

## **PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY.**

By using the pages in this site, you agree to these terms and conditions. If you do not agree, you should not use this site.

### **Restrictions on Use**

Material from [www.rmhc.org](http://www.rmhc.org) and any other World Wide Web site owned, operated, licensed, or controlled by Ronald McDonald House Charities, Inc. or any of its related, affiliated, or subsidiary companies (together, "RMHC") may not be copied or distributed, or republished, uploaded, posted, or transmitted in any way, without the prior written consent of RMHC, EXCEPT: you may download one copy of the material on one computer for your personal, non-commercial home use only, provided you do not delete or change any copyright, trademark or other proprietary notices. Modification or use of the materials for any other purpose violates the intellectual property rights of RMHC. The material in this site is provided for lawful purposes only. If you download software from our site, the software, including all files, images, contained in or generated by the software, and accompanying data (together, the "Software") are deemed to be licensed to you by RMHC and McDonald's Corporation. Neither title nor intellectual property rights are transferred to you, but remain with RMHC and McDonald's Corporation, who owns full and complete title. You may not resell, decompile, reverse engineer, disassemble or otherwise convert the software to a human perceivable form.

### **Restriction of Liability**

RMHC will not be liable for any damages or injury caused by, including but not limited to, any failure of performance, error, omission, interruption, defect, delay in operation of transmission, computer virus or line failure. RMHC will not be liable for any damages or injury, including but not limited to, special or consequential damages that result from the use of, or the inability to use, the materials in this site, even if there is negligence, or RMHC or an authorized RMHC representative has been advised of the possibility of such damages or both. The above limitation or exclusion may not apply to you to the extent that applicable law may not allow the limitation or exclusion of liability for incidental or consequential damages. RMHC total liability to you for all losses, damages and causes of action [in contract, tort (including without limitation, negligence), or otherwise] will not be greater than the amount you paid to access this site.

### **Submissions**

All remarks, suggestions, ideas, graphics or other information communicated to RMHC through this site (together, the "Submission") will forever be the property of RMHC. RMHC will not be required to treat any Submission as confidential, and will not be liable for any ideas for its business (including without limitation, product or advertising ideas) and will not incur any liability as a result of any similarities that may appear in future RMHC operations. Without limitation, RMHC will have exclusive ownership of all present and future existing rights to the Submission of every kind and nature everywhere. Except as noted below in this paragraph, RMHC will be entitled to use the Submission for any commercial or other purpose whatsoever without compensation to you or any other person sending the Submission. Personally identifiable

information that may be received at this site is provided voluntarily by a visitor to this site. This information is for internal purposes only and is not sold or otherwise transferred to third parties of RMHC or to other entities that are not involved in the operation of this site. Information submitted via a number of areas in this site is not retained. Therefore, the above right to use Submissions is subject to this limited use of this information and excludes non-retained information. You acknowledge that you are responsible for whatever material you submit, and you, not RMHC have full responsibility for the message, including its legality, reliability, appropriateness, originality and copyright.

## **Jurisdiction**

Except as described otherwise, all materials in the RMHC site are made available only to provide information about RMHC. RMHC controls and operates this site from its headquarters in Oak Brook, Ill., United States of America and makes no representation that these materials are appropriate or available for use in other locations. If you use this site from other locations you are responsible for compliance with applicable local laws. Some software from this site may be subject to export controls imposed by the United States and may not be downloaded or otherwise exported or reexported: (a) into (or to a national or resident of ) any country to which the United States has placed an embargo, including without limitation, Cuba, Iran, Iraq, Libya, North Korea, Syria, or Yugoslavia; (b) to everyone on the U.S. Treasury Department's Specially Designated Nationals list, or © the U.S. Commerce Department's Table of Denial Orders. If you download or use the Software, you represent and warrant that you are not located in, or under the control of, or a national or any such country or on any such list.

## **Disclaimer**

The material in this site could include technical inaccuracies or typographical errors. RMHC may make changes or improvements at any time. THE MATERIALS IN THIS SITE ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESSED OR IMPLIED, TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW. RMHC DISCLAIMS ALL WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. RMHC DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE MATERIAL WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THIS SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. RMHC DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OF OR THE RESULT OF THE USE OF THE MATERIAL IN THIS SITE IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. YOU (AND NOT RMHC) ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION. THE ABOVE EXCLUSION MAY NOT APPLY TO YOU, TO THE EXTENT THAT APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES.

## **Termination**

RMHC or you may terminate this agreement at any time. You may terminate this agreement by destroying: (a) all materials obtained from all RMHC sites, and (b) all related documentation and all copies and installations (together, the "Materials"). RMHC may terminate this agreement immediately without notice if, in its sole judgment, you breach any term or condition of this agreement. Upon termination, you must destroy all materials.

### **Miscellaneous**

These Terms and Conditions will be governed and be interpreted pursuant to the laws of the State of Illinois, United States of America, notwithstanding any principles of conflicts of law. If any part of these Terms and Conditions is unlawful, void or unenforceable, that part will be deemed severable and will not affect the validity and enforceability of any remaining provisions. Possible evidence of use of this site for illegal purposes will be provided to law enforcement authorities. This is the entire agreement between the parties relating to the use of this site. RMHC can revise these Terms and Conditions at any time by updating this posting. RMHC programs and services are available in many parts of the world. However, the RMHC site may describe programs and services that are not available worldwide. This site may be linked to other sites that are not maintained by RMHC. RMHC is not responsible for the content of those sites. The inclusion of any link to such sites does not imply endorsement by RMHC of the sites.

### **Trademark Information**

The following trademarks used herein are owned by the McDonald's Corporation and its affiliates, including RMHC: Ronald McDonald House Charities, RMHC, Ronald McDonald House Charities Logo, Ronald McDonald House, Ronald McDonald House Logo, The House That Love Built, The House That Love Built Design, Ronald McDonald Care Mobile, Ronald McDonald Family Room, RMHC HACER, RMHC ASIA, RMHC Scholars, RMHC Future Achievers, McDonald's All American High School Basketball Game, McDonald's World Children's Day, World Children's Day Logo. All other trademarks are the property of the respective trademark owners.