

# PREPARING FOR INSTRUMENTAL MUSIC REGISTRATION

## **Before You Get Started**

If you have ever registered for an ALF program in the past, this year will be a little different. We have a whole new registration system. What this means for you, the parent, is that it will look and act differently than before. Also, the parent and student information in your account from the old system, is no longer there for you to retrieve. You will need to re-enter it. What it means for us, the organization, is that we are learning to use the system and there may be glitches. We apologize in advance if something goes wrong with your registration. If you have a problem, send an email to [programs@alflintridge.org](mailto:programs@alflintridge.org) or call us at 818-790-2211 and we will correct the problem as quickly as possible.

## **Registration Questions We Ask**

During the registration process, we will ask for information and request that you make selections. You can prepare in advance by pre-reading the language of the choices and gathering the information together in one place. Here are some of the details:

### Parent Email - List

This is the primary email that will be used as a login for your account and the one used for all communications from ALF. A second parent email can be added later.

### Student Information - List

Name, address, home phone, parent email (same one), gender, date of birth, grade in the fall, school attending in the fall, whether student attends AM or PM classes in school and/or if they are in the Virtual Learning Academy (VLA)

### Instrument Rental – Yes or No?

“Assistance League of Flintridge Offers Instrument Rentals. If you would like to rent an instrument from ALF, please check "Yes" below and a Rental Fee of \$200 will be added to your cart.\*

### **Please read and accept the following instrument rental provisions:**

- Percussion instruments are not available to rent
- The parent agrees to be responsible for any damage or loss of the instrument.
- The Instructor must approve in advance any repair or replacement of an instrument.
- The parent agrees to return the instrument in the same condition it was received. Instruments must be returned on or before the last day of class or immediately if student is no longer in the program. Failure to return an instrument before the deadline may result in a \$50 Late Return Fee.
- The parent is responsible for providing replacement incidentals (strings, rosin, reeds, oil, cork, grease, etc.)

Rent instrument? Yes or No? If Yes, I agree to the terms and conditions above. Parent’s initials.

### IMPORTANT - PLEASE NOTE:

ALF has a limited number of instruments for rent. Pre-payment for instrument rental does not guarantee an instrument will be available for your student. If an appropriate instrument is not available, this Instrument Rental Fee will be refunded.

Registration and Instrument Rental will close on November 4, 2020 at 5:00 PM. All rented instruments must be picked up on Rental Day, November 7, 2020 between 10 AM - 2 PM, as assigned. See [Rentals & Events](#) for more details.”

“Parents - This class is online. It is unlikely that students and instructors will be able to physically meet during the course of this class due to COVID-19. However, state and county guidelines continue to evolve, so just in case, we are asking for emergency contact information as if a physical class is taking place. Thank you for your understanding.”

Special Needs - List

“IMPORTANT - Please list in the box any SPECIAL NEEDS, physical or behavioral; ALLERGIES, food or medication; MEDICATIONS REQUIRED; or any other issues that would warrant special help while participating in Instrumental Music. If NONE, please indicate.”

Emergency Medical Authorization – List

Physician name, address, phone number two emergency contact names, phone numbers, relationship

Disaster Release to Friend - Yes or No?

“In the event of a disaster, if parents or alternates are not available, my child may be released to an adult familiar to them.”

Photo Release – Yes or No?

“Zoom classes will be recorded for internal purposes only and will not be used for public viewing. Students may have the opportunity to perform collaboratively online. These performances may be shown on ALF’s private Instrumental Music channel on YouTube available only through links provided to parents. Permission for such participation is included in the statement below.

I authorize Assistance League of Flintridge to publish photographs taken of my minor children and their names, for use in the organization's publicity/advertising programs, including but not limited to printed publications, newspaper articles, website and social media.”

How Did You Hear? - List

“How did you hear about our program?” Thank you for providing this. It helps our program.

“Anything else you would like to share with us? (ie. Student has taken private lessons for 3 years.)”

Parent/Guardian(s) Information - List

Name, date of birth, relationship, address, email address, cell phone, business phone, name of person with whom the student resides, if different than above

“All contact from ALF Instrumental Music directly to parents, including emergencies, will be to this phone and/or email\* address first. Please provide a number and email where someone can be reached while your student is participating in the program. \* Do not "unsubscribe" from Activenetwork or informational emails may not reach you. Contact the ALF Programs Office at [programs@alflintridge.org](mailto:programs@alflintridge.org) or 818-790-2211 if you have trouble with ALF emails.”

ALF Waiver - I accept

“EMERGENCY MEDICAL AUTHORIZATION - I am the parent/guardian of the above named student. In case I am unable to be reached during any emergency, I hereby authorize a representative of the Assistance League/program, pursuant to the provisions of Family Code section 6910, to act as my agent to consent to the giving of any and all medical, dental, hospital or surgical care to the above named student.

I UNDERSTAND that my child must comply with Assistance League of Flintridge BEHAVIOR STANDARDS as detailed on the ALFlintridge.org website. Failure to comply could result in exclusion from the program without refund.

I UNDERSTAND that classes are subject to cancellation in case of insufficient enrollment.

I UNDERSTAND that there are NO PROGRAM FEE REFUNDS UNLESS A CLASS IS CANCELLED BY ASSISTANCE LEAGUE OF FLINTRIDGE.”

## **LEGAL REQUIREMENTS BY ACTIVE NETWORK LLC**

### **ACTIVE AGREEMENT AND WAIVER** - I accept

#### **ACTIVE AGREEMENT AND LIABILITY WAIVER ("Agreement and Waiver")**

**PLEASE READ THE FOLLOWING AGREEMENT AND WAIVER CAREFULLY, AS IT AFFECTS YOUR FUTURE LEGAL RIGHTS. BY PROCEEDING WITH REGISTERING FOR THE EVENT, YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE CAREFULLY READ THE AGREEMENT AND WAIVER AND AGREE TO THE TERMS SET FORTH BELOW.**

Though you still need to read the entire document, some of the key points of this Agreement and Waiver are highlighted here:

- The activity for which you are registering (the "Event") may be physically challenging and pose a risk of discomfort, illness, injury, and even death. It is your responsibility to ensure that you are in sufficient physical condition to participate in the Event without risk to your health or your life. We do not conduct health or fitness checks on entrants.
- Some Events may pose certain risks to participants and observers. We cannot remove risks to participants and observers and, accordingly, you participate and/or observe at your own risk.
- Where you have registered or entered on behalf of anyone under the age of 18 or have accompanied anyone under the age of 18 to observe the Event, you also agree to the contents of this Agreement and Waiver on behalf of the person under 18.

In consideration of being permitted to register and/or participate in and/or observe the Event, on behalf of yourself and any personal representatives, assigns, heirs, executors, successors, next of kin, and persons supported by you (if relevant under the applicable laws), you understand that:

1. Authority to Register and/or to Act as Agent. You represent and warrant to Active Network, LLC ("Active") that you have full legal authority and capacity to complete the registration for the Event, including this Agreement and Waiver, on behalf of yourself and/or, where applicable, any party for whom you are registering (the "Registered Parties"), including full authority to make use of the credit or debit card to which registration fees will be charged. As used in this Agreement and Waiver, (a) "Active" means and includes Active Network, LLC, its partners, licensors, and any and all subsidiaries, affiliated entities, or entities that control, are controlled by, or are under common control with Active singly or together and its and each of their officers, employees, contractors, subcontractors and agents and each of their agents, representatives, successors and assigns; and (b) "you" or "your" means and includes you (as an individual) and all other Registered Parties for whom you are registering, and by virtue of agreeing to this Agreement and Waiver, for whom you are waiving certain rights.

If you are registering a child under the age of 18 or an incapacitated adult, you represent and warrant that you are the parent or legal guardian of that party and have the legal authority and capacity to enter into this Agreement and Waiver on his/her behalf and by proceeding with registration for the Event, you agree that the terms of this Agreement and Waiver shall apply equally to all of the Registered Parties. To the extent permitted by law, each person agreeing to this Agreement and Waiver for him/herself and/or on behalf of another Registered Party (including, without limitation, any minor) agrees to indemnify, defend, and hold Active harmless from any liability, claim, demand, cause of action, damage, loss, or expense (including court costs and reasonable attorneys's fees) of any kind or nature (each, a "Liability" and collectively "Liabilities") in the event the Liability arises because a Registered Party is found by a court of competent jurisdiction to not be bound by the terms and conditions of this this Agreement and Waiver. In addition, if, despite this Agreement and Waiver, any of the Registered Parties makes a claim against Active, you agree, immediately upon request or demand by Active, to defend, indemnify, and hold Active harmless from all Liabilities which may be incurred as the result of such claim.

**2. ASSUMPTION OF RISK. IN CONSIDERATION OF THE ACCEPTANCE OF YOUR REGISTRATION AND PARTICIPATION IN THE EVENT, YOU ASSUME FULL AND COMPLETE RISK AND RESPONSIBILITY FOR ANY DISCOMFORT, ILLNESS, INJURY,**

**OR ACCIDENT WHICH MAY OCCUR WHILE YOU ARE PREPARING FOR THE EVENT, DURING THE EVENT, WHILE YOU ARE ON THE PREMISES OF THE EVENT, OR WHILE YOU ARE TRAVELING TO OR FROM THE EVENT. YOU UNDERSTAND THAT, DEPENDING ON THE NATURE OF THE EVENT, PARTICIPATING IN THE EVENT MAY BE HAZARDOUS, AND THAT YOU SHOULD NOT ENTER AND PARTICIPATE UNLESS YOU ARE IN SUFFICIENT PHYSICAL CONDITION TO PARTICIPATE. IF NEEDED, YOU SHOULD CONSULT YOUR DOCTOR BEFORE PARTICIPATING IN THE EVENT. IF APPLICABLE, YOU ACKNOWLEDGE AND AGREE THAT THE EVENT MAY BE HELD OVER PUBLIC ROADS AND FACILITIES OPEN TO THE PUBLIC DURING THE EVENT AND UPON WHICH HAZARDS ARE TO BE EXPECTED. YOU ALSO ACKNOWLEDGE AND AGREE THAT PARTICIPATION IN THE EVENT MAY CARRY WITH IT CERTAIN INHERENT RISKS AND DANGERS THAT CANNOT BE ELIMINATED COMPLETELY RANGING FROM RISK OF MINOR DISCOMFORT TO CATASTROPHIC INJURIES INCLUDING PERMANENT DISABILITY AND DEATH. YOU ARE AWARE OF AND ASSUME ALL RISKS ASSOCIATED WITH PARTICIPATING IN THE EVENT, INCLUDING, WITHOUT LIMITATION, RISKS OF PERMANENT INJURY OR DEATH DUE TO FALLS, OBSTACLES, CONTACT WITH OTHER PARTICIPANTS, ACTS OR OMISSIONS OF OTHER PARTICIPANTS, EFFECT OF WEATHER, TRAFFIC AND CONDITIONS OF ANY ROAD.**

3. Representations. You represent and warrant that you are in sufficient physical condition to safely participate in the Event, and have no medical condition that would make your participation in the Event more hazardous. You consent to medical care and transportation in order to obtain treatment in the event of injury to you and understand that this Agreement and Waiver extends to any liability arising out of or in any way connected with the medical treatment and transportation provided in the event of an emergency and/or injury. You understand that no medical care may be available, but if it is, you assume liability for any and all medical expenses incurred as a result of your participation in the Event (where such medical expenses are not provided on a free of charge basis by any medical services organizations, clinics, or hospitals), including, but not limited to ambulance transport, hospital stays, physician, and pharmaceutical goods and services. You agree to observe and obey all posted rules and warnings, to follow any instructions or directions provided to you by Active or the Event organizer and to abide by any decision of any Event official relative to your ability to safely participate in or attend the Event. You understand and agree that you are expected to exhibit appropriate behavior at all times while at the Event and to obey all applicable laws while participating in or attending the Event. This includes, generally, respect for other people, equipment, facilities or property. You agree that Event officials may dismiss you, without refund, should your behavior, in the opinion of Active or the Event organizer, endanger the safety of or negatively affect the Event. You understand and agree that you are responsible for taking care of your own personal belongings during the Event and, to the maximum extent permitted by law, neither Active nor the Event organizer is responsible for any personal item or property that is lost, damaged or stolen at the Event. You understand and agree that the Event organizer reserves the right to cancel the Event in the event of weather (including, but not limited to, heat, tornadoes, earthquakes, fires, storms, lightning and floods), accidents, acts of war or terrorism, military conflicts or riots, or for any reason that would affect the safety and security of Event participants and/or spectators or the feasibility of the Event to be held. In the event of such cancellation or any other cancellation for any reason, there will be no refund of your payment unless authorized and paid by the Event organizer.

