

## Aggieville Showdown, LLC - Privacy Policy

**Updated and Effective: September 12, 2019**

This Privacy Policy describes how Aggieville Showdown, LLC, its clients and sponsors use and share information collected via the web sites, applications or features that post a link to this Privacy Policy and at the affiliated branded properties (collectively, the “**Services**”). For purposes of this Privacy Policy, “Affiliate” means a group of corporations, limited liability companies and partnerships that are owned and operated by a separate, single-purpose legal entity.

**By providing us with information or accessing, using, or otherwise interacting with our Services, you agree to be bound by the terms of this Privacy Policy and the applicable Terms of Use, which govern your use of any Service. IF YOU DO NOT AGREE TO THE TERMS OF THIS PRIVACY POLICY AND THE TERMS OF USE, DO NOT ACCESS OR USE THE SERVICE OR PROVIDE PERSONAL INFORMATION TO US.**

## **INFORMATION WE COLLECT**

Through various features on the Services, we may collect personal information, which is information that is linked to a specific, identifiable individual ("**Personal Information**"), such as first and last name, email addresses, postal addresses, and telephone numbers. We may also collect other information about you, such as payment and other information about your transactions with us, demographic information (e.g., your gender, ZIP code, or similar information), information about the device you are using to access the Services, and information about your preferences and interests. Note that we may de-identify Personal Information we have received, turning it into non-personal information. This is sometimes accomplished using a mathematical process (commonly known as a hash function) to convert information into a code. The code does not identify you directly, but it may be used to connect your activity and interests.

If we combine demographic, preference or similar information with the Personal Information we collect, we will treat the combined information as Personal Information under this Privacy Policy. The information we collect may be provided by you or by a third party or may be collected automatically. We may combine the information we collect online with information we collect in our venues or elsewhere offline.

Our Services are intended for a general audience. Certain Services, features, or promotions may be restricted to those over the ages of 18 or 21 as described on the applicable Service and you understand that you may not use any such Service if you are not eligible. None of our Services is intended for use by or targeted to children younger than the age of 13. We do not knowingly collect Personal Information from children younger than the age of 13. If we learn that we have inadvertently collected Personal Information from a user who is younger than age 13, we will delete that information from our active databases. If you are the parent of a child younger than 13 and believe that we have inadvertently collected Personal Information from your child, please contact us at [Privacy@livedistricts.com](mailto:Privacy@livedistricts.com).

### **Information You Provide.**

We may ask you to provide certain information to us (including your Personal Information) when you use the Services or engage with us offline. You may choose not to provide certain information; however, choosing to do so may prevent you from being able to take advantage of some of our offered features, from participating in some events or promotions, or from conducting transactions.

### **Community Forums and User Submission.**

The Services may provide you the opportunity to submit information to us, through interactive features, and through other communication functionality ("**Community Forums**"). You may choose, through such features or otherwise, to submit or post "**User Submissions**" (which means any and all information and content that you submit or post to the Services, including, without limitation, photos, audio, video, messages, text, files, or other content you provide us and as further described in our Terms of Use). Your use of any Community Forum is subject to our Terms of Use [www.aggievilleshowdown.com/terms-of-use](http://www.aggievilleshowdown.com/terms-of-use), including, without limitation, the "User Content" section. Some Community Forums may be operated by a third party and your submissions also may be subject to the third party's privacy policy and terms of use.

Please note that certain information, such as your name and/or state of residence, may be publicly displayed on the Services along with your User Submissions. Note also that anything you submit through a public-facing Community Forum may be made public – others will have access to your User Submission and may use it or share it with third parties. We are not responsible for the actions of third parties and the use of your information and other User Submissions by such third parties is not subject to the protections of this Privacy Policy.

### **Social Networking Features**

The Services may permit or facilitate interactions with an interactive third-party website or service ("**Social Networking Features**"), such as enabling you to "like" or "share" content on a social-media network like Facebook or Twitter. If you choose to share content or otherwise post information from or via the Services through a Social Networking Feature, that information may be public and the third party may have access to information about you and your use of our Services. Similarly, if you post information on a third-party platform that references us (for example, by using a hashtag associated with us in your post), your post may be published on the Services or otherwise in accordance with the terms of that third party. You may also choose to use a Social Networking Feature in a way that connects that third-party service with our Service (such as signing into a Service with your credentials from another website or service). Doing so may allow us to collect (or the third party to share) information about you, including without limitation Personal Information. We may also receive information about you if other users of a third-party website give us access to their profiles and you are one of their "connections." The information we collect is subject to this Privacy Policy. The information collected and stored by the third party remains subject to the third party's privacy practices, including without limitation, whether the third party continues to share information with us, the types of information shared, and your choices with regard to what is visible to others on that third-party website or service. The third party may allow you to remove the application or feature, in which case we will no longer collect information about you through the application or feature, but we may retain the information previously collected.

