



Welcome to Tiftv.com, an entertainment-oriented websites brought to you by Genuine Entertainment, Inc. and its subsidiaries and affiliates (“Genuine”). Please read this Visitor Agreement; by using this website, you accept its terms.

This Visitor Agreement applies to all of the websites where it is posted. Those websites are referred to collectively in this Visitor Agreement as the “Genuine Sites.” Additional terms and conditions may apply to some services offered on the Genuine Sites. Such terms and conditions may be found at the place where the relevant service is offered. For example, policies governing purchases through Genuine.com can be found at the bottom of each Tiftv.com page.

The Web is an evolving medium; we may change the terms of this Visitor Agreement from time to time. By continuing to use any of the Genuine Sites after we post any such changes, you accept this Visitor Agreement, as modified. We may change, restrict access to, suspend or discontinue the Genuine Sites, or any portion of the Genuine Sites, at any time. Genuine respects the privacy of our users. Please take a few minutes to review our Privacy Policy

If you disagree with any material you find on the Genuine Sites, we recommend that you respond by noting your disagreement in an appropriate site forum where there is one. We also invite you to bring to our attention any material you believe to be factually inaccurate by contacting our representatives at contact@tiftv.com.

The material that appears on the Genuine Sites is for informational and entertainment purposes only. Despite our efforts to provide useful and accurate information, errors may appear from time to time. Before you act on information you’ve found on the Genuine Sites, you should confirm any facts that are important to your decision. Genuine and its information providers make no warranty as to the reliability, accuracy, timeliness, usefulness or completeness of the information on the Genuine Sites. Genuine is not responsible for, and cannot guarantee the performance of, goods and services provided by our advertisers or others to whose sites we link. A link to another website does not constitute an endorsement of that site (nor of any product, service or other material offered on that site) by Genuine or its licensors.

NOTICE AND PROCEDURE FOR MAKING CLAIMS OF COPYRIGHT INFRINGEMENT

Pursuant to Title 17, United States Code, Section 512(c)(2), notifications of claimed copyright infringement must be sent to Genuine’s Designated Agent at contact@tiftv.com (e-mail).

To be effective, the notification must be a written communication that includes the following:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
2. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;
4. Information reasonably sufficient to permit us to contact the complaining party, such as an address, telephone number and, if available, an e-mail address at which the complaining party may be contacted;
5. A statement that the complaining party has a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law; and
6. A statement that the information in the notification is accurate and, under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

We may give notice to our users by means of a general notice on any of our websites, electronic mail to a user's e-mail address in our records, or written communication sent by first-class mail to a user's physical address in our records. If you receive such a notice, you may provide counter-notification in writing to the designated agent that includes the information below. To be effective, the counter-notification must be a written communication that includes the following:

1. Your physical or electronic signature;
2. Identification of the material that has been removed or to which access has been disabled, and the location at which the material appeared before it was removed or access to it was disabled;
3. A statement from you, under penalty of perjury, that you have a good-faith belief that the material was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled; and
4. Your name, physical address and telephone number, and a statement that you consent to the jurisdiction of a federal district court for the judicial district in which your physical address is located, or if your physical address is outside of the United States, for any judicial district in which we may be found, and that you will accept service of process from the person who provided notification of allegedly infringing material or an agent of such person.

USER-GENERATED VIDEO

In submitting user-generated video to the Genuine Sites, you agree to the following terms and conditions: For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, you grant Genuine Entertainment, Inc. (“Genuine”), Genuine’s joint venture partners, vendors, production companies, and programming and content distributors, and the parents, affiliates, subsidiaries, licensees, successors and assigns of all of the foregoing (collectively, the “Genuine Parties”) a non-exclusive, perpetual, royalty-free, fully paid up license to make use of and distribute your user-generated video submitted hereunder, as well your name, voice, likeness and appearance therein (if any) and the personally identifying information you provide on or in connection therewith (collectively, the “Video Submission”), as further described below. You acknowledge and agree that you shall not be entitled to share in any revenue that the Genuine Parties may or may not earn or generate through their use of your Video Submission.

