



**INTERNATIONAL  
ANIMATION  
*AWARDS 2010***

THE FRENCH INVASIONS OF PORTUGAL AND THE LINES OF TORRES VEDRAS

**TERMS  
AND PRIVACY**

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[www.bang-awards.com](http://www.bang-awards.com)



## 1. Acceptance

On using, accessing and / or visiting this Website (which includes all available Content and whose domain is **bang-awards.com**, hereinafter referred to as "Bang-Awards Website", "the Bang-Awards" or, simply, the "Website") you immediately agree to the present Terms and Privacy. If you do not agree to the present terms, please do not use, nor access the bang-awards website.

## 2. Bang-Awards Website

The present Privacy Conditions apply to all users of bang-awards.com, including users who have also contributed animation content and other materials and services to the Website. Bang-awards.com may include links to other third party websites which are not the property of Bang-Awards nor are controlled by the Website. Bang-Awards does not have control over, nor does it assume any responsibility for content, privacy policies or practices on third party websites. Such being the case, it will not nor can it censor or otherwise edit any content on third party websites.

On using the Website, I expressly release Bang-Awards from all and any responsibility for anything which might occur from use of third party websites. Therefore, I am cautioned to be careful whenever I leave the Bang-Awards website and know that I should read the Terms and Privacy policy of each and every website I visit.

## 3. Access to the Website

**3.1.** Bang-Awards hereby gives permission to use the Website as described in this Service Agreement:

**(1)** use of the Website is restricted to my own personal, private, exclusive,

non-commercial use, as described in this Service Agreement;

**(2)** I undertake not to copy nor to distribute any part of the Website through any medium whatsoever without the prior written permission of bang-awards.com;

**(3)** I will not alter nor modify any part of the Website in any way which would not be deemed reasonable and necessary so as to use the Website for what it is intended;

**(4)** I accept the Terms and Privacy of this Service Agreement.

**3.2.** In order to be able to access some of the content on this Website, I will have to create a personal account and supply reliable, truthful and complete information. I shall be absolutely responsible for all activities which occur on my account and shall keep my password secure. I will immediately notify Bang-Awards of any security breach or unauthorised use of my account. However, Bang-Awards will not be held responsible for any and all losses caused by any unauthorised use of my account. I shall be held responsible for any losses caused by any unauthorised use of my account. I shall be held responsible for any damages to Bang-Awards or third parties as a result of any unauthorised use of my personal account. I undertake never to use any other account without permission from Bang-Awards.

## 4. Intellectual Property rights

**4.1.** The contents of the Bang-Awards Website, except for the Submission / Entry (as is defined below), includes, without limitation, text, software, banners, graphics, photographs, sound, music, videos, interactive features, Content,



registered trademarks, service marks and logos which form part of same ("Marks") are the property of or are licensed to bang-awards.com and are exclusively provided for private, personal use and information, and should not be used, copied, reproduced, distributed, transmitted, broadcast, exhibited, sold, licensed or, in any other way exploited for any other purpose, without the written consent of the respective owners. Bang-Awards, moreover, reserves all rights in the Website and the Content not expressly mentioned in this agreement.

**4.2.** I agree not to use, copy or distribute any other Content which is not expressly mentioned here, for any commercial end, including the use, copy or distribution of the any third party Submission / Entry obtained from the website. Furthermore, I agree not to act in any way which disables, interferes with or breaches the security of any part of bang-awards.com or other parts which prevent or restrict the use or copying of any Content or which compromise the application of limitations on the use of **bang-awards.com**.

## 5. Notification of violations of copyright

**5.1.** Any and all unauthorised copying or distribution of copyrighted Content is a violation of the rights of the author in question. As described, and in specific circumstances (including repeat offences), Bang-Awards may revoke the right of the user or users who infringe any copyright, intellectual property or any other rights. If you are the copyright holder and you believe that the Bang-Awards Website is hosting or linking directly to your work in breach of your rights, please inform us of such breach at the following address:

**Attn:**  
**Direcção Nau Identidade**

**Nau Identidade**  
**Rua Serpa Pinto, 18**  
**Páteo Amarelo, 1º C e D**  
**2560-363 Torres Vedras**  
**Portugal**

**info@bang-awards.com**

**5.2.** To comply with current legislation, notification of any alleged breach in relation to Bang-Awards must be made in writing and addressed to the above-mentioned company and must include, without exception, the following:

- A.** The physical or electronic signature of the owner (or a person delegated to act for the owner) of the exclusive right that has allegedly been infringed;
- B.** Specific information about the copyright of the work which is the subject of the alleged infringement or, in the case of more than one piece of copyrighted work being included in one notification, each work allegedly infringed must be listed;
- C.** Sufficient information to allow Bang-Awards to find and identify the work promptly (e.g. title, position on the Website, etc.)
- D.** Sufficient information to allow Bang-Awards to contact the claimant directly, with complete name and address, telephone number and e-mail address;
- E.** A declaration by the claimant that they believe, in good faith, that the improper use of the work or works has not been authorised by the copyright holder, by his or her agent or by the law;
- F.** A declaration / confirmation requesting that Bang-Awards take specific action in respect of the alleged infringe-



ment (e.g. removal, restricted access or disablement);

**G.** A declaration which states that the information included in the claim is true and that the signatory is authorised or is the holder of a copyright or any other, under penalty of criminal proceedings.

