

Omaha Sports Commission Privacy Policy

Introduction

The Omaha Sports Commission (“we”, “our” or “the Company”) feels the privacy and security of our members and visitors are very important. Because our Website (“Site”) gathers certain information about visitors during your browsing and registration activities, we feel it is necessary to explain the terms and conditions associated with our Site. We have adopted this Privacy Policy for this Site to ensure responsible use of the information you share with Omaha Sports Commission and to make you aware of the terms and conditions of your use of this Site. We may at any time revise this statement by updating the Site. You are bound by any such revisions and should therefore periodically visit this page to review the current statement. We encourage our Users to carefully read the Privacy Policy and use it to make informed decisions. Questions regarding this statement should be sent to info@omahasports.org.

Omaha Sports Commission

Contact Information

Omaha Sports Commission

PO Box 744

Boys Town, NE 68010

Email: info@omahasports.org

Capture and Types of Information Collected

Data Collected

Data which may be made available or gathered via your use of the Site may be (“**Non-personal Information**”). With this data, we are not aware of the identity of a User from which the Non-personal Information was collected. Non-personal Information which is being collected may include your aggregated usage information and technical information transmitted by your device, including certain software and hardware information (e.g. the type of browser and operating system your device uses, language preference, access time, etc.) in order to enhance the functionality of our Site. We may also collect information on your activity on the Site (e.g. pages viewed, online browsing, clicks, actions, etc.).

Additional Data which may be made available or gathered via your use of the Site may be (“**Personal Information**”) which is individually identifiable information, namely information that identifies an individual or may with reasonable effort identify an individual. Such information includes:

- **Device Information:** We collect Personal Information from your device. Such information includes geolocation data, IP address, unique identifiers (e.g. MAC address and UUID) and other information which relates to your activity through the Site.

We never sell, rent or share Personal Information and/or Contact Information with third parties except as described in this Privacy Policy.

Registration:

If you participate in interactive activities (event and program registration, membership programs, information requests) on the Site, you may be asked to register for a login and password and/or to provide information on registration forms. Unique identifiers, such as logins and passwords, are collected to verify your identity and for use as account numbers in our records system. Your contact information may be used to contact you when necessary for customer

service reasons. Financial information collected is used exclusively to bill you for the service or product that you specifically requested.

Cookies:

“Cookies” are small pieces of information that are stored by your browser on your computer’s hard drive. Generally, cookies work by assigning to your computer a unique number that has no meaning outside of our Site. Our cookies do not contain any personally identifying information. We may also use cookies to assist us in delivering content specific to your interests. Most Web browsers automatically accept cookies, but you can usually change your browser to prevent that. Not accepting cookies may make certain features of this Site unavailable to you.

Uses of Information Collected

We use Contact Data to send you information about our products or services or to contact you when necessary. We use your Financial Data to verify your qualifications for certain products or services and to bill you for products and services. We use your Demographic Data to customize and tailor your experience on the Site, displaying content that we think you might be interested in and according to your preferences.

Retention

We will retain your personal information for as long as necessary to provide our services, and as necessary to comply with our legal obligations, resolve disputes, and enforce our policies. Retention periods will be determined taking into account the type of information that is collected and the purpose for which it is collected, bearing in mind the requirements applicable to the situation and the need to destroy outdated, unused information at the earliest reasonable time. Under applicable regulations, we will keep records containing client personal data, account opening documents, communications and anything else as required by applicable laws and regulations.

Marketing

We may use your Personal Information, such as your name, email address, telephone number, etc. ourselves or by using our third party subcontractors for the purpose of providing you with promotional materials, concerning our services, which we believe may interest you.

Out of respect to your right to privacy we provide you within such marketing materials with means to decline receiving further marketing offers from us. If you unsubscribe we will remove your email address or telephone number from our marketing distribution lists.

Please note that even if you have unsubscribed from receiving marketing emails from us, we may send you other types of important e-mail communications without offering you the opportunity to opt out of receiving them. These may include customer service announcements or administrative notices.

Use of the Site

The Site is owned and operated by Omaha Sports Commission. No materials found on the Site or any other site owned, operated, or licensed by Omaha Sports Commission may be copied, reproduced, republished, uploaded, posted, transmitted or distributed in any way. You may access material on the Site for commercial or personal use only, provided you also retain all copyright and other proprietary notices contained on the materials. You may not distribute, modify, transmit, reuse, repost or use the content of the Site for public or commercial purposes without the Omaha Sports Commission’s prior written permission. Omaha Sports Commission neither warrants nor represents that your use of materials displayed on the Site will not infringe rights of third parties not owned by or affiliated with Omaha Sports Commission. Because of the global nature of the Internet, you agree to comply with all local rules regarding online conduct and acceptable content, including all laws, rules, codes and regulations of the country in which you reside.

Links to Third Party Web Sites

If you use any links provided in the Site to Web sites not owned, maintained or hosted by Omaha Sports Commission (“Off-sites”), you will leave the Site. The Omaha Sports Commission is not responsible for any Off-site’s privacy policies or terms of use. No judgment of warranty is made with respect to the accuracy, timeliness, or suitability of the content of any Off-sites, and Omaha Sports Commission takes no responsibility for such sites. A link to a service or Web site outside of the Site is not an endorsement of the service or the Web site, its content, or its sponsoring organization.