Genuine Parties’ Right to Use Your Video Submission. You grant the Genuine Parties the non-exclusive right to edit in any manner, and to use and distribute and license others to use and distribute, your Video Submission, or any portions, reproductions or versions thereof, on the websites, products and/or services (in any and all media, now known or hereafter invented, including without limitation television, home video/DVD products, and mobile services) of the Genuine Parties, an unlimited number of times, in perpetuity, throughout the world, with or without charge or cost to end-users or other third parties. You also grant the Genuine Parties the right to use and distribute, and license others to use and distribute, your Video Submission in the promotion of such websites, products and/or services, to the same extent permitted for use and distribution of your Video Submission hereunder.

Clearance of Your Video Submission for the Genuine Parties’ Use. You represent and warrant that your Video Submission is your original work and that you have secured any and all rights, releases and permissions necessary for the Genuine Parties’ use and distribution of your Video Submission hereunder, including without limitation those related to any people, places, music, performances of dance or music, video, photographs and/or graphics in your Video Submission (collectively, the “Elements”). You represent and warrant that, to the best of your knowledge, no further permissions or fees are due for the Genuine Parties’ use and distribution of your Video Submission or any Elements therein. You further represent and warrant that any statements made by you or others in the Video Submission are true to the best of your knowledge and that neither they, nor any Element of your Video Submission, will violate any law or regulation or violate or infringe upon the rights of any third party.

Waiver of Right of Approval. You hereby waive any right of inspection or approval of your Video Submission as used and distributed by the Genuine Parties, including

without limitation any approval of your appearance and/or use of your name therewith or the uses to which either may be put.

Release and Waiver; Indemnification. You acknowledge that the Genuine Parties will rely on the foregoing terms and conditions potentially at substantial cost to them, and you hereby waive the right to assert any claim of any nature whatsoever against any party relating to the exercise of the rights and permissions granted hereunder. You agree to indemnify, defend and hold harmless the DCI Parties from any and all claims arising from their use and distribution of your Video Submission as permitted herein.

COMMUNITY AND SOCIAL MEDIA SITES, CHAT ROOMS, FORUMS, AND BLOGS

Genuine wants to encourage an open exchange of information and ideas through the Genuine Sites. But we cannot and do not review every posting made on Genuine's community and social media sites, or in chat rooms, forums, blogs, and other public posting areas. You can expect these areas to include content, information, and opinions from a variety of individuals and organizations other than Genuine. We do not endorse or guarantee the accuracy of any posting, regardless of whether the posting comes from a user, from a celebrity or "expert" guest, or from a member of our staff. There is no substitute for healthy skepticism and your own good judgment. Responsibility for what is posted on Genuine's community and social media sites, or in chat rooms, forums, blogs and other public posting areas on the Genuine Sites lies with each user – you alone are responsible for material you post. Genuine does not control the messages, information or other content that you or others may provide through the Genuine Sites. You may use the Genuine Sites for lawful purposes only.

By using the Genuine Sites, you agree not to submit, post or transmit through the Genuine Sites any material or otherwise engage in any conduct that:

- Violates or infringes the rights of others including, without limitation, patent, trademark, trade secret, copyright, publicity, privacy or other proprietary rights;
- Allows you to gain unauthorized access to the Genuine Sites, or any account, computer system, or network connected to the Genuine Sites, by means such as hacking, password mining or other illicit means;
- Is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortuous, or contains explicit or graphic descriptions or accounts of sexual acts;
- Victimizes, harasses, degrades, or intimidates an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age, or disability;
- Collects for marketing purposes any email addresses or other personal information that has been posted by other users of the Genuine Sites.
- Impersonates any person, business or entity, including Genuine and its employees and agents, or falsely states or otherwise misrepresents your affiliation with any person, business or entity, including Genuine;

- Contains an advertisement or solicitation or encourages others to make a donation;
- Contains viruses or any other computer code, files or programs that interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment, or otherwise permit the unauthorized use of a computer or computer network;
- Encourages conduct that would constitute a criminal offense or that gives rise to civil liability or that otherwise encourages others to commit illegal activities or cause injury or property damage to any other person;
- Results in the posting or transmission of any message anonymously or under a false name;
- Permits any person to access, using your account, any features of the Genuine Sites that may require registration;
- Results in a single message being posted to more than five areas of any Genuine Site or results in any message being posted to any area of the Genuine Sites if that message is, in our view, off-topic or in violation of this Visitor Agreement; or
- Violates this Visitor Agreement, guidelines or any policy posted on the Genuine Sites, or interferes with the use of the Genuine Sites by others.