### **Information Provided by Third Parties**

We may obtain information about you from third parties, including our joint marketing partners, third-party websites, users who provide us with information about others (i.e. purchasing a gift card for someone else), or other unrelated third parties. The information third parties provide may include Personal Information, demographic information, and information on your preferences. We may combine information about you that we have with information we obtain from others. In those cases, we will apply this Privacy Policy to the combined information.

### **Send-to-a-Friend Features**

If you send a friend a communication from the Services, the information you provide (e.g., name and email address) is used on a one-time basis to facilitate the communication and is not used for any other marketing purpose unless we obtain consent from that person.

### **Information the Services Automatically Collect When You Interact with Us.**

Aggieville Showdown, LLC and our third-party service providers (including analytics providers, advertising partners, and third-party content providers) may automatically or passively receive and

record certain information about your use of our online Services whenever you visit or interact with those Services, such as: your IP address and mobile or similar device identifier; browser type; type of device you use to access the Services; the domain name from which you arrived at the Services; the time of day you visit our Services; and specific pages or areas of the Service you visit ("**Usage Information**"). This information helps us to create a better experience for our users and to provide you with targeted advertising.

We may collect or infer certain location data regarding your use of the Services ("**Location Data**") and may link that Location Data to other information we have collected about you. We may directly collect precise Location Data from the device you use to access our online Services if you have opted-in to such collection. You may be able to turn off the collection of precise Location Data through your device settings. However, please note that we may still be able to infer your approximate location through other information we collect, such as IP address.

The methods used to collect Usage Information may include:

### **Cookies and Local Storage.**

"Cookies" and local storage are pieces of information (data files) transferred to an individual's browser on their device when the device is used to visit a Service. These technologies are able to store a unique identifier for a device to allow a certain Internet site to recognize the device whenever the device is used to visit the site. These technologies may be used for many purposes by us and our third-party service providers, such as automatically collecting Usage Information, enabling features, remembering your preferences, and providing you with targeted advertising elsewhere online. If you do not want to accept cookies, you can block them by adjusting the settings on your Internet browser. You can find more information about cookies and how they work at [www.allaboutcookies.org](http://www.allaboutcookies.org).

Certain browsers or browser add-ons, such as Adobe Flash, may provide additional local data storage mechanisms that are used in a manner similar to cookies, and some of the content included on our Services may make use of this local storage. For example, a Flash cookie is a data file placed on a device via the Adobe Flash plug-in that may be built into or downloaded by you onto your device. Flash cookies may be used for various purposes, including, without limitation, enabling a Flash feature and remembering your preferences. For more information about Flash and the [privacy choices](http://www.adobe.com/privacy/choices) Adobe offers, visit [www.macromedia.com/support/documentation/en/flashplayer/help/settings\\_manager.html](http://www.macromedia.com/support/documentation/en/flashplayer/help/settings_manager.html). If you choose to disable cookies, to adjust your Flash privacy settings on your device, or to otherwise restrict local storage, some features of the Services may not function properly.

## **Web Beacons.**

Small graphic images or other web programming code called web beacons (also known as “pixel tags,” “1x1 GIFs,” or “clear GIFs”) may be included in our web pages and email messages. Web beacons may be invisible to you, but any electronic image or other web programming code inserted into a web page or email can act as a web beacon. Web beacons or similar technologies may be used for a number of purposes, including, without limitation, to count visitors to a Service, to monitor how users navigate the Service, to count how many emails that were sent were actually opened or to count how many particular links were actually viewed.

## **Embedded Scripts.**

An embedded script is programming code that is designed to collect information about your interactions with the Services, such as the links you click on. The code is temporarily downloaded onto your device from our server or a third-party service provider, is active only while you are connected to a Service, and is deactivated or deleted thereafter.

In addition, we may use a variety of other technologies that collect similar information for security and fraud detection purposes.

