

District 2 Youth Advisory Council

“Through Teen’s Eyes” Essay Entry

ENTRANT INFORMATION:

Name: _____ Age: _____

Address: _____

Phone: _____

E-mail Address: _____

EMERGENCY CONTACT INFORMATION:

Name: _____ Relation to participant: _____

Address: _____

Home Phone: _____

Other Phone: _____

PLEASE READ THE FOLLOWING AND SIGN AT THE BOTTOM. A PARENT/GUARDIAN MUST FOR MINORS.

SAN JOSE YOUTH COMMISSION, DISTRICT 2

The City of San Jose District 2 Youth Advisory Council “Through Teen’s Eyes” Essay Entry (“YAC,” “we,” “us,” “our,” “the essay entry,” “the entry,” “this entry,” “this essay entry” “the facilitators,” “Through Teen’s Eyes”, “Through Teens’ Eyes essay entry,” “San Jose Youth Advisory Council”) is available for entry subject to your (“the undersigned,” “the entrant,” “entrant,” “user,”) acceptance of these Terms of Conditions and Service (“Terms”). These Terms outline the legal relationship between you and San Jose District 2 Youth Advisory Council. Please read the following information carefully. If a minor is submitting an entry, a parent or guardian must read and sign agreement in addition to the minor.

BY SIGNING BELOW AND SUBMITTING AN ENTRY, YOU ACKNOWLEDGE THAT YOU HAVE READ AND AGREE TO BE BOUND BY THESE TERMS.

- Essay must be solely the work of the entrant. Plagiarism will result in disqualification. Essays must not infringe on any third-party rights or intellectual property of any person, company or organization. By submitting an essay to the “Through Teens’ Eyes” essay entry, the entrant agrees to indemnify the City of San Jose and San Jose District 2 Youth Advisory Council for any claim, demand, judgment or other allegation arising from possible violation of someone’s trademark, copyright or other legally protected interest in any way in the entrant’s essay.
- Decisions of the judges are final.
- All entries become the property of the District 2 Youth Advisory Council and will not be returned. No royalties nor any form of compensation will be given to the entrants.

- Those selected are responsible for providing their mailing addresses and other necessary information under the law in order to receive any notification of their entry.
- Essays may be posted in their entirety on websites and published.

CRITERIA

Essays will be judged on whether the student is able to express and justify his or her view—not on whether the Institute agrees with the view the student expresses. Judges will look for writing that is clear, articulate and logically organized, and expresses a unique perspective on life in their community.

SUBMISSIONS ARE SUBJECT TO THE FOLLOWING RESTRICTIONS:

USAGE AND INFORMATION

The entry process is directed to individuals and entities located within the United States and certain international regions. You represent and warrant that you are not accessing this entry process from an embargoed country. This entry is not directed to any person or entity in any jurisdiction where (by reason of nationality, residence, citizenship or otherwise) the publication or availability and its content are unavailable or otherwise contrary to local laws or regulations. Any such persons are NOT authorized to access the “Through Teens’ Eyes” essay entry. This submission is not directed at, or available for entry by, any individual under the age of thirteen. By entering this essay entry, the undersigned warrant that you are thirteen years of age or older.

San Jose District 2 Youth Advisory Council collects certain information voluntarily provided by entrants (“content”). Content may include, but is not limited to, any information, including personally identifiable information, that you provide to us voluntarily. Personally Identifiable Information (PII) includes, but is not limited to, first and last name, date of birth, address, email, telephone number, education and employment.

In order to better understand the impact and reach of our programs, San Jose District 2 Youth Advisory Council shares information about our program participants with our affiliates and select organizations or entities with which we have an established relationship. Such information is never sold. By sharing information with San Jose District 2 Youth Advisory Council, you agree to the use of information to contact you about other activities, with educational materials or opportunities, as disclosed to you at the point of collection, or in any other manner that advances our educational and charitable purposes. We may share or transfer your information with our affiliates and any other organizations or entities for similar purposes. You are solely responsible for any content you provide to San Jose District 2 Youth Advisory Council and for any consequences thereof. You represent that you have the right to provide any content, and that such content, or its use by us as contemplated by these Terms, does not violate these Terms or applicable law. You agree to provide accurate, current, complete and timely updated content. You agree that we may rely on your content as accurate, current and complete. You acknowledge that if your content is untrue, inaccurate, not current or incomplete in any respect, we have the right to consider it a breach of these Terms and suspend or terminate access to your Account. By submitting content, you grant San Jose District 2 Youth Advisory Council a worldwide, non-exclusive, transferable, sub-licensable, perpetual, royalty-free license to use any content that you post on or in connection with the “Through Teens’ Eyes” essay entry. Aside from the rights specifically granted herein, you retain ownership of all rights in the content that you submit to the site, except that, where applicable under local country law, you agree to waive your right to be identified as the author of any Content you submit and to object to derogatory treatment of such content.