**4. RELEASE AND WAIVER OF LIABILITY. YOU HEREBY WAIVE, RELEASE, COVENANT NOT TO SUE AND FOREVER DISCHARGE ACTIVE AND ALL OTHER PERSONS ASSOCIATED WITH THE EVENT, FOR ALL LIABILITIES, CLAIMS, ACTIONS, OR DAMAGES THAT YOU MAY HAVE AGAINST THEM ARISING OUT OF OR IN ANY WAY CONNECTED WITH YOUR REGISTRATION AND/OR PARTICIPATION IN THE EVENT, INCLUDING WITHOUT LIMITATION ANY LIABILITIES, CLAIMS, ACTIONS, OR DAMAGES CAUSED BY NEGLIGENCE OF THE ABOVE PARTIES (INCLUDING ANY NEGLIGENT RESCUE ATTEMPT), THE ACTION OR INACTION OF ANY OF THE ABOVE PARTIES, OR OTHERWISE.**

**ACTIVE SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF ACTIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES). WITHOUT LIMITING THE FOREGOING, ACTIVE WILL NOT BE RESPONSIBLE FOR (A) THE USE OR THE INABILITY TO USE THE ACTIVE SITES, PRODUCTS OR SERVICES; (B) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE ACTIVE SITES; (C) YOUR PARTICIPATION IN ANY PROMOTION OR PROGRAM COORDINATED BY ACTIVE; (D) PERSONAL INJURY; (E) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (F) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE ACTIVE SITES; (G) ANY OTHER MATTER RELATING TO THE ACTIVE SITES, OR ACTIVE PRODUCTS OR SERVICES; OR (H) YOUR PARTICIPATION IN THE EVENT. YOU AGREE THAT ACTIVE'S MAXIMUM LIABILITY TO YOU, FOR ANY REASON OR CAUSE WHATSOEVER, SHALL NOT EXCEED THE TOTAL AMOUNT OF MONIES RECEIVED BY ACTIVE FROM YOU.**

**NOTHING IN THIS AGREEMENT AND WAIVER SHALL BE CONSTRUED AS LIMITING OR EXCLUDING ACTIVES OR THE EVENT ORGANIZER'S LIABILITY FOR: (A) DEATH OR PERSONAL INJURY CAUSED BY GROSS NEGLIGENCE; (B) FRAUD OR FRAUDULENT MISREPRESENTATION; OR (C) ANY OTHER MATTER FOR WHICH IT WOULD BE ILLEGAL OR UNLAWFUL TO**

**EXCLUDE OR ATTEMPT TO EXCLUDE LIABILITY. YOUR STATUTORY RIGHTS AS A CONSUMER ARE NOT AFFECTED BY THIS AGREEMENT AND WAIVER.**

**5. INDEMNITY. YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS ACTIVE AND ALL OTHER PERSONS ASSOCIATED WITH THE EVENT, FROM ALL LIABILITIES ARISING OUT OF OR IN ANY WAY CONNECTED WITH (A) YOUR PARTICIPATION IN THE EVENT, INCLUDING WITHOUT LIMITATION ANY LIABILITY CAUSED BY NEGLIGENCE (INCLUDING ANY NEGLIGENT RESCUE ATTEMPT), THE ACTION OR INACTION OF ACTIVE, (B) YOUR USE OF ACTIVE, OR (C) ANY VIOLATION BY YOU OF ANY TERMS OF THIS AGREEMENT AND WAIVER AND/OR THE TERMS OF SERVICE LOCATED AT [HTTP://WWW.ACTIVENETWORK.COM/INFORMATION/TERMS-OF-USE.HTM](http://www.activenetwork.com/information/terms-of-use.htm).**

**6. DISCLAIMER OF WARRANTIES. YOU EXPRESSLY AGREE THAT USE OF ACTIVE'S SERVICES IS AT YOUR SOLE RISK. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. ACTIVE MAKES NO WARRANTY THAT ACTIVE SITES' SERVICES WILL BE UNINTERRUPTED, SECURE, OR ERROR FREE. ACTIVE EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. ACTIVE DOES NOT GUARANTEE THE ACCURACY OR COMPLETENESS OF ANY INFORMATION ON, OR PROVIDED IN CONNECTION WITH, THE ACTIVE SITES. ACTIVE IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS, OR FOR THE RESULTS OBTAINED FROM THE USE OF SUCH INFORMATION.**

**7. Severability. You further expressly agree that this Agreement and Waiver is intended to be as broad and inclusive as is permitted by applicable law, and if any provision of this Agreement and Waiver is held to be unenforceable by a court of competent jurisdiction for any reason whatsoever, (a) the validity, legality, and enforceability of the remaining provisions of this Agreement and Waiver (including without limitation, all portions of any provisions containing any such unenforceable provision that are not themselves unenforceable) shall not in any way be affected or impaired thereby, and (b) to the fullest extent possible, the unenforceable provision shall be deemed modified and replaced by a provision that approximates the intent and economic effect of the unenforceable provision and the Agreement and Waiver shall be deemed amended accordingly.**

**8. ACCEPTANCE. BY INDICATING YOUR ACCEPTANCE OF THIS AGREEMENT AND WAIVER, YOU ARE AFFIRMING THAT YOU HAVE READ THIS AGREEMENT AND WAIVER AND FULLY UNDERSTAND ITS TERMS. YOU UNDERSTAND THAT YOU AND ALL REGISTERED PARTIES ARE GIVING UP SUBSTANTIAL RIGHTS, INCLUDING THE RIGHT TO SUE. YOU ACKNOWLEDGE THAT YOU ARE AGREEING TO THIS AGREEMENT AND WAIVER FREELY AND VOLUNTARILY, AND INTEND BY YOUR ACCEPTANCE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW. IF THE PARTICIPANT IS A MINOR OR INCAPACITATED ADULT, YOU CERTIFY THAT YOU ARE THE PARTICIPANT'S PARENT OR GUARDIAN AND AGREE TO THIS WAIVER AND RELEASE FROM LIABILITY ON BEHALF OF THE PARTICIPANT.**

**9. Applicable Law; Consent to Jurisdiction; Other Jurisdiction-Specific Provisions.**

**Provisions Applicable to Events Held in Australia:** You agree that this Agreement and Waiver is governed by the law of New South Wales and you irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of New South Wales for all matters relating to this Agreement and Waiver.

**Provisions Applicable to Events Held in Hong Kong:** You agree that the laws of Hong Kong will apply to all matters relating to this Agreement and Waiver. You irrevocably consent that exclusive jurisdiction for any dispute with Active relating to this Agreement and Waiver shall be the courts of Hong Kong.

You irrevocably grant Active and the Event organizer permission to exhibit, edit, circulate, publish and use your personal data (as defined in the Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong)).

This Agreement and Waiver is written in English and Chinese. In case of discrepancies between the two versions, the English version shall prevail.

**Provisions Applicable to Events Held in Ireland:** You agree that the laws of the Ireland will apply to all matters relating to this Agreement and Waiver. You irrevocably consent that exclusive jurisdiction for any dispute with Active relating to this Agreement and Waiver shall be the courts of Ireland.

You agree to release Active, the Event organiser and all or any other Occupiers ("Occupiers" has the meaning given to the term "Occupier" by section 1 of the Occupiers Liability Act, 1995 ) for the time being from any claims that might otherwise subsist under the Occupiers Liability Act, 1995, to the maximum extent permitted by law.

**Provisions Applicable to Events Held in New Zealand:** You agree that this Agreement and Waiver is governed by the law of New Zealand and you irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of New Zealand for all matters relating to this Agreement and Waiver.

**Provisions Applicable to Events Held in Singapore:** You agree that the laws of Singapore will apply to all matters relating to this Agreement and Waiver. You irrevocably consent that exclusive jurisdiction for any dispute with Active relating to this Agreement and Waiver shall be the courts of the Republic of Singapore.

**Provisions Applicable to Events Held in the United Kingdom:** You agree that the laws of England and Wales will apply to all matters relating to this Agreement and Waiver. You irrevocably consent that exclusive jurisdiction for any dispute with Active relating to this Agreement and Waiver shall be the courts of England and Wales.

**Provisions Applicable to Events Held in the United States of America:** You agree that the laws of the State of Texas, United States of America, without regard to the conflict of laws principles thereof, will apply to all matters relating to this Agreement and Waiver. You irrevocably consent that exclusive jurisdiction for any dispute with Active relating to this Agreement and Waiver resides in the courts of Dallas, Texas, and you further agree and expressly consent to the exercise of personal jurisdiction in the courts of Dallas, Texas in connection with any such dispute including any claim involving Active.

## **TERMS OF USE – I Accept**

Effective Date: May 25, 2018

These Terms of Use are made and entered into by and between you and Active. **“Active”, “we”, “us” or “our”** means either (i) Active Network, LLC, with offices at 717 N. Harwood St., Suite 2500, Dallas, TX, 75201, or (ii) if your billing address is in Canada, The Active Network, Ltd., with offices at 2925 Virtual Way Unit 310, Vancouver BC V5M 4X5. **“You” or “your”** refers to you, a user of the Site or parent or legal guardian (over the age of 18) if such user is a minor in his or her state of residence. These Terms of Use shall apply to (a) all websites owned and/or operated by Active including without limitation the website on which these Terms of Use are posted and Active’s subsidiary and/or affiliate entities, including but not limited to Maximum Solutions, LLC, JumpForward LLC, and Teampages Inc., whether or not referred to directly as Active, as well as mobile versions thereof and social networking service pages and applications (collectively, the **“Site”**), and (b) any and all services available on or through the Site (the **“Services”**). By accessing and/or using the Site, you are expressly agreeing to comply with and be bound by the following Terms of Use and any other policies, rules or guidelines that may be applicable to Services on the Site (**“Additional Terms”**), as well as all applicable laws and regulations. Further, you acknowledge that you have read and understood Active’s Privacy Policy located at: <http://www.activenetwork.com/information/privacy-policy> (the **“Privacy Policy”**), which you understand will apply to the processing of your personal information in relation to the Site and the Services.

Active may revise and update these Terms of Use at any time; please periodically review them, because your continued usage of the Site indicates your agreement with any such changes. Any changes we make will be effective immediately upon notice, which we may provide by any means including, without limitation, posting a revised version of these Terms of Use on the Site. If we make any material changes to these Terms of Use, we will endeavor to notify you in advance of such change, by highlighting the change on the Sites or by sending an email to you at the email address that you have registered with us. You can determine when these Terms of Use were last revised by referring to the “Last Updated” legend at the top of these Terms of Use. You should return to this page periodically to ensure familiarity with the most current version of these Terms of Use.

To the extent that there is a conflict between these Terms of Use and the Additional Terms for an event, camp, license, class, ticket, contest, permit, facility/equipment reservation, transaction, sale, membership, reservation, donation, and/or activity for which you are using the Site to register or purchase (each, an **“Event”**), the Additional Terms of use shall govern. These Terms of Use will remain in full force and effect as long as you are a user of the Site and in the event of termination of any membership, service or feature, you will still be bound by your obligations under these Terms of Use, including any indemnification obligations, warranties, and limitations of liability.

**By using or attempting to use the Site, you certify that (i) you are a resident of the United States and are at least 16 years of age or, if under the age of 16, your parent has consented to your use of the Site via our consent mechanism as provided to your parent, or (ii) you are not a resident of the United States and are at least 18 years of age or, if under the age of 18, you have the consent of your parent or guardian (over the age of 18) to use the Site. You also certify that you are not a person barred from receiving Services under the laws of the United States or other applicable jurisdiction. If you do not meet these requirements or, if for any reason, you do not agree with all of the terms and conditions contained in these Terms of Use, you must stop using the Site immediately.**

### **1. Registration**

You may browse the Site and view content without registering, but as a condition to using certain aspects of the Site, you may be required to register with Active and select a password and screen name (your **“registration”**). You are responsible for maintaining the confidentiality of your registration, and you undertake that you shall not disclose your registration to any other person. You shall not (i) select or use as your registration a name of another person with the intent to impersonate that person; (ii) use as your registration a name subject to any rights of a person other than you without appropriate authorization; or (iii) use as your registration a name that is otherwise offensive, vulgar or obscene.

You shall be responsible for all uses of your registration, whether or not authorized by you. You will immediately notify Active in writing of any unauthorized use of your account, or other account related security breach of which you are aware. You also agree to: (i) provide true, accurate, current and complete information about yourself as submitted to Active, and (ii) maintain and promptly update your registration information to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or Active has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Active has the right to immediately suspend or terminate your account and refuse any and all current or future use of the Site or Services (or any portion thereof) in its sole discretion.

Active's use of your registration data, together with other personal information, is addressed in the Privacy Policy. To the extent permissible by law, we are not liable for any harm caused or related to the theft or misappropriation of your user name or password due to your failure to take reasonable measures to maintain the confidentiality of your registration, your disclosure of your user name or password, or your authorization of anyone else to use your user name or password. If you have reason to believe that your registration is no longer secure, you must promptly change your password to the Site and immediately notify us of the problem by contacting us at support@active.com. In the event of any dispute between two or more parties as to account ownership, you agree that Active will be the sole arbiter of such dispute in its sole discretion and that Active's decision (which may include termination or suspension of any account subject to dispute) will be final and binding on all parties.

## **2. Code of Conduct.**

In connection with User Content (as defined in Section 6 below) and your use of the Site, you agree that you will not, nor permit anyone else to, indirectly or directly:

- upload, post, email, transmit or otherwise make available any User Content that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as proprietary or confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- submit information that includes non-public personal or identifying information (including personal data) about another person without that person's explicit consent, where that person is specifically aware that Active will process their information for the purposes envisaged by your disclosure;
- upload, post, email, transmit or otherwise make available any User Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;
- restrict or inhibit any other visitor or member from using the Site, including, without limitation, by means of "hacking" or defacing any portion of the Site;
- access or attempt to access parts of the Site for which you are not authorized by Active, circumvent or attempt to circumvent any security or password protection on the Site, access the Site by any means other than through the interface that is provided and authorized by Active;
- modify any software for the Site in any manner or form, nor use modified versions of such software, including (without limitation) for the purpose of obtaining unauthorized access to the Site;
- use the Site or Materials (as defined in Section 3 below) for any unlawful purpose;
- express or imply that any statements you make are endorsed by us, without our prior written consent;
- impersonate any person or entity, whether actual or fictitious, including any employee or representative of Active;
- forge headers or otherwise manipulate identifiers in order to disguise the origin of any User Content transmitted through the Site;
- transmit (a) any content or information that is unlawful, fraudulent, threatening, abusive, libelous, defamatory, obscene, pornographic, hateful, vulgar or otherwise objectionable, or infringes our or any third party's intellectual property or other rights; (b) any material, non-public information about companies without the authorization to do so; (c) any trade secret of any third party; or (d) any advertisements, solicitations, chain letters, pyramid schemes, investment opportunities or other unsolicited commercial communication (except as otherwise expressly permitted by us);
- use the Site to harm minors in any way;
- engage in spamming or flooding;
- transmit any software or other materials that contain any viruses, worms, Trojan horses, defects, date bombs, time bombs or other items of a destructive nature;
- modify, adapt, sublicense, translate, sell, reverse engineer, decompile or disassemble any portion of the Site or otherwise attempt to derive any source code or underlying ideas or algorithms of any part of the Site;
- remove any copyright, trademark or other proprietary rights notices contained on the Site;
- "frame" or "mirror" any part of the Site;
- "stalk" or otherwise harass another;
- link to any page of or content on the Site without written authorization;

- use any robot, bot, spider, offline reader, site search/retrieval application or other manual or automatic device or process to retrieve, index, data mine, scrape or in any way reproduce or circumvent the navigational structure or presentation of the Site or its contents without our prior written consent, including with respect to any CAPTCHA displayed on the Site. Notwithstanding the foregoing, Active grants the operators of public search engines permission to use spiders to copy materials from the site for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials. Active reserves the right to revoke these exceptions either generally or in specific cases;
- harvest or collect information about Site visitors or members without Active's express consent (which may be contingent upon you obtaining the consent of any such Site visitors or members, in the terms stipulated by Active);
- take any action that imposes or may impose (in Active's sole discretion) an unreasonable or disproportionately large load of data, information, or queries on our (or our third party providers') infrastructure;
- share use of your password or use any passcode or password, regardless of whether or not such passcode or password is unique, to participate in any offer on the Site if you are not the original recipient of such passcode or password;
- provide material support or resources (or to conceal or disguise the nature, location, source, or ownership of material support or resources) to any organization(s) designated by the United States government as a foreign terrorist organization pursuant to Section 219 of the Immigration and Nationality Act; and/or
- violate any applicable local, state, national or international law, including, but not limited to, regulations promulgated by the U.S. Securities and Exchange Commission, any rules of any national or other securities exchange, including, without limitation, the New York Stock Exchange, the American Stock Exchange or the NASDAQ, and any regulations having the force of law.

