ELIGIBILITY
The Lost in Translation video (LITV) contest (the “Contest”) is open to legal residents of the United States and the District of Columbia, except where prohibited by law. You must be 18-years of age or older to enter. Verification of your age may be required at the time you submit your entry. Employees, directors, officers or agents of Cengage Learning, Inc. or their affiliates (“Cengage” or the “Sponsor”) and members of the immediate families (parent, child, sibling and spouse of each) or households of any of the above are prohibited from entering the Contest. No purchase is necessary to enter the Contest. This Contest and eligibility are subject to all applicable federal, state and local laws and may be void where prohibited by law.

CONTEST PERIOD
The Contest begins at midnight (EST) on April 2, 2012. The contest ends on April 27, 2012. Entries must be received by midnight (EST) between April 2, 2012 and April 27, 2012 (the “Contest Period”). Only one entry per team is permissible. The Judging period will take place between April 2, 2012 at midnight and April 27, 2012 at 11:59PM (EST) (the “Judging Period”). All Contest times will be measured by the Sponsor's computer system clock.

HOW TO ENTER THE CONTEST
To enter the Contest you (“you” or “Entrant Team”) must post a video fitting the description and specifications outlined in “Entry guidelines” below (“Entry”).

Entry guidelines:
Entries that do not satisfy all the foregoing criteria will not be considered in the Contest, even if they are submitted during the Contest Period.

1) This contest is open to student enrolled in an intermediate Spanish language course, in a higher education college of University in the USA.

2) The entrant must provide a video to participate in the prize draw. The video must follow the following specifications:
   a. The video must not be longer that five minutes (300 seconds)
   b. The video must be posted on YouTube following the requirements described in the entry form available at the following URL:
      https://new.qualtrics.com/SE/?SID=SV_8iAR0UKMV04ZUHi&Preview=Survey&BrandID=cengage

3) Each entrant or Entrant Team must fill the registration form thoroughly (available at URL address
   https://new.qualtrics.com/SE/?SID=SV_8iAR0UKMV04ZUHi&Preview=Survey&BrandID=cengage ) to participate in the contest.

Limit
You may submit a maximum of one entry per team or per individual. Individuals can enter the contest only once, as a team member, or as an individual contestant. Once an Entry is submitted, you may not edit it or resubmit it with edits. Each submitted entry is final.

Copyright
All Entries submitted to the Contest must be original. You and your team must be the sole owner of any copyright and all other intellectual property rights in and to any Entry submitted. Your submission of each Entry is your acknowledgement, warranty and guarantee that you are
the author, creator and/ or sole owner of copyright(s) and other intellectual property rights in and to the Entry submitted. By submitting an Entry, you also represent and warrant that the Entries that you submit do not infringe on the copyright, right of publicity, privacy rights or any other intellectual property or other right of any other persons or entity, that you have secured any and all waivers and permissions necessary with respect to persons and subject matter in the Entry and that you have not submitted the Entry to any other contest. If the ownership of any Entry is contested in any manner, the Sponsor may disqualify that Entry. By submitting an Entry you agree to hold harmless and indemnify Heinle, Cengage Learning and each of their affiliates, and its and their officers, directors, employees, agents and representatives for any breach of these Official Rules and/or your representations and warranties made hereunder. Entries are the copyright of Cengage Learning and none will be returned, including copyrighted material that shall become the property of Cengage Learning.

Rights of Use
You shall retain the copyright to any Entry and all other rights thereto EXCEPT: by entering the Contest, you agree to have your submitted Entry edited, compiled and distributed to you and all other entrants of The Contest without any fee or other form of compensation. In addition, you hereby grant an unlimited royalty free license to the Sponsor to copy, display, perform, store, broadcast, distribute or otherwise use your Entry for any purpose. You also grant the Sponsor unlimited authority to sublicense such rights to any third party, including, but not limited to, affiliated companies or any trade association. You agree that the Sponsor shall have the exclusive right to edit, create derivative works of, adapt modify and publish your Entry and may use it in any media in association with the Contest without attribution or compensation to the Entrant, his or her successors or assignees or any other entity. You agree that the Sponsor will not be liable to you or to any third party for any use, editing, adaptation, modification and/or publication of any Entry.

