



PRIVACY POLICY

Introduction

This Notice explains how City Parks Alliance ("CPA") collects and processes your Personal Data. Each time you use our Site, the current version of this Notice will apply. Accordingly, whenever you use our Site, you should check the date of this Notice (which appears at the top) and review any changes since the last version. This Notice applies to all Site visitors, registered users, and all other users of our Site.

"Personal Data" is any information that enables us to identify you, directly or indirectly, by reference to an identifier such as your name, identification number, location data, company affiliation, or an online identifier.

By visiting https://cityparksalliance.org or related properties (the "Site"), you acknowledge that you have read and understood the processes and policies referred to in this Notice.

Who we are

For the purposes of the General Data Protection Regulation 2016/679 (the "GDPR"), the Data Controller is City Parks Alliance, Inc., an exempt organization of section 501 (C) (3) of Internal Revenue Code ("COMPANY" or "CPA"), with a business address of 1777 Church Street NW, Washington, DC 20036.

How to contact us

If you have any questions or concerns about this Notice, please contact us using the <u>Contact Us</u> section on our Site.

Alternatively, you can contact the Lead Event Coordinator by phone at (914) 294-5039, by sending an email to SummerSeries@cityparksalliance.org, or by mail to City Parks Alliance, 1777 Church Street NW, Washington, DC 20036.

How we collect personal data

Personal Data that you give us

We may collect and process the following Personal Data:

• **Contact information**, which you provide when corresponding with us by phone, email, or otherwise. This includes information you provide when you participate in discussion boards or other social media functions on our Site and when you report a problem with our Site. The





information you give us may include your name, address, email address, phone number, and/or financial information.

- Due payment information, including financial information such as payment methods and information used to process your Summer Series registration and/or sponsorship payment.
 Please note that CPA does not have access to full credit card information which is electronically collected, processed, and stored by the Data Processor.
- **Purchase information**, relating to purchases of passes and Summer Series participation via our Site. Purchase information will include financial information as well as information concerning the content and time of the purchase.

Personal data we collect from you

With regard to each of your visits to the Site we will automatically collect the following information:

- **Technical information**, including the Internet protocol (IP) address used to connect your computer or device to the Internet, browser type and version, time zone setting, browser plug-in types and versions, operating system and platform;
- Information about your visit, including pages you viewed or searched for, page response times, download errors, length of visits to certain pages, page interaction information (such as scrolling, clicks, and mouse-overs), methods used to browse away from the page, and any phone number used to call our customer service number; and
- Location information

Personal Data we collect from others

We may receive information about you from publicly available and third-party databases or services that provide information about business people that we believe will help us identify products and services that may be of interest to you. We will obtain your consent before contacting you if required by the law of the country in which you are located.

Non-Personal Data

We collect information that is sent to us automatically by your web browser and we may use this information to generate aggregate statistics about visitors to our Site, including, without limitation:

- IP addresses
- Browser type and plug-in details
- Device type (e.g., desktop, laptop, tablet, phone, etc.)
- Operating system
- Local time zone

We may use non-Personal Data for various business purposes such as providing customer service, fraud prevention, market research, and improving our Site. Please check your web browser if you want to learn what information your browser sends or how to change your settings.





How we use your Personal Data

We will only process your Personal Data, including sharing it with third parties, where (1) you have provided your consent which can be withdrawn at any time, (2) the processing is necessary for the performance of a contract to which you are a party, (3) we are required by law, (4) processing is required to protect your vital interests or those of another person, or (5) processing is necessary for the purposes of our legitimate commercial interests, except where such interests are overridden by your rights and interests.

Personal Data that you give us

We may use Personal Data that you provide directly to us for the following purposes:

- to carry out our obligations arising from your Summer Series registration, or any other contract entered into between you and us and to provide you with the information, products, and Summer Series registration services that you request from us;
- to organize Summer Series that you have purchased or registered for, and to provide you with information, and other materials, relating to the content of the Summer Series, the speakers, sponsors, and other attendees;
- to provide our newsletter and other publications, provided you have given your consent;
- to respond to your questions and provide related Summer Series registration services;
- to provide you with information about other Virtual, Hybrid, or In-Person Events, products, and services we offer that are similar to those that you have already purchased, provided you have not opted-out of receiving that information;
- to provide you, or permit selected third parties to provide you, with information about Virtual Events, products, or services we feel may interest you, provided you have given your consent;
- to transfer your information as part of a merger or sale of the business;
- to notify you about changes to our Events; and
- to ensure that content from our Site is presented most effectively for you and your computer.

