



BRUNSWICK Sync® Privacy Policy

Effective March 16, 2016





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Information about Brunswick Bowling Products and Our Bowling Products Privacy Policy

Brunswick Bowling Products, LLC. and its subsidiaries ("we" or "Brunswick") have established this Privacy Policy (this "Policy") to explain how we treat information we collect from you through www.BrunswickCloud.com, www.SyncPassport.com, www.playpinpix.com ("Website") and the related websites, mobile applications, networks, widgets, software, tools, mobile, scoring, management, and other similar services provided by us (collectively, together with the Website, the "Services") and through participating bowling centers/family entertainment centers/leisure centers/restaurants/etc ("Center" or "Centers"). This Policy does not apply to personal information collected from you in other ways, including through third parties, or through websites that we do not own or control. We reserve the right to change this Privacy Policy at any time, so please review it frequently. If we change this Policy, we will post a revised Policy on our Sites. If you continue to use the Services thereafter, you hereby provide your consent to the revised Policy. By using the Services, you consent to the collection, use, and disclosure of Personal Information in accordance with this Policy.

Personal Information

"Personal Information," as used in this Policy, is information that specifically identifies an individual, such as an individual's name, address, telephone number, e-mail address, or similar personal data. Personal Information also includes information about an individual's activities, such as (but not limited to) information about his or her activity on our Services, and demographic information, such as date of birth, gender, geographic area, and preferences, when any of this information is linked to Personal Information that identifies that individual.

Personal Information does not include "aggregate" or other non-personally identifiable information. Aggregate information is information that we collect about a group or category of products, services, or users that is not



personally identifiable or from which individual identities are removed. We may use and disclose aggregate information, and other non-personally identifiable information, for various purposes.

Information We Collect

Collection of Voluntarily-Provided Information

We collect Personal Information that our users provide to us in a variety of ways on our Services. These include the following:

- **User Accounts and Profiles.** We give you the ability to register for a personal account and to create and update a user profile on the Services. When you register an account on the Services, we require that you provide your email address, and at your option, user name, password, user profile, date of birth, and additional biographical information. You are also given the opportunity to associate your account with a bowling center or centers. We may indicate that some information is required for you to register for the account or to create the profile, while other information is optional.
- **Integrated Services.** You may access or register for the Services through the use of your user name and passwords for certain services provided by third parties (each an “Integrated Service”), such as through the use of your Facebook credentials through Facebook Connect. By doing this, you authorize us to access and store the credentials you provide, your name, email address(es), date of birth, gender, current city, profile picture URL, and other similar information that the Integrated Service makes available to us, and to use and disclose it in accordance with this Policy. You should check your Facebook or other Integrated Service privacy settings to understand and change the information sent to us through Facebook Connect or other Integrated Services. Please review each Integrated Service’s terms of use and privacy policies carefully before using their services and connecting to our Services.
- **Interactive Features.** The Services may contain interactive functionality that allows you to engage with other users on the Services. If you use any interactive functionality on our Services that request or permit you to provide us with Personal Information (including, for example, any services that allow you to post user materials on any of our Services), we collect the Personal Information that you provide to us in the course of using these interactive features.
- **Correspondence.** If you contact us by e-mail, using a contact form on the Services, or by mail, fax, or other means, we collect the Personal Information contained within, and associated with, your correspondence.
- **E-mail Newsletters.** We may offer e-mail newsletters from time to time on our Services. If you sign up to receive a newsletter from us, we collect your e-mail address.

Passive Information Collection

When you visit the Website, we automatically collect information such as (but not limited to) your IP address, cookie information, browser type, system type, the content and pages that you access on the Site, the dates and times you access the Website, and the “referring URL” (i.e., the page from which you navigated to the Website). Similarly, when you use the Services from a mobile device, we automatically collect a variety of information about your mobile device and your use of the Services, such as your IP address, Device ID (as defined below), device type and operating system, browser type, as well as the dates and times you access or use the Services, and actions you engage in using the Services. This information is gathered for all users.



When you sign in at a participating Center, we automatically collect information such as game information, activity, scores, and purchase history. This information is gathered for all users and the data collected is only available to Brunswick, the involved Center, and you.

We may collect this information passively using technologies such as (but not limited to) standard server logs, cookies, and clear GIFs (also known as “web beacons”). If we link or associate any information gathered through passive means with Personal Information, we treat the combined information as Personal Information under this policy. Otherwise, we use and disclose information collected by passive means in aggregate form or otherwise in a non-personally identifiable form.

