

## TERMS AND CONDITIONS

**USER TERMS:** These terms and conditions constitute an agreement (hereinafter the “Agreement”) by and between HOTTEST LATINA IN AMERICA (hereinafter “HLIA”) and the participant (hereinafter “Participant”) and Participant hereby agrees to all of the terms and conditions herein stated and set forth below.

HLIA is a website for the purpose of selecting the “Hottest Latina in America” by the HLIA viewers and visitors who rate Participant’s photographs submitted to HLIA. Participant agrees and confirms that photographs released to HILA are provided by Participant only and agrees that no other person, company, entity, and/or representative may post photographs of Participant without permission.

In order to participate in contest, Participant agrees to terms and conditions stated on this Agreement and that if Participant is found to not be in compliance of said terms and conditions of this Agreement, Participant acknowledges and agrees that disqualification is appropriate. Participant also agrees to and understands that based on the number of votes each participant receives, the participant who receives the highest ratings and most votes, in the participating month and/or year, on the photographs submitted by Participant and published on the HLIA website will be named the “Hottest Latina in America” and will receive cash awards and prizes. Participant fully understands that due to the volume of viewers associated with HLIA, Participant acknowledges that HLIA is not responsible, nor liable, for any damages or harm that may come to participant for any information or photographs posted, uploaded, downloaded, or sent electronically to the HLIA website by Participant and that Participant acknowledges that photographs and information are for public viewing. Participant acknowledges and confirms that photographs posted on the HLIA website are in compliance with the terms and conditions stated in this Agreement and that if not in accordance of stated terms, that HLIA reserves the right for their posting and/or their removal from the HLIA website. HLIA reserves the right to post and/or modify, for clerical errors, typo’s, grammatical errors, on biography submitted.

**GUIDELINES:** Participant agrees to, confirms, and is in compliance of the following criteria stated herein, and if not in compliance HLIA has the right to remove photographs posted on the HLIA website:

**I. ELIGIBILITY:** To be eligible to participate in the HLIA contest a participant:

- a. must be born a female;
- b. must be between 18 and 30 years of age at the time of entry;
- c. must be of Latin/Hispanic descent, and or at least one parent, grandparent, or great grandparent having been born in Mexico, Central America, South America, Spain, Cuba, Puerto Rico, or the Caribbean Islands.

**II. ENTRY:** A participant meeting the eligibility requirements may enter the contest by posting two photographs taken within six months of submission of the participant in each of the following categories:

- a. Headshot. A color and/or black and white photograph is acceptable;
- b. Casual wear: Color photograph featuring participant in clothing participant wears during favorite outdoor activities and that includes but not limited to jeans, tank tops, t-shirts, day dresses, anything layered, sportswear, etc.
- c. Swim wear. A color photograph of participant in a one piece and/or bikini which may be bikini bottom style or Brazilian bottom style. No thong or g-string will be accepted by HLIA.
- d. Evening/Club wear. A color photograph of participant in evening wear such as gowns, dresses, pantsuits, etc.
- e. Sleep wear/ Lingerie (optional). A color photograph of participant in night-time wear such as night gowns, teddy's, etc. No thong or g-string photographs will be accepted by HLIA.

Failure of participant to post two (2) qualifying photographs in each mandatory category may render participant ineligible to receive any awards or prizes from the contest.

**III. STANDARDS:** All photographs submitted are to be of modest depictions. No nudes, partially nude or sexually suggestive photographs will be posted on the HLIA website, and if found may be immediately removed, and may subject the participant to disqualification from the HLIA contest. The determination that a photograph is impermissibly immodest rests solely with HLIA and the decision of HLIA is final.

HLIA reserves the right to make exceptions to the standards in the name of artistic value.

HLIA reserves the right to remove any or all of the photographs submitted by a participant in the sole discretion of HLIA.

HLIA may use any photograph submitted by participant for promotional purposes and may feature participants photograph commercially and/or for advertising purposes of the HLIA website.

Participant, by posting photographs on the HLIA website acknowledges and agrees that the photographs and/or participant will be rated by viewers and visitors to the HLIA website. HLIA is not responsible for any rating the participant may receive.

**IV DURATION:** The HLIA contest will run from April 1, 2011 through November 30, 2011. On December 1, 2011 the top 25 participants (those who have received the most votes and

highest ratings by the viewers/visitors to the HLIA website) shall be determined and featured on the HLIA website as “The Top 25”. Once the Top 25 have been determined the votes and ratings will be reset to zero. The members of the “Top 25” with the most votes/highest ratings on December 31, 2011 will be declared the winner of the contest and named “The Hottest Latina In America 2011.”

The Grand Prize for being named “The HLIA 2011” is \$5,000.00 and is subject to a minimum of 500 eligible participants in the contest. In the event that minimum participation is not achieved no grand prize will be awarded.

The first participant to receive 1000 votes in any calendar month of the contest will be named Miss (month) 2011, ie., Miss April 2011, Miss May 2011, etc., and will receive a cash award of \$250 (U.S.); and will be featured on the front page of the HLIA website for the following month and she’ll have a chance to be featured on a 2012 calendar.

A Participant can not win the prize two times in one calendar year.

The monthly prize is conditioned upon a minimum of 30 participants each calendar month. In the event the minimum participation levels are not achieved no cash award will be made.

HLIA may announce special events and prizes periodically by notice on the HLIA website, Facebook, Twitter, restaurant promotions and/or other media.

By entering this contest, each participant agrees to be bound by these terms and conditions. HLIA and its agencies are not responsible for any incorrect or inaccurate information, whether caused by website users or by any of the equipment or programming associates with or utilized in the contest or by any technical or human error which may occur in the processing of submissions in the contest. HLIA and their agencies assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of entries. HLIA and their agencies are not responsible for any problems or technical malfunctions of any telephone network or lines, computer systems, servers or providers, computer equipment or software on account of technical problems or traffic congestion on the Internet or combination thereof, including injury or damage to participants or to any other person’s computer related to or resulting from participating or downloading materials in this contest. If, for any reason, the contest is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of HLIA which corrupts or affects the administration, security, fairness, integrity or proper conduct of this contest, HLIA reserves the right to terminate the contest. HLIA reserves the right to add to and/or change the HLIA contest Terms and Conditions at any time without prior notice.

**THE JUDGES DECISIONS ARE FINAL**

By electronic signature below, the participant fully understands and agrees to the Terms and Conditions stated herein.