



Pittsburgh Center for Plastic Surgery
3109 Forbes Ave, Ste 500 | Pittsburgh, PA 15213
Phone - (412) 802-6100 | Fax - (412) 802-7700
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Pittsburgh Center for Plastic Surgery Promotional Terms & Conditions

The Pittsburgh Center for Plastic Surgery & Rejuvenation ("Promoter") may from time to time offer promotions, specials, coupons, and/or gift certificates ("Promotion"). These General Terms shall apply in conjunction with the Specific Terms of any Promotion. The claimant should therefore read these General Terms in combination with the Specific Terms. Where any Specific Terms conflict with these General Terms, the Specific Terms will take precedence. We may change these General Terms at any time. By participating in a Promotion, claimants agree to be bound by these Terms & Conditions. Claimants must comply with these Terms & Conditions for a special, coupon, gift certificate, or other promotion to be valid.

1. Unless otherwise permitted by the Specific Terms, no person may enter any Promotion more than once and persons may not enter or participate as part of a syndicate or on behalf of any other person, syndicate, group, society or company.

2. The use of any automated entry software or any other mechanical or electronic means that permits any person to enter any Promotion repeatedly is prohibited. No bulk, consumer group or third party entries will be accepted. Claimants must enter Promotions using their full legal name. The Promoter reserves the right to disqualify the Promotion of any Claimant who uses multiple names or any false names and to require them to return to the Promoter any Promotion.

3. Promotions are not transferable, refundable, and are not redeemable for cash, and cannot be combined with any other Promotion or any other offer or discounts unless otherwise specified on the Specific term of the Promotion.

4. Each Promotion is valid for a limited time only and expires on the date specified by the date indicated on the Promotional documents presented to the claimant by the Promoter. Any Promotion without an indicated date expires twelve (12) months after the start of the Promotion, unless otherwise prohibited by law. The Promotions may be subject to blackout periods throughout the year.

5. The Promoter reserves in all cases the right to replace a stated Promotion with a separate Promotion that the Promoter considers to be of broadly equivalent value. The Promoter will offer no cash alternative for Promotions and the claimant must accept alternative Promotions in the form offered.

6. Promotions cannot be replaced if Promotional documents or certificates are deleted or otherwise discarded by the claimant.

7. A Promotion cannot be redeemed for services, products, or otherwise stated Promotional items on the same day of purchase, unless otherwise offered on the Specific term of the Promotion.

8. Any pictures depicting any Promotion on any media or promotional material are for depiction purposes only and in certain instances the actual Promotional item or service may differ. The promotion does not constitute an endorsement or recommendation of the products or services being offered.

9. The Promoter is not responsible for any problems or technical malfunction of any telephone network or lines, computer on-line systems, servers, or providers, computer equipment, software, failure of any e-mail

or entry to be received by the Promoter or an entrant because of technical problems, operator problems, social media site problems, traffic congestion on the Internet or at any website, or any combination thereof, including any injury or damage to any participant's or any other third person's, resulting from any participation or downloading any materials in the Promotion.

10. Where Promotions are run on either or both of Facebook or Instagram, you acknowledge that the promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook or Instagram. You understand that you are providing your information to the Promoter and not to Facebook or Instagram, and that Facebook or Instagram has no liability for any element of the Promotion.

11. By participating in any Promotion involving Facebook or Instagram, to the extent permissible by law, you the claimant hereby release Facebook or Instagram (as applicable) from any and all claims, damages or liabilities arising from or relating to your participation in the Promotion.

12. Where a Promotion allows for redemption/entry via Facebook and/or Instagram and/or any other social media platform, entries must be made using a legitimate Facebook, Instagram, Social Media Platform account (as relevant). Redemptions from claimants using multiple Facebook or Instagram or other Social Media accounts are not permitted.

13. Where a promotion requires entry via Facebook and/or Instagram and/or any other social media platform, all participants must have access to the internet and an active Facebook or Instagram or other social media account (as applicable). If you do not have such an account you will need to create one in order to participate and you will require an active email address in order to do this.

14. Any redemption/entry via Facebook or Instagram or other social media platform will also be subject to the Social Media platform (as applicable) terms of use.

15. Where any Promotion requires claimants to submit a photograph, sound or video clip of any description (collectively, "Media") as a part of entry into or participation in the promotion, Entrants:

a) warrant and represent that their chosen Media: (i) is original to them (ii) is submitted in good faith and (iii) has been legally obtained and created;

b) agree that the Promoter has the right to publish and communicate to the public the Media in any media including, but not limited to, our website and social media channels, at all times without restriction or limitation throughout the world and not only for the purposes of the promotion.

