

Shuttout Ltd: Terms and Conditions

Thank you for visiting our platform. By using our platform, you confirm that you accept these terms and conditions and that you agree to comply with them. Use of our platform is conditional upon your careful reading of these terms.

If you do not agree to these terms, you must not use our platform. By accessing and using our platform you confirm acceptance of our terms.

You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms and conditions and other applicable terms and conditions, and that they comply with them.

Who we are and how to contact us

This platform is operated by Shuttout Ltd ("we"). We are registered in England and Wales under company number 10497220 and have our registered office at Unit 4e Enterprise Court, Farfield Park, Rotherham, England, S63 5DB.

We are a limited company.

To contact us, please email contact@shuttout.com.

Our Services

We provide the social networking service available at our platform which is a platform used for organising photography contests ("Contests"). We provide electronic services ("Services") to our users ("you"/"Users"). The Services enable the performance of the following activities:

- (1) submitting photographs to Contests
- (2) organising Contests in the service
- (3) voting for photographs submitted to Contests
- (4) awarding and acquiring prizes

Registering with our platform and participation in the Contests is free but the Users have an option of choosing a paid "Premium Entry" to the Contests. More information on ['How it works'](#).

There are other terms that may apply to you

These terms and conditions refer to the following additional terms, which also apply to your use of our site:

- Our [Privacy Policy](#), which sets out the terms on which we process any personal data we collect from you, or that you provide to us. By using our site, you consent to such processing and you warrant that all data provided by you is accurate.
- Our [Cookie Policy](#), which sets out information about the cookies on our site.

We may make changes to these terms

We amend these terms from time to time. Every time you wish to use our site, please check these terms to ensure you understand the terms that apply at that time. These terms were most recently updated in February 2018.

We may make changes to our site

We may update and change our site from time to time.

We may suspend or withdraw our site

Our site is made available free of charge.

We do not guarantee that our site, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our site for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal. We recommend that our platform is not used as a sole storage for your photography.

You must keep your account details safe

In order to use our Services you must provide accurate registration information. If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.

We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms and conditions.

If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at contact@shuttout.com.

Rules of our Contests

We provide the platform to organise the Contests either by Us or by our Users by determining the Contest theme, duration, participation and requirements.

Participating Users can submit one photograph unless description of a Contest stipulates differently. They can enter the Contest either as:

- (i) 'Basic Entry' by uploading their photo for free; or
- (ii) 'Premium Entry' where a fee is payable for the participation in that Contest. This entry entitles a participant with the highest number of votes in the Premium Entry category to win a cash prize. The level of the cash prize available in a given Contest is determined by a number of Premium Entry participants and rises with each Premium Entry submitted to that particular Contest.

The payment for the Premium Entry is done through a User's active PayPal account or by Credit Card.

The Users vote for the winner.

The winner will be announced and contacted via mail or app after the conclusion of the Contest.

If the Winner entered the Contest via 'Basic Entry', they will be announced a Winner but they will not receive a cash prize. The person with the highest number of votes in the 'Premium Entry' category wins the cash prize, which will be converted and stored as Gold Shutters. Gold Shutters are points collected during our Contests. 10 Gold Shutters equal \$1. The Users can use Gold Shutters to pay for Premium Entries in other Contests or save them. When the Users have accumulated \$25 they can request to cash them. Such payout will be made to their active PayPal account less PayPal administrative fees.

The Users are responsible for payment of their own tax in accordance with local laws.

Please be aware that as a User you should be seeking a tax advice in the country of your permanent residence regarding how to pay tax on this winning. Every country may have a different law and different tax rates. Shuttout Ltd cannot provide any advice on the taxation. Shuttout Ltd will not be responsible if a User fail to pay the correct tax in the country of your permanent residence.

More detailed information about in ['How it works'](#).

Copyright

We are against 'right grab' and you retain copyright to your photographs. By using our platform and submitting your photographs you give us the right to display and reproduce it on our platform and to use it in our social media channels and marketing materials for promotion of Shuttout and our activities only.

By entering our Contests you represent and warrant that you are the original photographer or that you have copyright to the photographs and as such we have permission to use them as such you keep us indemnified against any claims. We reserve the right to remove your content and exclude you from the Contests if it comes to our knowledge that you do not have copyright to the photographs you submitted. We reserve our rights to pass to you any consequential loss incurred as a result of your such actions.

Uploading content to our site

Whenever you make use of a feature that allows you to upload content to our site, or to make contact with other users of our site, you must comply with the content standards set out in our Acceptable Use Policy.

