

Last Updated: January 2022

PRIVACY POLICY, TERMS AND CONDITIONS

By opting to purchase, allocate or possess tickets to any event at the Gilroy Rodeo Grounds, you automatically agree to our terms of use. If you have issues with any of the terms and conditions listed below or do not agree with the risk mentioned here, please do not purchase tickets. We may make changes to these Terms at any time. Any changes we make will be effective immediately when we post a revised version of these Terms on the Site. The "Last Updated" date above will tell you when these Terms were last revised. By continuing to use this Site after that date, you agree to the changes.

All transactions will take place in US dollars.

DELIVERY METHOD

All tickets purchased online will be delivered via email provided by the purchaser.

DISCLAIMER AND LIMITATION OF LIABILITY

You voluntarily assume all risks whether occurring prior to, during and after this event. You agree to release the organization, facility, participants, and their respective affiliates and representatives from responsibility and related claims.

RECORDING, TRANSMISSION AND EXHIBITION

By attending the Event, you understand, agree, and acknowledge that (i) you may be photographed and filmed, and (ii) you hereby provide Management with your absolute, express consent to be photographed and filmed. You further understand and agree that these images and/or recordings can be registered, stored, transmitted, broadcast/streamed, rebroadcast, and sold for archival, promotional, and/or commercial purposes, in any manner, throughout the universe, and in any media, now known or hereafter devised, without any compensation to you.

UNLAWFUL RE-SALE OF TICKETS

Purchase of ticket by a third party is not authorized and carries a risk of being fraudulent. Unlawful sale or attempted sale subjects' tickets to revocation without refund. Tickets obtained from unauthorized sources may be invalid, lost, stolen or counterfeit and so are void.

ADMISSION

Event reserves the right to require photo ID for entry. The ticket is a revocable license to fulfill this item. Management may, without refund, revoke this license and refuse admission or redemption for noncompliance with these terms or for disorderly conduct. Children under 12 years of age do not require a ticket.

RAIN OR SHINE

Event will take place rain or shine. The event date and time is subject to change without notice; such changes do not constitute reason for refund or exchange.

SUBJECT TO SEARCH

Holder of a ticket consents to allowing a search of their person and/or personal possessions for purposes of ensuring the safety of all event attendees and to ensure no contraband, weapons, or unauthorized items are brought into the facility.

ITEMS NOT ALLOWED

For your safety and comfort, as well as the safety and comfort of those around you, the following items are NOT allowed on the grounds, exhibit areas or rodeo arena:

- Weapons
- Laser Pointers
- Artificial Noisemakers
- Banners and Signs
- Outside Food and Drinks
- Cans or Glass Bottles & Personal Coolers
- Umbrellas
- Seat cushions with backs. (Seat cushions without backs must not exceed 18 inches wide and contain no pockets, zippers, or concealable items)
- Pets (except Service Animals)
- All Persons, Bags, Jackets and Blankets will be searched
- Smoking is prohibited
- Strollers are prohibited in the grandstands
- Recording, transmission, distribution or selling of any description, account, picture, video, audio or other reproduction of the event is strictly prohibited without permission.

REFUNDS/EXCHANGES

All ticket sales are deemed as final transactions. There are no refunds, exchanges, or cancelations.

LOST/STOLEN/DAMAGED TICKETS

Keep tickets in a cool, safe place. Ticket(s) can be damaged by exposure to heat or sunlight. We are not responsible for lost, stolen, damaged or destroyed tickets and are under no obligation, and, in many instances, are not able to replace tickets.

CANCELED/POSTPONED EVENTS

Occasionally, events are canceled or postponed by the promoter, team, band, artist, act, or venue. Should this occur, it is the customer's responsibility to check for the status of an event. We will attempt to contact you to inform you of refund or exchange procedures for that event. For exact instructions on any canceled or postponed event, please check the event information page online or contact us.

In the event an event is canceled, you most likely will be refunded the face value/printed value of the ticket(s), no additional fees will be refunded. Please check the event information page online for exact instructions.

In the event an event is postponed, you will be contacted via email (provided at checkout) with

the new event information as soon as we are updated. Unless notified otherwise, your tickets will most likely be valid for the new event date. Please check the event information page online for exact instructions.

