

## Terms of Use

Effective: July 18, 2017

### I. Introduction and Eligibility

Please read these Terms of Use (“**Terms**”) carefully before using the Service (defined below).

These Terms include the Company’s Privacy Policy set out further below, which is incorporated into these Terms. We have included several annotations in boxes to help explain or emphasize key sections. These annotations are for convenience only and have no legal or contractual effect.

This agreement is a legally binding contract. It may change as our business changes, and you agree you will review it and any updates regularly. **Your continued use of the Service after we make changes to these Terms means you accept such changes.**

a. **Binding Agreement.** These Terms constitute a binding agreement between you and LA 2028 and its affiliates (“**Company**,” “**we**,” or “**us**”). “**You**” and “**users**” means all visitors to the Service. You accept these Terms each time you access the Service. If you do not accept these Terms, you must not use the Service. If you are under 18 years of age, you represent and agree that you possess the legal consent of your parent or guardian to access and use the Service and to enter into these Terms. If you are under 18 years of age and you have not obtained legal consent of your parent or guardian to access and use the Service and to enter into these Terms, then you may not access and/or use any part of the Service, including any Company Content (defined below). By accessing and/or using the Service, you affirm that you are at least 18 years of age, or if you are not, that you have obtained parental or guardian consent to enter into these Terms.

b. **Revisions to Terms.** We may revise these Terms at any time by posting an updated version; provided, however, that we will endeavor to provide you with notice of any material changes to these Terms. You should visit this page periodically to review the most current Terms, because you are bound by them. Your continued use of the Service after a change to these Terms constitutes your binding acceptance of these Terms.

### II. The Service

a. The “**Service**” means, collectively, the Company website (the “**Website**”), mobile application, or other Internet service under Company’s partial or complete control that aims to inform the public and answer questions with respect to the Los Angeles bid to host the Olympic and Paralympic Games.

b. The terms “**Post**” and “**Posting**” as used in these Terms means the act of submitting, uploading, publishing, displaying, or similar action on the Service.

### III. Eligibility to Use the Service

a. **Children.** No part of the Service is directed to persons under the age of 13. IF YOU ARE UNDER 13 YEARS OF AGE, PLEASE DO NOT USE OR ACCESS THE SERVICE AT ANY TIME OR IN ANY MANNER WITHOUT THE CONSENT OF YOUR PARENT OR GUARDIAN. YOU MAY NOT DOWNLOAD ANY COMPANY CONTENT FROM THE SERVICE OR SUBMIT ANY PERSONAL INFORMATION (AS DEFINED BELOW) OR USER CONTENT TO THE SERVICE UNLESS YOU ARE AT LEAST 18 YEARS OF AGE.

b. **Agent of a Company, Entity, or Organization.** If you are using the Service on behalf of a company, entity, or organization (collectively "**Organization**"), then you represent and warrant that you:

- i. Are an authorized representative of that Organization;
- ii. Have the authority to bind that Organization to these Terms; and
- iii. Agree to be bound by these Terms on behalf of that Organization.

You represent and warrant that the information you provide to Company upon the use of the Service and at all other times will be true, accurate, current, and complete.

### IV. Communications

Company may communicate with you by email or posting notice on the Service. You may request that we provide notice of security breaches in writing.

a. **Electronic Notices.** By using the Service or providing Personal Information to us, you agree that we may communicate with you electronically regarding security, privacy, and administrative issues relating to your use of the Service. If we learn of a security system's breach, we may attempt to notify you electronically by posting a notice on the Service or sending an email to you. You may have a legal right to receive this notice in writing. To receive free written notice of a security breach (or to withdraw your consent from receiving electronic notice), please write to us at [legal@la28.org](mailto:legal@la28.org).

### V. Content Ownership and Use

a. **Company Content.** The contents of the Service include: designs, text, graphics, images, video, information, logos, button icons, software, audio files, computer code, and other Company content (collectively, "**Company Content**"). All Company Content and the compilation (meaning the collection, arrangement, and assembly) of all Company Content are the property of Company or its licensors and are protected under copyright, trademark, and other laws.

i. **License to You.** We authorize you, subject to these Terms, to access and use the Service and the Company Content, and to download and install any apps, solely for

the use of the services we provide, at our discretion. Any other use is expressly prohibited. This license is revocable at any time without notice and with or without cause. Unauthorized use of the Company Content may violate copyright, trademark, and applicable communications regulations and statutes and is strictly prohibited. You must preserve all copyright, trademarks, service marks, and other proprietary notices contained in the original Company Content on any copy you make of the Company Content.

ii. **Restrictions.** You may not copy, reproduce, republish, upload, transmit, or distribute material made available on or through the Service, including but not limited to content owned by the Company, third parties, or users, in any way without written permission of the intellectual property right owner, excluding content that we expressly permit you to copy, reproduce, republish, upload, post, transmit, or distribute. You may not download or copy materials that we do not make expressly available for download without our prior written permission. Modification of materials obtained from the Service for any purpose not authorized in the Terms is a violation of our copyrights and other proprietary rights or those of our licensors, unless you have obtained express written authorization to the contrary.

You have a limited license to incorporate our Special Purpose Content in your own personal social media posts. This limited license is subject to your acceptance of and continued compliance with all of the terms and conditions contained in these Terms.

By incorporating our Special Purpose Content in your social media posts, you grant us the right to use and republish your post without compensation or credit to you, and you represent that you have the necessary rights and permissions to publish the post and to grant us the right to use and republish the post (including that you have received the consent of individuals portrayed in the post to do so), and that the post complies with our Rules of Conduct.