Confidentiality and Security of Personal Information

Except as otherwise provided in this Statement, we will use commercially reasonable efforts to keep your Personal Information private and will not share it with third parties, unless such disclosure is necessary to: (a) comply with a court order or other legal process; (b) protect our rights or property; or (c) enforce this Statement. Your Personal Information is stored to enforce this Statement. Furthermore, your Personal Information is stored on servers that are generally not accessible by third parties. We may, however, share information with our event partners and affiliates. You will be given an opportunity to opt out of communications from these partners and affiliates.

THE SITE CONTAINS SECURED AND NON-SECURED SECTIONS. INHERENT IN THE USE OF THE INTERNET AND INTERNET-RELATED TECHNOLOGIES, THERE IS SOME RISK OF DISCLOSURE OF INFORMATION, INCLUDING WITHOUT LIMITATION, PERSONAL INFORMATION YOU SUPPLY. YOUR USE OF THE SITE AND YOUR ENTRY OF INFORMATION IS AT YOUR OWN RISK. THE OMAHA SPORTS COMMISSION AND ITS PARTNERS AND SPONSORS CANNOT ACCEPT RESPONSIBILITY AND EXPRESSLY DISCLAIM ALL LIABILITY FOR DAMAGE OR INJURY THAT YOU MAY INCUR OR THAT MAY RESULT FROM YOUR USE OF THE SITE OR THE INTERCEPTION OF INFORMATION YOU PROVIDE, INCLUDING WITHOUT LIMITATION, PERSONAL INFORMATION, BY A THIRD PARTY.

Limitation of Liability

THE SITE AND ITS CONTENT IS PROVIDED “AS IS” AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. OMAHA SPORTS COMMISSION DOES NOT WARRANT THAT USE OF THE SITE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS, IF ANY, WILL BE CORRECTED, OR THAT EITHER THE SITE OR THE SERVER THAT MAKES IT AVAILABLE TO YOU IS FREE OF VIRUSES, DISABLING DEVICES OR OTHER HARMFUL COMPONENTS. OMAHA SPORTS COMMISSION DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE MATERIALS ON THE SITE IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. YOU (AND NOT OMAHA SPORTS COMMISSION) ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR, OR CORRECTION RELATED TO ANY DAMAGE, HARM, INJURY OR MALFUNCTION ASSOCIATED WITH YOUR USE OF THE SITE AND/OR ITS CONTENTS.

Under no circumstances, including but not limited to negligence by act or omission, shall Omaha Sports Commission or any party involved in creating, producing, delivering or sponsoring the Site or its content, be liable for any direct, incidental, consequential, indirect or punitive damages that result from the use of, or the inability to use the materials on the Site, even if Omaha Sports Commission or a representative authorized by Omaha Sports Commission has been advised of the possibility of such damages. Applicable law may not allow the limitation or exclusion of liability or incidental or consequential damages, so the above limitation or exclusion may not apply to you. In no event, however, shall Omaha Sports Commission’s total liability to you for all damages, losses, and causes of action exceed the amount paid by you, if any, for accessing the Site.

Jurisdictional Issues

Your use of this Site, and this Statement, shall be construed and controlled by the laws of the State of Nebraska. Further,

any dispute arising from your use of this Site, or its Privacy Policy and Terms of Use, or a breach of thereof, shall be governed by the laws of the State of Nebraska. By accessing this Site, you agree to personal jurisdiction by the state and federal courts sitting in the State of Nebraska, County of Douglas. The sole and exclusive jurisdiction and venue for any and all disputes regarding your use of this Site shall be the state or federal courts located in the State of Nebraska, County of Douglas.

Indemnity

You agree to defend, indemnify and hold harmless Omaha Sports Commission, its officers, directors, employees, agents and sponsors from and against any and all claims, liabilities, damages, losses or expenses, including attorney's fees and costs, arising out of or in any way connected with your access to or use of the Site or any services provided by Omaha Sports Commission.

Minors

We understand the importance of protecting children's privacy, especially in an online environment. The Site is not designed for or directed at children. Under no circumstances shall we allow use of our services by minors without prior consent or authorization by a parent or legal guardian. We do not knowingly collect Personal Information from minors. If a parent or guardian becomes aware that his or her child has provided us with Personal Information without their consent, he or she should contact us at info@omahasports.org.

Trademarks, service marks and copyrights

Unless otherwise specifically noted, images, trademarks, service marks, logos and icons displayed on the Site are the property of Omaha Sports Commission or its licensors and may not be used without Omaha Sports Commission's prior written consent. Any unauthorized use of the images and other content displayed on the Site may violate copyright laws, trademark laws, privacy and publicity laws and regulations and statutes governing communications. Omaha Sports Commission reserves all worldwide rights under such applicable laws, regulations and statutes.

Corporate transaction

We may share information in the event of a corporate transaction (e.g. sale of a substantial part of our business, merger, consolidation or asset sale). In the event of the above, the transferee or acquiring company will assume the rights and obligations as described in this Privacy Policy.

Last Modified August 14, 2023