You warrant that any such contribution does comply with those standards, and you will be liable to us and indemnify us for any breach of that warranty. This means you will be responsible for any loss or damage we suffer as a result of your breach of warranty.

Any content you upload to our site will be considered non-confidential and non-proprietary. You retain all of your ownership rights in your content, but you are required to grant us a limited licence to use, store and copy that content and to distribute and make it available to third parties in order to promote Shuttout, our Contests and other activities.

We also have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to our site constitutes a violation of their intellectual property rights, or of their right to privacy.

We have the right to remove any posting you make on our site if, in our opinion, your post does not comply with the content standards set out in our [Acceptable Use Policy](#).

You are solely responsible for securing and backing up your content.

We are not responsible for platforms we link to

Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked platforms or information you may obtain from them.

We have no control over the contents of those sites or resources.

User-generated content is not approved by us

This platform includes information and materials uploaded by other users of the site. This information and these materials have not been verified or approved by us. The views expressed by other users on our site do not represent our views or values.

Although the material uploaded must not be of illegal, pornographic, defamatory or offensive nature (and such content will be immediately removed and the user suspended), however we cannot guarantee the content that will be uploaded by our users.

If you find any of the content inappropriate and you wish to complain about information and materials uploaded by other users please contact us on contact@shuttout.com.

Our responsibility for loss or damage suffered by you

Whether you are a consumer or a business user:

- We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.
- We exclude all implied conditions, warranties, representations or other terms that may apply to our site or any content on it.
- We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:
 - use of, or inability to use, our site; or
 - use of or reliance on any content displayed on our site.
- In particular, we will not be liable for:
 - loss of profits, sales, business, or revenue;
 - business interruption;
 - loss of anticipated savings;
 - loss of business opportunity, goodwill or reputation; or
 - any indirect or consequential loss or damage.
- We will not be liable for damage that you could have avoided by following our advice to apply an update offered to you free of charge or for damage that was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.

We are not responsible for viruses and you must not introduce them

We do everything in our power to make our site secure or free from bugs or viruses but you must be aware that we cannot guarantee its safety.

You are responsible for configuring your information technology, computer programmes and platform to access our site. You should use your own virus protection software.

You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will cooperate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

Rules about linking to our site

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

We reserve the right to withdraw linking permission without notice.

The platform in which you are linking must comply in all respects with the content standards set out in our [Acceptable Use Policy](#).

If you wish to link to or make any use of content on our site other than that set out above, please contact: contact@shuttout.com.

ACCEPTABLE USE POLICY

Prohibited uses

You may use our site only for lawful purposes.

You may not use a false name or identity, fake accounts and automatic voting, and any other way of cheating during the process of collecting votes. You may not upload as own someone's photos, provide incorrect information and act dishonestly. If such activity is discovered we reserve the right to exclude you from our Contests, delete your account and seize its content, including if applicable any generated cash prizes, to cover admini-

strative costs.

You may not use our site:

- In any way that breaches any applicable local, national or international law or regulation.
- In any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect.
- For the purpose of harming or attempting to harm minors in any way.
- To send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards.
- To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).
- To knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

You also agree:

- Not to reproduce, duplicate, copy or re-sell any part of our site in contravention of the provisions of our terms and conditions.
- Not to access without authority, interfere with, damage or disrupt:
 - any part of our platform;
 - any equipment or network on which our platform is stored;
 - any software used in the provision of our platform; orany equipment or network or software owned or used by any third party.

Breach of this policy

When we consider that a breach of this acceptable use policy has occurred, we may take such action as we deem appropriate.

Failure to comply with this acceptable use policy constitutes a material breach of the terms and conditions upon which you are permitted to use our platform, and may result in our taking all or any of the following actions:

- Immediate, temporary or permanent withdrawal of your right to use our platform
- Immediate, temporary or permanent removal of any contribution uploaded by you to our platform.

- Suspend and delete your account and seize its content to cover administrative costs
- Issue of a warning to you.
- Legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach.
- Further legal action against you.
- Disclosure of such information to law enforcement authorities as we reasonably feel is necessary or as required by law.

We exclude our liability for all action we may take in response to breaches of this acceptable use policy. The actions we may take are not limited to those described above, and we may take any other action we reasonably deem appropriate.

Which country's laws apply to any disputes?

These terms and conditions, their subject matter and their formation, are governed by English law. You and we both agree that the courts of England and Wales will have exclusive jurisdiction.