Publicity and Advertising
Except where prohibited, participation in the Contest constitutes irrevocable consent to the Sponsor and their agents to use, record, reproduce, publish, display, perform, translate, and distribute, the names, likeness, voices, quotations, opinions and biographical information of Entrant, including, without limitation, any photograph or recording for promotional purposes in any media, worldwide, without further payment or consideration; and the name, likeness, voice and biographical information of any natural person appearing in the Entry, including without limitation any photograph or recording, for any promotional purpose in any media, worldwide, and/or for any other commercial or non-commercial corporate purpose, including without limitation use on merchandise or for marketing, without attribution or further payment or compensation to the Entrant, his or her successors or assigns or any other entity.

JUDGING THE CONTEST
Selection of the Winner
Entries will be judged by
1) A qualified panel of independent judges, named by Sponsor (the “Independent Judges”) based on the following criteria (the “Criteria”):
   • **Creativity in the usage of Spanish as second language** ,
   • **Clear connection to the theme “Lost in Translation”**
   • **Overall originality and creativity**
2) Open voting through the Heinle YouTube Channel (URL http://www.youtube.com/user/CengageHeinle). The votes will correspond to the number of “like” that corresponds to the entry.

Based on the Criteria, the Independent Judges will select 1 winning teams (the “#1 winning team”). Based on the voting results, the Sponsor will select 2 other winning teams (#2 winning team and #3 winning team).

Entrant Prizes
There are three prizes lots for winning participants:
#1 winning team: A $2000 grant to be used in a cultural study project, to be split equally between team members of the #1 winning team.
#2 winning team: A $1000 grant to be used in a cultural study project, to be split equally between team members of the #2 winning team
#3 winning team: One $25 Amazon gift card for each member of the #3 winning team.

Prizes will be remitted individually, after being shown the project proposal of the individual. The company reserves the right to cover the expenses upfront.

Prizes are non-transferable and no substitutions or cash redemption will be made.

Notification of Winner
The Winner will be notified of their prize by mail, telephone or email and will be required to sign an affidavit of eligibility and liability publicity release within the earlier of five (5) days of notification of, or redemption of, the Winner’s prize. Only one prize per person. Entry in the Contest constitutes permission to use the Winner’s name and likeness for publicity purposes, without further compensation, where permitted.

At the end of the Contest, visit www.cengage.com/community/lostintranslationcontest to see the Winners.

The Winners must claim their prizes within ten (10) business days of selection. If a winning Entrant fails to claim their prize within such ten business day period, the prize will be deemed forfeited. By entering the Contest each Entrant agrees to waive their right to any prize in the event that they do not claim the prize within the period set forth herein.

ADDITIONAL TERMS AND RULES
By entering or participating in the Contest, Entrants agree to be bound by these Official Rules. Entrants further represent and warrant, with respect to each Entry, that Entrants have obtained consent from any and all persons who appear in the Entry, or consent from their parent or guardian, where persons appearing are under 18.
Sponsor assumes no responsibility for electronic, hardware, programming or software malfunctions, or failures, internet of network connections, accessibility or availability, technical failures of any kind, unauthorized human intervention, the incorrect or inaccurate capture of any Entry or other information, or for the failure to capture any such information. Sponsor is not responsible for: (1) any incorrect or inaccurate information, whether caused by you or other Entrants, or by any of the equipment or programming associated with or utilized in the Contest; (2) technical failures of any kind, including, but not limited to, malfunctions, interruptions, or disconnections in phone lines, cable lines, or network connections or hardware or software; (3) unauthorized human intervention in any part of the Entry process or the Contest; (4) technical or human error, which may occur in the administration of the Contest or the processing of Entries; or (5) any injury or damage to persons or property which may be caused, directly or indirectly, in
whole or in part, from your participation in the Contest or receipt or use or misuse of any prize. The Sponsor is not responsible for lost, late, illegible, misdirected, mutilated, incomplete or postage due mail or entries. Proof of submission is not proof of receipt of an Entry by the Sponsor. Sponsor is not responsible for late, incomplete, incomprehensible, invalid technically incompatible or corrupt, or misdirected Entries, all of which are void. The Sponsor is not responsible for damage to Entries that occurs during the process of uploading or storage and makes no warranties as to the integrity, availability or functionality of any systems at the time of Entry or at any time. Sponsor reserves the right at its sole discretion to disqualify any individual it finds to be tampering with the entry process, operation of the Contest, or acting in violation of the Official Rules in an unsportsmanlike or disruptive manner.

