

## **Terms and Conditions – Choose Philippines**

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**DESCRIPTION OF SITE.** The Site is an editorially managed and user-generated-content driven travel and tourism website promoting the Philippines and featuring information, opinions and other Content regarding a wide variety of topics including travel, food, festivals, events, personalities and goods and services.

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**MODIFICATIONS TO THESE TERMS AND CONDITIONS.** We may change the Terms and Conditions of the Site from time to time by updating this posting. Please visit the Terms and Conditions area each time you visit the Site to keep up to date with the current terms and conditions regarding your use of the Site. Your continued use of the Site constitutes an affirmative: (1) acknowledgment by you of the Terms and Conditions and any modifications thereof and (2) your agreement to abide and be bound by the Terms and Conditions as modified.

**MODIFICATIONS TO SITE.** We reserve the right to modify or discontinue the Site with or without notice to you. Neither Choose Philippines, nor its parent company or affiliates shall be liable to you or any third party should we exercise this right to modify or discontinue the Site.

**USER SUBMISSIONS/ASSIGNMENT.** You irrevocably assign to Choose Philippines all rights in and to all text, photographs, illustrations, audio, video and any other content and information (including any ideas or expressions of ideas embodied therein, and your Site screen/user name) that you upload, store, process,

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**PRIVACY POLICY.** Except as required by law and in accordance with the [Choose Philippines Privacy Policy](#), Choose Philippines will maintain the confidentiality of all User communications solely to extent containing the personally identifiable information of a User and which are transmitted directly to Choose Philippines. Transmissions to the Site, to the extent such transmissions do not contain the personally identifiable information of a User, will not be protected as confidential and Choose Philippines may use and provide information contained in any such transmissions (including any Submissions and the ideas, concepts, know-how

or other intellectual property embodied therein) to any of its parent company, subsidiaries and affiliates or other third parties for any purpose whatsoever and as deemed appropriate by Choose Philippines. To the extent that you also provide us with any of your personally identifiable information, Choose Philippines will only use such information in accordance with the [Choose Philippines Privacy Policy](#).

**CODE OF CONDUCT.** The Site makes use of the Internet to send and receive certain messages; therefore, your conduct is subject to Internet regulations, policies and procedures.

You agree to abide by the following rules of conduct:

(1) You must be 18 years of age or older to register with or use the Site.

(2) Only those who have registered as members or registered users may access the registration-required portions of the Site.

(3) You agree not to copy, modify, distribute, download, display, post, publish, license, create derivative works of or otherwise transmit Submissions in any form except (i) to and through the Site as and to the extent expressly permitted hereunder, and (ii) that Users may use the "E-mail a Friend" feature to e-mail specific content to their friends.

(4) You agree not to use the Site to solicit or advertise any commercial product or activity.

(5) You agree not to use behavior that does not support a safe and comfortable environment for all Users, including but not limited to posting or transmitting any materials that are threatening, offensive, harmful, harassing, abusive, vulgar, hateful, defamatory, sexually explicit, inflammatory, profane (even if it is masked), racially or ethnically objectionable, religious or political, or any materials that encourage inappropriate or unlawful conduct.

(6) You agree not to upload, store, process, post, transmit, distribute, publish or otherwise submit to or through the Site any Submissions which:

(i) restrict or inhibit any other User from using the Site or contain a virus or other harmful component.

(ii) violate any local or International laws or give rise to

civil liability.

(iii) violate or infringe any rights of third parties (including but limited to copyright, trademark, rights of privacy or publicity, such as defamation or any other proprietary right).

(iv) violate these Terms and Conditions or are not otherwise appropriate or pertinent to the purpose of the Site.

(v) impose an unreasonable or disproportionately large load on the Site or otherwise interferes with the Site.

(7) You agree not to use any trademarks, trade names, logos or other identifying marks ("Marks") of Choose Philippines, its parent company, affiliates, agencies or any third party for any purpose including without limitation to use as metatags on the Site or on other pages or sites on the World Wide Web without the written permission of Choose Philippines, and, if applicable, the third party that owns the Marks.

(8) You agree not to use the Site for any unlawful purpose or activity including without limitation:

(i) chain letters, junk mail, spamming or similar activities.

(ii) "spoofing" (i.e., using any means to disguise your online identity or alter original attribute information when sending e-mails or posting messages to the Site or impersonating Choose Philippines, another User or the Site Moderator).

(iii) Using or possessing programs to "crack" passwords or other Internet security tools.

(iv) Attempting to circumvent established Internet security measures.

(v) posting or transmitting any material that encourages conduct that could constitute a criminal offense, give rise to civil liability or otherwise violate any applicable local or international law or regulation.

(9) You agree not to interfere with another Users use and enjoyment of the Site.

(10) You agree not to upload, store, process, post, transmit, distribute,

publish or otherwise submit any photos, hyperlinks, materials or other Submissions on or through the Site that do not comply with these Terms and Conditions.

(11) Before beginning a new discussion, please skim through the threads to make sure that someone has not already started a conversation about your topic. Also, please make sure that you place your post in the appropriate thread.

(12) Please respect the opinions of other Users. We encourage you to discuss opinions as long as they remain respectful. This Site was created to allow sharing and discussion of opinions and experiences pertaining to a wide variety of topics such as travel, food, festivals, events, personalities and goods and services and any attempts to harass or threaten other Users because they have differing opinions will not be tolerated.

(13) We encourage you to be as individual as you like in the way you express yourself, but messages that get your point across (and get the best responses) are those that use complete words and sentences with an attempt at good grammar and spelling. Please do not type in uppercase - this is considered yelling.

(14) Please do not post the same message more than once in the same thread or another thread. It is considered spamming and is not permitted.

(15) Occasionally a User may create a thread with inflammatory remarks just to stir things up. This type of post is called a troll and is not permitted.

(16) Occasionally you will see a message with only the word "Bump" in it. This is a vehicle for moving a thread to the top of the menu. Bumps are not permitted.

(17) Do not give out or post any of your personally identifiable information (e.g., your email address, your real name, your mailing address and your phone number). If you are asked for any of this information, we suggest you simply say "I don't feel comfortable giving that out" and please report it using the Site's tool for reporting posts that violate these Terms and Conditions.

**Violations:** You are solely responsible for the Submissions (including the content and other information contained therein) you transmit

to or through the Site. Should your conduct fail to conform with these Terms and Conditions, we reserve the right to remove or edit any material or other portion of any Submission that does not (in our sole judgment) comply with these Terms and Conditions, revoke posting privileges and/or ban you from accessing the Site at our sole discretion. Our decisions are considered final. If you see a post that violates these Terms and Conditions in some way, please report it using the Site's tool for reporting posts that violate these Terms and Conditions. □ If you choose to reply to an offensive/abusive post on this Site, please do so respectfully. Your post is subject to the same Terms and Conditions as the original post, even if the original post violates the Terms and Conditions. □ Although Choose Philippines, its parent company, affiliates and/or its agencies may monitor postings and transmissions to the Site, it is not obligated to do so and will not be liable for any Submissions on the Site. Neither Choose Philippines nor its parent company, affiliates or agencies endorse any information or other portion of any Submission uploaded, stored, processed, posted, transmitted, distributed, published or otherwise submitted to or through the Site.

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**TERMINATION.** We shall not be liable to you or any third party for termination of the Site. Should you object to any Terms and Conditions of the Site or any subsequent modifications thereto or become dissatisfied with the Site in any way, your only recourse is to immediately discontinue use of the Site.

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