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# Submissions

The Site may offer you an opportunity to submit creative ideas, concepts, know-how, techniques, suggestions, opinions, votes, content or materials (collectively, “Submissions”) in connection with various features on the Site. To the extent you submit any Submissions, you are automatically granting the NCAA a perpetual, royalty-free, non-exclusive, unrestricted, worldwide and irrevocable right and license to use, reproduce, modify, publish, translate, prepare derivative works based upon, distribute, perform and/or display such Submissions, in whole or in part, in any form, media or technology now known or hereafter developed for any purpose, including, but not limited to, advertising and promotional purposes, and to sublicense such rights to others (collectively, “Rights”). All Submissions, whether solicited or unsolicited, shall become and remain the property of the NCAA. This means that anything submitted by you to the Site may be used by the NCAA for any purpose, now or in the future, without any payment to, or further authorization by, you. The NCAA also has the right, but not the obligation, to use your name in connection with the broadcast, print, online or other use or publication of your Submission.

* 1. Solicited Submissions: At times, the NCAA may solicit Submissions from visitors to the Site, including, but not limited to, information, ideas, artwork or other materials. For information on how solicited Submissions will be used, please review any notices of planned use posted where we solicit the Submission. Your provision of information in response to such a solicitation is a grant by you to the NCAA of the Rights described above. To the extent the Site affords you the opportunity to submit comments, we ask you to not use vulgarity, profanity or insults in such comments. You are free to disagree (even vehemently) with what we have to say, but we ask that you do so in a respectful manner. A comment may be removed for the above reasons or if it is hurtful, spiteful, libelous, slanderous or fails to contribute to the ongoing conversation on the Site.
	2. Unsolicited Submissions: The NCAA welcomes your feedback and suggestions about how to improve our services, products, and this Site. Ideas, suggestions, and inventions are often considered by the person submitting them to be of a proprietary nature and to have value. It is only prudent, therefore, in fairness to both the person submitting an idea, suggestion, or invention, and the NCAA, that they reach a prior understanding in respect to the basis on which the NCAA will receive and give consideration to the idea, suggestion, or invention. As such, unless you have contacted the NCAA in advance to memorialize the confidentiality of disclosures or submissions of ideas, suggestions, or inventions from you, the NCAA will accept the submission on a NONCONFIDENTIAL BASIS. Accordingly,

unless you have entered into a specific written understanding with the NCAA regarding your submission, the NCAA recommends that your content not contain any third party proprietary or confidential information. Further, unless otherwise agreed in a writing between the NCAA and you, the NCAA is free to use for any purpose whatsoever and shall own any ideas, concepts, know-how, techniques, and suggestions contained in any communications you send to this Site, including, but not limited to, creating and marketing products or services using such information. Without limiting the foregoing, the NCAA assumes no responsibility for reviewing Unsolicited Submissions and we will not incur any liability as a result of any similarities between your Submissions and future NCAA products or programs.

# Votes, Contests, and Sweepstakes

The Site may offer you opportunities to vote in connection with certain events and also to enter contests and sweepstakes. By casting a vote or entering contests or sweepstakes, you signify your agreement to all special terms set forth on the Site applicable to the balloting, contest or sweepstakes, as well as to the terms set forth in these Terms.