If, for any reason, the Contest is not capable of running, as planned, by reason of infection by virus, worms, tampering, or other unauthorized technical or human intervention, fraud, technical or mechanical failures, or any other causes which, in the sole evaluation of the Sponsor, may compromise the administration, security, fairness or integrity of this Contest, Sponsor reserves the right, at its sole discretion, to cancel, terminate, modify or suspend the Contest, and select the Winner of the Contest, from the Entries received prior to the action taken, or in other such manner as deemed fair and appropriate by Sponsor, as allowed by law.

Entrants, by participating in this Contest, hereby waive and release, and agree to hold harmless the Sponsor all promotions and advertising agencies, and their respective parents, subsidiaries, affiliates, distributors, advertising and promotions agencies and all of their respective officers, directors, employees, representatives and agents, from and against, any and all rights, claims and causes of action whatsoever that they may have, or which may arise, against any of them for any liability, resulting injury or loss, including but not limited to any injury, loss, damage, whether direct, compensatory, incidental or consequential, to person, including death and property, arising in whole or in part, directly or indirectly, from their acceptance, possession, use or misuse of the prize in the Contest, or their participation in the Contest, or their participation in any Contest or prize related activity, or any travel related to the Contest or any travel for any prize related activity. The Winner also further acknowledges that Sponsor, its affiliates, subsidiaries, employees, officers, directors, and promotions and advertising agencies have neither made, nor are in any manner responsible or liable for, any warranty, representation or guarantee, expressed or implied, in fact or in law relative to any prize or this Contest including but not limited to quality, condition or fitness for a particular purpose.

The Winner is responsible for all applicable taxes and must sign an affidavit of eligibility and compliance with rules/release, and complete a W-9 form before prize can be received.

Visit www.cengage.com/community/lostintranslationcontest for the complete text of the Official Rules, or, unless prohibited by law, send an SASE to: Heinle, Cengage Learning, ATTN: LFT Contest, 20 Channel Center St, Boston, MA 02210 to have a copy sent to you. No purchase of payment is necessary and the Contest is subject to applicable federal, state and local law. The Contest may be void where prohibited. Cengage Learning reserves the right to discontinue the contest at any time.

PERSONAL INFORMATION and PRIVACY STATEMENT
The personal information collected through the Contest is subject to Sponsor's privacy statement set forth at http://www.cengage.com/privacy.

DISPUTES
Except where prohibited, Entrant agrees that:
This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to principles of conflict of laws, any and all disputes, claims and causes of action arising out of or connected with this Contest or any prize awarded shall be
resolved individually, without resort to any form of class action, exclusively in the federal or state courts located in the County of New York, State of New York, and the Entrant consents to the exercise of personal jurisdiction over them by any such courts for purposes of any such action or proceeding. Entrants will not be permitted to obtain awards for, and hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. Entrants further agree that any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, but in no event attorneys’ fees. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Entrant and Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice of law or conflict of law rules, which would cause the application of the laws of any jurisdiction other than the State of New York.