Information from Other Sources

We may receive information about you, including Personal Information, from third parties (such as affiliated bowling centers) and may combine this information with other Personal Information we maintain about you. If we do so, this Policy governs any combined information that we maintain in personally identifiable format.

Use of Information

In general, we will only use the information you provide to us, including Personal Information, for the purpose for which such information was provided. For example, we use the information you provide us when registering for an account on the Services to create your user account and enable your interaction with other users of the Services. We may also use this information to deliver to you information about Brunswick or to conduct trend analysis, pattern detection, and Website administration. Users may opt-out of receiving future mailings from Brunswick and other entities by following the instructions set forth in the opt-out section of the mailings.

Non-personal demographic and profile data is used to tailor your experience of the Services, showing you content we think you might be interested in. This information may also be shared with advertisers on an aggregate non-personal basis.

We use your IP Address to help diagnose problems with our server, and to administer our Website.

When you view our Website, we may store some information on your computer. This information will be in the form of a “cookie” or similar file. Cookies are small pieces of information stored on your hard drive, not on our Website. Cookies do not spy on you or otherwise invade your privacy, and they cannot invade your hard drive and steal information. Rather, they help you navigate a Website as easily as possible. We use cookies to deliver content specific to your interests and to prevent you from reentering all your registration data at each connection.

Disclosure of Personal and Other Information

We may provide certain automatically-collected, aggregated, or other data, including Personal Information, to our subsidiaries, affiliated companies and other trusted businesses or persons for various purposes, including providing and improving the Services (e.g., payment processing and transmission of communications); compliance with reporting obligations; for business or marketing purposes; 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 Services; and for our other purposes described in this Policy. For example, if you would like to redeem awards at a participating bowling center, we will disclose certain Personal Information to the bowling center in order to authenticate the transaction. We will share Personal Information with our Partners once you have opted in to associate your account with their bowling center. We limit the Personal Information shared with these third parties to that which is necessary to carry out those functions and require that our partners



respect and comply with applicable law as a condition of doing business with them. We may share Personal Information and other information with third parties (including regulatory or law enforcement authorities) in order to carry out a user's request or if we believe that doing so is legally required or is in our interest to protect our property or other legal rights (including, but not limited to, enforcement of our agreements), or the rights or property of others.

Some features of the Services may allow you to upload, post, or otherwise transmit user material ("User Materials") to public areas of the Services, such as content that you post in a public profile on the Services. We may make these User Materials available for display upon Brunswick properties that are not governed by this Policy, as well as to services operated by third parties (such as affiliated bowling centers) that display content from the Website (collectively, "Syndicated Services"). Please be aware that any Personal Information that you include within any User Materials will be made available to other users of the Services who view it. You include Personal Information in User Materials at your sole risk. We may allow you to select privacy options that limit access to some types of Personal Information in User Materials, but no security measures are impenetrable or perfect. Additionally, even after information posted on the Services is removed, caching and archiving services may have saved that information, and other users or third parties may have copied or stored the information available on the Services. We cannot warrant or guarantee that any Personal Information that you provide on and in connection with the Services will not be accessed, viewed, or used by unauthorized persons.

If you post any information to a public area of the Services, including your Personal Information, please be aware that it is no longer "Personal Information" for the purposes of this Policy, and we or anyone else may use such information without restriction. If you provide access to Personal Information or other information to a limited set of other users through any of our privacy controls or other settings, please understand that Brunswick has no control over how others may collect, use or disclose such information.

Note that when you sign into your Services user account, bowl and record games at participating bowling centers, information about your games will be broadcast, real-time, on the System. By using the Service, you expressly agree that information about your bowling games may be broadcast real-time to other users and visitors to the Website.

Access to Site and Services

The Site and Services are only available to and intended to be accessed by individuals who (i) may legally receive and use products of U.S. origin, including, without limitation, services and software; (ii) are at least 13 years of age (provided, however, that if you are between the ages of 13 and 17, you may only access and use the Site and the Services if your legal guardian reviews and agrees to these Terms and must monitor your use of the Site and Services); (iii) have a valid account on the social networking service ("SNS") through which you connect to the Site the Services, if any; and (iv) have an account with the Services provider for your mobile device. You agree to be bound by any affirmation, assent or agreement you transmit to Brunswick using the Site or the Services, including, without limitation, your consent to receive communications from Brunswick through electronic transmission. When you click "I agree", "I consent", "confirm", or other similarly worded button or entry field in the Services to confirm that you want to continue with a selected action (including, without limitation, in-Services purchases or entry into Challenges or other contests), your agreement or consent is legally binding and enforceable and equivalent of your handwritten signature.