We continue to own our intellectual property that is not expressly granted to you, and you continue to own your intellectual property that is not expressly granted to us.

b. **Special Purpose Content.** From time to time, we may make available certain Company Content to you through the Service, including but not limited to still images and other audio and/or visual content or representations, whether generated electronically, digitally, or by any other means (such as Company Content, “**Special Purpose Content**”), which the Service expressly permits you to download, store and use in photographs, videos or other content that you create (such as content you create using Special Purpose Content, “**User Content**”). Further, the Service may permit or encourage you to share User Content on third-party social media sites (collectively, with any accompanying designs, text, graphics, photographs, images, video, information, logos, button icons, software, audio files, computer code, and other information and content contained in such post, a “**User Post**”), and may permit or encourage you to use hashtags of the Company (“**Company Hashtags**”) when posting on social media. Your permission (a) to download, store and use Special Purpose Content, (b) to create User Content, (c) to publish User Posts or cause

User Posts to be published, and (d) to incorporate Company Hashtags in User Posts is provided at our discretion, revocable by us at any time without notice and with or without cause, and at all times subject to your acceptance and continued compliance with all of the terms and conditions contained in these Terms. Any use not expressly permitted herein is prohibited.

i. Subject to your acceptance of and continued compliance with all of these Terms including the rules of conduct set forth in Section V.d below (the “**Rules of Conduct**”), the Company grants you a limited, personal, non-transferable, non-sublicensable, revocable, non-exclusive right to download, store and use the Special Purpose Content to create, use and distribute User Content and User Posts as described in this Section. The Company expressly reserves all other rights in and to the Special Purpose Content, including, without limitation, all copyrights, trademarks, patent rights, trade secret rights, know-how, and other rights therein (“**Intellectual Property Rights**”). As between you and the Company, the Company remains the sole and exclusive owner of the Special Purpose Content, including, without limitation, all Intellectual Property Rights therein, and your right to create, use and distribute User Content and User Posts is subject to the Company’s ownership rights and these Terms. Nothing in these Terms shall be construed as allowing you to use, sell, distribute, license, transmit, make available to a third party for transmission, extraction or download as a standalone file, or otherwise exploit any Company Content, including Special Purpose Content, or Intellectual Property Rights therein for any other purpose or in any other manner other than as expressly provided in this Section V.b. For the avoidance of doubt, such use may include utilizing the Special Purpose Content in a production process that may be necessary for the creation of User Content and publication or submission of User Posts. You hereby agree not to (a) remove any trademark, copyright or other proprietary rights notices contained in any Special Purpose Content, (b) challenge the Company’s or its licensors’ ownership of the Special Purpose Content and/or the Intellectual Property Rights therein, and (c) use or adopt any names and/or trademarks that might be confusingly similar to the trademarks of the Company and/or its licensors. Your use and distribution of User Posts and User Content must not suggest or imply any sponsorship by, affiliation with and/or endorsement by the Company and/or any of its affiliates. The Company reserves the right to require the removal, destruction and/or deletion of any User Posts or User Content that does not comply with these Terms.

ii. The Company reserves all right, title and interest in and to the Special Purpose Content that are not expressly granted in this Section V.b. You shall not rent, lease, reproduce, modify, translate or create derivative works of any Special Purpose Content except as expressly permitted herein, nor create any derivative works (including, without limitation, fiction or visual art) from, or in any way exploit, any of the content contained in any Special Purpose Content without the express written permission of the Company. The Company does not consent to the protection under the copyright law of any unauthorized derivative work.

c. **User Content and User Posts.** By posting, transmitting or otherwise submitting any User Posts or User Content to us, through the Service, or on third-party sites or services, including social media sites, you hereby grant to the Company a worldwide, non-

exclusive, transferable, sublicensable (through multiple tiers), royalty-free, fully-paid up, perpetual, irrevocable right and license to use, reproduce, distribute, display and perform (whether publicly or otherwise), adapt (including, without limitation, the rights to edit, modify, translate, and reformat), create derivative works of, transmit, make, have made, sell, offer to sell, import and otherwise use and exploit (and have others exercise such rights on behalf of the Company) any and all such User Content and User Posts, for any purpose whatsoever, commercial or otherwise, in any media now known or hereafter developed, without compensation or credit. To the extent permitted by applicable laws, you hereby release Company from any claim that any use by the Company of the User Content and User Posts violates any of your rights, including but not limited to moral rights, privacy rights, rights to publicity, proprietary or other rights, and/or rights to credit for the material or ideas set forth therein.

i. With respect to all of your User Posts and User Content, you represent and warrant that: (i) you have all rights necessary for you to grant the license granted in this Section V.c; (ii) such User Content and User Posts, and your posting or submission thereof complies with all applicable laws, rules and regulations; (iii) such User Content and User Posts, and your posting or submission thereof, comply with the Rules of Conduct; and (iv) your User Posts and User Content, your posting or submission thereof, and the exploitation contemplated in this Section V.c do not (x) misappropriate, infringe, or otherwise violate any patent, trademark, trade secret, copyright or other intellectual or proprietary rights of another person or company, (y) contain defamatory content, or (z) violate the rights of privacy or publicity of another person. You further irrevocably waive any “moral rights” or other rights with respect to attribution of authorship or integrity of materials regarding any such User Content and User Posts that you may have under any applicable law under any legal theory as well as any and all other claims that any use of the User Content and User Posts by or on behalf of the Company violates any of your other rights, including but not limited to, privacy, publicity, proprietary, intellectual property and/or other rights. For purposes of clarity, you retain all other intellectual property rights that you may have in your User Content and User Posts, subject to the license and rights granted in this Section V.c.