UNELIGIBLE ENTRANT'S INFORMATION

San Jose District 2 Youth Advisory Council does not knowingly collect or solicit any information from any individual under the age of thirteen absent parental or guardian consent, nor do we direct any of our business practices or system outputs towards children under the age of thirteen. In the event that we learn we have collected personal information from a child under the age of thirteen without verification of parental or guardian consent, San Jose District 2 Youth Advisory Council will promptly delete any personal

information associated with that child as quickly as possible.

THIRD-PARTY LINKS AND SERVICES

For your convenience, San Jose District 2 Youth Advisory Council can provide links to various other web service that may be of interest to you and for your convenience only. San Jose District 2 Youth Advisory Council does not control or endorse such sites and is not responsible for their content or the accuracy or reliability of any information, data, opinions, advice or statements contained within such sites. These Terms apply only to our site and the products and services offered by San Jose District 2 Youth Advisory Council. If you decide to access any of the third-party sites linked to by this site,

you do so at your own risk. San Jose District 2 Youth Advisory Council reserves the right to terminate any link or linking program at any time. San Jose District 2 Youth Advisory Council disclaims all warranties, express and implied, as to the accuracy, validity and legality or otherwise of any materials or information contained on any third-party sites.

INDEMNIFICATION

You agree to defend, indemnify and hold harmless San Jose District 2 Youth Advisory Council, its officers, directors, employees, agents, licensors and suppliers from and against any claims, actions, demands, liabilities and settlements, including, without limitation, reasonable legal and accounting fees, resulting from or alleged to result from your violation of these Terms.

INTELLECTUAL PROPERTY

All entries, and its materials, organization and layout, are protected by federal and international copyright, trademark and treaty laws. All pages within, and Content made available to you from, this Site are the intellectual property of San Jose District 2 Youth Advisory Council and its affiliates, unless otherwise noted.

NO PROFESSIONAL ADVICE

The information available on the San Jose District 2 Youth Advisory Council website is intended to be a general information resource regarding the matters covered and is not tailored to your specific circumstance. You should not construe this as legal, accounting or other professional advice. You should evaluate all information, opinions, and advice available on this site with consultation from your insurance specialist, or with your legal, tax, financial, or other advisor, as appropriate.

LIMITATION OF LIABILITY a. Limitation of Damages. To the maximum permitted by applicable law, San Jose District 2 Youth Advisory Council, or the City of San Jose shall not be liable for any indirect, incidental special, consequential, or punitive damages, or any loss of profits or revenues, whether incurred directly or indirectly, or any loss of data, use, goodwill, or other intangible losses, resulting from:

(I) Your access to or use of, or inability to access or use the service; (II) Any conduct or content of any third party on the service, including without limitation, any defamatory, offensive, or illegal conduct of other users or third parties; (III) Any content obtained from the service, or (IV) Unauthorized access, use, or alteration of user submissions or content. In no event, shall the aggregate liability of San Jose District 2 Youth Advisory Council and the City of San Jose exceed in the greater of one hundred U.S. dollars (USD \$100.00) or the amount paid to San Jose District 2 Youth Advisory Council, if any, in the past six months for the services giving rise to the claim. The limitations of this subsection shall apply to any theory of liability, whether based on warranty, contract, statute, tort (including negligence) or otherwise, and whether the San Jose District 2 Youth Advisory Council has been informed of the possibility of any such damage, and even if a remedy set forth herein is found to have failed of its essential purpose

b. Release of Liability.

San Jose District 2 Youth Advisory Council, using sole discretion, may take any action with respect to User Content that is deemed necessary or appropriate, especially if there is belief that such User Content could create liability for San Jose District 2 Youth Advisory Council, damage San Jose District 2 Youth Advisory Council's brand or public image.

While San Jose District 2 Youth Advisory Council reserves the right to remove or omit User Content and other material, San Jose District 2 Youth Advisory Council does not assume any obligation to do so and disclaims any liability for failing to take any such action. San Jose District 2 Youth Advisory Council also has no control over the accuracy, reliability, completeness or timeliness of User Content and makes no representations about such User Content. Under no circumstances will San Jose District 2 Youth Advisory Council be liable for any User Content, including, but not limited to, any errors or omissions in any User Content, or any loss or damage of any kind incurred as a result of the use of any User Content submitted, posted, displayed or otherwise made available via the App or broadcast elsewhere.

