

Terms of Use

Welcome to motherland-festival.com which is operated by MOTHERLAND PUERTO RICO LTD. MOTHERLAND PUERTO RICO LTD is a company registered in England and Wales with company number **11798757** and a registered office at first floor Thavies Inn House, 3-4 Holborn Circus, London, England, EC1N 2HA.

The following are the rules or “Terms” that govern use of the motherland-festival.com (“Site”). By using or visiting the Site, you expressly agree to be bound by these Terms and to follow these Terms and all applicable laws and regulations governing the Site. MOTHERLAND PUERTO RICO LTD reserves the right to change these Terms at any time, effective immediately upon posting on the Site. Please check this page of the Site periodically. If you violate these Terms of Use, MOTHERLAND PUERTO RICO LTD may terminate your use of the Site, bar you from future use of the Site, cancel a ticket order, and/or take appropriate legal action against you.

Permitted Use

You agree that you are only authorised to visit, view and to retain a copy of pages of this Site for your own personal use, and that you shall not duplicate, download, publish, modify or otherwise distribute the material on this Site for any purpose other than to review event and promotional information, for personal use, or to purchase tickets or merchandise for your personal use, unless otherwise specifically authorised by MOTHERLAND PUERTO RICO LTD to do so. You also agree not to deep-link to the site for any purpose, unless specifically authorised by MOTHERLAND PUERTO RICO LTD to do so. The content and software on this Site is the property of MOTHERLAND PUERTO RICO LTD and/or its suppliers and is protected by U.S. and international copyright laws. We post a legal notice and various credits on pages of the Site, which may not be removed. Please do not remove this notice or these credits, or any additional information contained along with the notices and credits.

Disclaimers

MOTHERLAND PUERTO RICO LTD does not promise that the Site will be error-free, uninterrupted, nor that it will provide specific results from use of the Site or any content, search or link on it. The Site and its content are delivered on an “as-is” and “as-available” basis. MOTHERLAND PUERTO RICO LTD cannot ensure that files you download from the Site will be free of viruses or contamination or destructive features. MOTHERLAND PUERTO RICO LTD disclaims all warranties, express or implied, including also any implied warranties of merchantability and fitness for a particular purpose. MOTHERLAND PUERTO RICO LTD will not be liable for any damages of any kind arising from the use of this Site, including without limitation, direct, indirect, incidental, and punitive and consequential damages. MOTHERLAND PUERTO RICO LTD makes no guarantee of any specific result from use of this Site or use of the MOTHERLAND PUERTO RICO LTD service.

MOTHERLAND PUERTO RICO LTD disclaims any and all liability for the acts, omissions and conduct of any third party users, MOTHERLAND PUERTO RICO LTD users, advertisers and/or sponsors on the Site, in connection with the MOTHERLAND PUERTO RICO LTD service or otherwise related to your use of the Site and/or the MOTHERLAND PUERTO RICO LTD service. MOTHERLAND PUERTO RICO LTD is not responsible for the products, services, actions or failure to act of any venue, performer, promoter or other third party in connection with or referenced on the Site. Without limiting the foregoing, you may report the misconduct of users and/or third party advertisers, service and/or product providers referenced on or included in the Site to MOTHERLAND PUERTO RICO LTD. MOTHERLAND PUERTO RICO LTD may investigate the claim and take appropriate action, in its sole discretion.

Trademarks

MOTHERLAND PUERTO RICO LTD logos as well as all logos associated with 'Motherland' and design found on this site are registered trademarks of MOTHERLAND PUERTO RICO LTD. MOTHERLAND PUERTO RICO LTD's trademarks may be used publicly only with the written permission of MOTHERLAND PUERTO RICO LTD.

Ownership of Materials

All materials on this Site are copyrighted and are protected under treaty provisions and world-wide copyright laws. MOTHERLAND PUERTO RICO LTD's materials may not be reproduced, copied, edited, published, transmitted or uploaded in any way without MOTHERLAND PUERTO RICO LTD's written permission. Except as expressly stated in the limited licence provision of these terms and conditions, MOTHERLAND PUERTO RICO LTD does not grant any express or implied right to you under any of its trademarks, copyrights or other proprietary information.

Copyright Policy

We will terminate the privileges of any user who uses this Site to unlawfully transmit copyrighted material without a licence, express consent, valid defence or fair use exemption to do so. In particular, users who submit content to this Site, whether articles, images, stories, software or other copyrightable material must ensure that the content they upload does not infringe the copyrights or other rights of third parties (such as privacy or public rights). After proper notification by the copyright holder or its agent to us, and confirmation through court order or admission by the user that they have used this Site as an instrument of unlawful infringement, we will terminate the infringing users' rights to use and/or access this Site. We may, also in our sole discretion, decide to terminate a user's rights to use or access the Site prior to that time if we believe that the alleged infringement has occurred.

Links and Search Results

The Site may automatically produce search results that reference or link to third party sites throughout the World Wide Web. MOTHERLAND PUERTO RICO LTD has no control over these sites or the content within them. MOTHERLAND PUERTO RICO LTD cannot guarantee, represent or warrant that the content contained in the sites is accurate, legal and/or inoffensive. MOTHERLAND PUERTO RICO LTD does not endorse the content of any third party site, nor do we warrant that they will not contain viruses or otherwise impact your computer. By using the Site to search for or link to another site, you agree and understand that you may not make any claim against MOTHERLAND PUERTO RICO LTD for any damages or losses, whatsoever, resulting from your use of the Site to obtain search results or to link to another site. If you have a problem with a link from the Site, please notify us and we will investigate your claim and take any actions we deem appropriate in our sole discretion.