You may opt-out of receiving certain communications from us by sending an e-mail to privacy@brunswickbowling.com. Please note that we may nevertheless contact you via e-mail regarding your user account or changes to the Services, this Policy or the Terms of Service even if you opt-out of receiving certain communications from our partners or from us.



Use of Site and Services

As a condition of your use of the Site and Services, you warrant to Brunswick that you will not use the Website or Services for any purpose that is unlawful or prohibited by these Terms. You may not use the Website or Services in any manner that could damage, disable, overburden, or impair the Website or Services or interfere with any other party's use and enjoyment of the Website or Services. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Site or Services.

You further represent, warrant and covenant that you will not upload, post or transmit to or distribute or otherwise publish through the Site (including, without limitation, any Social Features, as defined below) or the Services any materials, User Content or Submissions (each as defined below) that (i) restrict or inhibit any other user from using and enjoying the Site or the Services, (ii) are unlawful, threatening, abusive, libelous, defamatory, obscene, vulgar, offensive, pornographic, profane, sexually explicit or indecent (including via use of asterisks or other masking characters to disguise profane or obscene words), (iii) constitute or encourage conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate law, (iv) violate, plagiarize or infringe the rights of third parties including, without limitation, copyright, trademark, patent, rights of privacy or publicity or any other proprietary right, (v) contain a virus or other harmful component, (vi) contain any information, software or other material of a commercial nature, (vii) contain advertising, promotions or solicitations of any kind, (viii) constitute or contain false or misleading indications of origin or statements of fact; (ix) include advanced fonts, java, tables, html or other programming codes or commands in messages.

We respect the intellectual property of others, and we ask our users to do the same.

Accounts

Some of the services provided on the Site or associated with the Services require you to register and create an account with us under a username you select. You agree to provide and maintain your account with accurate and complete information about yourself as prompted by the Site or Services. By providing us with such information, you authorize us and our third party agents to make any inquiries we consider necessary to confirm such information. You will not impersonate any third party or misrepresent your identity or affiliation with any third party, including using another person's account information, or another person's name, likeness, voice, image or photograph.

You are responsible for maintaining the confidentiality of your personal information and for restricting access to your computer and your account. We may, in our discretion, allow you to authorize additional users on your account. You are responsible for all activities that occur under your account, and we will not be liable for any actions by any other individual that uses your account (including, without limitation, any other authorized users), identity or personal information with or without your consent or knowledge. You also agree to notify us promptly of any unauthorized use of your account, account information, identity, or personal information, or other breach of security that you become aware of involving or relating to the Site or the Services. You agree to exit from your account or the Services at the end of each session.

We do not get involved in disputes over who owns an account. You will not request access to or information about an account that is not yours, and you must resolve any account-related disputes directly with the other party. We decide who owns an account based solely on the information provided in connection with or in that account, and if multiple people are identified in the content, then we will rely on the contact information listed for that account.

Submissions

By posting, uploading, inputting, providing or submitting any information, data or materials or engaging in any



other form of communication, including, without limitation, any User Content, as defined below (individually or collectively "Submissions") to or through the Website or the Services, you grant Brunswick and its affiliated companies and necessary sub-licensees a perpetual, worldwide, irrevocable, unrestricted, non-exclusive, royalty free license to use, copy, license, sublicense, adapt, distribute, display, publicly perform, reproduce, transmit, modify, edit and otherwise exploit such Submissions, in all media now known or hereafter developed, unless otherwise prohibited by the terms of these Terms or any applicable federal, state or local law or regulation (including, without limitation, any regulation applicable to the Services). You hereby waive all rights to any claim against Brunswick for any alleged or actual infringements of any proprietary rights, rights of privacy and publicity, moral rights, and rights of attribution in connection with Brunswick's authorized use of such Submissions. Except as otherwise set forth in these Terms, the Submissions will be treated as being non-confidential and nonproprietary, and Brunswick assumes no obligation to protect confidential or proprietary information from disclosure and will be free to reproduce, use, and distribute the Information to others without restriction. We will also be free to use any ideas, concepts, know-how or techniques contained in the Information for any purpose whatsoever including, without limitation, developing, manufacturing and marketing products and services incorporating such Submissions.