Information we collect about you

We will use Personal Data that we have collected about your use of our Site:

- to administer our Site and for internal operations, including troubleshooting, data analysis, testing, research, statistical and survey purposes;
- to improve our Site to ensure that content is presented most effectively for you and your computer; as part of our efforts to keep our Site safe and secure;
- to measure or understand the effectiveness of advertising we serve to you and others, and to deliver relevant advertising to you; and
- to make suggestions and recommendations to you and other users of our Site about goods or services that may interest you or them.





Personal Data we receive from other sources

We will combine this information with the information you give to us and the information we collect about you. We will use this information and the combined Personal Data for the purposes set out above (depending on the types of information we receive).

When we share and who can access your Personal Data

We may share your Personal Data for the purposes described in this Notice with:

- a member of our group
- partners, suppliers, and subcontractors, for the performance of obligations arising from your Summer Series registration, or any other contract we enter into with them or you or to provide you with the information, products, and Summer Series registration services that you request from us
- analytics and search engine providers that assist us in the improvement and optimization of our Site
- trusted third-party companies and individuals to help us provide, analyze, and improve the Site and our Summer Series registration services (including but not limited to data storage, maintenance services, database management, web analytics, and payment processing)
- in the Summer Series that we sell or buy any business or assets, in which case we will disclose your Personal Data to the prospective seller or buyer of such business or assets
- if CPA or substantially all of its assets are acquired by a third party, in which case Personal Data held by it about its customers will be one of the transferred assets.

We will only transfer your Personal Data to trusted third-parties who provide sufficient guarantees in respect of the technical and organizational security measures governing the processing to be carried out and who can demonstrate a commitment to compliance with those measures.

Selling or renting your Personal Data

We will never sell or rent your Personal Data to third parties without your opt-in consent.

Security

Although we use security measures to help protect your Personal Data against loss, misuse, or unauthorized disclosure, we cannot guarantee the security of information transmitted to us over the internet.

All information you provide to us is stored on secure servers.

Any payment transactions will be encrypted using SSL technology.





Transfer of Personal Data outside of the European Economic Area ("EEA") and international users

CPA is headquartered in the United States. Your Personal Data may be accessed by us or transferred to us in the United States or to our affiliates, partners, merchants, or service providers who are located worldwide. If you are visiting our Site from outside the United States, be aware that your information may be transferred to, stored, and processed in the United States where our servers are located, and our central database is operated. By using our Service, you consent to any transfer of this information.

How long we store your Personal Data

We will store your Personal Data, in a form that permits us to identify you, for no longer than is necessary for the purpose for which the Personal Data is processed. We may retain and use your Personal Data as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements and rights, or if it is not technically reasonably feasible to remove it. Consistent with these requirements, we will try to delete your Personal Data quickly upon request.

Retention

We will retain your information for as long as your account is active or as needed to provide you with our Site. If you wish to cancel your account or request that we no longer use your information to provide you service, contact us at SummerSeries@cityparksalliance.org or info@cityparksalliance.org. We will retain and use your information as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements. We maintain one or more databases to store your Personal Data and may keep such information indefinitely.

Where we store your personal data

The Personal Data that you provide to us is generally stored on servers located in the United States. If you are located in another jurisdiction, you should be aware that once your Personal Data is submitted through our Site, it will be transferred to our servers in the United States and that the United States currently does not have uniform data protection laws in place.

Cookies and Do Not Track policy

We use cookies for anonymous tracking data.

Links to third-party sites and services

Our Sites may contain links to third-party websites, applications, and services not operated by us. These links are provided as a service and do not imply any endorsement by us of the activities or content of these sites, applications, or services nor any association with their





operators. The Company is not responsible for the privacy policies or practices of any third party including websites or services directly linked to our Service. We encourage you to review the privacy policies of any third-party site that you link from our Service.

Your rights

Correction and removal

If any of the information that we have about you is incorrect, or you wish to have information (including Personal Data) removed from our records, you may do so by contacting us at info@cityparksalliance.org.

Opting out

Additionally, if you prefer not to receive marketing messages from us, please let us know by clicking on the unsubscribe link within any marketing message that you receive, by sending a message to us atinfo@cityparksalliance.org. or contact us section on our website.

Your European rights

FOR EUROPEAN RESIDENTS ONLY. You have the right to ask us not to process your Personal Data for marketing purposes. We will usually inform you (before collecting your Personal Data) if we intend to use your Personal Data for such purposes or if we intend to disclose your information to any third party for such purposes. You can exercise your right to prevent such processing by checking certain boxes on the forms we use to collect your Personal Data. You can also exercise the right by contacting us using the <u>Contact Us</u> section on our Site.

Under European data protection law, in certain circumstances, you have the right to:

Request access to your Personal Data. You may have the right to request access to any Personal Data we hold about you as well as related information, including the purposes for processing the Personal Data, the recipients or categories of recipients with whom the Personal Data has been shared, where possible, the period for which the Personal Data will be stored, the source of the Personal Data, and the existence of any automated decision making.