ii. You acknowledge and agree that, subject to the Privacy Policy, we reserve the right (but have no obligation) to do any or all of the following, at our sole and absolute discretion: (i) monitor User Posts and User Content and all other use thereof, including your use of Company Hashtags; (ii) alter, remove, or refuse to post or allow to be posted any User Content or User Posts; and/or (iii) disclose any User Content or Users Posts (and the circumstances surrounding their transmission) and any information regarding your use of any Service to any third party (including our customers) in order to operate any Service; to protect the Company, our affiliates, our service providers and licensors, and ours and theirs shareholders, directors, officers, employees, agents, representatives, customers and end users; to comply with legal obligations or governmental requests; to enforce these Terms; or to engage in any other business activity. The Company reserves the right, subject to the Privacy Policy, to extract, compile, synthesize, analyze, use and disclose any User Content or User Posts (on their own or together with data and information of others) for the purpose of operating any Service, improving, enhancing and modifying our services and products, providing customized services or technologies to you, developing new

services or products, and/or any other lawful business purpose without further disclosure or accounting to you.

**d. Rules of Conduct.**

i. User Posts and User Content must not include any material that is illegal or infringes on the rights of third parties or that is likely to harm the reputation of the Company, our affiliates, our service providers and licensors;

ii. The creation and/or sale of merchandise based in whole or in part on any Special Purpose Content is expressly prohibited without the Company's prior written permission;

iii. You agree to comply with all applicable laws, rules and regulations, while using the Special Purpose Content, and to respect the rights and dignity of others;

iv. The User Posts and User Content shall not contain, link to, or transmit, anything that infringes any patent, trademark, trade secret, copyright or other intellectual or proprietary rights of another person or company;

v. The User Posts and User Content shall not contain, link to, and/or transmit, anything that is illegal, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, sexually explicit, obscene, hateful, political, or racially or ethnically offensive;

vi. The User Posts and User Content shall not contain, link to, or transmit anything that contains a virus, corrupted data, trojan horse, bot, keystroke logger, worm, time bomb, cancelbot or other computer programming routines that are intended to and/or actually damage, detrimentally interfere with, surreptitiously intercept or mine, scrape or expropriate any system, data or Personal Information;

vii. You shall not impersonate or misrepresent your affiliation with the Company, our affiliates, our service providers, our licensors and/or any other person, company and/or group;

viii. You shall not delete any author attributions, legal notices or proprietary designations and/or labels that you download or upload to or through the Service or a Company communication feature, including but not limited to any information embedded in any electronic or digital file;

ix. You shall not disclose your or any other person's Personal Information in connection with your use of the Special Purpose Content, User Posts and/or User Content;

x. You shall not distribute, reproduce, copy, modify, adapt, translate, sell, resell, make available, link to and/or exploit for any commercial purposes, any portion of any Company Content, including, without limitation, any Special Purpose Content; and

xi. You shall not create your own version or a derivative of any Company Content.

e. **No Implied Rights.** There are no implied licenses granted in these Terms. All rights not granted herein are expressly reserved by us, our licensors, or the intellectual property right owner of any content.

f. **Company Marks.** LA 2028, the LA 2028 logo, and other Company logos and product and service names are or may be our trademarks (the “**Company Marks**”). Without our prior written permission, and except as solely enabled by any link we provide, you agree not to display or use in any manner the Company Marks.

## VI. Copyright Policy

Tell us if you think a user has violated your copyright using the Service, or if you think someone incorrectly reported that you violated his or her copyright.

a. Company respects the intellectual property of others and takes the protection of intellectual property very seriously, and we ask you to do the same. Infringing activity will not be tolerated on or through the Service. Company’s intellectual property policy is to (i) remove or disable access to material that Company believes in good faith, upon notice from an intellectual property owner or its agent, is infringing the intellectual property of a third party by being made available through the Service, and (ii) remove or disable access to any content available through the Service that is posted by “repeat infringers.” Company considers a “repeat infringer” to be any user which has made content or Submissions (as defined below) available through the Service and for whom Company has received more than two takedown notices compliant with the provisions of 17 U.S.C. § 512 with respect to such content or creative ideas. Company has discretion, however, to terminate the account of any user after receipt of a single notification of claimed infringement or upon Company’s own determination.

b. **Procedure for Reporting Claimed Infringement.** If you believe that any content made available on or through the Service has been used or exploited in a manner that infringes an intellectual property right you own or control, then please promptly send a “**Notification of Claimed Infringement**” containing the following information to the Designated Agent identified below. Company may share your Notification of Claimed Infringement with the user alleged to have infringed a right you own or control, and you consent to Company making such disclosure. Your communication must include substantially the following:

i. A physical or electronic signature of a person authorized to act on behalf of the owner of the work(s) that has/have been allegedly infringed;

ii. Identification of works or materials being infringed, or, if multiple works are covered by a single notification, a representative list of such works;

iii. Identification of the specific material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit Company to locate the material;

iv. Information reasonably sufficient to permit Company to contact you, such as an address, telephone number, and, if available, an electronic mail address at which you may be contacted;

v. A statement that you have a good faith belief that the use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and

vi. A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

You should consult with your own lawyer and/or see 17 U.S.C. § 512 to confirm your obligations to provide a valid notice of claimed infringement.

