

ProWebSurfer Contests ("Competitions") Terms and Conditions

From time to time, ProWebSurfer will offer competitions and contests to users of its services. Unless otherwise explicitly stated in writing, the following terms and conditions will apply.

1. These rules and any other rules specified by ProWebSurfer, Inc. or any of its affiliated companies (the "Company") from time to time ("Competition Rules") apply to any competition that is run by or on behalf of the Company. By taking part in a Competition, you agree to be bound by the Competition Rules and by the decisions of the Company that are final in all matters relating to the Competition. The Company reserves the right to disqualify any entrant and/or winner in its absolute discretion for any reason and without notice in accordance with the Competition rules.
2. All entries must be received at the place specified during the period in which the Competition is open and late or incomplete entries will be disqualified. No responsibility can be accepted for entries which are lost, delayed, misdirected or corrupted during delivery to or from the for any reason whatsoever.
3. Entries must be submitted by an individual (not via any agency or similar) and, unless otherwise stated, are limited to one per household. Prizes may be provided by a third party sponsor of the Competition. The Company reserves the right in its sole discretion to substitute any prize with cash or a prize of comparable value.
4. The winning entry will be that which has met the entry criteria and which most closely meets the Competition criteria specified.
5. Unless otherwise stated, each Competition is open to users 18 years and over, except employees or officers of: (a) the Company; and (b) any third party appointed by the Company to organize and/or manage the Competition; and (c) the Competition sponsor(s).
6. By entering a Competition you:
 - a. Grant the Company, any third parties appointed by the Company for the purpose of organizing and/or managing the Competition and the Competition sponsor(s) permission to use your name and likeness for the purpose of organizing and/or managing the Competition, for announcing the winner of the Competition and for related promotional purposes; and
 - b. Grant the Company and any Competition sponsor(s) the right to use your personal information to send you information about their respective products and services that may be of interest to you. If you do not wish to receive this information, please follow the instructions given.
 - c. Accept that all entries will become the property of the Company upon receipt and may not be returned. You will retain all rights you have in the copyright and other intellectual property rights comprising the Competition entry but, by entering the Competition, you grant the Company and its licensees the right free of charge to republish your Competition entry;
 - d. Waive any moral rights or similar rights you have in your Competition entry whether such rights arise pursuant to the Copyright, Designs and Patent Act 1988 (the "Act") or equivalent legislation anywhere in the world; and
 - e. Warrant to the Company that the Competition entry is not wholly or substantially copied from any other material and that the Competition entry does not defame, cause injury to or invade the privacy of or otherwise infringe or violate any statutory, common law, regulatory or intellectual property rights of any third party.
7. If you are a winner, you may have to provide additional information (including, without limitation, proof of age or identity) and/or complete additional documents and return them to the Company within a specified period. Failure to provide additional information and/or complete additional documents within the required time period, or notification returned as undeliverable as addressed will result in your disqualification as a winner and an alternative winner will be selected.
8. The name(s) of the winner(s) and details of the winning entry or entries will be sent to anyone who requests the same within three (3) months of the closing date of the Competition. Requests should be sent to the postal or email address for competition entries and, if postal, should be sent to ProWebSurfer, Inc. (Contests), PO Box 1089, Menlo Park, CA 94026-1089, USA.
9. If you are a winner of a Competition:
 - a. The receipt by you of any prize is conditional upon you complying with any and all applicable laws, rules and regulations including, without limitation, the Competition Rules;
 - b. You acknowledge and agree that neither the Company or any Competition sponsor(s) or any of their employees, agents or subcontractors shall have any liability to you whatsoever in connection with your use and/or possession of your prize, provided that nothing in these Competition Rules shall exclude or limit the liability of any party for personal injury or death caused by negligence or for anything else which cannot be excluded or limited by law.
 - c. Unless otherwise stated, the Company is the promoter of the Competition.
10. If any of these rules are deemed to be illegal, invalid or otherwise unenforceable, the affected rules shall be deleted from these Competition Rules but the remaining rules shall continue in full force and effect.
11. Californian law governs these Competition Rules and each Competition. Any disputes arising between the Company and any third party in relation to these Competition Rules and/or a Competition shall be subject to the exclusive jurisdiction of California, USA.