16. By redeeming a Promotion, in relation to their redemption (including but not limited to where the entry is Media) all claimants:

a) assign to us all rights (including present and future copyright) in their redemption in all media (including, without limitation, the internet) and whether in existence now or created in the future.

b) agree not to assert any moral rights in respect of their entry and related publicity materials (wherever and whenever such rights are recognized) against the Promoter, its assigns, licensees and successors in title.



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c) Agree the Promoter is without any obligation, compensation or other liability to you or any other person featured in your entry (and you shall be responsible for ensuring the consent of any persons featured in your entry to these terms and conditions). Such use may be for any purpose whatsoever, including, but not limited to, reproduction, disclosure, transmission, publication, broadcast and posting whole or in part, in any medium and in any manner. However, the Promoter shall be under no obligation to respond to any communication.

d) undertake to the Promoter that the claimants redemption does not (i) infringe the intellectual property, privacy or publicity rights or any other legal or moral rights of any third party, or violate applicable laws, regulations or terms of use; (ii) does not contain references to any other brands or trademarks; AND (iii) does not contain any defamatory, malicious, indecent, threatening or otherwise inappropriate imagery or statements, or represent a danger to health and safety and each entrant agrees to indemnify us for any loss, damage or liability arising should this provision be breached. If relevant, we reserve the right, but not the obligation (and without limiting entrants' warranty and indemnity as set out above), to screen, filter and/or monitor information provided by the entrant and to edit, refuse to distribute or remove the same.

e) acknowledge that we may edit the redemption/entry in our sole discretion.

f) agree that we have the right to use claimants' names, likenesses and other personal information in conjunction with the Promotion.

g) agree not to bring against the Promoter any actions, suits, claims and demands in respect of defamation or any infringement or violation of any personal and/or property rights of any sort from our use of the claimants redemption/entry.

h) unconditionally waive the claimants right to seek or obtain an injunction to prevent or restrict our use of their redemption/entry.

i) confirm that the claimant has the right, power and authority to grant the rights set out above and that they have obtained all consents and permissions necessary to grant us the same.

16. For the avoidance of doubt, all rights in the name and title of the Promotion and the format rights for the Promotion are the sole property of the Promoter and is in no way sponsored, endorsed or administered by, or associated with any third parties unless specified otherwise. All intellectual property remains the property of their respective owners.

17. If for any reason any promotion is not capable of running as planned as a result of any (including but not limited to) technical failures, unauthorized intervention, computer virus, mobile network failure, tampering, fraud or any other causes beyond our control which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Promotion, the Promoter reserve the right to cancel, terminate, modify or suspend the Promotion unless otherwise prohibited by law.

18. Any attempt to deliberately damage any website used in connection with a Promotion or the information on it, or to otherwise undermine the legitimate operation of the Promotion may be a violation of criminal and civil laws and should such an attempt be made, whether successful or not, the Promoter reserves the right to seek damages to the fullest extent permitted by law.

19. The Promoter may vary the terms of, or terminate, a Promotion at any time where it has reasonable grounds to do so at its absolute discretion without liability to any claimant or other person. The Promoter will not award any cash value if a Promotion is terminated unless otherwise required by law.

20. All Promoters decisions relating to the promotion and/or redemption of the prizes are final. No discussions or correspondence with entrants or any other person will be entered into.

21. Where a promotion involves voting, the accuracy of the pooled results received by the Promoter will be deemed to be final and binding and no correspondence will be entered into. Tiebreakers, disputes, conflicts, questions or concerns will be managed by the Promoter and, if required by law, by an independent adjudicator.

22. A failure by the Promoter to enforce any one of the terms and conditions in any instance(s) will not give rise to any claim or right of action by any claimant, nor shall it be deemed to be a waiver of any of the Promoters rights in relation to the same.

23. Except as specifically set out herein and to the maximum extent permitted by law, all conditions, warranties and representations expressed or implied by law are hereby excluded. To the fullest extent permitted by law, the Promoter hereby excludes and shall not have any liability to any claimant in connection with or arising out of any Promotion howsoever caused, including for any costs, expenses, forfeited Promotions, damages and other liabilities, provided that nothing herein shall operate so as to limit or exclude our liability for personal injury or death caused by our negligence. For the avoidance of doubt, this paragraph shall also apply in respect of any Promotion provided by a third party provider.

24. In the event that any provision of these General Terms or any Specific Terms are held to be illegal, invalid, void or otherwise unenforceable, it shall be severed from the remaining provisions which shall continue in full force and effect.

25. These Terms & Conditions are subject to The Commonwealth of Pennsylvania and jurisdiction of the courts.

Privacy Policy Changes

We may update or change our privacy policy from time to time. When this happens, we will post a notification on our site. These changes are effective starting the date they are posted.

If you have any questions about our Privacy Policy, please contact:

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