The foregoing actions shall constitute a material breach of these Terms of Use.

You acknowledge, consent and agree that Active may access, preserve and disclose your account information and User Content if required to do so by law or in a good faith belief that such access preservation or disclosure is reasonably necessary to: (a) comply with laws, rules, regulations, or legal process; (b) enforce these Terms of Use; (c) respond to claims that any User Content violates the rights of third parties; (d) respond to your requests for customer service; or (e) protect the rights, property or personal safety of Active, its users and the public.

You understand that the technical processing and transmission of the Site, including your User Content, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

You understand that the Site and software embodied within the Site may include security components that permit digital materials to be protected, and that use of these materials is subject to usage rules set by Active and/or content providers who provide content to the Site. You may not attempt to override or circumvent any of the usage rules embedded into the Site. Any unauthorized reproduction, publication, further distribution or public exhibition of the materials provided on the Site, in whole or in part, is strictly prohibited.

Should you choose to submit any ideas, suggestions, documents, and/or proposals ("**Submissions**") to Active through any of its media, you acknowledge and agree that: (a) your Submissions do not contain confidential or proprietary information; (b) Active is not under any obligation of confidentiality, express or implied, with respect to the Submissions; (c) Active shall be entitled to use or disclose (or choose not to use or disclose) such Submissions for any purpose, in any way, in any media worldwide; (d) Active may have something similar to the Submissions already under consideration or in development; (e) your Submissions shall automatically become the property of Active without any obligation of Active to you; and (f) you are not entitled to any compensation or reimbursement of any kind from Active under any circumstances.

### **3. Ownership and Restrictions on Use.**

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#### **4. Making Purchases.**

If you wish to purchase products or services or register for an Event described on the Site (each, a "**Transaction**"), you will be asked to supply certain information applicable to your Transaction, including, without limitation, credit card and other information. You understand that any such information will be treated by Active in the manner described in our Privacy Policy. You agree to pay all charges incurred by you or any users of your account and credit card (or other applicable payment mechanism) at the price(s) in effect when such charges are incurred. You will also be responsible for paying any applicable taxes relating to your Transactions. In addition to these Terms of Use, your Transaction shall be subject to any Additional Terms applicable to such services, features or purchases. Registration for Events may be regulated by certain state, county and city laws or regulations. You acknowledge that complying with any such laws is your responsibility, and YOU AGREE NOT TO HOLD US LIABLE FOR YOUR FAILURE TO COMPLY WITH ANY LAW OR OUR FAILURE TO NOTIFY YOU OF, OR PROPERLY APPLY, ANY LAW. WE WILL COMPLY WITH LAW ENFORCEMENT AND MAY PROVIDE THEM WITH ALL INFORMATION YOU SUBMIT TO US TO ASSIST IN ANY INVESTIGATION OR PROSECUTION THEY MAY CONDUCT. You represent and warrant that all information you provide, including but not limited to all information concerning your name, address, credit card number, and other identifying information of any nature will be true, complete and correct, and that you will update all information as it changes. You agree that you will only use credit cards belonging to you or for which you are expressly authorized to use. You further agree that you will not attempt to conceal your identity or location by using virtual private networks ("**VPNs**") multiple Internet Protocol ("**IP**") addresses or email addresses. You grant Active the right to provide any information you submit to third parties for purposes of facilitating the completion of Transactions initiated by you or on your behalf. Verification of information may be required prior to the acknowledgment or completion of any Transaction.

Descriptions or images of, or references to, third party products, services, or Events on the Site do not imply Active's endorsement of such products or services. We reserve the right, without prior notification, to change such descriptions or references; to honor, or impose conditions on the honoring of, any coupon, coupon code, promotional code or other similar promotions; to bar any user from making any or all Transaction(s); to limit the order quantity on any product or service; and/or to refuse to provide any user with any product or service. Verification of information applicable to a purchase may be required prior to Active's acceptance of any order. Price and availability of any product or service are subject to change without notice.

If we are unable to verify or authenticate any information you provide during any registration, ordering, purchase, sale, authentication, delivery, payment or remittance process, or any other process, or if we are no longer able to verify or

authorize your credit card or bank account information, your event registration may be cancelled, we may refuse to honor all pending and future purchases made on such credit card accounts and/or on any online accounts associated with such credit card accounts, and you may be prohibited from using the Site. Charges and Billing. The Site may require payment of access fees. By registering for the Site, you hereby authorize Active to charge your credit card in advance for all applicable fees incurred by you in connection with your chosen service, purchase or registration for your account. You hereby understand and agree that in most cases, Active will be charging your designated credit card in accordance with the payment schedule of the Transaction, Service or Event for which you have registered, but some service fees may accumulate on your credit card account before they are actually charged to your credit card. You further understand and agree that it is your responsibility to notify Active of any changes to your credit card or if your credit card has expired, otherwise your access to the Service may be disconnected or interrupted. You shall additionally be responsible for and shall immediately pay Active, on demand, any payments that are made to us that are subject to an unjustified, subsequent reversal. Unless indicated otherwise, all fees shall be paid in U.S. dollars.

Active reserves the right to change any fees (which includes but is not limited to, charging a fee for packages, options, upgrades and/or a Service for which Active does not currently charge a fee) or billing methods at any time, provided, however, that such modifications shall not take effect earlier than thirty (30) days after Active posts such modification on the Site. Active also has the right to collect applicable taxes and impose premium surcharges for some areas of the Service and these surcharges may apply immediately after you register for the associated service. You may cancel your account or any associated optional or upgraded services therefore at any time, but Active will not refund any remaining portion of your pre-paid fees and you may be charged an additional cancellation fee.

You agree to pay your account balance on time. You also agree to pay any taxes, including sales or use taxes, resulting from your Transaction or use of the Service. Amounts not paid by you to Active when due will be assessed an additional 1.5% (or the highest amount allowed by law, whichever is lower) per month if your payment is more than thirty (30) days past due. That amount is also due immediately. You are responsible and liable for any fees, including attorneys' and collection fees, that Active may incur in its efforts to collect any remaining balances due from you. These Terms of Use shall in no way limit any other remedies available to Active. You also understand and agree that you will be billed for and will pay any outstanding balances if you cancel your account or your account is terminated. You must notify Active of any billing problems or discrepancies within sixty (60) days after they first appear on your credit card account statement. If you do not notify Active within sixty (60) days, you waive any right to dispute such problems or discrepancies.

Parties other than Active provide services, or sell products or access to their Events on the Site. You may order services or merchandise through the Site from other parties not affiliated with Active ("**Seller**"). All matters concerning the merchandise and services desired from a Seller, including but not limited to purchase terms, payment terms, warranties, guarantees, maintenance and delivery, are solely between you and Seller. Active makes no warranties or representations whatsoever with regard to any goods or services provided by Sellers. You will not consider Active, nor will Active be construed as, a party to such transactions, whether or not Active may have received some form of revenue or other remuneration in connection with the transaction. You agree that Active will not be liable for any costs or damages arising out of such transactions, either directly or indirectly. We are not responsible for examining or evaluating, and we do not warrant the offerings of, any of these businesses or individuals. Active does not assume any responsibility or liability for the actions, product or content of all these and any other third parties. You should carefully review their privacy statements and other conditions of use. It is the responsibility of the Event organizer to communicate its refund policy to you and to issue refunds to you via the Site or otherwise. You understand and agree that Event organizers reserve the right to cancel Events for various reasons, including, without limitation, in the event of weather events (including, but not limited to, heat, tornadoes, earthquakes, fires, storms, lightning and floods), accidents, acts of war or terrorism, military conflicts or riots or for any reason that would affect the safety and security of Event participants and spectators. In the event of such cancellation, there will be no refund of your payment unless authorized by the Event organizer. If you want to request a refund, you must request the refund directly from the Event organizer. To the extent that an Event is cancelled or does not meet your expectations for any reason, you must contact the Event organizer and your sole and exclusive remedy with respect to the Event is with the Event organizer and not with Active. All communications or disputes regarding refunds are between the Event organizer and you. Active will not be responsible or liable in any way for refunds, errors in issuing refunds or lack of refunds in connection with an Event. In addition, Active is not responsible for the truth or accuracy of any listings by Event organizers or the ability of any Event organizer to perform, hold an Event, or complete a transaction. Notwithstanding the foregoing, you may report the misconduct of Event organizers and/or third parties in connection with the Site or any Services to us, and we, in our sole discretion, may investigate the claim and take action.

Donations. When you make a donation, Active receives a fee for the use of our technology without any additional charge to you. Donations collected by Active will be sent in regular intervals to the designated charitable organization

in accordance with contract and applicable law, less Active's fee. Any refunds shall be exclusively and directly handled by the designated charitable organization. Active shall not be responsible for processing or making any refunds.

#### **5. Information Provided by Active.**

Although Active strives to provide Materials that are both useful and accurate, the nature of the data and other information contained on the Site are subject to frequent change. In addition, the facts and circumstances of every situation differ. Accordingly, although Active endeavors to use reasonable care in assembling the Materials, the Materials may not be up-to-date, accurate or complete.

In addition, portions of the Materials have been contributed to the Site by various artists, sports teams and other persons. The inclusion of such information does not indicate any approval or endorsement thereof, and Active expressly disclaims any liability with respect to the foregoing.

#### **6. Forums and User Content.**

Active and its designees may host message boards, blog feeds and other forums found on the Site (collectively, the "**Forums**"), and you may have the ability to provide or upload to the Site creative suggestions, ideas, notes, concepts, information, content, audio recordings, videos, photographs, graphics, artwork or other copyrighted works and materials (collectively, "**User Content**").

By sending or transmitting User Content to Active, or by posting such User Content to any area of the Site, YOU GRANT US AND OUR DESIGNEES A PERPETUAL, WORLDWIDE, NON-EXCLUSIVE, UNLIMITED, TRANSFERABLE, FULLY SUBLICICENSEABLE (THROUGH MULTIPLE TIERS), ASSIGNABLE, ROYALTY-FREE, FULLY PAID UP, IRREVOCABLE RIGHT AND LICENSE TO USE, REPRODUCE, DISTRIBUTE (THROUGH MULTIPLE TIERS), MODIFY, ADAPT, COMBINE WITH OTHER WORKS, CREATE DERIVATIVE WORKS OF, PUBLICLY PERFORM, DISPLAY, STORE, DIGITALLY PERFORM, PUBLISH (ON THE SITE, ON ANY OTHER WEBSITE(S), IN PRINT, RADIO, TELEVISION OR ELSEWHERE), MAKE, HAVE MADE, SELL, OFFER FOR SALE, IMPORT AND COMMERCIALIZE USER CONTENT, OR ANY PORTION THEREOF, IN ANY MANNER AND CONTEXT (INCLUDING BUT NOT LIMITED TO USAGE IN COMMERCIAL, ADVERTISING OR PROMOTIONAL MATERIALS), NOW KNOWN OR IN THE FUTURE DISCOVERED, IN ACTIVE'S SOLE DISCRETION, IN ANY WAY, IN ANY AND ALL MEDIA NOW KNOWN OR HEREINAFTER DISCOVERED, WITHOUT LIMITATION AND WITHOUT ANY COMPENSATION OR ACKNOWLEDGMENT TO YOU OR ANY THIRD PARTY. To the extent permitted by law, you specifically waive any "moral rights" in and to the User Content. The foregoing grant includes without limitation, any copyrights and other intellectual property in and to your User Content. To the extent permitted by law, none of the User Content will be subject to any obligation, whether of confidentiality, attribution or otherwise, on our part and we will not be liable for any use or disclosure of any User Content. If you have any User Content that you would like to keep confidential and/or do not want others to use, do not post it to the Site. ACTIVE IS NOT RESPONSIBLE FOR A USER'S MISUSE OR MISAPPROPRIATION OF ANY USER CONTENT YOU POST TO THE SITE.

If Active does decide, in its sole discretion, to attribute User Content to you, you hereby grant Active the right to use your member name with respect to such attribution, and hereby completely and irrevocably release and forever discharge us from and waive any claims (including, without limitation, any privacy or publicity rights claims) with respect to such use of your member name. For clarity, the foregoing license grant to Active does not affect your other ownership or license rights in your User Content, including the right to grant additional licenses to the material in your User Content, unless otherwise agreed in writing.

