



LEGAL NOTICE

TERMS OF USE OF THE WEBSITE <http://www.showoffyourforest.com>

The online communications agency, **EASYMATIC SL**, with VAT nº B86310414 and registered office at Calle Rafael Calvo, 29 - 28010 Madrid, organizes for **FOREST EUROPE Liaison Unit Madrid** (hereinafter, FOREST EUROPE), the online photo and video contest called "Show Off Your Forest" (hereinafter, THE CONTEST') posted on the website <http://showoffyourforest.com/>.

FOREST EUROPE and EASYMATIC SL offer Internet users free of charge the website <http://www.showoffyourforest.com> (hereinafter, the WEBSITE) to enter, if they meet the requirements, the "SHOW OFF YOUR FOREST Contest" (here in after, the CONTEST), and to visit and/or vote for the photos submitted to the CONTEST on the WEBSITE. This contest is organized by FOREST EUROPE in order to encourage, acknowledge, publicize and reward creativity in photography to promote the values of FOREST EUROPE.

1.-Purpose and modification of conditions

FOREST EUROPE offers USERS the possibility to enter the CONTEST through the WEBSITE or just to visit it and/or vote for the photos submitted to the CONTEST, provided they do so in accordance with the provisions of these GENERAL CONDITIONS.

In any event, FOREST EUROPE reserves the right to alter or delete the content, structure, design, services and conditions of access and/or use of this website whenever it deems appropriate, at any time without notice.

2.-Requirements for access and use of the WEBSITE

To enter the CONTEST through the WEBSITE it is a prerequisite to be registered as a USER. Access and/or use of the WEBSITE is completely voluntary and gives whoever does so the status of USER. Any USER, whether or not registered as a participant on the WEBSITE, from the time of access, accepts the content of these "General conditions" without reservations. Therefore, the USER must read these conditions carefully before access.

3.-General Principles – User Responsibility

The USER agrees to use the service provided by the WEBSITE according to current law, the principles of good faith and generally accept uses and not to contravene public order or the provisions of these Conditions with his actions using the website. Therefore, any use for unlawful purposes or which harms, prevents, may damage and/or overload, in any way, the use and normal operation of the WEBSITE, or which directly or indirectly threatens the latter or any third party, is strictly prohibited

The WEBSITE USER agrees to provide true and accurate information about himself in the CONTEST entry form.



4.-Conditions to be met by Users who wish to establish a hyperlink between their website and the WEBSITE

It is forbidden to reproduce pages from the WEBSITE via hyperlink from another website, only access to such pages being allowed.

In no case may it be understood that FOREST EUROPE authorizes the hyperlink or has in any way supervised or assumed the services or content offered by the website from which the hyperlink is produced.

No false, incorrect or inaccurate statements or references may be made about the pages and services of FOREST EUROPE. The page from which the hyperlink is established may contain no distinguishing mark making referring to the WEBSITE except the signs included in the hyperlink itself.

The creation of any kind of browser or border environment on the WEBSITE pages is strictly prohibited.

It is forbidden to include content contrary to the rights of third parties or contrary to accepted morality and mores, or unlawful content or information on the website from which the hyperlink is established.

The existence of a hyperlink between another website and the WEBSITE does not imply the existence of relations between FOREST EUROPE and the owner of that website or the acceptance and approval of its content and services.

5.-User Responsibility

The USER is solely responsible for the use of the WEBSITE and full compliance with these GENERAL CONDITIONS. Therefore, the USER agrees to keep his access codes, passwords or similar data assigned to access the WEBSITE and its services secret, with the status of confidential and proprietary information, being liable for any damages of any nature arising from misuse by himself or by third parties, suffered either by the USER himself, such damages being deemed the result of his negligence, or by FOREST EUROPE as a result of breach of these GENERAL CONDITIONS.

Any breach of these GENERAL CONDITIONS may result in the relevant civil or criminal proceedings, in or out of court, against the USER, who shall indemnify FOREST EUROPE against any complaints, claims or damages it may suffer as a result of such breach.