c. **Designated Agent Contact Information.** Company's designated agent for receipt of Notifications of Claimed Infringement (the "**Designated Agent**") can be contacted at:

**Via E-mail:** copyright@la28.org

**Via U.S. Mail:** LA 2028  
10960 Wilshire Blvd, Suite 1050  
Los Angeles, CA 90024

d. **False Notifications of Claimed Infringement or Counter Notifications.** The Copyright Act provides that:

[a]ny person who knowingly materially misrepresents under [Section 512 of the Copyright Act (17 U.S.C. § 512)] (1) that material or activity is infringing, or (2) that material or activity was removed or disabled by mistake or misidentification, shall be liable for any damages, including costs and attorneys' fees, incurred by the alleged infringer, by any copyright owner or copyright owner's authorized licensee, or by a service provider, who is injured by such misrepresentation, as the result of [Company] relying upon such misrepresentation in removing or disabling access to the material or activity claimed to be infringing, or in replacing the removed material or ceasing to disable access to it.

17 U.S.C. § 512(f).

Company reserves the right to seek damages from any party that submits a notification under this Section in violation of the law.

## VII. Suggestions and Submissions

We appreciate your comments, but please do not submit any unsolicited ideas, original creative artwork, suggestions or other works ("**Submissions**") in any form to the Company or any of its employees.

The sole purpose of this policy is to avoid potential misunderstandings or disputes when the Company's strategies might seem similar to ideas submitted to it. If, despite our request that you not send us your ideas, you send us Submissions, then regardless of what your letter says, we will:

1. Own, exclusively, all now known or later discovered rights to the Submission;
2. Not be subject to any obligation of confidentiality and shall not be liable for any use or disclosure of any Submission; and
3. Be entitled to unrestricted use of the Submission for any purpose whatsoever, commercial or otherwise, without compensation to you or any other person.

Additionally, you represent and warrant that such Submissions do not violate the intellectual property rights of any third party, including but not limited to the International Olympic Committee.

### **VIII. Third Party Content Disclaimers, Limitations, and Prohibitions**

You are responsible for your actions when using and relying on the Service or content available on the Service.

- a. The Service may include content from third party websites or social media services, such as YouTube, Facebook, Twitter or Instagram, or the websites of our commercial sponsors ("**Third Party Sites**"), pursuant to the terms of third party API licenses and terms of use. We are not responsible for and do not endorse any features, content, advertising, products, or other materials on other websites or applications, including but not limited to features, content, advertising, products, or other materials embedded on our Service. You accept that any reliance on material available from third-parties through the Service will be at your own risk. By using the Service, you accept the risk that you might be exposed to content that is objectionable or otherwise inappropriate.

Do not do bad things with the Service, try to break it, or steal our hard work.

- b. You agree to use the Service only for its intended purpose. You must use the Service in compliance with all privacy, data protection, intellectual property, and other applicable laws. You must comply with the following:
  - i. You may access the Service solely as intended through the provided functionality of the Service and as permitted under these Terms.
  - ii. Unless expressly permitted, you agree not to copy, reproduce, distribute, publish, display, perform, transmit, stream or broadcast any part of the Service without Company's prior written authorization, including, by way of example and not limitation, by doing or engaging in any of the following without Company's express written consent:

A. Altering, defacing, mutilating or otherwise bypassing any approved software through which the Service is made available; and

B. Using any trademarks, service marks, design marks, logos, photographs or other content belonging to Company or any third parties or otherwise obtained from the Service.

iii. You agree not to bypass, circumvent, damage or otherwise interfere with any security or other features of the Service designed to control the manner in which the Service is used, harvest or mine Company Content from the Service, or otherwise access or use the Service in a manner inconsistent with individual human usage.

iv. You agree not to undertake, cause, permit or authorize the translation, reverse engineering, disassembling or hacking of any aspect of the Service, including any Company Content available on or through the Service, or attempt to do any of the foregoing, except and solely to the extent these Terms permit, the authorized features of the Service, or by law, or otherwise attempt to use or access any portion of the Service other than as Company intends.

v. You agree not to use, display, mirror, frame or utilize framing techniques to enclose the Service, including any Company Content available on or through the Service, or any portion thereof, through any other application or website, unless and solely to the extent Company makes available the means for embedding any part of the Service or Company Content.

vi. You agree not to access, tamper with, or use Company's (and its hosting company's) computer systems and infrastructure, or the technical delivery systems of Company's providers.

vii. You agree not to harass, abuse, harm or advocate or incite harassment, abuse or harm of another person or group, including Company employees and other users.

viii. You agree not to solicit, or attempt to solicit, Personal Information from other users.

ix. You agree not to restrict, discourage or inhibit any person from using the Service, disclose Personal Information about a third person obtained from the Service without the consent of such person, or collect information about users.

x. You agree not to gain unauthorized access to the Service or to other computers or websites connected or linked to the Service.

xi. You agree not to transmit or otherwise make available any virus, worm, spyware or any other computer code, file or program that may or is intended to disable, overburden, impair, damage or hijack the operation of any hardware, software or telecommunications equipment, or any other aspect of the Service or communications equipment and computers connected to the Service.

xii. You agree not to interfere with or disrupt the Service, or networks or servers connected to the Service, or violate the regulations, policies or procedures of such networks or servers.

xiii. You agree not to violate any applicable federal, state or local laws or regulations or these Terms.

xiv. You agree not to assist or permit any persons in engaging in any of the activities described above.