Although Genuine cannot monitor all content on Genuine's community and social media sites, or postings in the chat rooms, forums, blogs and other public posting areas, you understand that Genuine shall have the right, but not the obligation, to monitor the content of the Genuine Sites to determine compliance with this Visitor Agreement and any other operating rules that may be established by Genuine from time to time. Genuine shall have the right, in its sole discretion, to edit, move, delete, or refuse to post any material, including but not limited to Video Submissions, submitted to or posted on the Genuine Sites for any reason, including violation of this Visitor's Agreement, whether for legal or other reasons, or because the material is objectionable or stale. Notwithstanding this right of ours, users shall remain solely responsible for the content of their messages and Video Submissions. You acknowledge and agree that neither Genuine nor any of its affiliates shall assume or have any liability for any action or inaction by Genuine with respect to any conduct within the Genuine Sites or any communication or posting on the Genuine Sites. Genuine also reserves the right to disclose any information that Genuine believes necessary to satisfy any law, regulation or governmental request, or to refuse to post or to remove any information or materials, in whole or in part.

Genuine requires you not to use the Genuine Sites to violate anyone's copyright, trademark or other intellectual property rights. By posting or submitting any material (including, without limitation, photographs and videos) to the Genuine Sites, you are warranting and representing that you own or have the right to post or make such submission of the material, or are making your submission or posting with the express consent of the owner, and that no other party has any right, claim, or interest in the

material that you have submitted or posted. You also warrant that all moral rights in any material that you submit to us or post have been waived. Submitting or posting material that is the property of another, without the consent of its owner, is not only a violation of this Visitor Agreement, but may also subject you to legal liability for infringement of copyright, trademark or other intellectual property rights.

USE OF MATERIALS

With the exception of any and all Video Submissions (Genuine's permitted use of which is discussed above) and any material posted on Genuine's community and social media sites, all other material you submit to any of our chat rooms, forums, blogs and other public posting areas, whether text or images, becomes the property of Genuine and may be reproduced, modified and distributed as we see fit, in any medium, for any purpose and in perpetuity. Further, you understand that by posting material on Genuine's community and social media sites, you are granting to Genuine, and to anyone authorized by Genuine, a royalty-free, perpetual, irrevocable, non-exclusive, unrestricted, worldwide license to display, use, copy, modify, transmit, sell, exploit, create derivative works from, distribute, and/or publicly perform such materials posted on Genuine's community and social media sites, in whole or in part, in any manner or medium, now known or hereafter developed, for any purpose. The foregoing grant shall include the right to exploit any proprietary rights in such posting or submission, including, but not limited to, rights under copyright, trademark, service mark or patent laws under any relevant jurisdiction. Also, in connection with the exercise of such rights, you grant Genuine, and anyone authorized by Genuine, the right to identify you as the author of any of your postings or submissions by name, email address or screen name, as Genuine deems appropriate. Please also note the last paragraph in the **"COMMUNITY AND SOCIAL MEDIA SITES, CHAT ROOMS, FORUMS, AND BLOGS"** section above.

The materials available through the Genuine Sites are the property of Genuine or its licensors, and are protected by copyright, trademark and other intellectual property laws. You are free to display and print for your personal, non-commercial use information you receive through the Genuine Sites. But you may not otherwise reproduce any of the materials without the prior written consent of the owner. You may not distribute copies of materials found on the Genuine Sites in any form (including by e-mail or other electronic means), without prior written permission from the owner. Of course, you are free to encourage others to access the information themselves on the Genuine Sites and to tell them how to find it.

LINKING

We welcome links to the Genuine Sites. You are usually free to establish a hypertext link to any of the Genuine Sites so long as the link does not state or imply any sponsorship or endorsement of your site by any of the Genuine Sites or by Genuine.

However, you should check the copyright notice on the page to which you wish to link to make sure that one of our content providers does not have its own policies regarding direct links to their content on the Genuine Sites.

NO SOLICITING

You agree not to use the Genuine Sites to advertise, or to solicit anyone to buy or sell, products or services, nor to solicit anyone to make donations of any kind, without our express written approval.

NO SPAMMING OR SPIMMING

From time to time, users post their e-mail addresses in our chat rooms, forums, blogs and other public posting areas. You may not gather these e-mail addresses for commercial or illegal purposes, such as sending unsolicited or unrequested e-mail or instant messages.

