

## **GLOBAL WINTER WONDERLAND PRIVACY POLICY AND GENERAL RELEASE**

Global Winter Wonderland (“GWW” or “we”), owned and licensed by The International Culture Exchange Group, considers the protection of personal privacy to be one of our priorities. This privacy policy and general release ("Policy") gives you specific information on how we protect your privacy, how we treat personal and financial information, and the choices you have. By agreeing to the terms of this Policy, you agree that GWW has the right to use your likeness, testimonials, name and other information which identifies you for advertising, data collection or any lawful purpose. Your contact information will be used to contact you or send you information about our services. Your financial information will be kept confidential and will only be used to verify your qualification for certain services and to bill you. We protect against threats and unauthorized access of personal and financial information. We will not share your confidential information with third parties who are not connected with a transaction involving GWW, as defined below, unless such disclosure is necessary.

When you visit the GWW website, we may automatically track information, including but not limited to, IP address, domain server, type of computer and browser which is helpful to us for marketing purposes and to improve your experience on our web site. We may also store your password for your convenience.

This Policy applies to the GWW website and all events, festivals, attractions, entertainment, and other services owned or provided by GWW, together referred to as “GWW Offers.” In connection with effectively providing its services, GWW gathers personal, financial, and demographic information from exhibitors performers, applicants, and other interested parties, through submission of applications, completion of other personal information inquiries, emails, and posted messages on our forums. From time to time, GWW may add new websites, programs, services or products (collectively referred to as “Services”). This Policy applies only to sites owned and services provided by GWW, not to any third parties including our vendors and suppliers.

As a condition to participation in GWW Services and completing an application with us, you agree to be bound by the terms of this Policy and the use of your identity for lawful purposes. Additional terms and conditions which govern your participation in GWW are contained in our program participation agreements and other terms of use on our website, as applicable, which you will be notified of at the time of your registration for the applicable Services.

By using or accessing GWW, you are accepting the practices described in this Policy.

The Policy is accessible through GWW's website in a number of ways, including from a link entitled "Privacy" at the bottom of the globalwonderland.org home page. You acknowledge that this Policy may change over time. We reserve the right, in our sole discretion, to revise this Policy at any time. If we decide to change our Policy, we will post the revised policy on the globalwonderland.org web site. Any changes are effective immediately upon posting to the GWW website. As we may make changes at any time without notifying you, we suggest that you periodically consult this Policy. Please note that our rights to use your personally identifiable information will be based on the privacy policy in effect at the time the information is collected. Your continued use of GWW constitutes your agreement to all such terms and conditions of the Policy and revised versions of such Policy.

In the event that your credit card information is lost or stolen, or someone may have used your password without permission, you must notify us immediately.

You affirm to GWW that you are at least 18 years of age and have the right to contract in your own name. We recommend that minors under the age of 18 ask their parents for permission before sending any information about themselves to anyone over the Internet.

### **Information Collection and Use**

We may gather navigational data that indicates the areas of the GWW web site you access. This navigational data does not identify you as an individual user. However, we may customize the advertising and marketing messages you receive through GWW or enter into agreements with outside companies that possess the technology that allows GWW to perform this type of targeted advertising. Your click stream data about your activities on the GWW website may be shared with these companies so this customization can be accomplished. Anonymous click stream and demographic information may also be collected and distributed. We may also use and share navigational data in aggregate, non-personal form to understand how our users as a group use GWW.

Below are more details about the personal information we may gather from you and how we may use it.

**Application Information.** When you apply or subscribe for GWW Services or other materials, we will ask you for certain minimum required information, such as email address, and you create your own user name and password. Your password is encrypted so only you know what it is.

**Use of Cookies.** When you enter GWW website, we may store certain information from your browser using "cookies." A cookie is a piece of data stored on the user's

computer tied to information about the user. We may use session ID cookies to confirm that users are logged in and to store password information.

**Sharing Non-Personal, Identity or Testimonial Information.** GWW may share information that is not confidential information with other third parties not mentioned in this Policy. We may also share your identity, likeness, or testimonials with the public or third parties for advertising or any other lawful purpose. You agree to allow GWW to share information about your identity and your testimonials without first examining or approving how such information is used. You agree to release GWW, its agents, management and employees from any claims in connection with invasion of privacy or libel due to the alteration or blurring of your image or reproduction of your testimonials.

