



Data Gimlet, Inc. presents

Seacoast Happy Hour.com

Policies, Guidelines, Definitions and Agreement

Effective January 1, 2012



Policies, Guidelines and Definitions

Content

- Seacoast Happy Hour does not promote the over consumption of alcohol or the sale (or consumption) of alcohol by minors. Our mission is to promote cost savings, rewards, coupons, etc., to the website visitor, in food, drink and event specials throughout the Seacoast. Every single page of our website provides a social responsibility element(s). Per the Laws of each individual state allow, Seacoast Happy Hour will only promote our website in direct association with any specific establishment (holding a valid Liquor License) to the general public, internal or external to that establishments' place of business or online presence, as applicable.
- Seacoast Happy Hour is a website displaying data about establishments, and partnering organizations, all across the Seacoast. However, Seacoast Happy Hour cannot and does not guarantee the validity of the information found anywhere on this website, nor will Seacoast Happy Hour be responsible (financially or otherwise) for inappropriate, inaccurate or missing data on establishments and partnering organizations. Seacoast Happy Hour (in some links) may act as a gateway to other information resources. This means the consumer can leave our site by clicking on our list of links. To that, Seacoast Happy Hour is also not responsible for the content, information, and links provided on those external websites / information resources. If you have questions, concerns, or comments on the content on these other sites, use the phone and/or e-mail contact links provided on the site in question. Establishments that have 'registered' with Seacoast Happy Hour may add, edit and delete establishment data (including images) to their associate establishment in our database, but again, Seacoast Happy Hour cannot and does not guarantee the validity of the information found anywhere on this website, nor will Seacoast Happy Hour be responsible for inappropriate, inaccurate or missing data on establishments.
- The owners and management of this site do not necessarily agree with any of the information posted on this web site. In such cases where the owners and/or management find any content (data, images or anything of the like) inappropriate to our target audience and/or market area, such content will be removed without notification. In some cases at the owners and/or management's sole discretion, an establishment may be 'banned' from our website due to inappropriate content without any notification. Inappropriate content is defined by the owners and management of Seacoast Happy Hour without published notice. If you find content on this website that you feel is inappropriate or inaccurate, we encourage you to Contact Us immediately.
- And finally, in some extremely rare cases, you may be a visitor to our website without your intention, knowledge, desire, etc., either thru accident on your part or thru your mistaken causes. Any further navigation (click, scroll or otherwise) within the Seacoast Happy Hour website, except for immediate exit, is considered acceptance to these content policy statements, and you indemnify Seacoast Happy Hour for any loss or damage you may incur, financially or physically. Any and all questions or concerns should be directed to Data Gimlet, Inc., the sole-owner of the Seacoast Happy Hour website; a New Hampshire corporation.

Registered Establishment

- If you have registered your establishment with Seacoast Happy Hour, you and the users you have granted access to, agree to all terms set forth in our Content Policy. In addition, you agree that any content you provide (data, images or anything of the like) will be accurate in all information and calendar dates, will not contain any inappropriate material including but not limited to profanity or pornographic material, nor will it promote any over consumption of alcohol, driving while intoxicated or promotion to minors, and will not link / name / identify / reference Seacoast Happy Hour to any alcoholic beverage, special or event outside of the establishments physical place of business or website, without the express permission of Seacoast Happy Hour. Finally, as a registered establishment and within the Content Policy, you agree to indemnify Data Gimlet, Inc. from any loss or damage you may incur (financially or physically).