## 6. User submissions (“Entries”)

Materials should be submitted to Bang-Awards in accordance with the Agreement of Submission. No material should be submitted to the Bang-Awards Website without signing or accepting the respective Agreement of Submission.

## 7. Disclaimer

**7.1.** I agree that use of bang-awards.com is at my own risk. Up to the limitations imposed by law, Bang-Awards, its shareholders, directors, employees, and agents renounce all guarantees, expressed or implicit, in connection with the Website and its use. Bang-Awards does not guarantee the accuracy or completeness of the content of the website, nor the content of any websites linked to it, nor does it assume responsibility for any:

- (1)** Errors, mistakes or inaccurate content;
- (2)** Personal injury or damage to property of any kind resulting from my access to and use of the Website;
- (3)** Unauthorised use of our servers, personal information / data and / or financial information stored there;
- (4)** Interruptions or cessation of transmission to and from our Website;
- (5)** Bugs, viruses, Trojan horses or similar which might be transmitted from or through our Website by third parties;

**(6)** Errors or omissions, of any content, or any loss or damage, resulting from the use of any public content, any content sent by e-mail, any content transmitted or made available through bang-awards.com. Bang-Awards does not assume responsibility for products or services publicised or offered by third parties through bang-awards.com or any website linked or highlighted on banners or any other publicity format. Bang-Awards will not be responsible for any transaction between myself and third parties, suppliers of products or services, who are publicised on the Website in any way or in any environment.

The abovementioned limits to responsibility shall be applied to the maximum permitted by law in the jurisdiction in question.

**7.2.** I acknowledge that Bang-Awards will not be held responsible for submissions or for any defamations, offences or illegal conduct by third parties and that the risk of damage or of any other loss is entirely mine.

**7.3.** The Website is controlled and offered by Bang-Awards from its head office in Torres Vedras. Bang-Awards does not guarantee its availability or access in other places and those who visit or use it from other jurisdictions do so of their own volition and are responsible under the applicable Portuguese laws.

## 8. Damages and Compensation

From this time forward, I undertake to protect, excuse from any responsibility and compensate Bang-Awards, its associated companies, shareholders, directors, employees and agents from any complaints, damages, obligations, losses, responsibilities, costs or debts and expenses (including, but not limited to all legal fees and costs) which result from:



**(1)** my use of and access to **bang-awards.com**;

**(2)** the infringement of any of the Terms and Privacy conditions;

**(3)** the infringement of any third party rights, including, without limitation, any copyrights, property rights or rights to privacy;

**(4)** any complaint about any part of their Entry which causes damage to a third party.

Bang-Awards shall retain these rights after the term of the competition.

## 9. Capacity to accept the Service Agreement

I confirm that I am 18 years of age and I agree to these Terms and Privacy, obligations, affirmations, representations and guarantees covered by this Service Agreement.

## 10. Dissolution of Contract

I cannot relinquish my contractual status to any third party without the express consent of Bang-Awards. Bang-Awards can relinquish its contractual status without any consent.

## 11. General

### 11.1. I agree that:

**(1)** the Bang-Awards Website should be considered only from its head office in Torres Vedras, Portugal;

**(2)** Bang-Awards should be considered to be a passive website which does not raise legal questions, specific or general, in jurisdictions other than Portugal. This Service Agreement is governed by legislation in Portugal. Any complaint

or dispute between myself and Bang-Awards, relating to whole or part of bang-awards.com, shall be decided exclusively by an appropriate court of law in Torres Vedras, Portugal.

This Service Agreement and the Agreement of Submission, along with any other legal notification documents published on the Website shall constitute the entire agreement between myself and Bang-Awards with regard to its use.

**11.2.** If any term or condition of this Service Agreement were to be considered invalid by a court of law, its invalidity shall not affect the validity of the remainder of the terms or conditions, which shall remain in effect.

**11.3.** No relinquishment of any term or condition of the Service Agreement shall be considered to be a future or repeated relinquishment of this or any other term or condition. The non-revindication by Bang-Awards of any of the (stipulated) conditions of service does not constitute a discontinuance (relinquishment) of such condition.

**11.4.** Bang-Awards reserves the right to alter this privacy agreement at any time, without prior notice, and it is my responsibility to check for any such alterations. My use of bang-awards.com after any such alteration to these Privacy Conditions signifies my total and immediate acceptance.

**11.5.** Bang-Awards and I agree that any cause for action which results from or is related to bang-awards.com should be initiated up to one year after the term of the competition.



## 12. Privacy

We are committed to safeguarding the privacy of visitors to our website.

### 12.1. Information collected

We only collect information which we believe will enable us to offer an enhanced service. Thus, as with most other website operators, we use analytical and reporting technologies to record non-personal data.

### 12.2. Use of Personal Data

The personal data submitted to this website will only be used for the ends specified in the privacy policy or in relevant parts of the website. We will not, without your express consent, supply your personal data to third parties for direct marketing or any other use.

### 12.3. Security of Personal Data

We will take all reasonable precautions to prevent the loss, misuse or alteration of your personal information. The transmission of data by means of the internet is, obviously, inherently insecure and we cannot therefore guarantee the total security of information sent via the internet.

### 12.4. Contact

If you have any questions relating to these Privacy Conditions or the treatment of personal data, please write to us at

**[info@bang-awards.com](mailto:info@bang-awards.com)**.

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