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You shall be solely responsible for your own User Content and the consequences of posting or publishing them. In connection with User Content, you affirm, represent and/or warrant that: (i) you own, or have the necessary licenses, rights, consents, and permissions to the User Content and to grant the rights and licenses to Active under all patent, trademark, trade secret, copyright or other proprietary or intellectual property rights in and to any and all User Content in the manner contemplated by the Site and these Terms of Use; and (ii) you have the written consent, release, and/or permission of each and every identifiable individual person in the User Content to use the name or likeness of such person in the manner contemplated by the Site and these Terms of Use or, if such persons are minors, the written consent, release, and/or permission of such minor's parent or legal guardian. You further understand that the internet has no geographical boundaries, and you therefore agree to comply with all local rules regarding online conduct and acceptable User Content. You also agree to comply with all applicable laws regarding the transmission of technical data exported from the United States or the country in which you reside. You acknowledge and agree that we have the right to disclose such User Content and the circumstances surrounding their transmission to any third party in order to operate the Site properly; to protect ourselves, our sponsors and our members and visitors; and to comply with legal obligations or governmental requests.

Active reserves the right to delete from the Site any User Content, postings or member names and will cooperate fully with any law enforcement officials and/or agencies in any investigation, up to and including complete and immediate termination of your registration and/or accounts with Active. You acknowledge that Active may or may not pre-screen User Content, but that Active and its designees shall have the right (but not the obligation) in their sole discretion to pre-screen, refuse, or remove any User Content that is available via the Site. Without limiting the foregoing, Active and its designees shall have the right to remove any User Content that violates these Terms of Use or is otherwise objectionable, as determined in their sole discretion. You agree that you must evaluate, and bear all risks associated with, the use of any User Content, including any reliance on the accuracy, completeness, or usefulness of such User Content. In this regard, you acknowledge that you may not rely on any User Content created by Active or submitted to Active, including without limitation information in Active's message boards and in all other parts of the Site.

#### **7. Links.**

As a convenience to our members, we may provide links to third-party web sites. If you use these links, you will leave the Site. Your dealings with third parties through links to such third party websites or applications are solely between you and such third party. Unless otherwise explicitly stated, Active is not responsible for the content, goods or services provided on or through such websites, any updates or changes to such sites, for your use or inability to use such sites, or the privacy or other practices of such sites, and the fact that Active offers such links does not indicate any approval or endorsement of any material contained on any linked site. The linked sites are not under our control, and we make no representations as to the quality, suitability, functionality or legality of any sites to which we may provide links. Active expressly disclaims any responsibility for the content, legality, decency or accuracy of any information, and for any products and services, that appear on any third party website or application. You hereby completely and irrevocably release and forever discharge us from and waive any claim you might have against Active with respect to such sites.

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YOU AGREE THAT YOUR USE OF INTERNET WEBSITES AND RESOURCES NOT CONTROLLED BY ACTIVE, INCLUDING WITHOUT LIMITATION, YOUR USE OF ANY CONTENT, INFORMATION, DATA, ADVERTISING, PRODUCTS, OR OTHER MATERIALS ON OR AVAILABLE THROUGH SUCH WEBSITES AND RESOURCES, IS AT YOUR OWN RISK AND IS SUBJECT TO THE TERMS AND CONDITIONS OF USE APPLICABLE TO SUCH SITES AND RESOURCES.

#### **8. Access By Minors.**

Active encourages parents to use appropriate parental discretion in determining whether to grant authorization to minor children to access the Site. Pursuant to 47 U.S.C. Section 230 (d), as amended, we hereby notify you that parental control protections (such as computer hardware, software or filtering services) are commercially available that

may assist you in limiting access to material that is harmful to minors. Information identifying current providers of such protections is available on external websites, two of which include GetNetWise (<http://kids.getnetwise.org/>) and OnGuard Online (<http://onguardonline.gov/>). Please note that Active does not endorse any of the products or services listed at such websites.

#### **9. Rules for Sweepstakes, Contests and Games.**

In addition to these Terms of Use, any sweepstakes, contests, games or similar promotions (collectively, "**Promotions**") made available through the Site may be governed by specific rules that are separate from these Terms of Use. By participating in any such Promotion, you will become subject to those rules, which may vary from the terms and conditions set forth herein. Active urges you to review any specific rules applicable to a particular Promotion, which will be linked from such Promotion, and to review our Privacy Policy, which, in addition to these Terms of Use, governs any information you submit in connection with such activities. To the extent such rules conflict with these Terms of Use, such rules shall control with respect to the particular Promotion.

#### **10. Termination.**

These Terms of Use shall remain effective until terminated as set forth herein. We reserve the right to immediately terminate these Terms of Use, and/or your access to and use of the Site or any portion thereof, at any time and for any reason, with or without cause, including but not limited to repeated unauthorized postings of copyrighted works. Upon termination of these Terms of Use, your right to use the Site shall immediately cease, and you shall destroy all Materials obtained from the Site and all copies thereof. You agree that any termination of your access to or use of the Site may be effected without prior notice, and that Active may immediately deactivate or delete your password and user name, and all related information and files associated with them, and/or bar any further access to such information or files. You agree that Active shall not be liable to you or any third party for any termination of your access to the Site or to any such information or files, and shall not be required to make such information or files available to you after any such termination.

#### **11. Suspected Violation of these Terms or Law; Injunctive, Equitable Relief, and Liquidated Damages.**

Violations of these Terms of Use, including unauthorized use of the Site, may be investigated and appropriate legal action may be taken, including without limitation civil, criminal and injunctive redress. You understand and agree that in Active's sole discretion, and without prior notice, Active may terminate and block your access to the Site or to Active's other services, cancel your event registration, refuse to honor pending and future purchases made from all credit card accounts or online accounts Active believes may be associated with you, cancel an event registration associated with any person acting or believed to be acting in concert with you, remove any unauthorized User Content or exercise any other remedy available, if Active believes that your conduct or the conduct of any person with whom Active believes you act in concert, or the User Content you provide, or any resale of such event registrations purchased through Active, violates or is inconsistent with these Terms of Use or the law, or violates the rights of Active, a customer of Active or another user of the Site. Violating any limitations or terms on the Site, including but not limited to utilizing automated means to process or place event registrations that exceed the stated limit will be deemed to be a material violation of these Terms of Use.

You agree that monetary damages may not provide a sufficient remedy to Active for violations of these Terms of Use and you consent to injunctive or other equitable relief for such violations.

You agree that abusive use of the Site, as defined above, causes damage and harm to Active in the form of, among other things, impaired goodwill, lost sales, and increased expenses associated with responding to abusive use of the Site. You further agree that monetary damages for abusive use of the Site are difficult to ascertain and that proof of monetary damages for abusive use would be costly and difficult to calculate. Accordingly, you agree that liquidated damages are warranted for abusive use. Therefore, you agree that if you, or others acting in concert with you, alone or collectively request more than 1,000 pages of the Site in any twenty-four hour period, you, and those acting in concert with you, will be jointly and severally liable for liquidated damages in the amount of twenty-five cents (\$0.25) per page request each time that a page request is made after that first 1,000 during that twenty-four hour period. You acknowledge that: (a) Active has a valid interest in ensuring proper use of the Site; (b) this provision is reasonably tailored to that purpose; and (c) that the liquidated damages amount is a reasonable approximation of the costs and damages that Active would incur as a result of such action by you or others acting in concert with you.

Active is not required to provide any refund to you if it exercises any of its rights or remedies because you have violated these Terms of Use or any of Active's rights. Additionally, Active reserves the right, in its sole discretion, to modify, suspend or discontinue any part of this Site at any time, with or without notice to you. Active also reserves the right, in its sole discretion, to impose limits on certain features and services and to restrict access to the Site without notice to you. Active shall not be liable to you or any third party for any claim or cause of action arising out of its exercise of the foregoing rights.

#### **12. Disclaimers.**

THE SITE, THE MATERIALS ON THE SITE, AND ANY PRODUCT OR SERVICE OBTAINED THROUGH THE SITE IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, ACTIVE DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SITE, THE MATERIALS, AND ANY PRODUCT OR SERVICE OBTAINED THROUGH THE SITE, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, ACCURACY, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.

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The Site, Materials or Forums may include inaccuracies or errors, or information or materials that violate these Terms of Use. Additionally, unauthorized alterations may be made by third parties to the Site, Materials or Forums. Although we attempt to ensure the integrity of the Site, we make no guarantees as to the Site's completeness or correctness. In the event that a situation arises in which the Site's completeness or correctness is in question, please contact us at support@active.com with, if possible, a description of the material to be checked and the location (URL) where such material can be found on the Site, as well as information sufficient to enable us to contact you. We will try to address your concerns as soon as reasonably practicable. For copyright infringement claims, see the Section on "Claims of Copyright Infringement" above.

### **13. Limitation of Liability.**

TO THE GREATEST EXTENT PERMITTED BY LAW, YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT NEITHER ACTIVE NOR ANY OF ITS AFFILIATES, SHAREHOLDERS, LICENSORS, SUPPLIERS, ADVERTISERS OR SPONSORS, NOR ITS OR THEIR DIRECTORS, OFFICERS, EMPLOYEES, CONSULTANTS, AGENTS OR OTHER REPRESENTATIVES, ARE OR WILL BE RESPONSIBLE OR LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR OTHER DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS, LOSS OF DATA OR LOST PROFITS), UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY ARISING OUT OF OR RELATING IN ANY WAY TO THE SITE AND/OR MATERIALS CONTAINED ON THE SITE, ANY LINKED SITE OR ANY PRODUCT OR SERVICE PURCHASED THROUGH THE SITE. WITHOUT LIMITING THE FOREGOING, TO THE GREATEST EXTENT PERMITTED BY LAW, YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT ACTIVE SHALL HAVE NO LIABILITY OR RESPONSIBILITY WHATSOEVER FOR (I) THE USE OR THE INABILITY TO USE THE SITE, PRODUCTS, SERVICES OR ANY LINKED SITE; (II) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SITE OR ANY LINKED SITE; (III) USE BY YOU OF ANY TRAINING PROGRAM OR ANY OTHER

PRODUCT PURCHASED THROUGH ACTIVE; (IV) YOUR PARTICIPATION IN ANY PROMOTION OR PROGRAM COORDINATED BY ACTIVE; (V) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, WHETHER ARISING IN CONTRACT OR IN TORT WHETHER OR NOT ARISING FROM THE NEGLIGENCE OF ACTIVE; (VI) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN; (VII) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SITE OR ANY LINKED SITE; (VIII) ANY FAILURE OF ANOTHER USER TO THE SITE TO CONFORM TO THE CODE OF CONDUCT; (IX) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR SITE; (X) ANY BUGS, VIRUSES, WORMS, TROJAN HORSES, DEFECTS, DATE BOMBS, TIME BOMBS; MALICIOUS SCRIPTS; OR OTHER ITEMS OF A DESTRUCTIVE NATURE WHICH MAY BE TRANSMITTED TO OR THROUGH OUR SITE BY ANY THIRD PARTY; (XI) ANY ERRORS, MISTAKES, INACCURACIES OR OMISSIONS IN ANY MATERIALS, OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY MATERIALS POSTED, EMAILED, TRANSMITTED OR OTHERWISE MADE AVAILABLE VIA THE SITE; (XII) ANY FAILURE OF AN EVENT ORGANIZER TO HONOR A REGISTRATION; (XIII) THE QUALITY, SAFETY OR LEGALITY OF EVENTS ADVERTISED ON THE SITE; (XIV) THE TRUTH OR ACCURACY OF ANY CONTENT OR EVENT LISTINGS ON THE SITE; AND/OR (XV) ANY OTHER MATTER RELATING TO THE SITE, OR ACTIVE PRODUCTS OR SERVICES. THE MAXIMUM TOTAL AGGREGATE LIABILITY OF ACTIVE, ITS AFFILIATES, SHAREHOLDERS, LICENSORS, SUPPLIERS, ADVERTISERS AND SPONSORS, AND ITS OR THEIR DIRECTORS, OFFICERS, EMPLOYEES, CONSULTANTS, AGENTS AND OTHER REPRESENTATIVES, AND YOUR SOLE AND EXCLUSIVE REMEDY, FOR ALL DAMAGES, LOSSES SUFFERED BY YOU AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE) OR OTHERWISE, SHALL BE THE GREATER OF THE TOTAL AMOUNT OF MONIES RECEIVED BY ACTIVE FROM YOU OR \$100 USD. CERTAIN U.S. STATE AND NON-U.S. NATIONAL LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

#### **14. Indemnification.**

You agree to indemnify, defend and hold Active and its affiliates, licensors, suppliers, advertisers and sponsors, and their respective directors, officers, employees, consultants, agents and other representatives, harmless from and against any and all claims, damages, losses, costs (including reasonable attorneys' fees) and other expenses that arise directly or indirectly out of or from (a) your breach of these Terms of Use, including any violation of the Code of Conduct, above; (b) any allegation that any User Content or other materials you submit to us or transmit to the Site infringe or otherwise violate the copyright, trademark, trade secret or other intellectual property or other rights of any third party; (c) your activities in connection with the Site; and/or (d) termination of your access to the Site.

#### **15. Arbitration Agreement.**

(a) Except as prohibited by law, each party to these Terms of Use agrees that any claim, controversy or legal dispute arising out of or relating to these Terms of Use (hereinafter, a **"Dispute"**) will be resolved through binding arbitration administered by JAMS. If JAMS is not available in the state or jurisdiction in which you reside, then the Dispute will be resolved through binding arbitration administered by the American Arbitration Association (the **"AAA"**). This arbitration agreement is intended to be broadly interpreted and includes claims, controversies or disputes arising out of or relating to any aspect of the relationship between you and us, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory, all of which shall be considered within the definition of **"Dispute"**. THE PARTIES UNDERSTAND THAT, EXCEPT AS EXPLICITLY SET FORTH TO THE CONTRARY HEREIN, THEY ARE WAIVING ANY RIGHT TO A JURY TRIAL WITH RESPECT TO DISPUTES. However, Active may not invoke its right to arbitrate any individual claim that you bring in small claims court, as long as it is brought and maintained as an individual claim. Notwithstanding the above, we both agree that you or we may bring suit in court to enjoin infringement or other misuse of intellectual property rights. Each party agrees that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Site or these Terms of Use must be filed within two (2) years after such claim or cause of action arose or be forever barred.