By posting, uploading, inputting, providing or submitting your Submission, you warrant and represent that you own or otherwise control all of the rights to your Submission as described herein, including, without limitation, all the rights necessary for you to provide, post, upload, input or submit such Submission. You acknowledge that, by submitting Submissions through the Services, no confidential, fiduciary, contractually implied or other relationship is created between you and Brunswick other than pursuant to these Terms or as established by applicable federal, state or local law or regulations.

Social Features

As a convenience to our users, Brunswick provides or may provide, at its sole discretion and via the Services, e-mail functions, messaging services, file communities, polls, surveys, user to user games, and other similar services (collectively, the "Social Features"). Social Features are provided by Brunswick to you and other users of the Site and the Services, subject to these Terms. Brunswick has no control over any user-generated content, information, and materials of any kind or nature posted in or submitted to the Social Features sections of the Services (collectively, "User Content"), and the user posting or submitting such User Content is responsible for the reliability, accuracy and truthfulness of such User Content. You acknowledge that the User Content may contain material or information that you or other users find offensive, distasteful or otherwise unacceptable, and you hereby release Brunswick from any responsibility for such material. Brunswick does not and cannot review every message posted by users on the Site or the Services, and is not responsible for the content of these messages or the views or opinions expressed by its users. We reserve the right to, but are not obligated to, delete, move or edit User Content, in whole or in part, submitted by users to us for any reason. We do not assume any obligation to monitor the Social Features or remove any specific material.

You are entirely responsible and liable for all activities conducted by you or any person accessing the Site or Services via your account within the Social Features, including the transmission, posting, or other provision of User Content to any portion of the Social Features. Your use of the Social Features is subject to all of the terms and conditions of these Terms, including the restrictions set forth above under "Use of Site and Services." In addition to such restrictions, you agree not to do any of the following actions (or similar actions) while using any of the Social Features:

- Attack (flame or "cyberbully") individuals, companies or products, although you are otherwise welcome to offer your opinions or comments on the subject at hand;
- Post topics on message boards, on the Site or Services, or within any of the Social Features, that are unrelated to the subject of the Site or Services; or
- Share personal information (your name, phone number, home address, password, etc.) with others on the Site or using the Services.



Any violation of these Terms may result in Brunswick terminating or suspending your access to Social Features on a temporary or permanent basis, as determined by Brunswick in its sole discretion.

Information disclosed in Social Features is, by design, disclosed to the public via the Site and the Services. We are not responsible for any information you choose to disclose to others via the Social Features. We reserve the right, but not the obligation, to remove any posts for any reason. Without in any way limiting the generality of the "Submissions" paragraph, above, by posting or uploading User Content to any Social Feature or submitting any other User Content to Brunswick, you automatically grant (or warrant that the owner of such rights has expressly granted) Brunswick a perpetual, worldwide, royalty-free, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, sub-license, create derivative works from and distribute such materials or incorporate such User Content into any form, medium, or technology now known or hereafter devised throughout the universe in perpetuity. In addition, you warrant that the content as uploaded or posted by you does not violate any person's so-called "moral rights" or other similar or analogous rights under any applicable laws in any country or region of the world.

You understand that the uploading to or posting of any User Content in any Social Feature is not subject to any obligation of confidence on the part of Brunswick, and Brunswick shall not be liable for any use or disclosure of any User Content. Without limitation of the foregoing, Brunswick shall exclusively own all now known or hereafter existing rights to the User Content of every kind and nature, in perpetuity, throughout the universe and shall be entitled to unrestricted use of the User Content in any and all media, now known or hereafter devised, throughout the universe, in perpetuity for any purpose whatsoever, commercial or otherwise, without compensation or credit to the provider, author or owner of the User Content.

Other Websites; Links

The Services may contain links to other websites, products, or services that we do not own or operate. If you choose to visit or use any third-party products or services, please be aware that this Policy will not apply to your activities or any information you disclose while using third-party products or services or otherwise interacting with third parties. We are not responsible for the privacy practices of these third-party websites and services. We encourage you to carefully review the privacy policies applicable to any such website or service you visit before providing any personal information on them.

