

ADVENTURE ROAD TERMS OF USE AND PRIVACY POLICY

The ADVENTURE ROAD website, mobile applications and social media accounts (the “Platform”) are operated by the Chickasaw Nation (“we” or “us”) for the personal use of our visitors (“you” or “Users”). Use of the Platform is conditioned on the User’s acceptance of all of these Terms of Use, including the Privacy Policy and disclaimers set forth below. Use of the Platform constitutes the User’s agreement to all those terms and conditions. If you cannot agree with all these terms, please exit the Platform.

The ADVENTURE ROAD Platform contains material that is protected by copyright, trademark and other intellectual property laws. The Platform is intended for your personal, noncommercial use only. You agree that you will not modify, create derivative works from, or replace any material on this website. You may download or make a copy of material from any part of the Platform for your personal, non-commercial use only.

You may establish a hypertext link to the ADVENTURE ROAD website or other parts of the Platform so long as the link does not state or imply any sponsorship of your site by the Chickasaw Nation. However, you may not, without our prior written permission, frame any content of the ADVENTURE ROAD website or incorporate another website or service into the ADVENTURE ROAD website.

User Content: Postings, Comments

By posting messages or comments, uploading files, or otherwise providing any material for display on the ADVENTURE ROAD Website or any other part of the Platform, you are representing: 1) that you own the material, or that you have the express consent of the owner of the material to post it on our Platform, and 2) that you have the express consent of any person mentioned or depicted in the material to post it on our Platform. In addition, when you post a message, upload a file, or otherwise provide us with material for display on the ADVENTURE ROAD Website or any other part of the Platform, you are granting us and our successors a royalty-free, perpetual, non-exclusive, non-terminable worldwide license to:

1. Use, copy, sublicense, adapt, transmit, publicly perform or display any such material, and exercise any rights in such materials, including but not limited to rights under copyright, trademark, privacy, service mark or patent laws in any media and in any jurisdiction worldwide.
2. Sublicense to third parties the unrestricted right to exercise any of the above rights.

Any User or third party submissions or postings on our Platform are the views of the author or poster. We reserve the right to edit any postings or material submitted, for any reason. The Chickasaw Nation has the sole discretion over whether to publish, edit or delete any material submitted to it or posted on or through the Platform. By submitting your name, address, photo or other identifying data with a posting or other submission, you give The Chickasaw Nation the right to publish and use that data, on the Platform or elsewhere, and for promotional or any other purpose. Please do not submit or post any confidential data or material.

User Guidelines for Postings

Each user is solely responsible for the material posted on or submitted to the Platform. The Chickasaw Nation does not review or control messages, information or files that others may post or provide through the Platform. As a condition of your use of the Platform, or any part of it, you agree that you:

- Will not post or transmit any unlawful, threatening, abusive, defamatory, obscene, profane or indecent information of any kind, or which constitutes or encourages a criminal offense, gives rise to civil liability or otherwise violates any local, state, national, international or tribal law.
- Will not use the Platform to transmit or obtain data for any unsolicited commercial e-mail.
- Will not post or transmit any material that impersonates any person, or violates anyone's rights, including their privacy or publicity rights, or their copyright, trademark or other proprietary right.
- Will not post or transmit any software or other material that contains a virus or other harmful component
- Will provide truthful and complete information where requested as a condition of using any feature or registering for any functionality or service.

Release and Indemnification

A User's use of the Platform, and any reliance on any material published on or transmitted by the Platform, is at the User's own risk. You agree that you hereby release the Chickasaw Nation, and its affiliates, advertisers, officers, employees, and agents from any and all liability or obligations arising from your access to or use of the Platform, or any part of the Platform. A User's sole remedy for any problem or concern is to exit the Platform. You agree that you will indemnify and hold the Chickasaw Nation, and its affiliates, advertisers, officers, employees, and agents harmless from any loss, damages or liability suffered any of them as a result of your use of the Platform, or your submission or posting of any material to the Platform. The Chickasaw Nation reserves the right to suspend or terminate any User or User account and to refuse any and all current or future use of the Platform, in its sole discretion.

Content Ownership

The Platform and all content on the Platform, including but not limited to text, graphics, images, videos, audio clips, sounds, music, trademarks, logos, computer code, the "look and feel" of the Platform, and the selection, structure, arrangement, and assembly of the content is owned by us or our licensors or certain other third parties and is protected by copyright, trademark, trade dress, and patent laws, as well as various other intellectual property and unfair competition laws.