(b) A party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute (**"Notice"**). Any Notice to us should be addressed to: Chief Legal Officer, c/o Active Network, LLC, 717 North Harwood Street, Suite 2500, Dallas, TX 75201 (**"Notice Address"**). The Notice must (i) describe the nature and basis of the claim or dispute; and (ii) set forth the specific relief sought (**"Demand"**). If we and you do not reach an agreement to resolve the claim within thirty (30) days after the Notice is received, either party may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by you or us shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or we are entitled. After we receive notice at the Notice Address that you have commenced arbitration, we will promptly reimburse you for your payment of the filing fee up to \$350, unless your claim is for greater than \$50,000 (as described further below).

(c) The arbitration will be conducted under and governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes of the AAA (collectively, the **"AAA Rules"**), except as specified in or

modified by these Terms of Use. The AAA Rules are available online at [adr.org](http://adr.org), by calling the AAA at 1-800-778-7879, or by writing to the Notice Address. The arbitrator is bound by the terms of this Section 15. All issues are for the arbitrator to decide, except that issues relating to the scope of the arbitration provision are for the court to decide (as described further in subsection (d) below). The rules promulgated by the AAA concerning class arbitration shall not apply. For any non-frivolous claim that does not exceed \$50,000, we will pay all costs of the arbitration (i.e. the JAMS filing and administration fee and the arbitrator's fee) up to \$350 for an arbitration initiated in accordance with this arbitration agreement. If, however, the arbitrator finds that either the substance of your claim or the relief sought is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all such fees will be governed by the AAA Rules. In such case, you agree to reimburse us for all monies we previously disbursed that are otherwise your obligation to pay under the AAA Rules. In addition, if you initiate an arbitration in which you seek more than \$50,000 in damages, the payment of these fees will be governed by the AAA rules.

(d) Notwithstanding the AAA Rules, the foregoing or any other provision of these Terms of Use (including the arbitration agreement), any disagreement or dispute concerning arbitrability (whether a particular Dispute is arbitrable) or the scope of this arbitration agreement shall be resolved by, if your billing address is in Canada, the Supreme Court of British Columbia, or otherwise, by the United States District Court for the federal district in which you reside; provided that if that United States District Court lacks subject matter jurisdiction, then any such disagreement or dispute shall be resolved by the state court of general jurisdiction embracing the area in which you reside. By way of example only (and not by limitation), if the parties do not agree on whether a particular Dispute is subject to arbitration under this arbitration agreement, the proper tribunal to decide such Dispute is the United States District Court (for the appropriate district, as provided above) or, absent subject matter jurisdiction in that United States District Court, in the appropriate state court (as described above). The arbitrator shall stay all arbitration proceedings pending a decision from the appropriate court on disputes under this subsection (d). The arbitrator shall follow, adhere to and defer to the decision, order, decree or judgment of the court following the court's decision of any such dispute under this subsection (d). Any action, award or partial award of the arbitrator in contravention of this limitation may be the subject of court appeal by the aggrieved party. No other aspect of any ruling by the arbitrator shall be appealable, and all other aspects of the arbitrator's ruling shall be final and non-appealable, except as set forth herein.

(e) **WAIVER OF CLASS-WIDE PROCEEDINGS:** You agree that, by entering into these Terms of Use, you and we are each waiving the right to participate in a class action or class arbitration. Each party to these Terms of Use agrees and covenants that it will not initiate any class-wide proceedings, including class actions or class arbitrations, against another party, and will not act as a class representative or class member. This provision constitutes an agreement that any Dispute will be resolved exclusively on a bilateral basis between the parties, with each party acting in his/her/its individual capacity. Further, unless both parties agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. The arbitrator may award relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. If for any reason the prohibition on class arbitration in this subsection (e) is not or cannot be enforced, then the agreement to arbitrate will not apply.

(f) These Terms of Use evidence a transaction in interstate commerce, and thus the Federal Arbitration Act (the "FAA") governs the interpretation and enforcement of this provision. Texas state law and procedures concerning arbitration shall apply to these Terms of Use only to the extent that they do not conflict with and are not inconsistent with the FAA. This arbitration agreement shall survive termination of these Terms of Use.

(g) Unless both parties agree otherwise, any arbitration hearings will take place in the Dallas, Texas, or another location mutually agreeable to the parties. Subject to the terms of this arbitration agreement, all Disputes shall be decided by a single arbitrator, who shall be either: (1) a retired federal judge; (2) a retired state court judge who sat on a trial court or appellate court for at least five (5) years; or (3) an attorney admitted to practice in the state in which the Dispute will be resolved for at least twenty-five (25) years with no disciplinary history. The arbitrator shall be selected by mutual agreement of the parties within thirty (30) days of the effective date of the notice initiating the arbitration. If the parties cannot agree on an arbitrator, then the complaining party shall notify JAMS (or the AAA, as applicable) and request selection of an arbitrator in accordance with the applicable AAA Rules. The arbitrator shall have only such authority to award equitable relief, damages, costs, and fees as a court would have for the particular claim(s) asserted.

(h) This arbitration agreement is not intended to modify or limit the remedies available to either party, including the right to seek interim relief, such as injunction or attachment, through judicial process, which will not be deemed a waiver of the right to demand and obtain arbitration. Any Dispute that is not arbitrated, including any judicial action to enforce this arbitration provision will be litigated exclusively in, if you reside in Canada, the Supreme Court of British Columbia, or otherwise in the United States District Court for the federal district in which you reside, and the parties



hereby consent and submit to the jurisdiction and venue of such court; provided that if that United States District Court lacks subject matter jurisdiction, then any such disagreement or dispute shall be resolved by the state court of general jurisdiction embracing the area in which you reside.

(i) The arbitrator shall have the authority to compel adequate discovery for the resolution of the dispute and to award such relief as would otherwise be permitted by law; provided, however, that in no event shall the right to discovery granted to the parties to these Terms of Use exceed ten (10) interrogatories, twelve (12) documents requests, two third-party subpoenas, and one deposition (of not more than four hours), per side. The parties may submit such pre-arbitration and post-arbitration briefs (including briefs during arbitration) as they choose, provided that no party shall submit briefing exceeding a reasonable page limitation to be set by the arbitrator. In the event any party submits a motion, the arbitrator shall consider the motion and either deny it or request opposition briefing by the non-moving party, which shall not be required until requested by the arbitrator. The arbitrator may not grant a motion without allowing the opposing party an opportunity to oppose. The total length of the arbitration hearings on the merits shall not exceed 10 hours of hearing time, to be divided equally between the opposing sides. All discovery shall be completed no later than sixty (60) days after appointment of the arbitrator. The hearing shall be concluded no later than one hundred eighty (180) days after appointment of the arbitrator, unless the arbitrator's schedule requires a later hearing. The arbitrator may only extend these limits at the request of a party when the arbitrator finds exceptional cause for the extension. The parties may extend these limits by mutual agreement.

(j) The arbitrator shall be required to issue a written arbitration decision including the arbitrator's essential findings, conclusions and a statement of award. Except as set forth herein, the arbitrator shall have exclusive authority to resolve all Disputes.

#### **16. Connectivity; Mobile.**

Normal carrier charges and taxes may apply to any Materials you access from the Site. Active is not responsible for any surcharges you incur from your cell phone or internet service provider as a result of the use of the Site. With respect to mobile versions or applications, your carriers' normal rates and fees, including text messaging and data fees may apply to your use of the Site or Services. In the event you change or deactivate your mobile telephone number, you will endeavor to update your account information within 48 hours to ensure that your messages are not sent to the person who acquires your old number.

#### **17. Applicable Law.**

You and Active agree that (i) for users in Canada, the statutes and the laws of British Columbia, without regard to the conflict of laws principles thereof, will apply to all matters relating to the use of the Site and (ii) for all other users, the statutes and laws of the State of Texas, without regard to the conflict of laws principles thereof, will apply to all matters relating to use of the Site.

#### **18. U.S. Export Controls.**

This Site and software derived from this Site is further subject to United States export controls. No software from this Site may be downloaded or otherwise exported or re-exported: (i) into (or to a national or resident of) Cuba, Iraq, Libya, North Korea, Iran, Syria, or any other country to which the U.S. has embargoed goods; or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. By downloading or using the Site or any software derived therefrom, you represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list.

#### **19. Privacy.**

We believe that your privacy and the privacy of all our users are important. These Terms of Use should be read alongside our Privacy Policy, which is a non-contractual document providing important information about how your personal information is used. Please carefully review our Privacy Policy. Whilst the Privacy Policy does not create contractual obligations for either Active or you, you acknowledge and agree that, to the extent permitted by law, any disputes related to our Privacy Policy, including any breaches in security or privacy (and statutory obligations relating to security or privacy), will be subject to the limitations on liability contained in these Terms of Use. By registering for and participating in a sports Event, you understand and agree that your activity or event, or other results may be posted by the Event organizer. If you would prefer that your results not be posted or be taken down, you must contact the organizer of the Event directly, and Active is not responsible for the posting or removal of such information. Active will not be responsible or otherwise liable for any use or disclosure of your contact information, or financial information, by a third party to whom Active is allowed to disclose your contact information under the Privacy Policy. If you post any User Content to the Site, by email or otherwise, we will treat it as non-confidential and non-proprietary to you. When we say in these Terms of Use "post" we mean the provision of information to the Site through features of the Site that are used to make information available to other members of the public (e.g., user reviews, bulletin/message boards, chat rooms, etc.). User Content is outside of the scope of the Privacy Policy and may be publicly displayed and disclosed and otherwise used by Active or any third party in any way. By posting User Content to

the Site, you authorize us to use or allow others to distribute, reproduce or otherwise use such User Content. You should not post information about yourself on the Site that can be used to identify or contact you, including, but not limited to, your name, home or work address, phone numbers, email address or other such information. If you post such information, Active cannot prevent it from being used in a manner that violates these Terms of Use, the law, or your personal privacy and safety. By posting such information on the Site, you violate these Terms of Use, and you assume the risks and sole liability for the results of such posting.

#### **20. Questions.**

If you have any questions, comments or complaints regarding these Terms of Use or the Site, feel free to contact us at: support@active.com.

#### **21. Notice Regarding Electronic Commercial Services for California Users.**

Under California Civil Code Section 1789.3, California Site users are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 North Market Blvd., Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210.

#### **22. Notice.**

Active may provide you with notices, including those regarding breaches of security, by email, regular mail or postings on the Site. All notices from you to Active must be sent to Active Network, LLC, 717 North Harwood Street, Suite 2500, Dallas, TX 75201 or support@active.com and such notices will be deemed received the next day if sent via email, overnight mail or courier or three (3) days after deposited in the mail sent certified or registered.

#### **23. Miscellaneous.**

Active may assign its rights and obligations under these Terms of Use and upon such assignment, Active may be relieved of any further obligation hereunder. You may not assign any of your rights or obligations under these Terms of Use. Any assignment in violation of these terms is void.

Rights and obligations under these Terms of Use which by their nature should survive will remain in full effect after termination or expiration of the Terms of Use.

You represent to Active that you have the authority to register with Active according to these Terms of Use. The failure of Active to exercise or enforce any right or provision of these Terms of Use shall not constitute a waiver of such right or provision. The section titles in these Terms of Use are for convenience only and have no legal or contractual effect. Active may provide you with notices, including those regarding changes to these Terms of Use and notices regarding breaches of security, by email, regular mail or postings on the Site. Except for certain Active licensors, or as may be otherwise expressly provided herein, there are no third-party beneficiaries to these Terms of Use. If any provision of these Terms of Use is held to be unenforceable by a court of competent jurisdiction for any reason whatsoever, (i) the validity, legality, and enforceability of the remaining provisions of these Terms of Use (including without limitation, all portions of any provisions containing any such unenforceable provision that are not themselves unenforceable) shall not in any way be affected or impaired thereby, and (ii) to the fullest extent possible, the unenforceable provision shall be deemed modified and replaced by a provision that approximates the intent and economic effect of the unenforceable provision and these Terms of Use shall be deemed amended accordingly. We may translate these Terms of Use, our Privacy Policy or any other operating rules, policies and procedures that may be published from time to time on the Site into other languages for your convenience. The English language version of each of these documents is the version that governs your use of the Site and in the event of any conflict between the English language version and a translated version, the English language version will control. A printed version of these Terms of Use and of any notices given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms of Use to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

## **PRIVACY POLICY – I Accept**

### **Your Privacy Rights**

**Last Updated:** December 19, 2019

Active Network, LLC (“**ACTIVE**,” “**us**,” “**we**” or “**our**”) values your privacy, and we are committed to protecting your personal information.