INFORMATION REGARDING COVID-19

Please refer to the California Department of Public Health for up to date information about COVID-19 and the guidelines that are in place at that time.

TRANSACTION SECURITY

You agree to provide accurate and up-to-date payment information at the time you order any Product. We may contract with a third-party payment processor to facilitate purchases made on the Site. When you make a purchase through the Site, you will provide your payment details and any additional information required to complete your order directly to our third-party payment processor. You should be aware that online payment transactions are subject to validation checks by our payment processor and your card issuer and we are not responsible if your card issuer declines to authorize payment for any reason. For your protection, our payment processor uses various fraud prevention protocols and industry standard verification systems to reduce fraud and you authorize it to verify and authenticate your payment information. Please note, it is possible that your card issuer may charge you an online handling fee or processing fee. We are not responsible for this. In some jurisdictions, our payment processor may use third parties under strict confidentiality and data protection requirements for the purposes of payment processing services

PRIVACY POLICY

This Privacy Policy describes Our policies and procedures on the collection, use and disclosure of Your information when You use the Service and tells You about Your privacy rights and how the law protects You.

We use Your Personal data to provide and improve the Service. By using the Service, You agree to the collection and use of information in accordance with this Privacy Policy. This Privacy Policy has been created with the help of the Privacy Policy Template.

Interpretation and Definitions

Interpretation

The words of which the initial letter is capitalized have meanings defined under the following conditions. The following definitions shall have the same meaning regardless of whether they appear in singular or in plural.

Definitions

For the purposes of this Privacy Policy:

- Company (referred to as either "the Company", "We", "Us" or "Our" in this Agreement) refers to Gilroy Rodeo Association , 2365 Dunlap Ave Gilroy, CA 95020
- Country refers to: California, United States
- Device means any device that can access the Service such as a computer, a cellphone or a digital tablet

- Personal Data is any information that relates to an identified or identifiable individual. Service refers to the Website
- Service Provider means any natural or legal person who processes the data on behalf of the Company. It refers to third-party companies or individuals employed by the Company to facilitate the Service, to provide the Service on behalf of the Company, to perform services related to the Service or to assist the Company in analyzing how the Service is used. Usage Data refers to data collected automatically, either generated by the use of the Service or from the Service infrastructure itself (for example, the duration of a page visit).
- Website refers to Gilroy Rodeo, accessible from www.gilroyrodeo.com.
- You means the individual accessing or using the Service, or the company, or other legal entity on behalf of which such individual is accessing or using the Service, as applicable.

- Personal Data
 - While using Our Service, We may ask You to provide Us with certain personally identifiable information that can be used to contact or identify You. Personally identifiable information may include, but is not limited to:
 - Email address
 - First name and last name
 - Phone number
 - Address, State, Province, ZIP/Postal code, City
 - Usage Data
- Usage Data
 - Usage Data is collected automatically when using the Service.
 - Usage Data may include information such as Your Device's Internet Protocol address (e.g. IP address), browser type, browser version, the pages of our Service that You visit, the time and date of Your visit, the time spent on those pages, unique device identifiers and other diagnostic data.
- Use of Your Personal Data
 - The Company may use Personal Data for the following purposes:
 - To provide and maintain our Service, including to monitor the usage of our Service.
 - To manage Your Account: to manage Your registration as a user of the Service. The Personal Data You provide can give You access to different functionalities of the Service that are available to You as a registered user.
 - For the performance of a contract: the development, compliance and undertaking of the purchase contract for the products, items or services You have purchased or of any other contract with Us through the Service.
 - To contact You: To contact You by email, telephone calls, SMS, or other equivalent forms of electronic communication, such as a mobile application's push notifications regarding updates or informative communications related to the functionalities, products or contracted

services, including the security updates, when necessary or reasonable for their implementation.