SPONSOR AND ADMINISTRATOR
Cengage Learning, Inc.
20 Channel Center St
Boston, MA 02210

IMPORTANT! READ CAREFULLY: This End User License Agreement (“Agreement”) sets forth the terms and conditions by which Cengage Learning, Inc. (“Cengage”, “we” or “us”) will make electronic access to the Cengage hosted online community (the “Community”) available to you (the “End User” or “you”). BY CHECKING THE “I ACCEPT THE AGREEMENT” BOX, YOU ACKNOWLEDGE THAT YOU HAVE READ ALL OF THE TERMS AND CONDITIONS, THAT YOU UNDERSTAND THEM AND THAT YOU AGREE TO BE BOUND BY SAME AND ALL APPLICABLE GUIDELINES AND RULES AND LAWS AND REGULATIONS GOVERNING THE USE OF THE COMMUNITY.

We reserve the right to change these terms and conditions from time to time. You acknowledge and agree that it is your responsibility to review the Community and these terms and conditions periodically and to be aware of any such changes. Your continued use of the Community after such changes will constitute your acknowledgement of the modified terms and conditions and agreement to abide and be bound by the modified terms and conditions. We will provide notice of such changes by posting a notice of the changes (which may include posting a new Agreement or reference to a new Agreement) on the Community, which changes shall be effective immediately upon such posting. In addition, when using the Community, you shall be subject to any posted guidelines or rules applicable to such use that may contain terms and conditions in addition to this Agreement. All such guidelines and rules are hereby incorporated by reference into and made a part of this Agreement.

1. Eligibility

Access to the Community is void where prohibited. The Community is intended solely for users who are eighteen (18) years of age or older or under 18 only if currently enrolled and attending college. Any registration by, use of or access to the Community by anyone under 18 and not in
college is unauthorized, unlicensed and in violation of this Agreement. By accessing the Community, you represent and warrant that you are 18 or older or enrolled in college, and that you agree to, and to abide by, all of the terms and conditions of this Agreement.

2. Registration Data; Account Security

In consideration of your use of the Site, you agree to (a) provide accurate, current and complete information about you as may be prompted by any registration forms on the Site (“Registration Data”); (b) maintain the security of your password and identification; (c) maintain and promptly update the Registration Data, and any other information you provide to Cengage, to keep it accurate, current and complete; and (d) be fully responsible for all use of your account and for any actions that take place using your account.

3. Proprietary Rights in Site Content; Limited License

All content on the Community is the proprietary property of Cengage or its licensors with all rights reserved, your own User Content or other users’ User Content. No such content may be modified, copied, distributed, framed, reproduced, republished, downloaded, scraped, displayed, posted, transmitted, or sold in any form or by any means, in whole or in part, without Cengage’s or other users’ prior written permission, except that the foregoing does not apply to your own User Content (as defined below) that you legally post on the Community. Provided that you are eligible for use of the Community, you are granted a limited license to access and use the Community and to download or print a copy of any portion of the content on the Community to which you have properly gained access solely for your personal, non-commercial (non-profit making) use, provided that you keep all copyright or other proprietary notices intact. Except for your own User Content, you may not upload or republish content on the Community on any Internet, Intranet or Extranet site or incorporate the information in any other database or compilation, and any other use of the content on the Community is strictly prohibited. Such license is subject to this Agreement and does not permit use of any data mining, robots, scraping or similar data gathering or extraction methods. Any use of the Community or the content on the Community other than as specifically authorized herein, without the prior written permission of Cengage, is strictly prohibited and will terminate the license granted herein. Such unauthorized use may also violate applicable laws including copyright and trademark laws and applicable communications regulations and statutes. Unless explicitly stated herein, nothing in this Agreement shall be construed as conferring any license to intellectual property rights, whether by estoppel, implication or otherwise. This license is revocable at any time without notice and with or without cause. IN THE EVENT THE EXPRESSED PURPOSE OF THE COMMUNITY OR A PORTION OF THE COMMUNITY IS TO PROVIDE A FORUM FOR THE MODIFICATION OF CONTENT SUBMITTED ON THE COMMUNITY BY USERS, SUCH PURPOSE SHALL BE EXPRESSLY POSTED BY CENGAGE ON THE COMMUNITY AND PARTICIPATION BY USERS IN SUCH FORUM SHALL CONSTITUTE PERMISSION FOR SUCH USERS’ CONTENT TO BE MODIFIED BY OTHER USERS. CENGAGE SHALL EXPRESSLEY ADVISE USERS WHEN CENGAGE CONTENT SUBMITTED ON THE COMMUNITY IS PERMITTED TO BE MODIFIED BY USERS.

