

## Terms of Use

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### Participant Feedback

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- you waive all "moral rights" that you may have in such content;
- all content that you post is accurate;
- your content does not violate these Terms of Use;
- your content will not cause injury to any other party;
- your content is not false, inaccurate or misleading;
- your content does not infringe any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy;
- your content does not violate any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising);
- your content will not reasonably be considered to be, defamatory, libelous, hateful, racially or religiously biased or offensive, unlawfully threatening or unlawfully harassing to any individual, partnership or corporation;
- you were not compensated or granted any consideration by any third party for submitting your content;
- your content does not include any information that references third-party email addresses, phone numbers, or other contact information;
- your content is not subject to any confidentiality obligations, nor will Tommy Bahama be subject to any confidentiality obligations on account of your content;
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These Terms shall be construed in accordance with the laws of the State of Washington, USA, without regard to any conflict of law provisions. Any dispute arising under these Terms or in connection with your use of this Website shall be resolved exclusively by the state and/or federal courts of the State of Washington, King County and/or the Western District of Washington.

### **Confidentiality of Passwords and Other Account Identifiers**

If you create an account on the Website you are responsible for: (i) maintaining the confidentiality of passwords and other account identifiers you choose, and (ii) all activities that occur under or in connection with such passwords and account identifiers. You agree to notify Tommy Bahama immediately in the event of: (i) any loss of your password or other account identifiers or (ii) any unauthorized use of your password or other account identifiers. Tommy Bahama will not be responsible or liable, directly or indirectly, in any way for any loss or damage of any kind incurred as a result of, or in connection with, your failure to comply with these Terms.

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