Request correction of your Personal Data. You may have the right to obtain without undue delay the rectification of any inaccurate Personal Data we hold about you.

Request erasure of your Personal Data. You may have the right to request that Personal Data held about you is deleted.

Object to processing of your Personal Data. You may have the right to prevent or restrict the processing of your Personal Data.





Request restriction of processing your Personal Data Request transfer of your Personal Data. You may have the right to request the transfer of Personal Data directly to a third party where this is technically feasible.

Withdraw your consent

In addition, where you believe that LHN has not complied with its obligations under this Notice or European law, you have the right to make a complaint to an EU Data Protection Authority, such as the UK Information Commissioner's Office.

You can exercise any of these rights by contacting us using the <u>Contact Us</u> section on our website.

Your Californian rights

FOR RESIDENTS OF CALIFORNIA ONLY. Section 1798.83 of the California Civil Code requires select businesses to disclose policies relating to the sharing of certain categories of your Personal Data with third parties. If you reside in California and have provided your Personal Data to CPA, you may request information about our disclosures of certain categories of Personal Data to third parties for direct marketing purposes. Such requests must be submitted to us at one of the following addresses: info@cityparksalliance.org

CITY PARKS ALLIANCE

Attn: California Privacy Rights 1777 Church Street NW Washington DC 20036

Changes to this Notice

If we make any material changes to this Notice or the way we use, share or collect personal data, we will notify you by revising the "Effective Date" at the top of this Notice, prominently posting an announcement of the changes on our Site, or sending an email to the email address you most recently provided us (unless we do not have such an email address) prior to the new policy taking effect.

Any changes we make to this Notice in the future will be posted on this page and, where appropriate, notification sent to you by email. Please check back frequently to see any updates or changes to this Notice.

Intellectual Property

All intellectual property rights in and to the Summer Series, the Summer Series content, and all materials distributed at or in connection with the Summer Series are owned by CPA, or the





Summer Series sponsors or speakers presenting at the Summer Series. You may not use or reproduce or allow anyone to use or reproduce any trademarks or other trade names appearing at the Summer Series, in any Summer Series content, or in any materials distributed at or in connection with the Summer Series for any reason without the prior written permission of CPA.

For the avoidance of doubt, nothing in this Agreement shall be deemed to vest in you any legal or beneficial right in or to any trademarks or other intellectual property rights owned or used under license by CPA or any of its affiliates; nor does this Agreement grant to you any right or license to any other intellectual property rights of CPA or its affiliates, all of which shall at all times remain the exclusive property of CPA and its affiliates.

Disclaimer of Warranties, Limitation of Liability

Warranties. CPA gives no warranties in respect of any aspect of the Summer Series or any materials related thereto or offered at the Summer Series and, to the fullest extent possible under the laws governing this Agreement, disclaims all implied warranties, including but not limited to warranties of fitness for a particular purpose, accuracy, timeliness, and merchantability. TheSummer Series is provided on an "as-is" basis. The views, opinions, and positions expressed by the speakers, attendees, or sponsors at the Summer Series are theirs alone and do not necessarily reflect the views, opinions, or positions of CPA or any employee thereof. The Summer Series makes no representations as to accuracy, completeness, timeliness, suitability, or validity of any information presented by speakers, attendees, or sponsors at a CPA virtual event and will not be liable for any errors, omissions, or delays in this information or any losses, injuries, or damages arising from its display or use. CPA does not endorse, and expressly disclaims all liability relating to, any of the products or services provided by speakers, attendees, or sponsors.

Except as required by law, neither CPA nor its affiliates shall be liable for any direct, indirect, special, incidental, or consequential costs, damages, or losses arising directly or indirectly from the Summer Series or other aspects related thereto or in connection with this Agreement.

Limitation of Liability. The maximum aggregate liability of Summer Series for any claim in any way connected with, or arising from, the Summer Series or this Agreement, whether in contract, tort, or otherwise (including any negligent act or omission), shall be limited to the amount paid by you to CPA under this Agreement.

Miscellaneous

The Summer Series failure to exercise any right provided for herein shall not be deemed a waiver of any further rights hereunder. CPA shall not be liable for any failure to perform its obligations hereunder where such failure results from any cause beyond CPA's reasonable control. If any provision of this Agreement is found to be unenforceable or invalid, that





provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable, or sub-licensable by you except with CPA's prior written consent. This Agreement shall be governed by the laws of the District of Columbia and the parties shall submit to the exclusive jurisdiction of the District of Columbia's courts. A party that substantially prevails in an action brought under this Agreement is entitled to recover from the other party its reasonable attorneys' fees and costs. Both parties agree that this Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications, and other understandings relating to the subject matter of this Agreement and that all modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and you acknowledge that you do not have any authority of any kind to bind CPA in any respect whatsoever.