A breach of these restrictions may subject you to prosecution and damages, as well as liability for infringement of intellectual property rights.

c. **Third Party Trademarks.** **HOLLYWOOD™** & Design © 2016 Hollywood Chamber of Commerce. The Hollywood Sign is a trademark and the intellectual property of Hollywood Chamber of Commerce. All Rights Reserved.

d. **Section 1542 Waiver.** BY ACCESSING THE SERVICE, YOU UNDERSTAND THAT YOU MAY BE WAIVING RIGHTS WITH RESPECT TO CLAIMS THAT ARE AT THIS TIME UNKNOWN OR UNSUSPECTED, AND IN ACCORDANCE WITH SUCH WAIVER, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND, AND HEREBY EXPRESSLY WAIVE, THE BENEFITS OF SECTION 1542 OF THE CIVIL CODE OF CALIFORNIA, AND ANY SIMILAR LAW OF ANY STATE, COUNTRY OR TERRITORY, WHICH PROVIDES AS FOLLOWS:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

## IX. Consequences of Violating These Terms

If you do not act acceptably, we may prohibit your use of the Service.

We reserve the right to prevent access to the Service for any reason, at our discretion. We reserve the right to refuse to provide the Service to you in the future.

Company may review and remove any content at any time for any reason, including activity which, in its sole judgment: violates these Terms; violates applicable laws, rules, or regulations; is abusive, disruptive, offensive or illegal; or violates the rights of, or harms or threatens the safety of, users of the Service.

You are responsible for any claims, fees, fines, penalties, and other liability incurred by us or others caused by or arising out of your breach of these Terms and your use of the Service.

## X. Company's Liability

We are not liable for the actions of users when they use the Service. We may also change the Service at any time and are not liable for how this may affect you. We do not guarantee the quality or accuracy of any content you view using the Service or other websites.

- a. **Changes to the Service.** We may change, suspend, or discontinue any aspect of the Service at any time, including hours of operation or availability of the Site or any feature, without notice or liability.
- b. **User Disputes.** We are not responsible for any disputes or disagreements between you and any third party you interact with using the Service. You assume all risk associated with dealing with third parties. You agree to resolve disputes directly with the other party. You release Company of all claims, demands, and damages in disputes among users of the Service. You also agree not to involve us in such disputes. Use caution and common sense when using the Service.
- c. **Content Accuracy.** We make no representations about accuracy, reliability, completeness, or timeliness of any contents of the Service. Similarly, we make no representations about accuracy, reliability, completeness, or timeliness of any data from a third-party service provider or the quality or nature of third-party products or services obtained through the Service. Use the Service at your own risk.
- d. **Third-Party Sites.** The Service may include links to websites and applications operated by third parties, which may include social media services such as YouTube, Twitter, Facebook, or Instagram, or the websites of our commercial sponsors. Similarly, we may include content from these services or other sites on our Service, pursuant to the third party terms of use. You are responsible for evaluating whether you want to access or use them. We are not responsible for and do not endorse any features, content, advertising, products, or other materials on other websites or applications. You assume all risk and we disclaim all liability arising from your use of them.
- e. **Disclaimer of Warranties.**

You use the Service at your own risk. We make no warranties or guarantees.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT: (A) YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK, AND THE SERVICE IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS AND THE RELEASED PARTIES (DEFINED BELOW) EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES AS TO PRODUCTS OR SERVICES OFFERED BY BUSINESSES LISTED ON THE SERVICE, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON- INFRINGEMENT; (B) THE RELEASED PARTIES MAKE NO WARRANTY THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY

BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY GOODS OR SERVICE AVAILABLE ON THE SERVICE WILL MEET YOUR EXPECTATIONS, AND (v) ANY ERRORS IN THE SERVICE WILL BE CORRECTED; AND (C) ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS ACCESSED AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR MOBILE DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR USE OF ANY SUCH MATERIAL. (“**RELEASED PARTIES**” INCLUDE COMPANY AND ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS, AND LICENSORS.)

f. **Limitation of Liability.**

We are not liable for anything that happens to you that somehow may be connected to your use of the Service. If you use the Service in a way that causes us to be included in litigation, you agree to pay all legal fees and costs for Released Parties.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT THE RELEASED PARTIES WILL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, OR OTHER INTANGIBLE LOSSES (EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SERVICE; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, INFORMATION OR SERVICES OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH, FROM, OR AS A RESULT OF THE SERVICE; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iv) STATEMENTS OR CONDUCT OF ANY USER OR THIRD PARTY ON THE SERVICE; (v) YOUR RELIANCE ON CONTENT MADE AVAILABLE BY US; OR (vi) ANY OTHER MATTER RELATING TO THE SERVICE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS IN THIS PARAGRAPH MAY NOT APPLY TO YOU.

TO THE FULLEST EXTENT POSSIBLE BY LAW, THE RELEASED PARTIES’ MAXIMUM LIABILITY ARISING OUT OF OR IN CONNECTION WITH THE SERVICE OR YOUR USE OF COMPANY CONTENT, REGARDLESS OF THE CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, BREACH OF WARRANTY, OR OTHERWISE), WILL NOT EXCEED \$100.

g. **Indemnification.** You agree to defend, indemnify, and hold harmless the Released Parties from and against any claims, actions, or demands, including without limitation reasonable legal and accounting fees, alleging or resulting from (i) your use of or reliance on any third-party content, (ii) your use of or reliance on any Company Content, including your publication or submission of User Content, User Posts, or your

other use or reliance on Special Purpose Content or Company Hashtags, or (iii) your breach of these Terms, including any representations or warranties contained herein. We will provide notice to you promptly of any such claim, suit, or proceeding.