6.-Disclaimer

FOREST EUROPE does not guarantee or take responsibility, under any circumstances, for the following situations and content, or for any damages arising there from:

- Lack of availability, continuity, access, maintenance and effective operation of the WEBSITE and/or its services and updating, accuracy, completeness, relevance, timeliness and reliability of its content, whatever difficulties and problems of a technical or any other nature may be the cause of such situations.



- The transmission and/or existence of viruses or other elements or programmes harmful to users' computers, which may affect them as a result of access, use or browsing of the site, or which cause changes to their electronic documents or files.
- Unlawful, negligent or fraudulent use, impersonating another person or contrary to the content of these GENERAL CONDITIONS, good faith, generally accepted uses or public order, of the WEBSITE and its services by USERS.
- Except for those signs that are part of the hyperlink itself, the website on which the hyperlink is established shall contain no brand, trade name, establishment sign, name, logo, slogan or other distinctive sign belonging to FOREST EUROPE.
- Breaches or violations of the law, usages and customs in force concerning intellectual and industrial property rights, business or contractual secrets, and third party rights of privacy, honour, image, property, publicity or competition, among others.
- Defects or deficiencies in the content and/or services accessed through the WEBSITE.
- Receipt, storage, retrieval, distribution or transmission by USERS of the content of the WEBSITE. Knowledge of any information possessed or used by unauthorized third parties about the characteristics and circumstances of use of the content and services of the WEBSITE by USERS.
- Non-fulfilment by third parties of their obligations or guarantees arising from or incurred in relation to the services provided to USERS through the WEBSITE, and the lack of quality, reliability, consistency with the offer, lawfulness, usefulness and availability of the services provided by third parties and offered to USERS on these sites.

The above list is merely by way of example and is in no way exclusive in any of its points. In all cases, FOREST EUROPE DISCLAIMS ANY LIABILITY FOR ANY DAMAGES OF ANY NATURE ARISING DIRECTLY OR INDIRECTLY FROM THEM OR FROM ANY OTHERS OF A SIMILAR KIND NOT SPECIFIED.

7.-LINKS

The WEBSITE content includes links to sites owned and/or managed by third parties in order to provide access to information and services available through the Internet.

FOREST EUROPE bears no liability arising from the existence of links between the content of the WEBSITE and external content or from any other mention of content external to this site. In this respect, the USER agrees to take the utmost care when accessing or using the content or services of the sites accessed through such links.

8.-Intellectual and Industrial Property Rights

The text, designs, images, databases, logos, structure, brands and other elements of this site are protected by the laws and international treaties on intellectual and industrial property. Any reproduction, transmission, adaptation, translation, modification, public communication or any other use of all or part of the content of this site, conducted in any way or by any electronic, mechanical or other means, is strictly prohibited without the prior written consent of FOREST EUROPE. Any infringement of these rights may result in the applicable civil or criminal proceedings, in or out of court.



FOREST EUROPE grants no licence or authorization for any kind of use of its intellectual and industrial property rights or any other property or right related to the WEBSITE or its services or content.

The legitimacy of the intellectual or industrial property rights over the content provided by third parties is the sole responsibility of the latter.

In order to preserve any intellectual property rights, in the event that any USER or third party considers that there has been a violation of their legitimate rights by the insertion of a particular content on the WEBSITE, they should report this situation using the following email: sfmcontest@foresteurope.org

- Personal identification details of the holder of the rights allegedly infringed. If the complaint is submitted by anyone other than the person concerned, they must indicate on whose behalf they are acting.
- Indication of the content protected by the intellectual property rights and its location on the WEBSITE.
- Proof of the existence, ownership and validity of such intellectual property rights.
- Explicit statement in which the person concerned takes responsibility for the accuracy of the data and information provided in the notification referred to in this point.

9.-Applicable Law and Jurisdiction

These GENERAL CONDITIONS are governed by the European legislation [Regulation \(EC\) N° 45/2001](#) adopted by the Council of the European Parliament on 18 December 2000.