technology on or through the Site, if unresolved through informal discussions within thirty (30) days of receipt of notice, shall be resolved by binding arbitration to be held in the state in which you reside. Notwithstanding the foregoing, disputes, claims, or controversies concerning patents, copyrights, moral rights, trademarks, and trade secrets and claims of piracy or unauthorized use of the Site shall not be subject to arbitration.

For residents outside the United States, arbitration shall be initiated in New York, New York, and Turner and you agree to submit to the personal jurisdiction of any state or federal court in New York, New York to compel arbitration, stay proceedings pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator.

The arbitration shall be conducted by a single arbitrator, governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by these Terms of Use, and administered by the AAA. The AAA Rules and fee information are available at "[www.adr.org](http://www.adr.org)".

Turner shall bear the cost of any arbitration filing fees and arbitration fees for claims of up to \$75,000, unless the arbitrator finds the arbitration to be frivolous. You are responsible for all other additional costs that you may incur in the arbitration including, but not limited to attorney's fees and expert witness costs unless Turner is otherwise specifically required to pay such fees under applicable law. For claims that total more than \$75,000, the AAA Rules will govern payment of filing fees and arbitration fees. The decision of the arbitrator will be in writing and binding and conclusive on Turner and you, and judgment to enforce the decision may be entered by any court of competent jurisdiction. Turner and you agree that dispositive motions, including without limitation, motions to dismiss and motions for summary judgment will be allowed in the arbitration. The arbitrator must follow these Terms of Use and can award the same damages and relief as a court, including injunctive or other equitable relief and attorney's fees. Turner and you understand that, absent this mandatory arbitration provision, Turner and you would have the right to sue in court and have a jury trial. Turner and you further understand that, in some instances, the costs of arbitration could exceed the costs of litigation and the right to discovery may be more limited in arbitration than in court.

If your claim is solely for monetary relief of \$10,000 or less, and does not include a request for any type of equitable remedy, you may choose whether the arbitration will be conducted solely based on documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing under the AAA Rules.

You may choose to pursue your claim in small claims court where jurisdiction and venue over Turner and you otherwise qualify for such small claims court and where your claim does not include a request for any type of equitable relief.

You have the right to opt-out and not be bound by these arbitration provisions by sending written notice of your decision to opt-out to the following Email address [turnercopyrightagent@turner.com](mailto:turnercopyrightagent@turner.com) AND by U.S. Mail to Turner Broadcasting System, Inc., 1050 Techwood Drive, NW, ATTN: Legal Dept., Atlanta, GA 30318-5604. The notice must be sent within the later of 30 days of your first use of the Site or within 30 days of changes to this section being announced on the Site, otherwise you shall be bound to arbitrate any disputes, claims, or controversies in accordance with the terms of these paragraphs. If you opt-out of these arbitration provisions, Turner also will not be bound by them. If you do not affirmatively elect to opt out as described above, your use of the Site will be deemed to be your irrevocable acceptance of these Terms of Use and any changes/updates to this section or otherwise.

If any clause within these arbitration provisions is found to be illegal or unenforceable, that specific clause will be severed from these arbitration provisions, and the remainder of the arbitration provisions will be given full force and effect. In the event some or all of these arbitration provisions are determined to be unenforceable for any reason, or if a claim, dispute or controversy is brought that is found by a court to be excluded from the scope of these arbitration provisions, Turner and you agree to waive, to the fullest extent allowed by law, any trial by jury.

The terms of these arbitration provisions will also apply to any claims asserted by you against any present or future parent or affiliated company of Turner to the extent that any such claims arise out of your access to, and/or use of the Site, and/or the provision of content, services, and/or technology on or through the Site.

**Class Action Waiver. PLEASE READ THIS SECTION CAREFULLY – IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS.**

Turner and you agree that Turner and you will resolve any disputes, claims or controversies on an individual basis, and that any claims brought under these Terms of Use in connection with the Site will be brought in an individual capacity, and not on behalf of, or as part of, any purported class, consolidated, or representative proceeding. Turner and you further agree that Turner and you shall not participate in any consolidated, class, or representative proceeding (existing or future) brought by any third party arising under these Terms of Use or in connection with the Site.

If any court or arbitrator determines that the class action waiver set forth in this paragraph is void or unenforceable for any reason or that arbitration can proceed on a class basis, then the disputes, claims or controversies will not be subject to arbitration and must be litigated in federal court located in New York, New York.

The terms of this provision will also apply to any claims asserted by you against any parent or affiliated company of Turner to the extent that any such claims arise out of your access to, and/or

use of the Site, and/or the provision of content, services, and/or technology on or through the Site.

### **U.S. EXPORT CONTROLS**

Software from the Site (the "Software") is further subject to United States export controls. No Software may be downloaded from the Site or otherwise exported or re-exported (i) into (or to a national or resident of) Cuba, Iraq, Libya, North Korea, Iran, Syria, or any other country to which the U.S. has embargoed goods; or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. By downloading or using the Software, you represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list.

### **TEXT MESSAGE CAMPAIGNS**

We may offer you the ability to sign up for text messages sent to your mobile device if you choose to receive such alerts. You acknowledge and agree that when you sign up for and receive these text messages, you are bound by the [SMS Text Terms](#), which are incorporated by reference herein, as well as these terms.

These Terms of Use were updated on July 7, 2017.