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Copyright Violations

If you believe that any material on the ADVENTURE ROAD website or Platform infringes your copyright, please notify us as follows, under the Digital Millennium Copyright Act ("DMCA"). To notify us, the DMCA requires that you: 1. Send an email notice to: contacts@adventureroad.com; 2. Include the following information in your email: a. Identify of the copyrighted work(s) you claim is infringed; b. Identify the material you claim is infringing the copyright(s), and give enough information for us to locate that material; c. Include a physical or electronic signature of the copyright owner or a person authorized to act on the copyright owner's behalf (the "Claimant"); d. Include the Claimant's name, address, and telephone number(s); e. Include a statement that the Claimant has a good faith belief that use of the disputed material is not authorized by the copyright owner or his agent; and f. Include a statement, under penalty of perjury, that the information in the notification of copyright infringement is accurate and that the Claimant is the copyright owner or is authorized to act on behalf of the copyright owner.

Disclaimers

THE PLATFORM, INCLUDING THIS WEBSITE, CONTENT, AND FUNCTIONALITY, IS PROVIDED 'AS IS' WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. THE CHICKASAW NATION, ITS AFFILIATES, AGENTS AND/OR SERVICE PROVIDERS SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST REVENUES, LOST PROFITS, OR LOSS OF PROSPECTIVE ECONOMIC ADVANTAGE, RESULTING FROM THE USE OR MISUSE OF THIS PLATFORM, OR THE INFORMATION, DOCUMENTS, OR SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANOTHER PARTY. WE DO NOT WARRANT THAT THIS PLATFORM WILL BE UNINTERRUPTED OR FREE OF INACCURACIES OR ERRORS, OR THAT THE PLATFORM IS FREE OF VIRUSES OR OTHER HARMFUL ELEMENTS.

The materials on the Platform may contain technical inaccuracies and typographical errors. We shall have no responsibility or liability for any technical inaccuracies, typographical errors or omissions, and shall have no obligation related to information affected by such inaccuracies. We reserve the right to make changes, corrections, cancellations and/or improvements to the ADVENTURE ROAD website and other parts of the Platform, and to the products and services programs described, at any time without notice, including after confirmation of a transaction.

Privacy Policy

The following privacy policy governs our collection and use of information we obtain from you from your use of the ADVENTURE ROAD website or other parts of the Platform. This privacy policy, including our children's privacy statement, does not apply to any information you may provide to us or that we may collect offline and/or through other means (for example, information collected at a live event, via telephone, or through the mail is not covered by this policy).

What we collect

We may collect and store information, including your name, address, email address and other information that you voluntarily supply to us online or through use of the ADVENTURE ROAD website or other parts of the Platform. We also collect and store information that is generated automatically as users navigate through the ADVENTURE ROAD website or Platform. In addition,

please remember that information that you post or disclose on message boards or in online chat areas can be viewed by the public. We are not responsible for any unauthorized third party use of information that you publicly post or disclose online.

We also collect information about your interaction with the Platform, advertisements and other promotional content using technologies like cookies and web beacons, and via our web server's log files. Examples of information which may be collected by our various tracking technologies include browser information, your device IP address, whether you clicked on an advertisement, the webpages you visit on the website, which website you came from, date and time stamp information, and other navigation and click-through information. Although information we collect through these tracking devices is not always personally identifiable when collected, we may combine such information with personally identifiable information like your name or email address. See [More About Cookies](#) below.

How we use your information and what we share

We use the information we collect from you for internal purposes and to assess our Platforms. Unless you inform us otherwise, we reserve the right to use, and to disclose to third parties, information collected from you while you are using the ADVENTURE ROAD website or other parts of the Platform. We may contact you directly to provide you with information about products and services, or may provide selected third party vendors with your contact information. If you do not wish to be included in such uses, you must send an email or a letter to us requesting to be taken off any lists used for these purposes or that may be given or sold to third party vendors. We do not share any credit card or other financial information with third parties, except as required in order to process orders or other transactions at your request.

We also make some content, products and services available through cooperative relationships with third party providers, where the brands of our provider partners appear prominently on the Platform pages. We may share with our provider partner any information you provide, or that is collected, when you visit pages that are made available in cooperation with our provider partner. In some cases, the provider partner may collect information from you directly, in which cases the privacy policy of our provider partner may apply to the provider partner's use of your information. The privacy policy of our provider partners may differ from ours. If you have any questions regarding the privacy policy of one of our provider partners, you should contact the provider directly for more information.