4. Trademarks
5. User Conduct

You understand that the Community is available for your personal, non-commercial (non-profit making) use only. You represent, warrant and agree that no materials of any kind submitted through your account or otherwise posted, transmitted or shared by you on or through the Community will violate or infringe upon the rights of any third party, including copyright, trademark, privacy, publicity or other personal or proprietary rights; or contain libelous, defamatory or otherwise unlawful material. You agree not to upload or post any messages on the Community that do not pertain directly to material appropriate to the Community and include, but are not limited to, messages containing insults, complaints or personal information; exam or quiz answers; obscene, derogatory, or inappropriate language; messages that either promote or challenge a particular religious belief; messages that either promote or challenge a particular political cause or candidate; messages of a harassing, intimidating or bigoted nature; and information about illegal activities or information that could cause potential harm to others. In addition, you agree not to:

1. harvest or collect email addresses or other contact information of other users from the Community by electronic or other means for the purposes of sending unsolicited emails or other unsolicited communications;
2. use the Community in any unlawful manner or in any other manner that could damage, disable, overburden or impair the Community;
3. use automated scripts to collect information from or otherwise interact with the Community;
4. impersonate any person or entity, or falsely state or otherwise misrepresent yourself, your age or your affiliation with any person or entity;
5. upload, post, transmit, share, store or otherwise make publicly available on the Community any private information of any third party, including, addresses, phone numbers, email addresses, Social Security numbers and credit card numbers;
6. solicit personal information from anyone under 18 or solicit passwords or personally identifying information for commercial or unlawful purposes;
7. upload, post, transmit, share or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
8. use or attempt to use another's account, service or system without authorization from Cengage, or create a false identity on the Community; or
9. upload, post, transmit, share or otherwise make available unauthorized or unsolicited advertising, junk or bulk e-mail (also known as “spamming”), chain letters, any other form of unauthorized solicitation, or any form of lottery or gambling.
6. User Content Posted on the Site

You are solely responsible for all content you upload, publish or display (hereinafter, “post”) on or through the Community, or transmit to or share with other users (collectively the “User Content”). You may not post, transmit, or share User Content on the Community that you did not create or that you do not have permission to post. You understand and agree that Cengage may, but is not obligated to, review User Content and may delete or remove (without notice) any User Content or any other content on the Community in its sole discretion, for any reason or no reason, including User Content that in the sole judgment of Cengage violates this Agreement, or which might be offensive, illegal, or that might violate the rights, harm, or threaten the safety of users or others. We are not responsible for any failure or delay in removing such content. You are solely responsible at your sole cost and expense for creating backup copies and replacing any User Content you post or store on the Community or provide to Cengage.

We neither endorse nor assume any liability for the contents of any material uploaded or submitted by users of the Community, and you understand that although we may provide you storage space and access for User Content on the Community, we in no way endorse the User Content or deem the User Content to be suitable under the terms of this Agreement. Cengage may remove any and all content, including User Content, from the Community at any time for any reason or no reason. You hereby consent to such removal and waive any claim against us arising out of such removal of content (including User Content). You also understand that we reserve the right to conclude that the User Content is unsuitable in accordance with our standards, and we may come to such a conclusion even if it is based upon our opinion or mere suspicion or belief, without any duty to prove that our opinion or suspicion is well-founded and even if our opinion or suspicion is proven not to be well-founded or if we provide services to other users despite such users’ content having the same or similar characteristics as the User Content.