Prohibited Content

The following is a partial list of the kind of content which is illegal or prohibited on the Site. It includes content that:

- is patently offensive to the online community, such as content that promotes racism, bigotry, hatred or physical harm of any kind against any group or individual; could be harmful to minors;
- harasses or advocates harassment of another person;
- involves the transmission of "junk mail", "chain letters", or unsolicited mass mailing or "spamming";
- promotes information that you know is false, misleading or promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libellous;
- promotes an illegal or unauthorised copy of another person's copyrighted work, such as providing

pirated computer programs or links to them, providing information to circumvent manufacture-installed copy-protect devices, or providing pirated music or links to pirated music files;
contains restricted or password only access pages, or hidden pages or images (those not linked to or from another accessible page);
displays pornographic or sexually explicit material of any kind;
provides material that exploits people under the age of 18 in a sexual or violent manner, or solicits personal information from anyone under 18;
provides instructional information about illegal activities such as making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses;
solicits passwords or personal identifying information for commercial or unlawful purposes from other users; and
engages in commercial activities and/or sales without our prior written consent such as contests, sweepstakes, barter, advertising, and pyramid schemes.

Offline Conduct

Although MOTHERLAND PUERTO RICO LTD cannot monitor the conduct of its users off the Site, it is also a violation of these rules to use any information obtained from this Site in order to harass, abuse, or harm another person, or in order to contact, advertise to, solicit or sell to any user without their prior explicit consent.

No Commercial Use

No area of this Site may be used by our visitors for any commercial purposes. You must obtain MOTHERLAND PUERTO RICO LTD's prior written consent to make commercial offers of any kind, whether by advertising, solicitations, links, or any other form of communication. We will investigate and take appropriate legal action against anyone who breaches this provision, including without limitation, removing the offending communication from the Site and barring anyone breaching this provision from use of the Site. We reserve the right to block access to this Site or MOTHERLAND PUERTO RICO LTD's other services, or to cancel a ticket order or ticket with respect to any person who is known or reasonably believed to be: a) acting unlawfully, or breaching these Terms, or infringing MOTHERLAND PUERTO RICO LTD's rights; or b) associated with any person who is known or reasonably believed to be acting unlawfully, or breaching these Terms, or infringing MOTHERLAND PUERTO RICO LTD's rights. Breaching any terms on the Site will be deemed to be a breach of these Terms.

Access and Interference

You agree that you will not use any robot, spider, other automatic device, or manual process to monitor or copy our web pages or the content contained thereon or for any other unauthorised purpose without our prior express written permission. You agree that you will not use any device, software or routine to interfere or attempt to interfere with the proper working of motherland-festival.com or any MOTHERLAND PUERTO RICO LTD website. You agree that you will not take any action that imposes an unreasonable or disproportionately large load on our infrastructure. You agree that you will not copy, reproduce, alter, modify, create derivative works, or publicly display any content (except for your own personal, non-commercial use) from our website without the prior express written permission of MOTHERLAND PUERTO RICO LTD.

Unauthorised Use of the Site

Illegal and/or unauthorised uses of the Site, including, but not limited to, unauthorised ticket sales, unauthorised framing of or linking to the Site, or unauthorised use of any robot, spider or other automated device on the site, will be investigated and appropriate legal action will be taken, including without limitation civil, criminal and injunctive redress.

Violation of the Terms

You understand and agree that in MOTHERLAND PUERTO RICO LTD's sole discretion, and without prior notice, MOTHERLAND PUERTO RICO LTD may terminate your access to the Site, cancel a ticket order or exercise any other remedy available and remove any unauthorised user content, if MOTHERLAND PUERTO RICO LTD believes that the user content you provided has violated or is inconsistent with these Terms violated the rights of MOTHERLAND PUERTO RICO LTD, another user or the law. You agree that monetary damages may not provide a sufficient remedy to MOTHERLAND PUERTO RICO LTD for violations of these terms and conditions and you consent to injunctive or other equitable relief for such violations. MOTHERLAND PUERTO RICO LTD may release user information about you if required by law or subpoena, or if the information is necessary or appropriate to release to address an unlawful or harmful activity. MOTHERLAND PUERTO RICO LTD is not required to provide any refund to you if you are terminated as a user because you have violated these Terms.

Limitation on Liability

Except in jurisdictions where such provisions are restricted, in no event will MOTHERLAND PUERTO RICO LTD be liable to you for any indirect, consequential, exemplary, incidental, special or punitive damages, including also lost profits, even if MOTHERLAND PUERTO RICO LTD has been advised of the possibility of such damages.

Disputes

This site is controlled and operated by MOTHERLAND PUERTO RICO LTD from its offices in the United Kingdom. If there is any dispute about or involving the Site, by using the Site, you agree that the dispute will be governed and construed by English law. In the event of a dispute arising out of or relating to these terms and conditions, or your use of or access to this site, litigation must be brought in court in London, England without regard to its conflict of law provisions.

Indemnity

You agree to indemnify and hold MOTHERLAND PUERTO RICO LTD, its subsidiaries, affiliates, officers, agents and other partners and employees, harmless from any loss, liability, claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your use of the Site, including also your use of the Site to provide a link to another site or to upload content or other information to the Site.