We may also share your information with service providers that provide us with services like website hosting, app hosting, data analysis, communications, identity verification, and/or administering our promotions. We also may share your information in response to government or regulatory agency requests, court orders, subpoenas, or as we otherwise believe to be required in connection with any applicable law, rule or regulation. We reserve the right to share your information with third parties as we believe necessary or desirable to protect to our or other's businesses, rights, safety, assets, or property; to limit our legal liability; to defend our or your interests, or those of a third party; or to enforce our Terms of Service or other rules. We also reserve the right to share your information and our records with third parties in connection with the sale or transfer of the Platform or any part of our assets.

Children's Privacy Statement

This children's privacy statement explains our practices regarding the online collection and use of personal information from children under the age of thirteen, and provides important information on your rights under federal law with respect to such information.

- We do NOT knowingly collect personally identifiable information from children under the age of thirteen online or through the Platform. If we become aware that we have inadvertently

received personally identifiable information from a User under the age of thirteen, we will delete such information from our records. If we change our practices in the future, we will obtain prior, verifiable parental consent before collecting any personally identifiable information from children under the age of thirteen online or through the Platform.

- Because we do not collect any personally identifiable information from children under the age of thirteen online or through the Platform, we also do NOT knowingly distribute such information to third parties.
- We do NOT knowingly allow children under the age of thirteen to publicly post or otherwise distribute personally identifiable contact information through the Platform.
- If you have any questions about this, or believe there have been any violations of this Children’s Privacy Statement, please contact us at contacts@adventureroad.com or the address given in the “Contacting Us” section below.

More About Cookies and Related Technology

Cookies are small data files that are stored on your computer's hard drive by your web browser. Cookies may be set by us or our business partners and service providers when you visit the Adventure Road website or when you interact with an advertisement or other content. Cookies are stored in your computer or mobile device. In addition to storing your preferences and other information, cookies allow us to gather information about your interactions within the website and/or advertisements. We may use both session cookies, which terminate when you close your browser, and persistent cookies, which remain on your computer until you delete them. You may decline cookies if your web browser has a decline function. However, some parts of the website or functionalities may not operate if you disable cookies.

We may also track your movements through the website, advertisements and other content through web beacons (also called pixel tags or clear gifs). When you access a page, email or other content containing a web beacon, the web beacon generates a notice to us, our service providers, or third party business partners. Web beacons can be used for various purposes, including helping to improve marketing communications by measuring the response to promotions and materials.

We have relationships with third party advertising companies to place advertisements on our behalf onto other websites, to perform tracking and reporting functions for our websites and advertising, and to place third party advertisements on this website and other parts of the Platform. These advertising companies may automatically collect information about your visits to this and other websites, including information about web pages you viewed and advertisements you interacted with, along with your IP address, date/time stamp information, your ISP and the browser you use to visit this website. They do this by using cookies, web beacons and other technologies. Information collected may be used, among other things, to deliver advertising targeted to your interests, and to better understand the usage of websites tracked by these advertising companies. This Privacy Policy does not cover all the collection methods or uses of the information collected by these third party advertising companies, and we do not have control over or access to cookies or other technologies these third party advertising companies may use. We encourage you to review the privacy policies or statements of these third party advertising companies to learn more about their use of cookies and other technologies. If you would like more information about targeted advertising and to learn about your choices with respect to such practices, including how to opt-out of the behavioral advertising programs of third party advertisers, advertising networks and ad servers who are members of the Network Advertising Initiative, please visit http://www.networkadvertising.org/managing/opt_out.asp.

GENERAL TERMS

Modification

We reserve the right to modify these Terms of Service or our Privacy Policy at any time. If we do that, we will post the revised Terms of Service and Privacy Policy on the ADVENTURE ROAD website. By continuing to access the ADVENTURE ROAD website or any other part of the Platform after we post any such changes, you accept the modified Terms of Service and Privacy Policy.

This Agreement

This agreement constitutes the entire agreement between the Chickasaw Nation and you regarding the Terms of Use of the Platform and our Privacy Policy and supersedes all previous agreements regarding this subject matter. You also may be subject to additional terms and conditions that may apply when you use the products or services of a third party that are provided through the Platform. This agreement is governed by and shall be construed in accordance with the laws of the Chickasaw Nation without giving effect to any principles or conflicts of law. If any provision of this agreement shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions.

Miscellaneous

The Chickasaw Nation is a sovereign tribal nation. Nothing contained in these Terms of Use or anywhere in this Agreement shall be construed to waive the sovereign rights of the Chickasaw Nation, its officers, employees or agents.

Contacting Us

If you have any questions about the ADVENTURE ROAD website or any part of the Platform, or about these Terms of Use or our Privacy Policy, please send an email with your questions to: contacts@adventureroad.com or write or phone us at:

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