In addition, you may not use the Community to breach security of another account or attempt to gain unauthorized access to another network or server. Not all areas, features, functionalities, or capabilities of the Community may be available to you or other authorized users of the Community. You shall not interfere with anyone else's use and enjoyment of the Community. Users who violate systems or network security may incur criminal or civil liability.

We may investigate any reported violation of this Agreement or any complaints and take any action that we deem appropriate and reasonable under the circumstance to protect our systems, facilities, customers and/or third parties, including suspending or terminating without prior notice your account and access to the Community. In the event we take any corrective action, we shall not be obligated to refund to you any unused prepaid charges.

To comply with applicable laws and governmental requests, to protect our systems and customers or to ensure the integrity and operation of our business and systems, we may access and disclose any information we consider necessary or appropriate, including your profile information (including name and e-mail address), usage history, and User Content residing on our computer systems. We also reserve the right to report to appropriate law enforcement officials, regulators, or other appropriate third parties any activity that we suspect violates any
law. To the extent any inconsistency exists between any terms of our online privacy practices (if any) and our right to disclose under this Section, our right to disclose under this Section will control.

When you post User Content to the Community, you authorize and direct Cengage to make such copies thereof as Cengage deems necessary in order to facilitate the posting and storage of the User Content on the Community. By posting User Content to any part of the Community, you automatically grant, and you represent and warrant that you have the right to grant, to Cengage an irrevocable, perpetual, non-exclusive, transferable, fully paid, worldwide license (with the right to sublicense) to use, copy, publicly perform, publicly display, reformat, translate, excerpt (in whole or in part) and distribute such User Content for any purpose, commercial, advertising, or otherwise, on or in connection with the Community or the promotion thereof, to prepare derivative works of, or incorporate into other works, such User Content, and to grant and authorize sublicenses of the foregoing. You may remove your User Content from the Community at any time. Cengage does not assert any ownership over your User Content; rather, as between Cengage and you, subject to the rights granted to Cengage in this Agreement, you retain full ownership of all of your User Content and any intellectual property rights or other proprietary rights associated with your User Content.

7. Copyright Complaints

We respect the intellectual property rights of others and we prohibit users from uploading, posting or otherwise transmitting on the Community any materials that violate another party's intellectual property rights. When we receive proper Notification of Alleged Copyright Infringement, we promptly remove or disable access to the allegedly infringing material and terminate the accounts of repeat infringers as described herein in accordance with the Digital Millenium Copyright Act. If you believe that any material on the Site infringes upon any copyright which you own or control, you may send a written notification of such infringement to our Designated Agent.

7.1 Notification of Alleged Copyright Infringement

If you believe that your own copyrighted work is accessible on the Community in violation of your copyright, you may provide Cengage’s Designated Agent with a written communication as set forth in the Digital Millennium Copyright Act (“DMCA”), 17 U.S.C. § 512(c)(3) that contains substantially the following information:

1. Identify in sufficient detail the copyrighted work or intellectual property that you claim has been infringed so that Cengage can locate the material. For example, "The copyrighted work is my content that appears at ______________. If multiple copyrighted works at a single online site are covered by your Notification, you may provide a representative list of such works at that site.
2. Identify the URL or other specific location on the Community that contains the material that you claim infringes your copyright described in Item 1 above. You must provide Cengage with reasonably sufficient information to locate the alleged infringing material.
For example, "The content at the following URL infringes on my copyright: ______________________________.

3. Provide the electronic or physical signature of the owner of the copyright or a person authorized to act on the owner’s behalf.

4. Include a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law.

5. Include a statement by you that the information contained in your Notice is accurate and that you attest under the penalty of perjury that you are the copyright owner or that you are authorized to act on the copyright owner's behalf.