## **XI. General Terms**

These Terms constitute the entire agreement between you and Company concerning your use of the Service. Our failure to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. If any provision of these Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms remain in full force and effect. The section titles and annotations in these Terms are for convenience only and have no legal or contractual effect.

## **XII. Arbitration, Class Waiver, and Waiver of Jury Trial**

We are located in California, so all disputes must be resolved there. We will use arbitration to resolve any problems, and you cannot join a class action lawsuit or obtain a jury trial for any disputes you have with us related to your use of the Service.

a. **Mandatory Arbitration.** Please read this carefully. YOU AND COMPANY AND EACH OF OUR RESPECTIVE CORPORATE PARENTS, SUBSIDIARIES, AFFILIATES, PREDECESSORS IN INTEREST, SUCCESSORS, PERMITTED ASSIGNS, AND ANY OTHER PARTIES ON WHOSE BEHALF YOU ARE ACCESSING THE SERVICE AGREE TO ARBITRATION (EXCEPT FOR MATTERS THAT MAY BE TAKEN TO SMALL CLAIMS COURT), AS THE EXCLUSIVE FORM OF DISPUTE RESOLUTION EXCEPT AS PROVIDED FOR BELOW, FOR ALL DISPUTES AND CLAIMS ARISING OUT OF OR RELATING TO THESE TERMS OR THE SERVICE. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. Please visit [www.adr.org](http://www.adr.org) for more information about arbitration.

i. **Commencing Arbitration.** A party intending to seek arbitration must first send to the other, by an international courier with a tracking mechanism, a written notice of intent to arbitrate (a "**Notice**"), or, in the absence of a mailing address Company provides to you, via any other method available to Company, including via e-mail. The Notice to Company be addressed to LA 2028, 10960 Wilshire Blvd, Suite 1050, Los Angeles, CA 90024 Attn: General Counsel (the "**Arbitration Notice Address**"). The Notice must (A) describe the nature and basis of the claim or dispute; and (B) set forth the specific relief sought (the "**Demand**"). If you and Company do not reach an agreement to resolve the claim within 30 days after the Notice is received, you or Company may commence an arbitration proceeding as set forth below or file a claim in small claims court. THE AMERICAN ARBITRATION ASSOCIATION ("**AAA**") WILL ADMINISTER THE ARBITRATION IN ACCORDANCE WITH ITS COMMERCIAL ARBITRATION RULES AND THE

SUPPLEMENTARY PROCEDURES FOR CONSUMER RELATED DISPUTES (THE “**Rules**”), AS MODIFIED BY THESE TERMS. The Rules and AAA forms are available online at <http://www.adr.org>.

ii. **Arbitration Proceeding.** The arbitration will be in English. A single independent and impartial arbitrator with his or her primary place of business in Los Angeles, California will be appointed pursuant to the Rules, as modified herein. You and Company agree to comply with the following rules, which are intended to streamline the dispute resolution process and reduce the costs and burdens on the parties: (A) arbitration will only be conducted if the damages sought exceed \$75,000; (B) the arbitration will be conducted online and/or be solely based on written submissions, the specific manner to be chosen by the party initiating the arbitration; (C) the arbitration will not require any personal appearance by the parties or witnesses unless otherwise mutually agreed in writing by the parties; and (D) any judgment on the award the arbitrator renders may be entered in any court of competent jurisdiction.

iii. **No Class Actions.** YOU AND COMPANY AGREE THAT YOU AND COMPANY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. FURTHER, YOU AGREE THAT THE ARBITRATOR MAY NOT CONSOLIDATE PROCEEDINGS OF MORE THAN ONE PERSON’S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING, AND THAT IF THIS SPECIFIC PROVISIO IS FOUND TO BE UNENFORCEABLE, THEN THE ENTIRETY OF THIS MANDATORY ARBITRATION SECTION WILL BE NULL AND VOID.

iv. **Decision of the Arbitrator.** Barring extraordinary circumstances, the arbitrator will issue his or her decision within 120 days from the date the arbitrator is appointed. The arbitrator may extend this time limit for an additional 30 days in the interests of justice. All arbitration proceedings will be closed to the public and confidential, and all records relating thereto will be permanently sealed, except as necessary to obtain court confirmation of the arbitration award. The award of the arbitrator will be in writing and will include a statement setting forth the reasons for the disposition of any claim. The arbitrator will apply the laws of the State of California in conducting the arbitration. You acknowledge that these terms and your use of the Service evidences a transaction involving interstate commerce. The United States Federal Arbitration Act will govern the interpretation, enforcement, and proceedings pursuant to the Mandatory Arbitration clause in these Terms.

b. **Equitable Relief.** The foregoing provisions of this Section do not apply to any claim in which either party seeks equitable relief to protect such party’s copyrights, trademarks, or patents. You acknowledge that, in the event Company or a third party breaches these Terms, the damage or harm, if any, caused to you will not entitle you to seek injunctive or other equitable relief against Company, and your only remedy will be for monetary damages, subject to the limitations of liability set forth in these Terms.

c. **Claims.** You and Company agree that, notwithstanding any other rights the party may have under law or equity, any cause of action arising out of or related to these Terms or the Service, excluding a claim for indemnification, must commence within one year after the cause of action accrues. Otherwise, such cause of action is permanently barred.