NO FRAMING

Without the prior written permission of Genuine, you may not frame, or make it appear that a third-party site is presenting or endorsing, any of the content of the Genuine Sites, or incorporate any intellectual property of the Genuine Sites, Genuine or any of their licensors into another website or other service.

TRADEMARKS

We do not want anyone to be confused as to which materials and services are provided by Genuine and which are not. You may not use any trademark or service mark appearing on the Genuine Sites without the prior written consent of the owner of the mark.

ACCURACY OF INFORMATION

The Genuine staff works hard to ensure that information we post to the Genuine Sites is both timely and accurate. But the news changes over time and reports that were accurate when posted may quickly become old news. Though we may post follow-up reports, and may continue to provide access to the original report, as in an archive of news stories, for example, we do not go back and change the original report to reflect new developments. If you are looking for the most recent information on a given subject, and not the history of how the story unfolded, be sure you're not looking at an out-of-date report.

AGE RESTRICTION

You must be at least 13 years old to register on the Genuine Sites. By registering on the Genuine Sites, you warrant that you are at least 13 years old.

USER ACCOUNTS AND SECURITY

To obtain access to certain services on the Genuine Sites, you may be given an opportunity to register with the Genuine Sites. As part of any such registration process, you will select a user name and a password. You agree that the information you supply during that registration process will be accurate and complete. You also agree not to (i) select, register, or attempt to register, or use a user name of another person with the intention of impersonating that person; (ii) use a user name of anyone else without authorization; (iii) use a user name in violation of the intellectual property rights of any person; or (iv) use a user name that Genuine considers to be offensive. Genuine reserves the right to reject or terminate any user name or password that, in its judgment, it deems offensive. You will be responsible for preserving the confidentiality of your password and will notify Genuine of any known or suspected unauthorized use of your account. Further, you agree that you are responsible for all statements made and acts or omissions that occur on your account while your password is being used. If you believe someone has used your password or account without your authorization, you must notify Genuine immediately. Genuine reserves the right to access and disclose any information including, without limitation, user names of accounts and other information to comply with applicable laws and lawful government requests. Please inform Genuine if there is a change in the information you provided at the time of your initial registration, including any change of address or name, by contacting our representatives at contact@tiftv.com.

DISCLAIMER OF WARRANTIES AND LIABILITY

We work hard to make the Genuine Sites interesting and enjoyable places, but we cannot guarantee that our users will always find everything to their liking. Please read this Disclaimer carefully before using any of the Genuine Sites.

YOU AGREE THAT YOUR USE OF THE Genuine SITES IS AT YOUR SOLE RISK. BECAUSE OF THE NUMBER OF POSSIBLE SOURCES OF INFORMATION AVAILABLE THROUGH THE Genuine SITES, AND THE INHERENT HAZARDS AND UNCERTAINTIES OF ELECTRONIC DISTRIBUTION, THERE MAY BE DELAYS, OMISSIONS, INACCURACIES OR OTHER PROBLEMS WITH SUCH INFORMATION. IF YOU RELY ON ANY Genuine SITE OR ANY MATERIAL AVAILABLE THROUGH THE Genuine SITES, YOU DO SO AT YOUR OWN RISK. YOU UNDERSTAND THAT YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM ANY MATERIAL AND/OR DATA DOWNLOADED FROM OR OTHERWISE PROVIDED THROUGH THE Genuine SITES.

THE Genuine SITES ARE PROVIDED TO YOU AS IS, WITH ALL FAULTS, AND AS AVAILABLE. THE Genuine SITES, Genuine COMMUNICATIONS ENTERTAINMENT, INC. AND THEIR AFFILIATES, AGENTS AND LICENSORS CANNOT AND DO NOT WARRANT THE ACCURACY, COMPLETENESS, CURRENTNESS, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE INFORMATION AVAILABLE THROUGH THE Genuine SITES, NOR DO THEY GUARANTEE THAT THE Genuine SITES WILL BE ERROR-FREE OR CONTINUOUSLY AVAILABLE, OR THAT THE Genuine SITES WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. UNDER NO CIRCUMSTANCES WILL THE Genuine SITES, Genuine Entertainment, Inc. OR THEIR AFFILIATES, AGENTS OR LICENSORS BE LIABLE TO YOU OR ANYONE ELSE FOR ANY DAMAGES ARISING OUT OF USE OF THE Genuine SITES, INCLUDING, WITHOUT LIMITATION, LIABILITY FOR CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT OR SIMILAR DAMAGES, EVEN IF WE ARE ADVISED BEFOREHAND OF THE POSSIBILITY OF SUCH DAMAGES. (BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN CATEGORIES OF DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IN SUCH STATES, THE LIABILITY OF THE Genuine SITES, Genuine COMMUNICATIONS, LLC AND THEIR AFFILIATES, AGENTS AND LICENSORS IS LIMITED TO THE FULLEST EXTENT PERMITTED BY SUCH STATE LAW.) YOU AGREE THAT THE LIABILITY OF THE Genuine SITES, Genuine COMMUNICATIONS, LLC AND THEIR AFFILIATES, AGENTS AND LICENSORS, IF ANY, ARISING OUT OF ANY KIND OF LEGAL CLAIM IN ANY WAY CONNECTED TO THE Genuine SITES WILL NOT EXCEED THE AMOUNT, IF ANY, YOU PAID TO Genuine Entertainment, Inc. FOR THE USE OF THE Genuine SITES.