Advertising

- As a customer (aka "Advertiser") to Data Gimlet, Inc., you agree to all terms set forth in the Content Policy and the Policy for Registered Establishments. In addition, all images provided as photos, pictures, coupons, rewards, gift certificates, or anything of the like, must adhere to our Image Guidelines.
- You the customer agree to indemnify and hold harmless DGI, its directors, officers, employees, agents and members for all losses, costs, damages and expenses, including reasonable attorneys' fees, arising from any claim, including without limitation for infringement of the rights of third parties based upon publication of the advertising in question, claims or suits for defamation, copyright or trademark infringement, misappropriation, violation to rights of privacy or publicity, food/drug/liquor misconduct or from any and all similar claims now known or hereafter devised.
- The following policies represent the Agreement between Data Gimlet, Inc. (DGI) and the Advertiser. DGI accepts advertising on the Seacoast Happy Hour (www.seacoasthappyhour.com) website. The appearance of advertising on this web site does not imply endorsement of the advertised company or product, nor does it provide any guarantees to any product or service sales. DGI has the right to refuse any advertising request, any advertisement that is deemed inappropriate or incompatible, and to stop accepting any advertisement previously accepted.
- The following, but not limited to, types of advertisements are prohibited:
 - Advertisements for weapons, firearms, ammunition and fireworks
 - Advertisements for gambling and lottery
 - Advertisements for any pornographic materials
 - Advertisements for 'miracle' cures or methods; that make unsubstantiated health claims
 - Advertisements for any product or service illegal under state and federal laws within the United States
 - Advertisements directed at children or any person under the age of 21
- The following advertisement formats are prohibited:
 - Advertisements considered 'Pop-ups' and/or 'Floating'
 - Advertisements that are designed to collect personally identifiable information from visitors to the Seacoast Happy Hour website without their knowledge or permission
- Advertisements may require approval from the DGI before they can appear on the site. Such review may extend to any negotiated landing page(s) the advertisement links to. The company sponsoring the website of any negotiated landing page must be clearly identified on that page. Advertisements are placed at random within the positioning/placement agreement. Advertisements do not automatically appear adjacent to relevant editorial except by chance, and will not perform any function/link/action 'on click' unless otherwise negotiated. On click advertisements negotiated to present relevant editorial content within Seacoast Happy Hour, or redirect user to a new browser window page, may require additional fees above the general public published list price.
- Any conditions, printed or otherwise, appearing on agreements, contracts, insertion or service orders, and/or instructions (including without limitation requested advertisement positioning/placement) which conflict with the provisions of these policies must be approved in writing by signature of a DGI owners or authorized management. DGI reserves the right to run an unlimited number of advertisements at any given time on the Seacoast Happy Hour website providing space available. The following definition to positioning/placement of the Seacoast Happy Hour website advertising space is as follows:
 - The "Homepage" is specific to the default Seacoast Happy Hour landing page
 - A "Content Page" is specific to all other pages presented under Seacoast Happy Hour
 - Run of Site "ROS" is open to all pages presented under Seacoast Happy Hour
- All advertisements must be submitted digitally to the Image Guidelines indicated via the Photo Manager, by e-mail or by CD-ROM. Any failure by the advertiser to provide creative advertisements shall not relieve the payment obligation or alter the scheduled advertisement dates. DGI will not be held responsible for the quality of any portion of the advertisement. DGI may not accept any advertisement that does not meet the Image Guidelines.
- If the Advertiser wishes to pull the listed ad prior to the beginning period, the request must be submitted in writing via post delivery. There will be no refunds given for early withdrawal of advertising once the period begins, nor does early withdrawal relieve the Advertiser of the financial commitments signed to in this Agreement.

Image Guidelines

- All images provided to, or submitted to, Seacoast Happy Hour for the Advertising programs must adhere to the following guidelines (including all policy statements to Content):
 - Advertisement image must be of exactly requested placement size
 - Advertisement image may be of JPG/GIF/PNG or Flash format
 - Advertisement image must not exceed 40kb
- DGI reserves the right to reject any image submitted, for any program, without any cause. DGI agrees that the rejected image may terminate, at the request of the authorized contact, any agreement to which that image is associated.

Partners

- To be defined as a Partner with Seacoast Happy Hour (DGI), and when requesting the offered partner discounts to services, the partnering organization must agree to a cross-marketing and promotion campaign which includes, but is not limited to:
 - Placement of the Seacoast Happy Hour logo, website link and description on their Partner page or homepage equivalent
 - New partner announcement to their registered email subscribers and social media base (specific to the Seacoast geography)
 - At least one, annual, co-funded (50/50) partner promotional event where both parties mutually benefit in the results



Services Agreement

Data Gimlet, Inc.
 3 Marjorie Street
 Portsmouth, NH 03801

Site: www.seacoasthappyhour.com
Email: media@seacoasthappyhour.com
Fax: (603) 590-8936

Reference: _____

Authorization Date: _____

Type	Start Date	End Date	Months	List	Discount	Extended	Placement	Total Cost
Standard Ad								
Premier One								
Premier Two								
							Full Payment, -OR-	
							by Month +0.125%	
							Applicable Promotion Value	

Payment Method: Credit Card Check/Invoice

Establishment Name: _____

Contact Name: _____

Contact Phone: _____

Contact Email: _____

Card Number: _____

Expiration Date: _____

Authorized Signature: _____

Notes:

- If by check, please make payable to Data Gimlet, Inc. Signature of this Agreement verifies that the Customer has received, read and agrees to all Policies, for any goods or services provided. Signature of this agreement is only provided by an authorized financial representative of the Customer. Any goods and services not provided until initial/full payment is verified.