

Terms of Use

This Web site is an online information and communication service provided by Omnicom Media Group and its affiliated companies ("OMG"). Please read these Terms of Use carefully before using this site. By using this site, you signify your agreement with these Terms of Use. If you do not agree with any of the below Terms of Use, do not use this site. OMG reserves the right, in its sole discretion, to modify, alter or otherwise update these Terms of Use at any time. Such modifications shall be effective immediately upon posting of the modified Terms of Use. By using this service after we have posted notice of such modifications, alterations or updates, you agree to be bound by the revised terms. These Terms of Use were last updated on August 28, 2006. OMG retains the right to deny access to anyone at its complete discretion for any reason including for violation of any of these Terms of Use. This Web site provides links to many other Web sites affiliated with OMG that may have Terms of Use Policies different from, or in addition to, the Terms of Use specified herein, particularly in the case of Web sites hosting third-party content or that allow postings by third-parties. By accessing such Web sites through links provided on this Web site, you agree to abide by each applicable Terms of Use policy as therein specified.

Trademarks, Copyrights and Restrictions

This site is controlled and operated by Omnicom Media Group at 195 Broadway, New York, NY 10007. All material on this site, including, but not limited to images, illustrations, audio clips, and video clips, is protected by copyrights, trademarks, and other intellectual property rights which are owned and controlled by OMG, its related companies or by other parties that have licensed their material to OMG. Material on OmnicomMediaGroup.com or any Web site owned, operated, licensed or controlled by OMG is solely for your personal, non-commercial use. Such material may not be copied, reproduced, republished, modified, uploaded, posted, transmitted, or distributed in any way, including by e-mail or other electronic means, without the express prior written consent of OMG. Use of the materials on any other Web site or networked computer environment, or use of the materials for any purpose other than personal, non-commercial use is a violation of OMG's copyrights, trademarks and other proprietary rights, and is prohibited.

Submissions

It is OMG's policy that we will not accept or consider submissions of concepts, advertising ideas or potential content. Therefore, please do not send OmnicomMediaGroup.com unsolicited submissions. Any material you send will not be treated as confidential.

Links

This site may contain links to other Web sites ("Linked Sites"). The Linked Sites are for your convenience only, and you access them at your own risk. OMG is not responsible for, and does not endorse, the content of any Linked Sites whether or not OMG is affiliated with the sponsors of a site. Visitors to any linked site are urged and expected to abide by the Terms of Use and Privacy Policies of that particular linked site.

You may not establish a hypertext link to this site or provide any links that state or imply any sponsorship or endorsement of your site by OMG. You may not use on your site any trademarks, service marks or materials appearing on the OMG site, including but not limited to any logos, without the express written consent of the owner of the mark or right.

DISCLAIMER OF WARRANTIES AND LIABILITY

THE MATERIALS ON OMG'S WEB SITE ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. OMG DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THOSE WARRANTIES WHICH, UNDER THE LAWS APPLICABLE TO THIS AGREEMENT, ARE IMPLIED BY LAW AND ARE INCAPABLE OF EXCLUSION, RESTRICTION, OR MODIFICATION. NEITHER OMG, NOR ITS AFFILIATED OR RELATED ENTITIES, NOR ANY PERSON INVOLVED IN THE CREATION, PRODUCTION, AND DISTRIBUTION OF OMG'S WEB SITE WARRANT THAT THE FUNCTIONS CONTAINED IN THE MATERIALS WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT OMG OR THE SERVER THAT MAKES THEM AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE MATERIAL THAT YOU READ ON OMG'S WEB SITE IS PROVIDED FOR INFORMATION PURPOSES. OMG DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE MATERIALS IN OMG'S WEB SITE IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE.

YOU EXPRESSLY AGREE THAT USE OF THE OMG SITE IS AT YOUR SOLE RISK. YOU EXPRESSLY AGREE THAT NEITHER OMG, NOR ITS AFFILIATED OR RELATED ENTITIES, NOR ANY OF THEIR RESPECTIVE EMPLOYEES, OR AGENTS, NOR ANY PERSON OR ENTITY INVOLVED IN THE CREATION, PRODUCTION, AND DISTRIBUTION OF OMG'S WEB SITE ARE RESPONSIBLE OR LIABLE TO ANY PERSON OR ENTITY WHATSOEVER FOR ANY LOSS, DAMAGE (WHETHER ACTUAL, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURY, CLAIM, LIABILITY OR OTHER CAUSE OF ANY KIND OR CHARACTER WHATSOEVER BASED UPON OR RESULTING FROM THE USE OR MISUSE OF THIS SITE OR ANY OTHER OMG WEB SITE. BY WAY OF EXAMPLE, AND WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OMG AND RELATED PERSONS AND ENTITIES SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY CLAIM OR DAMAGE ARISING FROM FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION, COMPUTER VIRUS, THEFT, DESTRUCTION, UNAUTHORIZED ACCESS TO OR ALTERATION OF PERSONAL RECORDS, OR THE RELIANCE UPON OR USE OF DATA, INFORMATION, OPINIONS OR OTHER MATERIALS APPEARING ON THIS SITE. YOU (AND NOT OMG) ASSUME THE ENTIRE COST OF, AND RESPONSIBILITY FOR, ANY AND ALL NECESSARY SERVICING, REPAIR OR CORRECTION RESULTING FROM YOUR USE OF THIS SITE. IN ADDITION, YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT OMG IS NOT LIABLE OR RESPONSIBLE FOR ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER SUBSCRIBERS OR THIRD PARTIES.

Indemnification

You agree to indemnify, defend and hold harmless, OMG, its subsidiaries and other affiliated companies, its officers, directors, employees, agents, licensors, suppliers and any third-party information providers to the Service from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from any violation of these Terms of Use.

Jurisdictional Issues

Unless otherwise specified, the materials in the OMG Web site are presented solely for your information. These terms shall be governed by, construed and enforced in accordance with the laws of the State of New York, USA as it is applied to agreements entered into and to be performed entirely within such State. Any action you, any third party or OMG bring to enforce this agreement or, in connection with, any matters related to this site shall be brought only in either the state or Federal Courts located in New York County, New York, USA, and you expressly consent to the jurisdiction of said courts. If any provision of this agreement shall be 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. This represents the entire agreement between the parties relating to the matters contained herein and shall not be modified except in writing, signed by OMG.