6. Include your name, mailing address, telephone number and email address. You may submit your Notification of Alleged Copyright Infringement to our Designated Agent by fax, mail, or E-Mail as set forth below: Cengage Designated Copyright Agent:
   Mr. William Sampson
   Cengage Learning, Inc.
   27500 Drake Road
   Farmington Hills, MI 48331
   Phone: 800-877-4253 ext. 8942
   Fax: 248-699-8074
   E-Mail: william.sampson@cengage.com

Please note that you may be liable for damages, including court costs and attorneys fees, if you materially misrepresent that content on the Community is copyright infringing. Filing a false form hereunder constitutes perjury.

Upon receiving a proper Notification of Alleged Copyright Infringement as described above, Cengage will remove or disable access to the allegedly infringing material and promptly notify the alleged infringer of your claim. Cengage also will advise the alleged infringer of the DMCA statutory Counter Notification procedure described below by which the alleged infringer may respond to your claim and request that Cengage restore this material.

7.2 Counter Notification

If you believe your own copyrighted material has been removed from the Community as a result of mistake or misidentification, you may submit a written Counter Notification to our Designated Agent pursuant to 17 U.S.C. § 512(g)(2) and (3). To be an effective Counter Notification under the DMCA, your Counter Notification must include substantially the following:

1. Identification of the material that has been removed or disabled and the location at which the material appeared before it was removed or disabled.

2. A statement that you consent to the jurisdiction of the Federal District Court in which your address is located, or if your address is outside the United States, for any judicial district in which the service provider may be found.

3. A statement that you will accept service of process from the party that filed the Notification of Alleged Copyright Infringement or the party's agent.

4. Your name, address and telephone number.
5. A statement under penalty of perjury that you have a good faith belief that the material in question was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled.

6. Your physical or electronic signature.

You may submit your Counter Notification to our Designated Agent by fax, mail, or E-Mail as set forth below: Cengage Designated Copyright Agent:
Mr. William Sampson
Cengage Learning, Inc.
27500 Drake Road
Farmington Hills, MI 48331
Phone: 800-877-4253 ext. 8942
Fax: 248-699-8074
E-Mail: william.sampson@cengage.com

If you send Cengage a valid, written Counter Notification meeting the requirements described above, Cengage will restore your removed or disabled material after ten (10) business days but no later than fourteen (14) business days from the date Cengage receives your Counter Notification, unless Cengage’s Designated Agent first receives notice from the party filing the original Notification of Alleged Copyright Infringement informing Cengage that such party has filed a court action to restrain you from engaging in infringing activity related to the material in question.

Please note that if you materially misrepresent that the disabled or removed content was removed by mistake or misidentification, you may be liable for damages, including costs and attorney's fees. Filing a false form on this page constitutes perjury.

8. Repeat Infringer Policy

In accordance with the Digital Millennium Copyright Act (DMCA) and other applicable law, Cengage has adopted a policy of terminating, in appropriate circumstances and at Cengage’s sole discretion, End Users who are deemed to be repeat infringers. Cengage may also at its sole discretion limit access to the Community and/or terminate the access to the Community of End Users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

9. Third Party Websites and Content

The Community may contain content belonging to third parties. Such content is not investigated, monitored or checked for accuracy, appropriateness or completeness by Cengage, and we are not responsible for any such content posted on, available through or installed from the Community. Inclusion of or permitting the use or installation of any such content does not imply approval or endorsement thereof by Cengage. If you decide to use or install any such content, you do so at your own risk and you should be aware that our terms and policies no longer govern.
The Community may provide, or third parties may provide, links to other World Wide Web sites or resources. Because Cengage has no control over such sites and resources, you acknowledge and agree that Cengage is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any content on or available from such sites or resources. You further acknowledge and agree that Cengage shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content available on or through any such site or resource.

10. User Disputes

You are solely responsible for your interactions with other Community users. Cengage reserves the right, but shall have no obligation, to monitor disputes between you and other users.

11. Privacy

By using the Community, you consent to have your personal data transferred to and processed in the United States. You agree to be subject to Cengage’s Privacy Policy which may be updated from time to time, as expressed in the most recent version that exists at the time of your use. The current Cengage Privacy Policy may be accessed here.