DISPUTE RESOLUTION

In the event of any controversy, claim or dispute (“dispute”) related to or arising out of your use of the Sites, other than disputes related to or involving Genuine’s intellectual property or Genuine’s licensed intellectual or proprietary rights, you and Genuine mutually agree to the following dispute resolution procedure:

1. The parties will first attempt in good faith to resolve any dispute by informal negotiation. The informal negotiation period will begin when the party asserting the dispute sends a written notice to the other party describing the facts and circumstances of the dispute. If, after sixty (60) days from the date the notice of dispute is sent, the parties have been unable to resolve the dispute, either party may commence binding arbitration. The parties may agree to extend the informal dispute resolution period by mutual written agreement.
2. If the parties are unable to resolve the dispute through informal negotiation, you and Genuine agree that exclusive jurisdiction for the dispute shall be binding arbitration before one arbitrator to be mutually agreed upon by both parties. If the parties cannot agree on the selection of an Arbitrator, they shall each select one Arbitrator from the list of qualified JAMS arbitrators and those two

Arbitrators shall select the person who shall serve as the Arbitrator for such dispute. Arbitration shall be initiated in the Los Angeles, CA., area and shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. Judgment on any potential award may be entered in any court having jurisdiction. BY USING THE SITES, YOU ARE HEREBY GIVING UP YOUR RIGHT TO LITIGATE A DISPUTE IN COURT BEFORE A JUDGE OR JURY. Unless the arbitrator concludes that the arbitration was frivolous or brought for an improper purpose, Genuine will pay all filing, JAMS, and arbitrator's fees and expenses.

3. ALL DISPUTES SHALL BE RESOLVED ON AN INDIVIDUAL BASIS. Neither party shall have the right to have a dispute heard as a class action and no arbitration or proceeding can be combined with another without the prior written consent of all parties to the proceeding.

CHOICE OF LAW

This Agreement has been made in and shall be construed in accordance with the laws of the California, without giving effect to any conflict of law principles.

The parties acknowledge that this Agreement evidences a transaction involving interstate commerce. Notwithstanding the provision in the preceding paragraph with respect to applicable substantive law, any arbitration conducted pursuant to the terms of this Agreement shall be governed by the Federal Arbitration Act (9 U.S.C. §§ 1-16).

CHOICE OF FORUM

By using the Genuine Sites, you agree that the exclusive jurisdiction for any dispute not subject to the arbitration provision discussed above shall be the state and federal courts located in California.

INDEMNITY

You agree to indemnify, defend and hold harmless Genuine Entertainment, Inc, its affiliates, and their officers, directors, employees, agents, licensors and suppliers, from and against any and all losses, expenses, damages and costs (including reasonable attorneys' fees) resulting from any violation of this Visitor Agreement or any activity related to your account (including negligent or wrongful conduct) by you or any other person accessing any Genuine Site using your account.

SEVERABILITY

In the event that any portion of this Visitor Agreement is found to be invalid or unenforceable for any reason, such invalidity or unenforceability shall not affect the enforceability or validity of any other portion of this Visitor Agreement, which shall remain in full force and effect and be construed as if the invalid or unenforceable portion were not part of the Visitor Agreement.

By using the Genuine Sites, you agree to abide by the terms of this Visitor Agreement. We hope you enjoy using the Genuine Sites, and we welcome suggestions for improvements. Thanks for making the Genuine Sites part of your discoveries online!