- To provide You with news, special offers and general information about other goods, services and events which we offer that are similar to those that you have already purchased or enquired about unless You have opted not to receive such information.
- To manage Your requests: To attend and manage Your requests to Us.
- For business transfers: We may use Your information to evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of Our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which Personal Data held by Us about our Service users is among the assets transferred.
- For other purposes: We may use Your information for other purposes, such as data analysis, identifying usage trends, determining the effectiveness of our promotional campaigns and to evaluate and improve our Service, products, services, marketing and your experience.
- We may share Your personal information in the following situations:
 - With Service Providers: We may share Your personal information with Service Providers to monitor and analyze the use of our Service, to contact You.
 - For business transfers: We may share or transfer Your personal information in connection with, or during negotiations of, any merger, sale of Company assets, financing, or acquisition of all or a portion of Our business to another company.
 - With Affiliates: We may share Your information with Our affiliates, in which case we will require those affiliates to honor this Privacy Policy. Affiliates include Our parent company and any other subsidiaries, joint venture partners or other companies that We control or that are under common control with Us.
 - With business partners: We may share Your information with Our business partners to offer You certain products, services or promotions.
 - With other users: when You share personal information or otherwise interact in the public areas with other users, such information may be viewed by all users and may be publicly distributed outside.
 - With Your consent: We may disclose Your personal information for any other purpose with Your consent.
- Retention of Your Personal Data
 - The Company will retain Your Personal Data only for as long as is necessary for the purposes set out in this Privacy Policy. We will retain and use Your Personal Data to the extent necessary to comply with our legal obligations (for example, if we are required to retain your data to comply with applicable laws), resolve disputes, and enforce our legal agreements and policies.

- The Company will also retain Usage Data for internal analysis purposes. Usage Data is generally retained for a shorter period of time, except when this data is used to strengthen the security or to improve the functionality of Our Service, or We are legally obligated to retain this data for longer time periods.
- Transfer of Your Personal Data
 - Your information, including Personal Data, is processed at the Company's operating offices and in any other places where the parties involved in the processing are located. It means that this information may be transferred to — and maintained on — computers located outside of Your state, province, country or other governmental jurisdiction where the data protection laws may differ than those from Your jurisdiction.
 - Your consent to this Privacy Policy followed by Your submission of such information represents Your agreement to that transfer.

The Company will take all steps reasonably necessary to ensure that Your data is treated securely and in accordance with this Privacy Policy and no transfer of Your Personal Data will take place to an organization or a country unless there are adequate controls in place including the security of Your data and other personal information.

- Disclosure of Your Personal Data.
 - Law enforcement: Under certain circumstances, the Company may be required to disclose Your Personal Data if required to do so by law or in response to valid requests by public authorities (e.g. a court or a government agency).
 - Other legal requirements: The Company may disclose Your Personal Data in the good faith belief that such action is necessary to:
 - Comply with a legal obligation
 - Protect and defend the rights or property of the Company
 - Prevent or investigate possible wrongdoing in connection with the Service
 - Protect the personal safety of Users of the Service or the public
 - Protect against legal liability
- Security of your personal Data
 - The security of Your Personal Data is important to Us, but remember that no method of transmission over the Internet, or method of electronic storage is 100% secure. While We strive to use commercially acceptable means to protect Your Personal Data, We cannot guarantee its absolute security.
- Children's Privacy
 - Our Service does not address anyone under the age of 13. We do not knowingly collect personally identifiable information from anyone under the age of 13. If You are a parent or guardian and You are aware that Your child has provided Us with Personal Data, please contact Us. If We become aware that We have collected

Personal Data from anyone under the age of 13 without verification of parental consent, We take steps to remove that information from Our servers.

- Links to Other Websites
 - Our Service may contain links to other websites that are not operated by Us. If You click on a third party link, You will be directed to that third party's site. We strongly advise You to review the Privacy Policy of every site You visit.
 - We have no control over and assume no responsibility for the content, privacy policies or practices of any third party sites or services.

- Changes to this Privacy Policy
 - We may update Our Privacy Policy from time to time. We will notify You of any changes by posting the new Privacy Policy on this page.
 - We will let You know via email and/or a prominent notice on Our Service, prior to the change becoming effective and update the "Last updated" date at the top of this Privacy Policy.
 - You are advised to review this Privacy Policy periodically for any changes. Changes to this Privacy Policy are effective when they are posted on this page.

- Contact Us
 - If you have any questions about this Privacy Policy, You can contact us by email: rodeo@gilroyrodeo.com