

The Buckeye Room Terms of Use

Thank you for visiting The Buckeye Room website (“Website”). The Website is operated by The Ohio State University (“University”) and is a voluntary online community that allows the University to engage and obtain feedback from its alumni through surveys. The Website provides the University with a forum to answer questions, gather thoughts, and generate ideas while providing alumni with a convenient way to engage in more dialogue with the University. This dialogue will provide valuable information to University decision-makers while allowing users to communicate across a broad range of topics.

Use

By using the Website or selecting the “I ACCEPT” button during the process of registering an account on the Website, you agree to comply with and be bound by these Terms of Use and any and all applicable laws and University policies. You agree to use the Website to provide feedback and conduct dialogue with the University only as permitted in these Terms of Use. The Website may not be used for any illegal or unethical activities. You may not transmit any information or message that contains unlawful, threatening, fraudulent, libelous, defamatory, obscene, abusive, or other similar information or language. Hacking, other inappropriate access, or attempted access to unauthorized areas or information on the Website will lead to termination of your use of the Website and potential legal prosecution.

Use of the Website requires your completion of at least one survey per year. To participate in the Website surveys, you must first register an account. Registration of an account on the Website is free and available only to persons age 18 and over who have been formally invited by the University. You may update your account information and password at any time by visiting the My Profile section of the Website. You may not (i) use more than one account; (ii) use another person’s name or account; (iii) use a false or misleading name, address, or email address to activate or use an account; or (iv) provide any false or misleading information in registering or participating on the Website.

Your access to the Website will continue from the date of registration until termination by you or the University. You may terminate your participation at any time by clicking on the unsubscribe link provided on the Website. The University may terminate your use of part or all of the Website at any time for any reason determined in the sole discretion of the University including, but not limited to, violation of these Terms of Use, misuse, or inactivity. The University may terminate the Website in its entirety at any time for any reason.

The Website is intended for your personal, non-commercial use. You may not reproduce, duplicate, copy, or sell Website content, or use the Website for commercial purposes or any purposes other than those stated in these Terms of Use. Using the Website does not give you any intellectual property rights in the Website or the content that you provide or access. You may not use content, branding, logos, photographs, or other materials from the Website. You are responsible for complying with any and all intellectual property laws in submitting information, text, photographs, or other materials to the Website. To the extent you share content on the Website, if applicable, you grant the University a royalty-free worldwide license to

use, reproduce, modify, communicate, publish, display, and distribute such content to further the purposes of the University.

The University reserves the right, but undertakes no obligation, to edit, move, or delete any content added to the Website, in its sole discretion, without notice.

As a convenience, you may have limited access to the Website using certain mobile devices and with a mobile device application. For full access to features and information, please access the web-based application using a web browser.

Security

You will be solely responsible for maintaining the security and confidentiality of your account, and you may not authorize others to use your account. You are solely responsible for all usage or activity on your account including, but not limited to, use of your account by any person who uses your account, with or without authorization. You may not license, transfer, sell, assign, or provide your registration information and/or use of the Website to any third party.

You agree to keep your account password confidential and maintain adequate security on your computer and network. You agree to notify the University immediately if you suspect any unauthorized use of your account.

You may receive email messages from the University in relation to the Website to provide announcements, administrative messages, and other information. Any person with access to your emails will be able to see these notifications.

The Website's Privacy Policy describes the protection and use of your personal information.

Contests

Through participation in the Website, you may become eligible for a drawing or giveaway ("Contest"). You will be provided with information on the requirements to enter each Contest, and no purchase or payment will be necessary to enter or win each Contest. By accepting any Contest prize ("Prize"), a Contest winner consents to the University's use of the winner's name, address, email address, and telephone number for purposes of administering and publicizing a Prize.

All Prizes are non-refundable and may not be exchanged for cash. The Contest winner is responsible for any additional charges and all local, state, and federal taxes relating to a Prize. The University assumes no responsibility for a Contest winner's tax and/or legal obligations and strongly recommends that winners consult their tax and/or legal advisor because Prizes could have material adverse consequences with respect to taxes, income, government entitlements, or other benefits, or other legal, financial, or other matters. If required by law, the University will file the necessary forms with the appropriate taxing authorities to report the value of a Prize. All Contests are void where prohibited by law, and all federal, state, and local laws and regulations apply.

By accepting a Prize, a Prize winner agrees: (1) to be bound by these Terms of Use, (2) that the winner's name and/or likeness may be disclosed to and used by the news media and may otherwise be used by the University for publicity purposes in area newspapers or other media including other print venues, television, radio, and online, including the University's website, and (3) to indemnify, release, and hold harmless the University and its Board of Trustees, officers, and employees from any and all losses, damages, costs, expenses, rights, claims, and actions of any kind arising in connection with a Contest or resulting from acceptance, possession, use, or misuse of a Prize. The University does not provide any guarantee or warranty, express or implied, in connection with a Prize, and the University accepts no liability or responsibility regarding a Prize. In no event shall the University or its Board of Trustees, officers, and employees be liable to any party for any direct, indirect, consequential, special, exemplary, punitive, or other monetary damages, fees, fines, penalties, or liabilities of any person or entity under any circumstances in relation to a Prize.

For some Contests, additional terms or requirements may apply and will be posted on the Website. Such additional terms become part of these Terms of Use.

These Terms of Use

Enforceability

If a particular term is not enforceable, that will not affect the enforceability of any other terms. If you do not comply with these Terms of Use, but the University does not take action, the University is not waiving any rights that it may have.

Modification

These Terms of Use are subject to change from time to time. You will be notified of such changes by a posting on the Website, and such changes will become effective upon the provision of such notice. If you do not agree to these Terms of Use or the modified Terms of Use, you should discontinue your use of the Website.

Release and Indemnification

The University or its third party vendors shall not be liable for any direct, indirect, consequential, special, exemplary, punitive, or other monetary damages, fees, fines, penalties, or liabilities arising out of or relating to the Website. You agree to indemnify, release, and hold harmless the University and its Board of Trustees and its third party vendors and their respective officers and employees from any and all losses, damages, costs, expenses, rights, claims, and actions of any kind in connection with your access to or use of the Website.

No Warranties

BY USING THE WEBSITE, YOU UNDERSTAND AND ACKNOWLEDGE THAT THE WEBSITE AND ANY CONTENT OR INFORMATION PROVIDED ON OR BY THE WEBSITE IS PROVIDED ON AN "AS-IS" BASIS. THE UNIVERSITY AND ITS THIRD PARTY VENDORS DO NOT MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF

MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NOR ARE THEY RESPONSIBLE FOR ANY ACTION TAKEN BY YOU IN RELIANCE UPON THE INFORMATION PROVIDED THROUGH THE WEBSITE.

Disclaimer

The University or its third party vendors are not responsible for unavailable network connections; failed, incomplete, garbled, or delayed computer transmissions; online failures; hardware, software, or other technical malfunctions or disturbances; or any other communications failures or circumstances affecting, disrupting, or corrupting the Website in any manner including, but not limited to, receipt of survey invitations, your ability to participate in the Website or any survey or Contest, or collect any Prize. The University or its third party vendors are also not responsible for any damage to your computer occurring during or relating to participation in the Website or downloading of any information or other actions necessary to participate in the Website.

Governing Law

The laws of the State of Ohio govern these Terms of Use, without regard to its conflict of law provisions.

Effective September 25, 2014