## **OUR USE OF INFORMATION**

We may use information collected from or about you, including your Personal Information and Usage Information, to:

- allow you participate in the Services, or features or activities we offer, including any promotion or loyalty program we offer;
- process a transaction, verify your identity or eligibility, and send you confirmations and receipts;
- send you information and special offers from us, our advertisers, or third-party business partners;
- respond to your inquiries and provide customer service;
- protect you, ourselves, or any third party from errors, misuse of the Services, fraud, or any criminal activity;
- help us serve you better, including tailoring content, recommendations, offers, and advertisements we display to you online;
- improve the Services or our venues, products and services and for legal, regulatory and internal business purposes;
- assess your employment application for a position with Aggieville Showdown, LLC and prepare related governmental and internal statistics reports;
- detect and troubleshoot problems, resolve disputes, and enforce applicable agreements and policies for the Services; and

- fulfill any other purpose consistent with this Privacy Policy, for purposes disclosed to you at the time of collection, or with your consent.

## **SHARING OF INFORMATION**

We may share non-personal information, such as Usage Information, demographic data, hashed or otherwise de-identified data, and aggregated user statistics, with third parties in our discretion. We do not share your Personal Information with third parties for those third parties' own marketing purposes unless we provide you the opportunity to opt-in or opt-out prior to such sharing. In addition, we may share your Personal information in the circumstances described below or elsewhere in this Privacy Policy, as disclosed at the time you provide information, or otherwise with your consent.

### **Third Parties Providing Services on Our Behalf**

We may use third-party service providers to perform certain services on our behalf, such as: hosting the Services or Service features; processing transactions and payments; providing marketing assistance and data analysis or enhancement; sending communications on our behalf; or performing other administrative services. We may give these service providers access to your information (including Personal Information) so that they can carry out the services they are performing for you or for Aggieville Showdown, LLC.

### **When You Agree to Receive Information from Third Parties or Request That We Share Your Information.**

You may be presented with an opportunity to receive information or marketing offers from one or more third parties. If you agree at that time to have your Personal Information shared, your Personal Information will be disclosed to that third party (or parties) and will be subject to the privacy policy and practices of that third party. We are not responsible for the privacy policies and practices of third parties, and, if you later decide that you no longer want to receive communications from a third party, you will need to contact that third party directly. You also may request, sometimes through your use of an interactive feature or third-party application, that we share information about you with a third party, and we will typically do so under those circumstances.

### **Cobranded Partners**

Cobranded partners are entities with whom we jointly offer a service or feature. Services or features that we may offer in conjunction with a cobranded partner may include Promotions (defined below), concerts and other events, and ticket sales, among other things. You can typically tell when you are accessing or participating in a service or feature that we are offering in conjunction with a cobranded partner because the cobranded partner's name will be featured prominently in marketing materials for the service or feature. You may be asked to provide information about yourself utilize a service or feature offered in conjunction with a cobranded partner. In doing so, you may be providing your information to both us and to the cobranded partner, or we may share your information directly with the cobranded partner. Please note that the cobranded partner's policies will apply its collection and use of your information, not this policy.

## **Business Transfers and Transitions**

In the event Aggieville Showdown, LLC goes through a transition (such as a merger, acquisition, bankruptcy or sale of all or a portion of its assets or of any subsidiary/affiliate, including, without limitation, during the course of any due diligence process), your information (including your Personal Information) will likely be among the assets transferred. By providing your Personal Information, you agree that we may transfer such information to the acquiring entity without your further consent.

## **Sweepstakes, Contests, & Promotions**

We may offer sweepstakes, contests, and other promotions (any, a “**Promotion**”) that may require registration. By participating in a Promotion, you are agreeing to the provisions, conditions, or official rules that govern that Promotion, which may contain specific requirements of you (including, except where prohibited by law, allowing the sponsor(s) of the Promotion to use your name, voice, likeness or other indicia of persona in advertising or marketing materials). If you choose to enter a Promotion, Personal Information may be disclosed to third parties (including, without limitation, a co-sponsor) or the public in connection with the administration of such Promotion, such as in connection with winner selection, prize fulfillment, and as required by law or permitted by the Promotion's terms or official rules (such as on a winners list).

## **Administrative and Legal Reasons**

Aggieville Showdown, LLC reserves the right to use or disclose any information (including Personal Information) as needed to satisfy any law, regulation or legal request; to protect the integrity of the Services; to fulfill your requests; to cooperate in any law enforcement investigation, an investigation on a public safety matter, or an investigation into claims of intellectual-property infringement; to protect and defend the legal rights or property of Aggieville Showdown, LLC, our subsidiaries, affiliates, and shareholders, any Service or its users, or any other party; or, in an emergency, to protect the health and safety of our users or the general public. This includes

exchanging information with other companies and organizations for fraud protection and security purposes.