d. **Improperly Filed Claims.** All claims you bring against Company must be resolved in accordance with this Section. All claims filed or brought contrary to this Section will be considered improperly filed. Should you file a claim contrary to this Section, Company may recover attorneys' fees and costs up to \$5,000, provided that Company has notified you in writing of the improperly filed claim, and you have failed to promptly withdraw the claim.

e. **Modifications.** In the event that Company makes any future change to the Mandatory Arbitration provision (other than a change to Company's Arbitration Notice Address), you may reject any such change by sending us written notice within thirty (30) days of the change to Company's Arbitration Notice Address, in which case your account with Company and your license to use the Service will terminate immediately, and this Section, as in effect immediately prior to the amendments you reject, will survive the termination of these Terms.

f. **Enforceability.** If only Section XII.a.iii or the entirety of this Section XII is found to be unenforceable, then the entirety of this Section XII will be null and void and, in such case, the parties agree that the exclusive jurisdiction and venue described in Section XII will govern any action arising out of or related to these Terms.

**XIII. Governing Law; Choice of Forum.** Our Website is intended for users located in the United States. The laws of the State of California, excluding its conflicts of law rules, govern these Terms and your use of the Service. Your use of the Service may also be subject to other local, state, national, or international laws. To the extent that any action relating to any dispute hereunder is permitted to be brought in a court of law, such action will be subject to the exclusive jurisdiction of the state and federal courts located in Los Angeles County, California, and you hereby irrevocably submit to personal jurisdiction in such courts, and waive any defense of inconvenient forum.

#### **Contact Information**

LA 2028  
10960 Wilshire Blvd, Suite 1050, Los Angeles, CA 90024  
legal@la28.org

## Privacy Policy

Effective: July 18, 2017

Thank you for visiting our website (the “Website”). LA 2028 (“Company,” “we,” or “us”) takes the privacy and security of your information very seriously. This Privacy Policy (our “Policy”) describes the type of information that we collect from you by our Website or otherwise receive electronically, and the steps the Company has taken to protect that information. This Policy is incorporated into and is subject to the Company’s Terms of Use, which include important information related to your use of the Website. If you have additional privacy or information security questions after reading this Policy, please contact us at [legal@la28.org](mailto:legal@la28.org).

### **What information does LA 2028 collect from or about me?**

We collect certain information from you when you share that information with the Company and when you use the Website and related services, including the categories of information described below.

#### *Personal Information:*

We may collect certain information from you, such as your name, address, email address, telephone number, zip code, photos, and contact information. We call this information “Personal Information.” We don’t share Personal Information with third parties except as specified in this Policy.

#### *Cookies and Site Visit Information:*

“Cookies” are electronic files many websites place on a visitor’s computer to store information that makes each visit to a respective site more efficient. We do not store Personal Information in cookies.

As described in more detail below, we partner with Google Analytics to improve the quality of our Website. Google Analytics may install “persistent cookies” on your computer or mobile device to perform these services when you first visit our Website. A persistent cookie remains in your browser after you have left the Website. This allows Google Analytics to track your activity on the Website, and on other sites you visit.

To remove persistent cookies, you may configure your browser to clear all cookies, or configure it to reject cookies whenever you visit a new website. Please consult your browser’s user guide for specific instructions on removing cookies.

We also collect certain types of non-Personal information whenever you visit our Website, which we call “Site Visit Information.” This includes information does not identify you personally (such as IP address, device information, and browser information), which helps us operate our Website and provide other services, including technical support.

### *Analytics Information:*

We have partnered with Google Analytics to collect certain non-Personal Information about how our Website is used. Google Analytics may collect information about how many times you visit our Website, what you visit when you explore our Website, and what other sites you visit before and after visiting our Website. You can learn more about Google Analytics by reviewing its terms of use at: <http://www.google.com/analytics/terms/us.html>.

### *Location Information:*

The Website, in both its standard and mobile formats, may collect location or geographic information from you or your device.

### *Other Information:*

We may receive additional information about you (including Personal Information) from you directly (for example, by email) and from other sources and may combine that information with the other information we collect or receive about you. For example, we may receive information about you from our affiliates, partners, service providers, and other third parties. This information may be sent to the Company for a variety of reasons, including instances where you have expressed an interest in the Company or some of its activities to one of our partners, you have provided information on a related website or to our service providers, or you have shared information via a third-party platform. We may match the information we collect about you through the Website and related services with information collected by or from such third parties in order to, among other things, enhance our ability to serve you, to tailor our content to you, improve our Website and services, and to improve our understanding of individuals who might be interested in the Company. Please note that this Policy governs the Company's use of this information only, and does not describe how third parties collect, use, or share information.

### **How does LA 2028 use the information it collects?**

The Company collects information to keep in touch with you, to provide and enhance the services we provide, and to improve your experience of our Website.

The Company uses the Personal Information you share with us to communicate with you about upcoming events, promotions, and other exciting opportunities. The Company also uses Analytics and Site Visit information to improve the design, functioning, and your experience of its Website.

The Company may use cookies and automatically collected Site Visitor Information to:

- personalize our services and the Website, such as remembering information about you so that you will not have to re-enter it during your visit or the next time you visit;
- provide customized advertisements, content, and information;
- monitor and analyze the effectiveness of the Website and third-party marketing activities;

- monitor aggregate site usage metrics such as total number of visitors and pages viewed; and
- track your entries, submissions, and status in any promotions or other activities on the Website.

### **When does LA 2028 share or disclose information it collects?**

We do not sell or lease the Personal Information you share with third parties.