While San Jose District 2 Youth Advisory Council complies with the strict privacy procedures outlined in the policy

above, we advise you to use caution and common sense when submitting User Content and to recognize the risks involved with submitting sensitive content, especially personally identifiable information. If you are a California resident, you agree to waive California Civil Code Section 1542, which states: A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement

with the debtor. Understand that San Jose District 2 Youth Advisory Council will be relieved of all liability arising from unknown or unsuspected claims. Since we do not and cannot be involved in dealings between users or control the behavior of other users, in the event that you have a dispute with one or more users or non-users regarding use of the service, you release San Jose District 2 Youth Advisory Council (and our agents and employees) from claims, demands and damages of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes. To participate in this entry, entrant must respect Penal Code 11165.7; 11166 stating:

Any other person who reasonably suspects that a child is a victim of abuse or neglect may report. For the purposes of this section, 'any other person' includes a mandated reporter who acts in his or her private capacity and not in his or her professional capacity or within the scope of his or her employment.

San Jose District 2 Youth Advisory Council cannot guarantee and does not promise any specific results from submission to "Through Teen's Eyes." No advice or information, whether oral or written, obtained

by a user from San Jose District 2 Youth Advisory Council shall create any warranty not expressly stated herein.

ARBITRATION

Except as regarding any action seeking equitable relief, including without limitation for the purpose of protecting any San Jose District 2 Youth Advisory Council confidential information and/or intellectual property rights, any controversy or claim arising out of or relating to these Terms or this essay entry process shall be settled by binding arbitration in accordance with the commercial arbitration rules, in effect at the time the proceedings begin, of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be held in the Central District of California.

All information relating to, or disclosed by, any party in connection with the arbitration of any disputes hereunder shall be treated by the parties, their representatives and the arbitrator as proprietary business information. Such information shall not be disclosed by any party or their respective representative(s) without the prior written authorization of the party furnishing such information. Such information shall not be disclosed by the arbitrator without the prior written authorization of all parties. Each party shall bear the burden of its own counsel fees incurred in connection with any arbitration proceedings.

Judgment upon the award returned by the arbitrator may be entered in any court having jurisdiction over the parties or their assets or application of enforcement, as the case may be. Any award by the arbitrator shall be the sole and exclusive remedy of the parties. The parties hereby waive all rights to judicial review of the arbitrator's decision and any award contained therein.

GENERAL TERMS

Right to Modify San Jose District 2 Youth Advisory Council reserves the right to immediately change, suspend, remove or discontinue any part of the essay entry or content, whether submitted by San Jose District 2 Youth Advisory Council or by an entrant, for any reason, without prior notice or liability.

Entire Agreement/Severability These Terms and any additional agreements you enter with San Jose District 2 Youth Advisory Council in connection with the essay entry constitute the entire agreement ("Entire Agreement") between you and San Jose District 2 Youth Advisory Council concerning entry in "Through Teen's Eyes." If any provision in these Terms is deemed invalid, then such provision will be limited or eliminated to the minimum extent necessary, and the remaining provisions of these Terms will remain in full force and effect. Any other agreements you may have with San Jose District 2 Youth Advisory Council that do not regard the Site are considered separate and in addition to these Terms. These Terms do not modify, revise or amend the terms of any other agreements you may have with San Jose District 2 Youth Advisory Council that do not regard this essay entry.

Governing Law These Terms shall be governed in all respects by the laws of the State of California without reference to its choice of law provisions.

Subscription via Email Once you submit an email address to San Jose District 2 Youth Advisory Council, you authorize us to send you notices, announcements and special offers via email. Opt-out instructions are included in all such messages. Please note that it is your obligation to keep your current email address and contact information updated at all times.

Reservation of Rights

Any rights not expressly granted by these Terms and Conditions, or any applicable end user license agreements, are reserved by San Jose District 2 Youth Advisory Council and its affiliates.

I, the undersigned parent/guardian, do hereby agree to allow the individual named herein to participate in the aforementioned activity, and I further agree to indemnify and hold harmless the City of San Jose, its officers and employees from and against and all liabilities for any injury which may be suffered by the aforementioned individual arising out of or in any way connected with his or her participation in this activity. I further do hereby authorize the CITY OF SAN JOSE DEPARTMENT OF PARKS, RECREATION, AND NEIGHBORHOOD SERVICES DEPARTMENT and SAN JOSE DISTRICT 2 YOUTH ADVISORY COUNCIL as my agent for the above-mentioned minor.

ENTRANT SIGNATURE: _____

Date: _____

PARENT/GUARDIAN SIGNATURE: _____

Date: _____