12. Disclaimers

Cengage is not responsible or liable in any manner for any user content or third party content posted on the Community, whether posted or caused by users of the Community, by Cengage, by third parties or by any of the equipment or programming associated with or utilized in the Community. Although Cengage provides rules for user conduct and postings, Cengage does not control and is not responsible for what users post, transmit or share on the Community and is not responsible for any offensive, inappropriate, obscene, unlawful or otherwise objectionable content you may encounter on the Community or in connection with any user content or third party content. Cengage is not responsible for the conduct, whether online or offline, of any user of the Community.

The Community may be temporarily unavailable from time to time for maintenance or other reasons. Cengage assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, user communications. Cengage is not responsible for any technical malfunction or other problems of any telephone network or service, computer systems, servers or providers, computer or mobile phone equipment, software, failure of email or players on account of technical problems or traffic congestion on the Internet or at any website or combination thereof, including injury or damage to End User’s or to any other person’s computer, mobile phone, or other hardware or software, related to or resulting from using or downloading materials in connection with the Web and/or in connection with the Community. You are solely responsible for providing, at your own expense, all equipment necessary to use the Community, including a computer, modem and your own Internet access (including payment of Internet Service Provider fees associated with such access). We reserve the sole right to either
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13. Limitation on Liability

IN NO EVENT WILL CENGAGE OR ITS SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS BE LIABLE TO YOU OR ANY THIRD PERSON FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING FOR ANY LOST PROFITS OR LOST DATA ARISING FROM YOUR USE OF THE COMMUNITY OR ANY OF THE COMMUNITY CONTENT ON, ACCESSED THROUGH OR DOWNLOADED FROM THE COMMUNITY, EVEN IF CENGAGE IS AWARE OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, CENGAGE’S LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO INJUNCTIVE RELIEF ONLY, UNLESS OTHERWISE PERMITTED BY LAW, AND SHALL NOT BE ENTITLED TO DAMAGES OF ANY KIND FROM CENGAGE, REGARDLESS OF THE CAUSE OF ACTION.
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14. Termination

Cengage may terminate your access to the Community and delete any content or information that you have posted on the Community for any reason, or no reason, at any time in its sole discretion, with or without notice, including if Cengage believes that you are under 18.

15. Export Controls

The Community provides services and uses software and technology that may be subject to United States Export Controls. You acknowledge and agree that the Community shall not be used, and none of the underlying software or technology may be downloaded or otherwise exported or re-exported (a) into (or to a resident of) Cuba, Iraq, Libya, North Korea, Iran, Syria, or any other country which the United States has embargoed goods; or (b) anyone on the United States Treasury Department's list of Specially Designated Nationals or the United States Commerce Department's Table of Deny Orders. By using the Community, you represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list.

16. Indemnification

You hereby agree to indemnify and hold Cengage and its affiliates, and each of their shareholders, directors, officers, employees and agents, harmless from and against any loss, liability, claim, demand, damages, costs and expenses, including reasonable attorneys’ fees, arising out of or in connection with any user content, any third party content you post or share on or through the Community, your use of the Community or your conduct in connection with the Community or with other users of the Community or any violation of this Agreement or of any law or the rights of any third party.

17. Governing Law; Venue and Jurisdiction

This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, excluding it principles of conflict of laws which would require the application of the law of another jurisdiction. With respect to any disputes or claims not subject to arbitration (as set forth below), you agree not to commence or prosecute any action in connection therewith other than in the state and federal courts of New York, and you hereby consent to, and waive all defenses of lack of personal jurisdiction and Community non conveniens with respect to, venue and jurisdiction in the state and federal courts of New York.

18. Entire Agreement
This Agreement constitutes the entire agreement between you and Cengage regarding the use of the Community, and supersedes any prior and contemporaneous agreements and understandings, whether written or oral, between you and Cengage regarding your use of the Community. The failure of Cengage to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision in that or any other instance. If any provision of this Agreement is held invalid, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.