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* Uploading or otherwise transmitting any communication or content that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information or proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
* Uploading or otherwise transmitting any communication or content that infringes any patent, trademark, trade secret, copyright, or other proprietary rights of any party;
* Uploading or otherwise transmitting any unsolicited or unauthorized advertising, promotional materials, “junk mail,” “spam,” “chain letters,” “pyramid schemes,” or any other form of solicitation, except in those areas that are designated for such purpose;
* Impersonating any person or falsely stating or otherwise misrepresenting your credentials, affiliation with any person, or the origin of any information you provide;
* Engaging in unauthorized robots, spiders, offline readers, or like devices, scraping, or harvesting of content or information, or using any other unauthorized automated means to compile information, or any other means that accesses the Site in a manner which sends more request messages to the Site server in any given period of time than a typical human would normally produce in the same period by using a conventional on-line Web browser to read, view, and submit materials;
* Obtaining or attempting to gain unauthorized access to other computer systems, materials, information, or any services available on or through the Site;
* Using any device, software, or routine to interfere or attempt to interfere with the proper working of the Site or any activity conducted on the Site or attempt to probe, scan, test the vulnerability of, or breach the security of any system, device, or network;
* Circumventing, reverse engineering, deciphering, decompiling, disassembling, decrypting, or otherwise altering or interfering with (or attempting, encouraging, or supporting anyone else's attempt to engage in such activities) any of the software comprising or in any way making up a part of the Site. The use or distribution of tools designed for compromising security (e.g., password guessing programs, cracking tools, or network probing tools) is strictly prohibited;
* Taking any action that imposes an unreasonable or disproportionately large load on our network or infrastructure;
* Uploading or otherwise transmitting any communication, software, or material that contains a virus or is otherwise harmful to our or our users' computers, devices, or systems; or
* Engaging in any other conduct that restricts or inhibits any person from using or enjoying the Site, or that, in our sole judgment, exposes us, users, or any other third party to any liability, damages, or detriment of any type.

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	2. Sites, services or browsers other than Commercial Sites (e.g., fan sites, chamber of commerce sites, search engines, widely available Internet browsers) (“Permissible Sites”) may link to the Site without the express written permission of the NCAA if such link is: (i) a “word” (as opposed to a “logo”) link (e.g., “NCAA.org”); and (ii) spatially separated from, and not otherwise associated with, any sponsorship advertising, or other commercial text or graphics that may be on the page/area containing such word link.
	3. No link to the Site may be “framed” by the Permissible Site where the link originated if such “frame” contains any sponsorship, advertising or other commercial text or graphics.
	4. The posting or creation of any link to the Site signifies that you have read these Terms relating to links to the Site and agree to abide by their terms.
	5. The NCAA reserves the right at any time to require the removal of any link to the Site, whether from a Permissible Site or otherwise.

# Site Content

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# Privacy Policy

By using the Services, you indicate that you have reviewed and consent to our Privacy Policy.

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# Indemnification

You agree to defend, indemnify, and hold harmless the NCAA, its contractors, affiliates, members, and licensors, and its and their respective directors, officers, employees, members, representatives, proprietors, partners, shareholders, servants, principals, agents, predecessors, successors, assigns, and attorneys from and against any and all suits, actions, claims, proceedings, damages, settlements, judgments, injuries, liabilities, losses, risks, costs, expenses, demands, fines, interests, penalties, expenses, and harms (including without limitation attorneys' fees, litigation expenses and fees of other professional advisers) relating to or arising from your use of this Site, your fraud, violation of law, or willful misconduct, and any breach by you of these Terms.

# Notices to Users

The NCAA may give notice to users of the Site by means of a general notice on the Site, electronic mail to a user’s e-mail address if on record in the NCAA’s account information, or by written communication sent by first class mail to a user’s address if on record in the NCAA’s account information

# Integration and Severability

These Terms constitute the entire agreement between the NCAA and you, superseding any prior or contemporaneous communications and proposals (whether oral, written, or electronic) between you and us, and governs your use of the Site. In the event any provision of these Terms is held unenforceable or invalid, it will not affect the validity or enforceability of the remaining provisions and will be replaced by an enforceable provision that comes closest to the intention underlying the unenforceable provision.

# No Waiver

The NCAA’s failure to enforce any provisions of the Terms or respond to a breach by you or other parties shall not in any way waive our right to enforce subsequently any terms or conditions of the Terms or to act with respect to similar breaches.

# Assignment and Binding Effects

You may not assign these Terms or any rights or obligations herein without the prior written consent of the NCAA and any attempted assignment in contravention of this provision is null and void and of no force or effect. The NCAA has the right to assign these Terms, and any of its rights or obligations herein. These Terms are binding upon each party and its respective successors, heirs, trustees, administrators, executors, and permitted assigns.

# Some Services Unavailable Worldwide

This Site may refer to some services or programs that are not available worldwide, without specifically identifying that the offers are geographically limited. Our reference to such services or programs does not imply that the NCAA intends to offer such services or programs in all countries or locations.