Data Retention/Deletion

Users can export customer data, via the functionality of the Sync Passport Service, at any time during the term of the agreement or by contacting privacy@brunswickbowling.com.

Users can also delete customer data, via the functionality of the Sync Passport Service or by emailing your request to privacy@brunswickbowling.com, at any time. When Brunswick receives a complete deletion instruction from you, Brunswick and any applicable Center will delete the relevant customer data from applicable systems within a maximum period of 180 days unless retention obligations apply.

Third Party Software and Services

The Services may utilize or include third party software that is subject to open source and third party license terms ("Third Party Software"). You acknowledge and agree that your right to use such Third Party Software as part of the Services is subject to and governed by the terms and conditions of the open source or third party licenses applicable to such Third Party Software, including, without limitation, any applicable acknowledgements, license terms and disclaimers contained therein. In the event of a conflict between these Terms and the terms of such open source or third party licenses, the terms of the open source or third party licenses shall control with regard to



your use of the relevant Third Party Software. In no event, shall the Services or components thereof be deemed to be "open source" or "publically available" software.

The Site and Services may also contain links to, or incorporate or utilize, other websites, services, advertisements, promotions, information, materials or social media tools, SNS owned or maintained by third parties (collectively, "Third Party Services"). The Third Party Services are not under the control of Brunswick, and Brunswick is not responsible for the contents of any Third Party Service, including without limitation any link contained in a Third Party Service, or any changes or updates to a Third Party Service. We do not guarantee or attest to the accuracy and completeness of the information obtained through these Third Party Services. Accordingly, Brunswick will not be held liable for decisions made based upon information on these Third Party Services, and your use and access of the Third Party Services is at your sole risk. We are not responsible for web casting or any other form of transmission received from any Third Party Service. We are providing these links and services to you only as a convenience and as an enhancement to the Site, the Services and our services, and the inclusion of any link does not imply endorsement by Brunswick of the site or any association with its operators, as we have no control over the quality, accuracy or comprehensiveness of the information obtained. You agree to abide by the terms and conditions of any applicable Third Party Services and acknowledge that these Terms do not grant you any copyright, trademark, patent or other intellectual property right in the Third Party Services or any products, services, processes or technology described or offered therein.

We may terminate any Third Party Service's ability to interact with the Website or the Services at any time, with or without notice, and in our sole discretion, with no liability to you or to the third party. Any Third Party Service may take actions to impact our ability to make available some or all of the features of the Website or the Services at any time, with or without notice, and we will not be liable to you or to the third party for any such actions.

Termination/Access Restriction

The licenses granted in these Terms are effective until termination. We reserve the right, in our sole discretion, to suspend the Site, the Social Features, the Services, or your use thereof, or terminate these Terms or your access to the Site and the related services (including, without limitation, the Social Features), the Services or any portion thereof at any time, without notice, for any reason, including, without limitation, for your violation of any of its provisions. The Intellectual Property Rights, Warranty Disclaimer, Limitations of Liability, Submissions, Indemnification and General sections of these Terms shall survive any such termination.

Children's Privacy

The Services are intended for general audiences and is not directed to children under 13. We do not knowingly collect or maintain Personal Information from persons under 13 years of age on the Services, and no part of the Services is directed to persons under 13. If we learn that Personal Information of children under the age of 13 has been collected on the Services without verifiable parental consent, then we will take the appropriate steps to delete this information. If you are a parent or guardian and discover that your child under the age of 13 has obtained an account for any of the Services or otherwise provided Personal Information to us, then you may alert us at <<support@brunswickbowling.com>> and request that we delete that child's Personal Information from our systems.



Security

Our Website has industry standard security measures in place to protect the loss, misuse and alteration of the information under our control. While there is no such thing as “perfect security,” we will take all reasonable steps to protect your Personal Information.

Brunswick operates global infrastructure designed to provide state-of-the-art security through the entire information processing lifecycle. This infrastructure is built to provide secure deployment of services, secure storage of data with end-user privacy safeguards, secure communications between services, secure and private communication with customers over the Internet, and safe operation by administrators. Brunswick Services run on this infrastructure.

Business Transfers

Information about our users, including Personal Information, may be disclosed as part of any merger, acquisition, or sale of company assets, as well as in the unlikely event of an insolvency, bankruptcy or receivership in which Personal Information would be transferred as one of our business assets.