In this Privacy Policy (“**Policy**”), we describe the personal information that we collect from visitors to and users of our websites (“**Sites**”), our blogs, our mobile applications (“**Mobile Apps**” / “**Apps**”), and our online products and services (collectively, “**Services**”) and how we collect, use, and share personal information in the course of our business activities, including:

WHAT PERSONAL INFORMATION WE COLLECT AND WHEN AND WHY WE USE IT

PERSONAL INFORMATION EVENT ORGANIZERS COLLECT ON ACTIVE

HOW WE SHARE PERSONAL INFORMATION WITHIN ACTIVE AND WITH OUR SERVICE PROVIDERS, AND OTHER PARTNERS FOR OUR BUSINESS PURPOSES

HOW WE SHARE PERSONAL INFORMATION WITH THIRD PARTIES FOR THEIR OWN BUSINESS PURPOSES

COOKIES AND OTHER TRACKING TECHNOLOGIES

TRANSFERRING PERSONAL INFORMATION GLOBALLY

HOW WE PROTECT AND STORE PERSONAL INFORMATION

EXPLAINING MORE ABOUT MARKETING, PROFILING AND AUTOMATED DECISION MAKING

LEGAL RIGHTS AVAILABLE TO EU DATA SUBJECTS TO HELP MANAGE YOUR PRIVACY

LEGAL RIGHTS AVAILABLE TO CALIFORNIA RESIDENTS TO HELP MANAGE YOUR PRIVACY

CHILDREN UNDER 16

CONTACT US

Please note that:

- all the information set out in this Policy may not apply to you. Below is an overview of the possible circumstances in which we could interact together. Our interactions with you will determine which of the following applies to you and your personal information.
- when you share personal information with us or when we collect personal information about you, we will use it in line with this Privacy Policy. Please read this Policy carefully. If you have questions or concerns about your personal information, please contact us at [privacy@activenetwork.com](mailto:privacy@activenetwork.com) or [GDPR@activenetwork.com](mailto:GDPR@activenetwork.com); and

If, during the Services, we collect your personal information on behalf of a third party, such as one of our customers who is an event organizer ("**Event Organizer**" / "**Client**"), this will be disclosed to you at or before the time you provide your personal information. This Policy does not cover our Clients' use of your personal information outside of our Services. We are not responsible for the privacy practices of our Clients, as such we encourage you to read their respective privacy statements. Further, as a result of your interactions with our Services or use of the Sites, including Active Advantage and GearUp, you may purchase products or services offered by third parties (such as magazine subscriptions, hotel bookings, or cruises) or you may elect to participate in contests, sweepstakes, or other programs (such as discount or rewards programs), offered or sponsored by third parties on the Site. We are not responsible for any such purchase you make, or participation you undertake, and as such any such purchase or participation will be subject to the relevant third party's terms and conditions.

**WHAT PERSONAL INFORMATION WE COLLECT AND WHEN AND WHY WE USE IT**

ACTIVE is a leading provider of Activity and Participant Management™ solutions. Our flagship technology platform, ACTIVEWorks®, transforms the way Event Organizers manage their activities and events by automating online registrations and streamlining other critical management functions, while also driving Consumer participation to their Events. Our Sites include online communities for people who want to discover, participate in, and share activities about which they are passionate.

The information we collect from you allows you to log into our Sites, use our Services and Applications, and register for events, contests, camps, licenses, classes, tickets, facility/equipment use, transactions, sales, memberships, reservations, donations, and/or activities (collectively, "**Events**").

Individuals (and agents of individuals) may provide us information directly or indirectly by registering for an Event or by otherwise using our Services (these individuals are referred to as "**Consumers**"). For example, you may enter your information in order to register for an Event, or someone who has organized a team may enter your information on your behalf to register your entire team.

In addition, Event Organizers can use our Services to create and manage Events. In some circumstances, Event Organizers provide us personal information about individuals who have registered for an Event through them. As part of the Services, we may use your personal information to contact you on behalf of the Event Organizer.

We will only collect, use, and share your personal information where we are satisfied that we have an appropriate legal basis to do this. The chart below summarizes when we collect personal information, the sources from which that information was collected, the types and categories of personal information we collect, how we use the personal information, and the legal basis for our use of such personal information.

Sources From Which We Collect Personal Information	Categories and Types of Personal Information We Collect	The Business Purpose and Legal Basis for Collecting Your Personal Information
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<p>From you or event organizers when you <b>register for an Event</b> using our Sites or Services.</p>	<ul style="list-style-type: none"> <li>• <b>Identifiers</b></li> <li>• <b>Information protected by California security breach law</b></li> <li>• <b>Internet/electronic activity</b></li> <li>• <b>Commercial information</b></li> <li>• <b>Inferences</b></li> <li>• <b>Geolocation</b></li> </ul> <p>We collect first and last name, email address, physical address, phone number, personal description or preferences, contact information of a friend (where you share this personal data with us), timing results, transaction information including payment information, and purchase history.</p>	<p>We use this information to contact you to finalize your order, process your order, manage payment, manage any contact you have with us about your purchase, analyze your personal characteristics and identify and recommend appropriate Events, for profiling and analytics (See “When and how we undertake profiling and analytics” section below for more detail), manage any dispute relating to a purchase, run analytics or collect statistics, and to communicate with you about your use of our Services. If you place a purchase using a registered account, we will add this transaction to your profile so we can understand your interests and preferences and you will see a record of your transactions.</p> <p><b>Our legal basis for using this information</b> includes (1) consent, (2) performance of a contract so you can create and manage your account, (3) our legitimate interests which include to improve our Sites and Services, better engage with you, prevent fraud, and secure our Sites, and (4) to comply with a legal obligation (to keep information we are required to keep).</p>
<p>From you when you have <b>saved your shopping cart or placed Events in your cart without completing a registration</b> on our Sites or Services.</p>	<ul style="list-style-type: none"> <li>• <b>Identifiers</b></li> <li>• <b>Information protected by California security breach law</b></li> <li>• <b>Internet/electronic activity</b></li> <li>• <b>Protected Characteristics</b></li> </ul> <p>We may collect data related to your use of our Sites including information you have typed into a form on our Sites or Services.</p>	<p>We use this information to send you reminders that you have started but not completed registering for an Event and to remind you of saved items in your shopping cart.</p> <p><b>Our legal basis for using this information</b> includes our legitimate interests which include to improve our Sites and Services and better engage with you.</p>
<p>From <b>individuals who may refer you to us as a friend</b></p>	<ul style="list-style-type: none"> <li>• <b>Identifiers</b></li> <li>• <b>Information protected by California security breach law</b></li> </ul> <p>We may collect first and last name, personal email address, organization name, professional email address, and/or professional mailing address</p>	<p>We use this information to contact you about products and services that may be of interest to you.</p> <p><b>Our legal basis for using this information</b> includes (1) consent, where you have provided it the individual referring you, and (2) our legitimate interest in letting you know about products and services that may be of interest to you.</p>
<p>From <b>Cookies</b> or similar technologies (“cookies”) when you visit our Sites.</p>	<ul style="list-style-type: none"> <li>• <b>Identifiers</b></li> <li>• <b>Internet/electronic activity</b></li> <li>• <b>Inferences</b></li> </ul>	<p>We use this information to tailor our Sites for you, show you recommendations, marketing (See EXPLAINING MORE ABOUT DIRECT</p>

	<p>We may collect data related to your use of our Sites including where you came from, login details, pages you looked at, duration of your visit, geographic location, and/or the links you click.</p> <p>Technical information collected includes your browser type and operating system, device information, your Internet Protocol (“IP”) address, and your unique ID which is given to each visitor and expiration of date of the ID.</p>	<p>MARKETING section below for more detail), or content based on your profile and interests, as well as to analyze your personal characteristics or identify and recommend appropriate Events.</p> <p>This information also allows our Sites and Applications to function properly and enables us to display content properly, to remember your shopping cart, and remember your login details. We also use this information to record unique page visits and reactions to our advertising campaigns which enables us to improve future offers.</p> <p>(We provide additional information in this Policy about how to opt-out of targeted advertising and data sharing to third parties.)</p> <p><b>Our legal basis to use this information</b> includes (1) your consent (to store cookies on your device) and (2) our legitimate interests, including to improve our Sites and Services, to better engage with you, and to secure our Sites.</p>
<p>Personal Information we collect from when you participate in an activity using our <b>Mobile Apps</b>.</p>	<p>Categories:</p> <ul style="list-style-type: none"> <li>• <b>Identifiers</b></li> <li>• <b>Information protected by California security breach law</b></li> <li>• <b>Protected characteristics</b></li> <li>• <b>Commercial information</b></li> <li>• <b>Geolocation</b></li> <li>• <b>Professional or employment related information</b></li> <li>• <b>Inferences</b></li> </ul> <p>We may ask you to provide first and last name, email address date of birth, information about your activities and interests, your current location (geolocation), other profile data such as contact information, occupation, and gender, physical activities or similar health related information, application or device usage data, social media data (where you use your social media login or share this personal data with us), and payment information.</p>	<p>We collect this information to provide Services requested, profiling and analytics (See “When and how we undertake profiling and analytics” section below for more detail), monitor and improve our Applications, run analytics and statistics.</p> <p><b>Our legal basis for using this information</b> Lawful includes (1) consent (provide you with services requested) and (2) our legitimate interests, including to improve our Sites and Services, to better engage with you, and to secure our Sites.</p>
<p>From you to enable <b>personal account creation and management</b></p>	<ul style="list-style-type: none"> <li>• <b>Identifiers</b></li> <li>• <b>Information protected by California security breach law</b></li> <li>• <b>Protected characteristics</b></li> <li>• <b>Commercial information</b></li> <li>• <b>Professional or employment related information</b></li> </ul> <p>During the creation or management of an account on our Sites, or through a social</p>	<p>We use this information, to manage your registrations, offer you a loyalty program, offer personalized services based your characteristics, allow you to manage your preferences, monitor and improve our Sites and Applications, run analytics or collect statistics. We may use the information to respond to your questions and otherwise communicate</p>

	<p>media login, we will ask you to provide first and last name, email address, country of residence, and desired password, displayed name, date of birth, subscription preferences. You may also provide information about your activities and interests, other profile data such as mailing address, phone number, and gender, and payment information.</p>	<p>with you about your use of our services, inform you when Service updates or new Services are available, and to manage any special offers or surveys you participate in.</p> <p><b>Our legal basis for using this information</b> includes (1) performance of a contract so you can create and manage your account, (2) our legitimate interests including to improve our Sites and Services, better engage with you, to prevent fraud, and secure our Sites, and (3) consent.</p>
<p>Personal Information we collect from you and use when you <b>subscribe to receiving our marketing communications</b></p>	<ul style="list-style-type: none"> <li>• <b>Identifiers</b></li> <li>• <b>Information protected by California security breach law</b></li> <li>• <b>Commercial information</b></li> <li>• <b>Inferences</b></li> </ul> <p>We collect first and last name, email address and desired password, displayed name, date of birth, personal description or preferences, order details, user generated content, other information you have shared about yourself (e.g. via your account, by contacting us, a question via the chat function available on some websites, or by participating in a contest, game, survey, etc.), subscription preferences, contact information of a friend and payment information.</p>	<p>We use this information to send you marketing communications which may be tailored to your “profile” based on the personal data we know or learn about you and your preferences, show you marketing communications on other websites, including social media platforms. Note that you may also see our ads on other websites, including on social media sites, but these may not be tailored to you. We use this information to keep an up to date suppression list if you have asked us not to be contacted, to run analytics or collect statistics, to send content on your behalf to your friends and/or family. For further details about our marketing practices, refer to EXPLAINING MORE ABOUT DIRECT MARKETING section below.</p> <p><b>Our legal basis for using this information</b> include (1) our legitimate interests which include to improve our Sites and Services and to better engage with you, and (2) consent.</p>
<p>Personal Information we collect from you and use when you ask questions relating to our Services, your orders, account or rights, and <b>customer support</b>.</p>	<ul style="list-style-type: none"> <li>• <b>Identifiers</b></li> <li>• <b>Information protected by California security breach law</b></li> <li>• <b>Commercial information</b></li> </ul> <p>We collect first and last name, email address, phone number, date of birth, information about your activities and interests, and other information you have shared with us about yourself in relation to your enquiry (which may include activities and interests).</p>	<p>We use this information to communicate with you about your use of our Services.</p> <p><b>Our legal basis for using this information</b> includes (1) consent to provide you with the service you have requested or (2) our legitimate interests which include to improve our Services, to better engage with you and to secure our Sites.</p>
<p>Personal Information we collect from you and use <b>if you create a page to collect donations</b>.</p>	<ul style="list-style-type: none"> <li>• <b>Identifiers</b></li> <li>• <b>Information protected by California security breach law</b></li> <li>• <b>Commercial information</b></li> </ul>	<p>We use this information to enable you to create a page on certain of our Sites to collect donations for your participation in a charity event (e.g., you want to raise</p>

	<p>We may collect information from you surrounding the charitable event or your request for donations. In addition, if you donate to a particular Event/cause, we may collect your name, contact information, and payment information, such as credit card information.</p>	<p>money for running in a marathon), a particular charity, or for other purposes.  <b>Our legal basis for using this information</b> includes (1) consent and (2) performance of a contract.</p>
<p>Personal Information we collect from you and use if you apply for employment with ACTIVE.</p>	<ul style="list-style-type: none"> <li>• <b>Identifiers</b></li> <li>• <b>Information protected by California security breach law</b></li> <li>• <b>Protected characteristics</b></li> <li>• <b>Professional or employment related information</b></li> </ul> <p>We collect your education, employment history, qualifications, and the contact information of any professional references.</p>	<p>We use this information for hiring purposes.  <b>Our legal basis for using this information</b> includes (1) consent and (2) to comply with a legal obligation.</p>
<p>Personal Information we collect from you during the creation and management of a <b>professional account</b> on Sites or Applications (these are accounts created in a business capacity by our clients).</p>	<ul style="list-style-type: none"> <li>• <b>Identifiers</b></li> <li>• <b>Information protected by California security breach law</b></li> <li>• <b>Protected characteristics</b></li> <li>• <b>Commercial information</b></li> <li>• <b>Geolocation</b></li> <li>• <b>Professional or employment related information</b></li> <li>• <b>Inferences</b></li> </ul> <p>We collect first and last name, organization name, gender, professional and personal email address, professional and/or personal email address, username and password, preferences, other information you have shared with us about yourself (e.g. via your account, by contacting us, a question via the chat function available on some websites, or by participating in a survey, etc.), and/or payment information.</p>	<p>We use this information to manage your purchases/orders, send you marketing communications which may be tailored to your professional “profile” (i.e. based on the personal data we know about you and your preferences), offer you incentives, offer personalized services based on professional interests and characteristics, allow you to manage your preferences, monitor and improve our Sites, Applications and Services, run analytics or collect statistics, , to respond to your questions and otherwise interact with you.  <b>Our legal basis for using this information</b> includes (1) performance of a contract so you can create and manage your account, (2) our legitimate interests which include to improve our Sites and Services, better engage with you, prevent fraud, and secure our Sites, and (3) consent.  For further details about our marketing practices, refer to EXPLAINING MORE ABOUT DIRECT MARKETING section below.</p>
<p>Personal Information we collect from third parties to enable <b>business-to-business marketing</b></p>	<ul style="list-style-type: none"> <li>• <b>Identifiers</b></li> <li>• <b>Information protected by California security breach law</b></li> <li>• <b>Professional or employment related information</b></li> </ul> <p>We collect first and last name, organization name, professional email address, and/or professional mailing address</p>	<p>We use this information for business-to-business marketing purposes.  <b>Our legal basis for using this information</b> includes (1) consent, (2) performance of a contract, and (3) our legitimate interest in letting you know about products and services that may be of interest to you.  For further details about our marketing practices, refer to EXPLAINING MORE</p>

		ABOUT DIRECT MARKETING section below.
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In addition to the purposes for collecting your information that are listed in the table above, we may also use your information for the following purposes which we consider to be everyday business purposes:

- For identity and credential management, including identity verification and authentication, system and technology administration
- To protect the security and integrity of systems, networks, applications and data, including detecting, analyzing and resolving security threats, and collaborating with law enforcement or other groups about imminent threats
- For fraud detection and prevention
- For legal and regulatory compliance, including all uses and disclosures of personal information that are required by law or for reasonably needed for compliance with company policies and procedures, such as: anti-money laundering programs, security and incident response programs, intellectual property protection programs, and corporate ethics and compliance hotlines,
- For audits, including financial, security, or compliance audits, and analysis and reporting,
- To enforce our contracts and to protect against injury, theft, legal liability, fraud or abuse, to protect people or property, including physical security programs,
- To de-identify the data or create aggregated datasets, such as for consolidating reporting, research or analytics,
- To make back-up copies for business continuity and disaster recovery purposes, and
- For corporate governance, including mergers, acquisitions and divestitures.