### **Employment Applications.**

If you apply for a job with Aggieville Showdown, LLC or any of our subsidiaries or affiliates, we or our service provider(s) may ask you to provide self-identifying information (such as veteran status, gender, and ethnicity) in conjunction with laws and regulations enforced by the Equal Employment Opportunity Commission and other federal, state and local regulatory agencies. Providing such self-identifying information is voluntary, but if you do provide such information, we and/or our service provider may submit that information to the appropriate government or regulatory agencies to fulfill reporting requirements and use that information to defend against employment-related complaints.

Please note that we may utilize a careers portal that is operated by a third party, in which case your use of the careers portal will be subject to the third party's privacy practices as disclosed on the portal, and not to this policy.

## **THIRD-PARTY LINKS & CONTENT**

The Services may link to or incorporate websites, advertising or content hosted and served by third parties over which we have no control and which are governed by the privacy policies and business practices of those third parties. Aggieville Showdown, LLC is not responsible for the privacy practices or business practices of any third party.

## **ONLINE ADVERTISING AND ANALYTICS PROVIDERS**

We may work with network advertisers, ad agencies, analytics service providers, and other vendors to serve third-party advertisements on the Services; to serve our advertisements elsewhere online; and to provide us with information regarding use of and traffic on the Services (including without limitation the pages viewed and the actions users take when visiting the Services) and the effectiveness of our advertisements. For example, if you click on an advertisement for any Aggieville Showdown, LLC venue or other product/service, our service provider(s) may be able to tell us the advertisement you clicked on and where you were viewing the advertisement; likewise, if you click on an advertisement you see on our Service, our service provider(s) may be able to tell which page you were visiting on our Service and pass that information to the advertiser. The advertisements you see may be served by one or more third parties, who may use



information about your activities on the Services, and other websites and services you visit across the various devices you use, to provide you targeted advertising based upon your interests. Our service providers may collect certain information about your visits to and activity on the Services and other websites and services and may use this information to target advertising to you.

These service providers may set and access their own tracking technologies on your device (including without limitation [cookies](#) and [web beacons](#)) and may otherwise collect or have access to information about you (such as Usage Information and device identifier). Some of these parties may collect Personal Information over time when you visit the Services or other online websites and services. Cookies and web beacons, including without limitation those set by third-party network advertisers, may be used to (among other things): target advertisements, prevent you from seeing the same advertisements too many times, and conduct research regarding the usefulness of certain advertisements to you. We may share certain information such as device identifiers, Usage Information, records of transactions you conduct on our Services or offline, and de-identified information with third-party advertising companies, analytics providers, and other vendors for advertising and analytics purposes.

We use a variety of service providers to perform advertising and analytics services, and some of these companies may be members of the Network Advertising Initiative (“NAI”) or Digital Advertising Alliance (“DAA”). You may wish to visit [optout.networkadvertising.org](http://optout.networkadvertising.org), which provides information regarding targeted advertising and the opt-out procedures of NAI members. You may also want to visit [optout.aboutads.info](http://optout.aboutads.info), which provides information regarding targeted advertising and offers an opt-out for participating companies.

We use Google Analytics, which uses cookies and similar technologies to collect and analyze information about use of the Services and report on activities and trends. This service may also collect information regarding the use of other websites, apps, and online services. You can learn about Google’s practices by going to [google.com/policies/privacy/partners](http://google.com/policies/privacy/partners), and opt out of them by downloading the Google Analytics opt-out browser add-on, available at [tools.google.com/dlpage/gaoptout](http://tools.google.com/dlpage/gaoptout).

For mobile apps, you may be able to limit certain advertising practices using the settings on your mobile device. You may also download the AppChoices app at [youradchoices.com/appchoices](http://youradchoices.com/appchoices) to opt out of the delivery of interest-based advertisements in participating mobile apps.

Please note opting out through these mechanisms does not opt you out of being served advertising. You will continue to receive non-targeted advertisements while online.

