

TERMS AND CONDITIONS FOR CONTENT PROVIDERS TO CITGO

PARTICIPANT AGREEMENT

By replying to the CITGO's consent request to participate in Chute (content aggregation tool) with the hashtag #yesCITGO you agree to these Terms and Conditions. CITGO doing business as BostonCITGOSign.com also agrees to abide by these Terms and Conditions. CITGO may terminate its Websites or its use of your content at any time at its discretion.

ALLOWABLE PARTICIPANTS

You must be 18 years of age or older and have the legal right to enter into this agreement and to grant any and all rights to your user generated content (Content) in the form of original photography, video or text.

NON-CONFIDENTIALITY

You understand and agree that your Content will be publically displayed and it will not be treated in confidence. In fact, many people from around the world will be able to view your Content and by replying to CITGO's request for consent you provide CITGO with the right to use and share your Content on their official websites including, but not limited to, BostonCITGOSign.com as well as in all of their social media channels including, but not limited to, Facebook, Twitter and Instagram.

CITGO RIGHTS TO USER GENERATED CONTENT

By replying to the CITGO's consent request to participate in Chute (content aggregation tool) with the hashtag #yesCITGO you are agreeing to these Terms and Conditions. You grant CITGO and affiliate agents a perpetual, transferable, non-exclusive, worldwide license to a) use, copy, transmit, distribute, reproduce, modify, create derivative works from, adapt, combine with other ideas or works, publish, translate, publicly perform, publicly broadcast and publicly display your Content (or any modification thereto) in whole or in part, in any format or medium now known or later developed and b) use (and permit others to use) your Content in any manner and for any purpose, including and without limitations: marketing, advertising, commercial or promotional purposes that CITGO or their affiliate agents deem appropriate.

You agree that you are solely responsible for your Content. CITGO is not required to host, display, or distribute any Content on or through their Websites and may remove Content at any time or refuse Content for any reason. CITGO is not responsible for any loss, theft, misuse or damage of any kind to your Content.

By replying to CITGO's consent request to participate in Chute (content aggregation tool) with the hashtag #yesCITGO, you represent and warrant that:

- you are at least 18 years of age, you have the legal right to enter into this agreement and you are not impersonating anyone else
- you own all rights in and to your Content including without limitation, all rights to the audio, video and or digital recording and performance contained in your Content (if any) and/or you have acquired all necessary rights to the elements appearing in your Content to enable you to grant the same rights to CITGO as described herein
- your Content is wholly original and does not infringe on the copyright, trademark, patent, trade secret or any other intellectual property rights, privacy rights, or any other legal or moral rights of any third party individual or entity

- you agree to release and allow all creative license and creative treatment in the use and production of your Content at the discretion of CITGO and its affiliate agents
- you voluntarily agree to waive all “moral rights” that you may have to your Content
- any information contained in your Content is not known to you to be false, inaccurate or misleading
- your Content does not violate any law
- you were not and will not be compensated or granted any consideration by any third party for submitting your Content
- you will not be compensated or granted any consideration in any way by CITGO for the use of your Content
- your Content does not incorporate materials from a third party website, copyright protected materials or personally identifiable information of anyone other than yourself
- your Content does not reflect negatively in any way upon CITGO or their marketing, advertising, commercial or promotional efforts

You agree to irrevocably release and forever discharge CITGO and its affiliate agents, subsidiaries, employees and third party providers from any and all actions, claims, damages, liabilities and demands, whether absolute or contingent and of any nature whatsoever, which you now have or hereafter can, shall or may have against CITGO and affiliate agents, subsidiaries, employees and third party providers or their respecting successor without limitation resulting from the use of your Content or anything contained therein by CITGO.

INDEMNIFICATION

You agree to indemnify, defend and hold harmless CITGO and its affiliate agents from and against any and all claims, liabilities, damages, losses, costs, expenses or fees (including a reasonable amount of attorney’s fees) that such parties may incur as a result of or arising from your breach of these terms and conditions. CITGO reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you and you agree to cooperate with CITGO’s defense of such claims.

MODIFICATIONS TO THESE TERMS AND CONDITIONS

CITGO may, at its sole discretion, change these Terms and Conditions at any time. Any such changes will be posted on BostonCITGOSign.com/chute-terms-and-conditions along with the new effective date

TAKEDOWN

Should you want your content removed from CITGO Website(s), you will need to send a message to the following: promotions@CITGO.info. Once CITGO acknowledges receipt of your email request, please allow 30 days for any action to take place.

LINKING, CRAWLING AND ARCHIVING

If you would like to link to the Website(s) of CITGO, you must comply with the following guidelines:

- you must not incorporate any content from this site into your site or social media channels by in-lining, framing or creating other browser or border environments around the Website Content. You may only link to, not replicate, the Website Content of CITGO
- you may not use any CITGO trademarks, logos, designs or service marks in your links
- you may not create the appearance of a relationship or affiliation with CITGO

- your site or social media channels may not contain offensive, distasteful, illegal or inappropriate Content

If you would like to use a web crawler or other search tool to gather information from CITGO's Website(s) you must comply with the provisions of the robots.txt file of the site and you may not circumvent CAPTCHA or other security measures.

OTHER CONDITIONS/RESTRICTIONS

CAUTION: Any attempt by any individual to deliberately damage any CITGO Website(s), tamper with the aggregation process or otherwise undermine the legitimate operation of the program maybe be a violation of criminal and civil laws. Should such an attempt be made, CITGO reserves the right to cooperate in the prosecution of any such individual(s) and to pursue all remedies to the fullest extent permitted by law.

GENERAL

These Terms and Conditions and the Privacy Statement together with any additional terms to which you agree when using particular elements of the Website(s) constitute the entire and exclusive agreement between you and CITGO.

GOVERNING LAW

These terms shall be governed by the laws of the state of New York. Should any and all legal disputes connected with the Content arise, resolution will take place in accordance with the laws of the state of New York.