**PERSONAL INFORMATION EVENT ORGANIZERS COLLECT ON ACTIVE**

When you register for an Event, you are not just sharing your personal information with ACTIVE, you are also sharing with our Client, the Event Organizer. Both ACTIVE and the Event Organizer need the same basic information about you, like your name and contact information, for example. When you provide that information in the registration form, you are providing it to both of us. The Event Organizer may collect additional information from you (“Event Information”) which is related to the Event, but not required for your ACTIVE account (for example, your t-shirt size, or information about your prior participation in Events sponsored by that Organizer). As regards such Event Information, ACTIVE is a service provider, or processor, to the Event Organizer, meaning that we only use it according to the Event Organizer’s instructions.

When an Event Organizer is processing your personal information, such processing will be subject to their privacy notice which they will provide to you.

**HOW WE SHARE PERSONAL INFORMATION WITH THIRD PARTIES FOR THEIR OWN BUSINESS PURPOSES, AND OTHER PARTNERS FOR OUR BUSINESS PURPOSES:**

We share your personal information in the manner and for the purposes described below:

- With our affiliates, subsidiaries, or with our parent company where such disclosure is necessary to provide you with our Services or to manage our business. We may also share your personal information with other ACTIVE entities to improve the services we offer or help us to create new ones and to personalize the Services and offers you receive and or marketing, profiling and analytics as set out further in **EXPLAINING MORE ABOUT DIRECT MARKETING** section below; and for the purposes set out in this Policy.
- With third parties who help manage our business and deliver services, for example, IT service providers who help manage our IT and back office systems, process credit card payments, or administer Events, Sites and Applications. These third parties have agreed to confidentiality restrictions and have agreed to use any personal information we share with them, or which they collect on our behalf, solely for the purpose of providing the contracted service to us.
- With our partner websites when we publish timing results for timed Events
- Subject to applicable legal requirements, with another company in connection with or during negotiation of any merger, financing, acquisition, bankruptcy, dissolution, transaction or proceeding involving sale, transfer, divestiture, or disclosure of all or a portion of our business assets to such company.

**HOW WE SHARE PERSONAL INFORMATION WITH THIRD PARTIES FOR THEIR OWN BUSINESS PURPOSES**

Subject to any rights you may have as described in this Policy, ACTIVE may also share your personal information with third-party partners for their own business purposes including for them to provide you offers of related products and services. The table below provides additional information about that sharing.

Sources of Personal Information We Share	Categories and Types of Personal Information We Share	Business Purpose for Sharing Personal Information	Categories of Third Parties with Whom Personal
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			<b>Information is Shared for their Own Business Purpose</b>
<ul style="list-style-type: none"> <li>• <u>Information that you provide to us:</u> We collect personal information that you provide to us when you set up an account with us, use our Services, or communicate with us.</li> <li>• <u>Information collected through technology:</u> When you visit our Sites or Apps (or when you use any of our Services) we may collect certain information about your location, usage, computer or device through technology such as cookies (see “Cookies” for additional information). We may collect geolocation in the Applications for the purpose of enabling location-based Services.</li> </ul>	<ul style="list-style-type: none"> <li>• Identifiers</li> <li>• Commercial information</li> <li>• Internet/electronic activity</li> <li>• Geolocation</li> <li>• Inferences (such as consumer preferences)</li> </ul> <p>We may share your name, contact information including telephone number, email address, or postal address, information about the products and services we provide to you, information about your preferences including marketing preferences, information collected through your internet-based activity (see “Cookies” for additional information)</p>	<ul style="list-style-type: none"> <li>• Provide you offers of related products and services</li> <li>• For personalized marketing purposes</li> <li>• To fulfill your request when you use the services to sign up for or purchase a product or service from a partner company.</li> <li>• to comply with all applicable laws, regulations and rules, and requests of law enforcement, regulatory and other governmental agencies.</li> </ul>	<ul style="list-style-type: none"> <li>• Third-party partners who provide offers of related products and services</li> <li>• Event Organizers</li> <li>• Advertising Networks</li> <li>• Internet Service Providers</li> <li>• Data analytics providers</li> <li>• Government entities and agencies, law enforcement and regulators,</li> <li>• Operating systems and Platforms</li> <li>• Social Networks</li> </ul>

If you use the Services to sign up for or purchase a third party or Event Organizer product or service, or place an Event in your cart without completing a registration, you may also receive communications, correspondence, emails, or direct mail from such third party or Event Organizer. Each such party operates independently from ACTIVE and their collection of your personal information is not subject to this Policy but is subject to their own privacy notice. Please refer to that party’s privacy policy if you have any questions.

You may have rights to opt out of us sharing your personal information with third parties for their own business purposes. You can learn more about such rights in **LEGAL RIGHTS AVAILABLE TO CALIFORNIA RESIDENTS TO HELP MANAGE YOUR PRIVACY**.

For further details about our marketing practices, refer to **EXPLAINING MORE ABOUT DIRECT MARKETING** section below.

We may share in aggregate, statistical form, non-personal information regarding the visitors to our Sites, traffic patterns, and website usage with our partners, affiliates or advertisers.

**COOKIES AND OTHER TRACKING TECHNOLOGIES**

A cookie is a small text file containing small amounts of information which is downloaded to / stored on your computer (or other internet enabled devices, such as a smartphone or tablet) when you visit a website. Cookies or similar tracking technologies are used to help us remember information about your visit to the site, like your country, language and other settings. Tracking technologies allow us to understand who has seen which webpages and advertisements, to determine how frequently particular pages are visited and to determine the most popular areas of our Site(s). They can also help us to operate our Sites more efficiently and make your next visit easier. Tracking technologies can allow us to do various other things, as explained further in our Cookie Policy which you can access by clicking the link below.

For more information about how our cookies work and information about how to manage your cookie settings please visit our **Cookie Policy** or the cookie management tool available in the Privacy Management tab of your account settings.

**TRANSFERRING PERSONAL INFORMATION GLOBALLY**

**International data transfer**

We operate on a global basis. This means that your personal information may be transferred to and stored in the United States, which may be subject to different standards of data protection than your country of residence.

We will take appropriate steps to ensure that transfers of personal information are in accordance with applicable law, are carefully managed to protect your privacy rights and interests and limited to countries which are recognized as providing an adequate level of legal protection or where alternative adequate arrangements are in place to protect your privacy rights. To this end:

- we ensure transfers within ACTIVE will be covered by an agreement entered into by ACTIVE entities (an intra group agreement) which contractually obliges each such entity to ensure that personal information receives an adequate and consistent level of protection wherever it is transferred within ACTIVE;
- where we transfer your personal information outside ACTIVE or to third parties who help provide our Services, we obtain contractual commitments from them to protect your personal information; or
- where we receive requests for information from law enforcement or regulators, we carefully validate these requests before any personal information are disclosed.

You have a right to contact us for more information about the safeguards we have put in place (including a copy of relevant contractual commitments) to ensure the adequate protection of your personal information when this is transferred as mentioned above.

### **EU Transfer Mechanism**

ACTIVE participates in, and has certified its compliance with, the EU-U.S. Privacy Shield Framework. ACTIVE is committed to subjecting all personal information received from European Union (EU) member countries, in reliance on the Privacy Shield Framework, to the Framework's applicable principles. To learn more about the Privacy Shield Framework, visit [www.privacyshield.gov/list](http://www.privacyshield.gov/list).

ACTIVE is responsible for the processing of personal information it receives under the Privacy Shield Framework, and subsequent transfers to a third party acting as an agent on its behalf. ACTIVE complies with the Privacy Shield principles for all onward transfers of personal information from the EU, including the onward transfer liability provisions.

With respect to personal information received or transferred pursuant to the Privacy Shield Framework, ACTIVE is subject to the regulatory enforcement powers of the U.S. Federal Trade Commission. In certain situations, ACTIVE may be required to disclose personal information in response to lawful requests by public authorities, including to meet national security or law enforcement requirements.

If you have an unresolved privacy or data use concern that we have not addressed satisfactorily, please contact our U.S.-based third party dispute resolution provider (free of charge) at <https://feedback-form.truste.com/watchdog/request>. Under certain conditions, more fully described on the Privacy Shield website, you may invoke binding arbitration when other dispute resolution procedures have been exhausted.

### **HOW WE PROTECT AND STORE PERSONAL INFORMATION**

#### **Security**

We have implemented and maintain appropriate technical and organisational security measures, policies and procedures designed to reduce the risk of accidental destruction, or loss, or unauthorised disclosure or access to such information appropriate to the nature of the information concerned, including:

- (where appropriate) password protection, encryption, and use of secure communication transmission software (known as "transport layer security" or "TLS") to protect our Sites;
- placing confidentiality requirements on our employees and service providers;
- destroying or permanently anonymising personal information if it is no longer needed for the purposes for which it was collected; and
- following strict security procedures in the storage and disclosure of your personal information to prevent unauthorised access to it. Whilst we take appropriate technical and organisational measures to safeguard your personal information, no transmission over the Internet can ever be guaranteed to be secure. Therefore, we cannot guarantee the security of any personal information that you transfer over the Internet to us and any such transmission is at your own risk.

As the security of personal information depends in part on the security of the computer you use to communicate with us and the security you use to protect usernames and passwords, you should take steps to protect against unauthorized access to your password, computer, and web-enabled devices, among other things, by signing off after using a shared computer, inserting a password on your web-enabled device, choosing a password that nobody else knows or can easily guess, keeping your password private, and periodically changing your password. You should never share your log-in information with others. We are not responsible for any lost, stolen or compromised passwords, or for any activity on your account via unauthorized password activity.

#### **Storing your personal information**

We will store your personal information for as long as is reasonably necessary for the purposes for which it was collected, as explained in this Policy. Where your information is no longer needed, we will ensure that it is disposed of in a secure manner. In some circumstances we may store your personal information for longer periods of time, for instance where we are required to do so in accordance with legal, regulatory, tax, accounting requirements.

In specific circumstances we may store your personal information for longer periods of time so that we have an accurate record of your dealings with us in the event of any complaints or challenges, or if we reasonably believe there is a prospect of litigation relating to your personal information or dealings.

#### **EXPLAINING MORE ABOUT DIRECT MARKETING**

##### **How we use personal information you keep you up to date with our Services**

We may use personal information to let you know about our Services that we believe will be of interest to you. We may contact you by email, post, social media, telephone, or through other communications channels that we think you may find helpful. In all cases, we will respect your preferences for how you would like us to manage marketing activities with you.

We also work with carefully selected third parties, such as promotional partners and others with whom we have marketing or other relationships. At all times, in accordance with your marketing preferences and in accordance with applicable law, these third parties may contact you by email, SMS/text, social media or through other communications channels to tell you about products and services that they believe would be of interest to you.

##### **How you can manage your marketing preferences**

To protect privacy rights and to ensure you have control over how we manage marketing with you:

- We will take steps to limit direct marketing to a reasonable and proportionate level and only send you communications which we believe may be of interest or relevance to you;
- At any time you can update or correct your personal profile, or change your preferences for the way in which you would like us to communicate with you, including how you receive details of latest offers from us;
- If you have an online account with us, the easiest way to make updates to your marketing preferences and/or change your personal details is to log onto your account. You can also click the “unsubscribe” link that you find on any online newsletters you receive or contact customer support team at [support@activenetwork.com](mailto:support@activenetwork.com).
- You can ask us to stop direct marketing at any time – you can ask us to stop sending email marketing by following the unsubscribe link you will find on all the email marketing messages we send you. Alternatively you can contact us at [support@activenetwork.com](mailto:support@activenetwork.com). Please specify whether you would like us to stop all forms of marketing or just a particular type (e.g. email);
- You can change the way your browser manages cookies, which may be used to deliver online advertising, by following the settings on your browser.

We recommend you routinely review the privacy notices and preference settings that are available to you on any social media platforms as well as your preferences in your account with us. Further, if (in accordance with your marketing preferences) you receive marketing from the third parties referred to above, we recommend you review any relevant third party's privacy notice for how they use your personal information.