## **HOW WE RESPOND TO “DO NOT TRACK” SIGNALS**

Some Internet browsers may be configured to send “Do Not Track” signals to the online services that you visit. There is no consensus among industry participants as to what “Do Not Track” means in this context. Like many websites and online services, our Services do not alter their practices when they receive a “Do Not Track” signal from a visitor’s browser. To find out more about “Do Not Track,” please visit <http://www.allaboutdnt.com>.

## **SECURITY**

We employ commercially reasonable security methods and technologies to help secure your Personal Information. However, no system can be guaranteed 100% secure. We therefore cannot ensure or warrant the security of any information that you transmit to us, or that we transmit to you, or guarantee that it will be free from unauthorized access by third parties. You use the Services and provide us with information at your own initiative and risk.

## **CONSENT TO TRANSFER AND STORAGE IN THE UNITED STATES**

Aggieville Showdown, LLC is a United States company. Please be aware that information we collect will be transferred to and processed in the United States and other countries. By using the Services, or providing us with any information, you fully understand and unambiguously consent to this transfer, processing, and storage of your information in the United States and other jurisdictions, for which the privacy laws may not be as comprehensive as those in the country where you reside and/or are a citizen.

## **UPDATING YOUR PERSONAL INFORMATION AND YOUR CHOICES**

The Services may contain webpages or applications through which you can correct or update some of the Personal Information you have provided (such as an online account) or through which you may be able to unsubscribe or modify the email newsletters or similar communications we send to

you. If you have an online account, you are responsible for maintaining and updating, as applicable, your account registration data with current, accurate, and complete information. Aggieville Showdown, LLC will make requested changes in our active databases as soon as reasonably practicable. Note, however, that we may retain information that you have updated or changed for internal or administrative purposes. Also, if you have made any public postings, such postings will generally not be removed.

You can unsubscribe from our marketing emails through the opt-out mechanism included in each marketing email we send to you. Note that we reserve the right to send you certain email or postal communications relating to your use of our Services, service announcements, notices of changes to this Privacy Policy, or similar administrative or transactional messages, and these transactional account messages may be unaffected if you choose to opt-out from marketing communications. If you sign up to receive SMS or MMS messages that may be offered on the Services, you may unsubscribe by replying "STOP." (Note that, if you are subscribed to marketing emails or texts from more than one Aggieville Showdown, LLC contest, alerts, or database or subsidiary, you will need to individually unsubscribe from each such venue and/or subsidiary.)

## **YOUR CALIFORNIA PRIVACY RIGHTS**

Pursuant to California Civil Code Section 1798.83, residents of the State of California have the right to request from companies with which they conduct business information relating to third parties to which the company has disclosed certain categories of personal information during the preceding year for the third parties' direct marketing purposes. Alternatively, the law provides that a company may comply, as Aggieville Showdown does, by disclosing in its privacy policy that it provides consumers choice (opt-out or opt-in) regarding sharing personal information with third parties for those third parties' direct marketing purposes, and information on how to exercise that choice. As stated above in this Privacy Policy, Aggieville Showdown, LLC provides you choice prior to sharing your Personal Information with third parties for their direct marketing purposes. If you do not opt-in or if you choose to opt-out at the time Aggieville Showdown, LLC offers that choice, Aggieville Showdown, LLC does not share your information with that identified third party for its direct marketing purposes.

If you are a California resident and you have questions about our practices with respect to sharing information with third parties for their direct marketing purposes and your ability to exercise choice, please send your request to the following email address: [christianc@aggievilleshowdown.com](mailto:christianc@aggievilleshowdown.com) or write to us at the following mailing address: Aggieville Showdown, LLC 5100 Zeandale Road, Manhattan, KS 66502 Attn: Marketing/Privacy Feedback. You must put the statement "Your California Privacy Rights" in the subject field of your email or include it in your writing if you choose to write to us at the designated mailing address. You must

include your name, street address, city, state, and zip code. We are not responsible for notices that are not labeled or sent properly, or do not have complete information.

## **CHANGES TO THIS PRIVACY POLICY**

We reserve the right to change or modify this Privacy Policy in our discretion at any time and will notify you of material changes by posting the changed or modified Privacy Policy on our Services. We may also provide notice to you in other ways in our discretion, such as through contact information you have provided. Any changes will be effective immediately upon the posting of the revised Privacy Policy unless otherwise specified, and your continued use of the Services after the effective date of the revised Privacy Policy (or such other act as specified in the revised Privacy Policy) will constitute your consent to those changes. However, we will not, without your consent, use your Personal Information in a manner materially different than what was stated at the time your Personal Information was collected.