**Access and the use of services.** GWW Offers are exclusively designated for personal use and must be used only in accordance with their purpose, application and their general characteristics. You agree to use GWW Offers solely in accordance with their designated use and purpose.

You shall not use GWW Offers for any purpose that is unlawful or prohibited by the Policy or that could create liability for GWW. You must not use GWW Offers in any manner that could damage, disable, overburden, or impair any GWW server, or its connected network(s), or interfere with any other party's use and enjoyment of any of GWW Offers. You shall not attempt to gain any unauthorized access, including to other accounts, computer systems or networks connected to any GWW Offers or server, through hacking, password mining or any other means. You shall not operate robots or spiders to scan the databases or web pages.

**Future Business Transactions.** By submitting your personal information to GWW, you agree that in the event of a merger, acquisition, reorganization, sale of all or substantially all of its assets, or the sale of an individual website owned by GWW, we may transfer your information to a third party as a part of such merger, acquisition, reorganization, sale, or other future business transaction.

**Legal Authorities.** We may also disclose confidential information to legal authorities in cases when we reasonably believe that it is necessary to identify someone who may be violating our policies or any other terms of use, or who may be a threat to GWW or third party rights, property, or personal safety. We may disclose confidential information to comply with valid legal process such as a duly issued search warrant, subpoena or court order.

## **Information Storage and Security**

Notwithstanding security measures, please be aware that when you submit confidential information to our website, the information may travel over many systems that are not under GWW's control. We take the protection of user data seriously and to that end take reasonable safeguards to prevent interception of any confidential information. GWW assumes no liability for any system not under GWW's direct control.

## **GWW License Grant and Intellectual Property Rights**

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## **Your Acceptance by Electronic Signature**

You hereby agree to the use of electronic communication in order to apply, subscribe, place orders or create other records and to the electronic delivery of notices, policies and records of transactions initiated or completed through our website. Furthermore, you hereby waive any rights or requirements under any laws or regulations in any jurisdiction which require an original (non-electronic) signature or delivery or retention of non-electronic records, to the extent permitted under applicable mandatory law.

## **Limited Warranty**

TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, GWW DISCLAIMS ALL WARRANTIES, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS. WE CANNOT IN ANY WAY GUARANTEE THAT OTHER USERS, VISITORS, OR CUSTOMERS WILL NOT ENGAGE IN IMPROPER ACTIVITIES OR OTHERWISE VIOLATE OTHER USERS, VISITORS, OR CUSTOMERS' RIGHTS. YOU EXPRESSLY ACKNOWLEDGE THAT THIS DISCLAIMER INCLUDES GWW'S OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS, LICENSORS AND SUBCONTRACTORS.

YOU EXPRESSLY AGREE THAT THE USE OF THE WEBSITE IS AT YOUR SOLE RISK. THE WEBSITE, OUR SERVICES, AND ANY INFORMATION, THIRD-PARTY WEBSITES, USER MATERIAL, COMMERCIAL CONTENT, OR SERVICES MADE AVAILABLE IN CONJUNCTION WITH OR THROUGH THE WEBSITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE", "WITH ALL FAULTS" BASIS AND WITHOUT WARRANTIES OR REPRESENTATIONS OF ANY KIND EITHER EXPRESS OR IMPLIED.

GWW, ITS SUPPLIERS, LICENSORS, AFFILIATES, AND PARTNERS DO NOT WARRANT THAT THE DATA, COMMERCIAL CONTENT, APPLICATION, FUNCTIONS, OR ANY OTHER INFORMATION OFFERED ON OR THROUGH THE WEBSITE OR ANY THIRD PARTY SITES WILL BE UNINTERRUPTED, OR FREE OF ERRORS, VIRUSES OR OTHER HARMFUL COMPONENTS AND DO NOT WARRANT THAT ANY OF THE FOREGOING WILL BE CORRECTED.