# Use of the Internet

Use of the Internet is solely at your own risk and is subject to all applicable local, state, national, and international laws and regulations. The NCAA Parties will not be liable for any loss resulting from a cause over which they do not have direct control, including, but not limited to, failure of electronic or mechanical equipment or communication lines, telephone or other interconnect problems, computer viruses, unauthorized access, theft, operator errors, severe weather, earthquakes, natural disasters, strikes or other labor problems, wars, or governmental restrictions.

# Changes; Termination

The NCAA may, in its sole discretion, change these Terms at any time, with or without notice; your continued use of this Site after any change is made to the Terms signifies your understanding of and intention and agreement to be bound by such change. It is your responsibility to monitor these Terms for changes. The NCAA reserves the right to terminate your access to this Site in the event that you violate these Terms and Conditions or for any reason whatever or no reason, with or without notice.

# Governing Law and Jurisdiction

These Terms and Conditions represent the entire agreement between you and the NCAA with respect to the subject matter hereof, supersede any and all prior and contemporaneous written and oral representations, understandings, and agreements between us, and will be governed by and construed in accordance with the laws of the State of Indiana without reference to its conflict of law rules. By accessing, viewing, or using the Content or this Site, you consent to the jurisdiction of the federal and state courts presiding in the State of Indiana, and agree to accept service of process by mail and hereby waive any and all jurisdictional and venue defenses otherwise available. This Site is controlled and operated by the NCAA from its offices within the United States. The NCAA makes no representation that this Site or the Content is appropriate or available for use in any location or territory, and access to this Site or the Content from locations or territories where it is illegal is prohibited. The NCAA will be entitled to recover court costs and reasonable attorneys’ fees and expenses incurred in successfully proving any breach of these Terms.

# Arbitration and Time Period Limitation for Bringing Claim

With respect to any and all disputes arising out of or in connection with the Site or these Terms (including without limitation the Privacy Policy), the NCAA and you agree to negotiate in good faith and undertake reasonable efforts to cooperate with one another in order to achieve a mutually satisfactory resolution. If you and the NCAA do not resolve any dispute by informal negotiation, any other effort to resolve the dispute will be conducted exclusively by binding arbitration as described in this section. You are giving up the right to litigate (or participate in as a party or class member) all disputes in court before a judge or jury. Instead, all disputes will be resolved before a neutral arbitrator, whose decision will be final except for a limited right of appeal under the Federal Arbitration Act. Any court with jurisdiction over the parties may enforce the arbitrator's award.

Any proceedings to resolve or litigate any dispute in any forum will be conducted solely on an individual basis. Neither you nor the NCAA will seek to have any dispute heard as a class action or in any other proceeding in which either party acts or proposes to act in a representative capacity. No arbitration or proceeding will be combined with another without the prior written consent of all parties to all affected arbitrations or proceedings.

The NCAA and you agree that all disputes arising under these Terms that cannot be settled through informal negotiation will be settled exclusively through confidential binding arbitration in accordance with the commercial rules of arbitration of the American Arbitration Association in Indiana. The arbitrator's award shall be binding and may be entered as a judgment in a court of competent jurisdiction. You agree that the NCAA may seek any interim or preliminary relief from a court of competent jurisdiction in Indiana, necessary to protect its rights or property pending the completion of arbitration.

Any claims not subject to arbitration shall be subject to the exclusive jurisdiction of state or federal courts in Indiana.

To the extent permitted by law, any claim or dispute under these Terms must be filed within one year in an arbitration proceeding. The one-year period begins when the claim or notice of dispute first could be filed. If a claim or dispute is not filed within one year, it is permanently barred.

# Copyright Policy

If you believe that your proprietary work has been copied in a way that constitutes copyright infringement, please forward the following information to the NCAA’s Copyright Agent, named below:

* A physical signature of the person authorized to act on behalf of the owner of the copyright;
* A description of the copyrighted work that you claim has been infringed;
* A description of where the material that you claim is infringing is located on the Site;
* Your address, telephone number, and email address;
* 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; and
* A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner’s behalf.

The copyright agent for notice of claims of infringement on the Site is: National Collegiate Athletic Association

Attn: Copyright Agent

P.O. Box 6222

Indianapolis, IN 46206

Email: copyrights@ncaa.org

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