International Users; Cross-Border Transfers

Primarily, the Services are hosted in the United States, however data can reside in any of our geographically diverse data centers throughout the world. If you use our Services from the other regions with laws governing data collection and use that may differ from United States law, please note that you are transferring your personal data to the United States. Also, we may transfer your data from the United States to other countries or regions in connection with storage and processing of data, fulfilling your requests, and operating the Services. By providing your Personal Information, you consent to the transfer of your Personal Information to the United States and to other world regions and the use of your Personal Information in accordance with this Policy.

Indemnification

You hereby agree to indemnify, defend and hold Brunswick and all its directors, officers, agents, employees, information providers, partners, affiliates, licensors and licensees (collectively, the "Indemnified Parties") harmless from and against any and all liability and costs incurred by the Indemnified Parties (including, without limitation, reasonable attorneys' fees and costs) in connection with any claim arising out of or related to (i) your Submissions as provided to Brunswick, (ii) any breach by you of these Terms (iii) your access to or use of the Services, Third Party Software or Third Party Services; (iv) your violation of law; (v) your negligence or willful misconduct; or (vi) your violation of the rights of a third party, including the infringement by you of any intellectual property or misappropriation of any proprietary right or trade secret of any person or entity. You shall cooperate as fully as reasonably required in the defense of any claim. Brunswick reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and you shall not in any event settle any matter without the written consent of Brunswick.

In addition, you acknowledge and agree that we have the right to seek damages when you use the Services for unlawful purposes, in an unlawful manner, or in a manner inconsistent with the terms of these Terms, and that such damages may include, without limitation, direct, indirect, special, incidental, cover, reliance or consequential damages. In the event that we are required to respond to a third party or law enforcement subpoena or court



order that is related to your use of the Website or the Services, we may, in our sole discretion, require you to reimburse us for our reasonable expenses associated with complying with such subpoena or order.

Intellectual Property Rights

You acknowledge that all of the content on the Website and in the Services is subject to copyright, trademark, service mark, trade dress and other intellectual property rights or licenses held by Brunswick or its licensors. Furthermore, you acknowledge and agree that the source and object code of the Services and the format, directories, queries, algorithms, structure and organization of the Services are our intellectual property and proprietary and confidential information and our affiliates, licensors and suppliers. Except as expressly stated in these Terms, you are not granted any intellectual property rights in or to the Site or the Services by implication, estoppel or other legal theory, and we reserve all rights in and to the Site or the Services not expressly granted in these Terms.

You acknowledge and agree that Brunswick Bowling Products™, Sync™, their related logos and all related product and service names, design marks and slogans are trademarks and service marks (collectively, the “Brunswick Marks”) are owned by us, and acknowledge that some of the Brunswick Marks are registered in the U.S. and other countries. You are not authorized to use the Brunswick Marks in any advertising, publicity or in any other commercial manner without the prior written consent of Brunswick, which may be withheld for any or no reason. Without limiting the generality of the foregoing, you may not frame or utilize framing techniques to enclose any trademark, logo, copyright or other proprietary information (including images, text, page layout, or form) of the Website or Services without our express written consent. You may not use any meta tags or any other "hidden text" utilizing the name, domain name or trademarks of Brunswick without the express written consent of Brunswick. Any unauthorized use terminates the permission or license granted by Brunswick.

Warranty Disclaimers

THE SITE AND THE INFORMATION, SOFTWARE (INCLUDING, WITHOUT LIMITATION, THE SERVICES), PRODUCTS, SERVICES, CONTENTS, GRAPHICS, MERCHANDISE, REWARDS, DOCUMENTS AND OTHER ELEMENTS INCLUDED IN OR AVAILABLE THROUGH THE SITE OR THE SERVICES (COLLECTIVELY, THE “CONTENTS”) MAY INCLUDE INACCURACIES OR ERRORS. WE MAKE NO GUARANTEES WHATSOEVER AS TO THE CORRECTNESS OR ACCURACY OF THE SITE, THE SERVICES OR ITS CONTENTS. CHANGES ARE PERIODICALLY ADDED TO THE CONTENTS OF THIS SITE AND THE SERVICES. WE MAY, IN OUR SOLE DISCRETION, MAKE IMPROVEMENTS, DELETIONS, OR OTHER CHANGES IN THE SITE, THE SERVICES AND THE CONTENTS HEREOF, INCLUDING WITHOUT LIMITATION THE AVAILABILITY OF ANY SITE OR SERVICES FEATURE, SOFTWARE, DATABASE OR CONTENT, AT ANY TIME WITHOUT NOTICE; PROVIDED, HOWEVER, THAT WE SHALL BE UNDER NO OBLIGATION TO DO SO. WE MAY ALSO IMPOSE LIMITS ON CERTAIN FEATURES AND SERVICES OR RESTRICT YOUR ACCESS TO THE SITE OR TO PORTIONS OF IT OR THE SERVICES WITHOUT NOTICE OR LIABILITY.