Be aware that if you unsubscribe from our marketing communications we may be unable to notify you of tailored services or offer to meet your needs. If you unsubscribe from marketing communications from us, you will still receive operational and service messages from us regarding your Events and/or registrations.

##### **When and how we undertake profiling and analytics**

- We aggregate personal information and remove any identifying elements in order to better understand how users access and use our Sites and Services for other research purposes, as set out above in **HOW WE SHARE PERSONAL INFORMATION WITHIN ACTIVE AND WITH OUR SERVICE PROVIDERS, AND OTHER PARTNERS FOR OUR BUSINESS PURPOSES**.

We undertake profiling and analytics to improve our Sites and Services by providing personalized experiences, location customization, personalized help, and instructions.

This means that we may automatically process personal information to evaluate certain personal aspects about an individual, in particular to analyse or predict aspects concerning personal preferences, interests, behavior, location or movements. When we send or display personalized communications or content, we use some profiling techniques. This means we may collect personal data about you in the different scenarios mentioned above (in the why we collect your data section), and use this data to analyse, evaluate, or predict your personal preferences, interests, behavior and/or location.

Based on our analysis, we then send or display communications or content specifically tailored to your interests and needs.

You may have the right to object at any time to the use of your personal data for “profiling”. Please see **LEGAL RIGHTS AVAILABLE TO EU DATA SUBJECTS HELP MANAGE YOUR PRIVACY** section below.

Some of the legitimate purposes for which we profile personal information include:

- to obtain a better understanding of what you would like to see from us and how we can continue to improve our services for you;
- to personalise the service and offers you receive from us;
- to provide you with tailored content online and optimise your experience of our Sites and Services;
- to provide you with tailored advertisements on other websites you visit and social media and digital platforms;
- to share marketing material we believe may be of interest to you, including from other ACTIVE entities and our third party partners;
- to help us operate our services more efficiently;
- to authenticate log-ins on our Sites and detect and prevent fraud.

**Where required under applicable privacy laws:**

- we will take steps to ensure that prior to profiling your personal information for a legitimate interest that our legitimate interest is not overridden by your own interests or fundamental rights and freedoms;
- you may have rights to opt out of sharing your personal information with third parties for their own business purposes. You can learn more about such rights in **LEGAL RIGHTS AVAILABLE TO CALIFORNIA RESIDENTS TO HELP MANAGE YOUR PRIVACY**; and
- you may have rights to object to us profiling your personal information. You can learn more about such rights in **LEGAL RIGHTS AVAILABLE TO EU DATA SUBJECTS HELP MANAGE YOUR PRIVACY**.

**When and how we carry out automated decision making**

We undertake automated decision making to improve our Sites and Services by providing personalized experiences, location customization, personalized help, and instructions.

This means that we may automatically process personal information to evaluate certain personal aspects about an individual, in particular to analyse or predict aspects concerning personal preferences, interests, behavior, location or movements. When we send or display personalized communications or content, we may use automated decision making. This means we may collect personal data about you in the different scenarios mentioned above (in the why we collect your data section), and use this data to analyse, evaluate, or predict your personal preferences, interests, behavior and/or location.

Based on our analysis, we then send or display communications or content specifically tailored to your interests and needs.

You may have the right to object at any time to the use of your personal data to carry out automated decision making. Please see **LEGAL RIGHTS AVAILABLE TO EU DATA SUBJECTS HELP MANAGE YOUR PRIVACY** section below.

Some of the legitimate purposes we carry out automated decision making:

- to obtain a better understanding of what you would like to see from us and how we can continue to improve our services for you;
- to personalise the service and offers you receive from us;
- to provide you with tailored content online and optimise your experience of our Sites and Services;
- to provide you with tailored advertisements on other websites you visit and social media and digital platforms;
- to share marketing material we believe may be of interest to you, including from other ACTIVE entities and our third party partners;
- to help us operate our services more efficiently;
- to authenticate log-ins on our Sites and detect and prevent fraud.

**LEGAL RIGHTS AVAILABLE TO EU DATA SUBJECTS HELP MANAGE YOUR PRIVACY**

Subject to certain exemptions, and in some cases dependent upon the processing activity we are undertaking, if you are an EU data subject, you may have certain rights in relation to your personal information. Click on the links below to learn more about each right you may have:

- **To access personal information**
- **To rectify / erase personal information**
- **To restrict the processing of your personal information**
- **To transfer your personal information**
- **To object to the processing of personal information**
- **To object to how we use your personal information for direct marketing purposes**
- **To obtain a copy of personal information safeguards used for transfers outside your jurisdiction**
- **To lodge a complaint with your local supervisory authority**

If you wish to access any of the above-mentioned rights, we may ask you for additional information to confirm your identity and for security purposes, in particular before disclosing personal information to you.

We reserve the right to charge a fee where permitted by law, for instance if your request is manifestly unfounded or excessive.

You can exercise your rights by completing the form located at <http://www.active.com/claim>. Subject to legal and other permissible considerations, we will make every reasonable effort to honour your request promptly or inform you if we require further information in order to fulfil your request.

We may not always be able to fully address your request, for example if it would impact the duty of confidentiality we owe to others, or if we are legally entitled to deal with the request in a different way.

#### **Right to access personal information**

You have a right to request that we provide you with a copy of your personal information that we hold and you have the right to be informed of (a) the source of your personal information; (b) the purposes, legal basis and methods of processing; (c) the data controller's identity; and (d) the entities or categories of entities to whom your personal information may be transferred. You can exercise this right by completing the form located at <http://www.active.com/claim>. We will respond to your request within a reasonable timeframe.

#### **Right to rectify or erase personal information**

You have a right to request that we rectify inaccurate personal information. We may seek to verify the accuracy of the personal information before rectifying it.

You can also request that we erase your personal information in limited circumstances where:

- it is no longer needed for the purposes for which it was collected; or
- you have withdrawn your consent (where the data processing was based on consent); or
- following a successful right to object (see right to object); or
- it has been processed unlawfully; or
- to comply with a legal obligation to which ACTIVE is subject.

You can exercise these rights by completing the form located at <http://www.active.com/claim>.

We are not required to comply with your request to erase personal information if the processing of your personal information is necessary:

- for compliance with a legal obligation; or
- for the establishment, exercise or defence of legal claims.

#### **Right to restrict the processing of your personal information**

You can ask us to restrict your personal information, but only where:

- its accuracy is contested, to allow us to verify its accuracy; or
- the processing is unlawful, but you do not want it erased; or
- it is no longer needed for the purposes for which it was collected, but we still need it to establish, exercise or defend legal claims; or
- you have exercised the right to object, and verification of overriding grounds is pending.

We can continue to use your personal information following a request for restriction, where:

- we have your consent; or
- to establish, exercise or defend legal claims; or
- to protect the rights of another natural or legal person.

#### **Right to transfer your personal information**

You can ask us to provide your personal information to you in a structured, commonly used, machine readable format, or you can ask to have it transferred directly to another data controller, but in each case only where:

- the processing is based on your consent or on the performance of a contract with you; and
- the processing is carried out by automated means.

#### **Right to object to the processing of your personal information**

You can object to any processing of your personal information which has our legitimate interests as its legal basis if you believe your fundamental rights and freedoms outweigh our legitimate interests.

If you raise an objection, we have an opportunity to demonstrate that we have compelling legitimate interests which override your rights and freedoms.

#### **Right to object to how we use your personal information for direct marketing purposes**

You can request that we change the manner in which we contact you for marketing purposes.

You can request that we not transfer your personal information to unaffiliated third parties for the purposes of direct marketing or any other purposes.

#### **Right to obtain a copy of personal information safeguards used for transfers outside your jurisdiction**

You can ask to obtain a copy of, or reference to, the safeguards under which your personal information is transferred outside of the European Union.

We may redact data transfer agreements to protect commercial terms.

### **Right to lodge a complaint with your local supervisory authority**

You have a right to lodge a complaint with your local supervisory authority if you have concerns about how we are processing your personal information.

We ask that you please attempt to resolve any issues with us first, although you have a right to contact your supervisory authority at any time.

### **LEGAL RIGHTS AVAILABLE TO CALIFORNIA RESIDENTS TO HELP MANAGE YOUR PRIVACY**

California residents have specific rights regarding their personal information. This section describes those rights and how to exercise them.

#### **Right to Know About Personal Information Collected, Disclosed, or Sold:**

You have the right to request, subject to verification of your identity, that we disclose to you what personal information we have collected, used, disclosed, or sold over the past 12 months. To learn how to exercise this right and what information you may need to provide in the process, see the “**How to Exercise Your Rights to Access and Deletion**” section below. We have provided information about the categories of personal information we have collected, the sources from which we collected it, the purposes for which it was collected, and the third parties with whom we may share it with above.

#### **Right to Request Deletion of Personal Information:**

You have the right to request, subject to our verification of your identity, that we delete the personal information that we have collected or maintain about you, subject to certain exceptions. See “**How to Exercise Your Rights to Access and Deletion**” below.

#### **Right to Non-Discrimination:**

You have the right not to receive discriminatory treatment from us for the exercise of your rights described in this section. We will not discriminate against you (for example, by denying you services or charging you a different rate) for exercising any of your rights.

#### **Right to Opt-Out:**

You have the right to opt-out of the sharing of your personal information with third parties for their own business purposes in the following ways:

- By completing the form at <http://www.active.com/claim>
- By changing your preferences in your [account settings](#).
- By opting-out of the collecting of non-essential cookies through our Cookie Management Tool available in the [Privacy Management](#) tab of your account settings.

#### **How to Exercise Your Rights to Access and Deletion:**

To exercise your right to access or your right to delete, please submit a request to us in one of the following ways:

- Complete the form at <http://www.active.com/claim>
- Call us toll free at 1-(888)-543-7223

In order for us to honor your access or deletion request, you must provide us with enough information to reasonably verify you are the person about whom we collected personal information or an authorized representative. We may ask you for information associated with your account, which might include your name, email, address, and phone number. We will confirm receipt of your request within 10 days and respond to requests for access and deletion within 45 days. We will also let you know if we are not able to verify your identify based on the information you have provided. If you submit a request for deletion, we will send you a confirmation email to validate the request before deleting your personal information.

After we have responded to two requests from you within a 12-month period, we may choose not to respond to any additional requests from you during such period.

#### **Authorized Agent:**

You may designate an authorized agent to make a request on your behalf. If you choose to use an authorized agent, we may require that you both provide your authorized agent with written permission to make a request on your behalf, and verify your identity directly with us. We may deny a request from an agent that does not submit proper proof of authorization. In order to submit a request through an authorized agent, please either follow the instructions provided at <http://www.active.com/claim> for requests submitted online or let know us over the phone for requests made through our toll free number.

#### **CHILDREN UNDER 16**

In some countries, parents have the right to consent to the collection and use of personal information from children under the age of 16 (collectively, “Children,” and individually, a “Child”) without also consenting to the disclosure of such information to outside third parties, except in order to provide the Services. ACTIVE does not share personal information collected from or Children with third parties for any purpose other than to provide the Services.

#### **What information do we collect from children under the age of 16?**

- Personal information such as first and last name, email address, parent’s email address;
- Username and password;
- Date of birth;
- Display name (this is the name other people will see when the Child posts items to one of our Sites or engage in other similar activities on our Sites);
- Information about a Child’s activities and interests;
- Other profile data, such as contact information, gender, and photo (collected from the parent);
- Physical activities or similar health related information (how long you exercised, caloric intake, or weight lost); and
- The contact information of a friend (when inviting them to visit the Site).

**How we use the information collected from Children?**

- To provide a notice to parents regarding your Child’s interest in registering to use the Sites;
- To obtain verifiable parental consent;
- To provide our Services, to communicate with parents about your Child’s use of our Services and for other customer service purposes;
- To provide information that a parent or Child has requested to receive from us in response to an opt-in request;
- To provide our Services at the request of our Clients
- To administer Events;
- To provide results of Events; and
- To improve our Sites and Services by providing personalized experiences, location customization, personalized help, and instructions.

**Can I access and modify my Child’s personal information?**

If your Child’s personal information changes, if you no longer wish to allow your Child to participate on the Sites, or if you wish to delete your Child’s information and refuse further collection and use of the information, please email us at [privacy@activenetwork.com](mailto:privacy@activenetwork.com).

**How long is my Child’s information retained?**

We will retain the information we collect for as long as your or your Child’s account is active, as needed to provide our Services. You may close your or your Child’s account by contacting us. Nonetheless, we may retain your or your Child’s information for an additional period as is permitted or required to comply with our legal obligations, resolve disputes, and enforce our agreements. Please note that even if we delete your or your Child’s information, it may persist on backup or archival media and other information systems.

**CONTACT US**

ACTIVE regularly reviews its policies, procedures and practices regarding personal information and this Policy.

The primary point of contact for all issues arising from this Policy is our Data Protection Officer. Our Data Protection Officer can be contacted in the following ways:

Email: [privacy@activenetwork.com](mailto:privacy@activenetwork.com) or [GDPR@activenetwork.com](mailto:GDPR@activenetwork.com)

Attn: ACTIVE Privacy

Active Network, LLC

717 North Harwood Street

Suite 2500

Dallas, TX 75201

Phone: 469-291-0300

Toll Free: 888-543-7223

If you have any questions, concerns or complaints regarding our compliance with this Policy, the information we hold about you or if you wish to exercise your rights, we encourage you to first contact us. We will investigate and attempt to resolve complaints and disputes and make every reasonable effort to honour your wish to exercise your rights as quickly as possible and in any event, within the timescales provided by data protection laws.

**To contact your data protection supervisory authority**

You have a right to lodge a complaint with your local data protection supervisory authority (i.e. your place of habitual residence, place or work or place of alleged infringement) at any time. We ask that you please attempt to resolve any issues with us before your local supervisory authority. Your local authority can be found [here](#).

We may update this Policy from time to time. If we make any material changes we will notify you by email (sent to the e-mail address specified in your account) or by means of a notice on this website prior to the change becoming effective.

We encourage you to periodically review this page for the latest information on our privacy practices.