Further, except as described in this Policy, we will not disclose information that we collect about you or from you to third parties without your consent. We may disclose information to third parties if you consent to us doing so, as well as in the following circumstances:

- Any information that you voluntarily share or choose to include in a publicly accessible part of the Website or the related Company services will be available to anyone who has access to that content.
- Any photos, videos, information and/or other materials that, as part of a campaign or program, you voluntarily share with us by email or publicly post on our Website or other websites may be publicly disclosed by us as part of our campaigns and programs.
- The Company may share your Personal Information, Analytics, and Site Visit Information with certain trusted third-parties to perform functions and provide services to us, including site hosting and maintenance, donation processing, customer relationship, database storage and management, advertising, and direct marketing campaigns. We require all service providers to use the information solely for providing services and to take your privacy and the security of the information we share with them seriously.
- We may disclose information about you if required to do so by law or in the good-faith belief that such action is necessary to comply with state and federal laws, in response to a court order, judicial or other government subpoena or warrant, or to otherwise cooperate with law enforcement or other governmental agencies.
- We also reserve the right to disclose information about you that we believe, in good faith, is appropriate or necessary to (i) take precautions against liability, (ii) protect ourselves or others from fraudulent, abusive, or unlawful uses or activity, (iii) investigate and defend ourselves against any third-party claims or allegations, (iv) protect the security or integrity of the LA 2028 Website and services and any facilities or equipment used to make the Website and services available, or (v) protect our property or other legal rights (including, but not limited to, enforcement of our agreements), or the rights, property, or safety of others.
- If we are involved in a merger or business transfer, or in the event of bankruptcy, we may transfer information about our users to one or more third parties as part of that

transaction. In the event that Los Angeles is chosen to host the Olympic and Paralympic Games (Games), and/or as required by the United State Olympic Committee (USOC) or the International Olympic Committee (IOC), we may transfer or disclose information about our users to the Organizing Committee for the Games, the USOC, the IOC or any legacy organization of the Company.

- We may make certain aggregated, automatically-collected, or otherwise non-Personal Information available to third parties for various purposes, including (i) compliance with various reporting obligations; (ii) for business or marketing purposes; or (iii) to assist such parties in understanding our users' interests, habits, and usage patterns for certain programs, content, services, advertisements, promotions, and/or functionality available through the Website and services.

### **Does LA 2028 track my activity across other websites?**

The Company may track your activity across multiple websites. When you visit our Website, we automatically collect the name of the website you visited from (called the “referring page”) and the name of the website you chose to visit immediately after ours (called the “exit page”), and information about other websites you have recently visited. This information is used to improve our Website, and we do not use any information we receive from cookies to identify you. The Company does not honor browser “Do Not Track” settings. When the Website detects a “Do Not Track” signal from your browser, it will still collect referring and exit page information and other information.

### **What choices do I have about how LA 2028 uses or shares my Personal Information? Can I choose to stop receiving messages from LA 2028?**

If you want the Company to limit how it uses or shares Personal Information you have provided, or if you want to review, update, or change any Personal Information you have provided to us, please contact us at [legal@la28.org](mailto:legal@la28.org).

We may send you newsletters and other messages, including marketing emails, about exciting events and to alert you to relevant advertisements and other opportunities. We will only send you communications if you give us express permission to do so by completing a form on our Website. You can always choose to stop receiving newsletters or other communications from us by clicking the “unsubscribe” link at the bottom of a Company newsletter or email message.

### **Can children use LA 2028’s website?**

No part of the Website is directed to persons under the age of 13. IF YOU ARE UNDER 13 YEARS OF AGE, PLEASE DO NOT USE OR ACCESS THE SERVICE AT ANY TIME OR IN ANY MANNER WITHOUT THE CONSENT OF YOUR PARENT OR GUARDIAN. YOU MAY NOT DOWNLOAD ANY COMPANY CONTENT FROM THE SERVICE OR SUBMIT ANY PERSONAL INFORMATION OR USER CONTENT TO THE SERVICE UNLESS YOU ARE AT LEAST 18 YEARS OF AGE.

### **Where is the website hosted and data stored?**

LA 2028 is based in the United States and our Website is hosted there. Our Website is intended for users located in the United States. We may transfer your data from the U.S. to other countries or regions in connection with storage and processing of data, fulfilling your requests, and operating our Website.

**What if I follow a link to a third-party website?**

The Website may contain links to third-party websites. Those websites are governed by their own privacy and data use practices and policies. The Company does not have control over the privacy practices of the third-parties operating these websites, and we have no control over how these third parties collect or use the information you chose to share with them. Please also note that certain third party sites, such as social networks and advertisers, may collect information about you or your online activities when you are using other websites, including this website. We are not responsible for the content or privacy and security practices and policies of these third party websites and we encourage you to learn about these third parties' privacy and security policies before providing them with information.

**How does LA 2028 protect my information?**

We take the security of your Personal Information very seriously. The Company uses administrative, physical, and technical safeguards to secure the personal information you share with us. Despite these safeguards and our additional efforts to secure your information, we cannot promise or guarantee that that information about you will not be accessed, viewed, disclosed, altered, or destroyed by breach of any of our physical, technical, or administrative safeguards.

**Will LA 2028 change this Policy?**

We may update our Policy to reflect changes to our Website and our information practices. If we make any material changes to this Policy, we will notify you by posting a notice on our Website with a link to our revised Policy. We encourage you to periodically visit this page for the latest information on our privacy practices.

**How do I contact LA 2028?**

For questions about this Policy or about the Company's privacy and information security practices generally, you can contact us at [legal@la28.org](mailto:legal@la28.org).