## **LIMITATION OF LIABILITY AND DAMAGES**

UNDER NO CIRCUMSTANCES WILL GWW, OR ITS AFFILIATES, CONTRACTORS, EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, OR THIRD-PARTY PARTNERS, OR SUPPLIERS BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE, OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES ARISING FROM ANY UNSUCCESSFUL COURT ACTION OR LEGAL DISPUTE OR LOSS OR DAMAGE OF ANY NATURE WHATSOEVER) ARISING OUT OF OR RELATING TO THESE TERMS OR THAT RESULT FROM USERS, VISITORS, OR CUSTOMERS'S USE OR INABILITY TO USE THE WEBSITE, OR ANY OTHER INTERACTIONS WITH GWW, EVEN IF WE OR OUR AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. GWW'S LIABILITY WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

IN NO EVENT WILL GWW OR ITS AFFILIATES, CONTRACTORS, EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, OR THIRD-PARTY PARTNERS, LICENSORS, OR SUPPLIERS TOTAL LIABILITY TO USERS, VISITORS, OR CUSTOMERS FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION ARISING OUT OF OR RELATING TO THESE TERMS OR USERS, VISITORS, OR CUSTOMERS'S USE OF OUR SERVICES OR WEBSITE (WHETHER IN CONTRACT, TORT INCLUDING NEGLIGENCE, WARRANTY, OR OTHERWISE), EXCEED \$100.

USERS, VISITORS, AND CUSTOMERS ACKNOWLEDGE AND AGREE THAT GWW HAS OFFERED ITS WEBSITE AND SERVICES AND ENTERED INTO THIS AGREEMENT IN RELIANCE UPON THE WARRANTY DISCLAIMERS AND THE LIMITATIONS OF LIABILITY SET FORTH HEREIN, THAT THE WARRANTY DISCLAIMERS AND THE LIMITATIONS OF LIABILITY SET FORTH HEREIN REFLECT A REASONABLE AND FAIR ALLOCATION OF RISK BETWEEN USERS, VISITORS, AND CUSTOMERS AS WELL AS GWW, AND THAT THE WARRANTY DISCLAIMERS AND THE LIMITATIONS OF LIABILITY SET FORTH HEREIN FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN USERS, VISITORS, AND CUSTOMERS AND GWW. WE WOULD NOT BE ABLE TO PROVIDE GWW OFFERS ON AN ECONOMICALLY REASONABLE BASIS WITHOUT THESE LIMITATIONS.

CERTAIN JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF USERS, VISITORS, OR CUSTOMERS RESIDE IN SUCH A JURISDICTION, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY, AND USERS, VISITORS, OR CUSTOMERS MAY HAVE ADDITIONAL RIGHTS. THE LIMITATIONS OR EXCLUSIONS OF WARRANTIES, REMEDIES OR LIABILITY CONTAINED IN THIS TOU APPLY TO USERS, VISITORS, AND CUSTOMERS TO THE FULLEST EXTENT SUCH LIMITATIONS OR EXCLUSIONS ARE PERMITTED UNDER THE LAWS OF THE JURISDICTION WHERE USERS, VISITORS, OR CUSTOMERS ARE LOCATED.

#### GOVERNING LAW; JURISDICTION

THIS POLICY WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF CALIFORNIA, WITHOUT GIVING EFFECT TO ANY PRINCIPLES OF CONFLICTS OF LAW. THE PARTIES AGREE THAT THE COURTS RESIDING IN FREMONT, CALIFORNIA WILL HAVE EXCLUSIVE JURISDICTION OVER THESE TERMS.

## Severability

If any provision of the terms of this Policy is held to be unlawful, void, or for any reason unenforceable, that provision will be limited or eliminated from the Policy to the minimum extent necessary and will not affect the validity and enforceability of any remaining provisions.

**YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE AUTHORITY TO ACCEPT THE TERMS OF THIS POLICY AND RELEASE AND THAT YOU HAVE READ THIS POLICY AND UNDERSTAND THE RIGHTS, OBLIGATIONS, TERMS AND CONDITIONS SET FORTH HEREIN. BY CLICKING ON THE ACCEPT BUTTON AND/OR CONTINUING TO USE GWW SERVICES, YOU EXPRESSLY CONSENT TO BE BOUND BY THE TERMS AND CONDITIONS HEREIN.**