IN THE EVENT THAT AN INACCURACY ARISES, PLEASE INFORM BRUNSWICK AT:

privacy@brunswickbowling.com

WE MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, AND ACCURACY OF THE SITE OR THE CONTENTS FOR ANY PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SITE AND ITS CONTENTS (INCLUDING, WITHOUT LIMITATION, ALL MERCHANDISE OR OTHER REWARDS OFFERED VIA THE SITE OR THE SERVICES) ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND, AND BRUNSWICK AND ITS SUPPLIERS HEREBY



DISCLAIM ANY AND ALL WARRANTIES AND CONDITIONS OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, WITH REGARD TO THE SITE, THE CONTENTS AND ANY THIRD PARTY SERVICE, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. YOU ASSUME TOTAL RESPONSIBILITY AND RISK FOR YOUR USE OF THE SITE, ITS CONTENTS AND ANY THIRD PARTY SERVICE. WE DO NOT WARRANT THAT ANY MATERIAL OR FUNCTIONS IN THE SITE OR SERVICES WILL BE UNINTERRUPTED OR ERROR FREE, THAT DEFECTS WILL BE CORRECTED OR THAT THE SITE OR THE SERVER THAT MAKES IT AVAILABLE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WE WILL NOT BE LIABLE FOR THE USE OR PERFORMANCE OF THE SITE OR THE SERVICES, INCLUDING, WITHOUT LIMITATION, THE CONTENTS OR ANY ERRORS CONTAINED THEREIN.



LIMITATIONS OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL BRUNSWICK OR ITS SUPPLIERS, DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS BE LIABLE FOR ANY DAMAGES WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH IN ANY WAY THE SITE, ITS CONTENTS, THE SERVICES OR ANY THIRD PARTY SERVICE. THIS IS A COMPREHENSIVE LIMITATION OF LIABILITY THAT APPLIES TO ALL DAMAGES OF ANY KIND, INCLUDING (WITHOUT LIMITATION) COMPENSATORY, DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL EXEMPLARY OR PUNITIVE DAMAGES, LOSS OF USE, DATA OR PROFITS, LOSS OF OR DAMAGE TO PROPERTY AND CLAIMS OR THIRD PARTIES, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SITE, THE SERVICES OR ANY OF THE TERMS OR CONDITIONS CONTAINED IN THESE TERMS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE AND THE SERVICES.

We are not liable or responsible for any delays or failure in performance of any part of the Site or the Services due to any cause beyond our control, including, without limitation, acts of God, changes to law or regulations, embargoes, war, terrorist acts, riots, fires, earthquakes, nuclear accidents, floods, strikes, power blackouts, volcanic action, unusually severe weather conditions, and acts of hackers or third-party internet service providers.

You agree that Brunswick has entered into this Agreement in reliance upon the disclaimers of warranty and the limitations of liability set forth herein, that they reflect an allocation of risk between the parties (including the risk that a contract remedy may fail of its essential purpose and cause consequential loss), and that they form an essential basis of the bargain between the parties.

Any cause of action you may have with respect to your use of the Site or the Services must be commenced within one (1) year after the claim or cause of action arises. In any action to enforce these Terms, the prevailing party will be entitled to costs and attorneys' fees.

Compliance

Brunswick complies with the U.S.–E.U. and U.S.–Swiss Safe Harbor Framework, which is overseen by the U.S. Department of Commerce and covers the collection, use, and retention of personal data from European Union member countries and Switzerland. We certify that we follow the principles of notice, choice, onward transfer, security, data integrity, access, and enforcement. A data processing agreement is available upon request, please contact privacy@brunswickbowling.com.



California Privacy Rights

Pursuant to California Civil Code sections 1798.83-1798.84, California residents are entitled to ask us for a notice describing what categories of personal customer information we share with third parties or corporate affiliates for those third parties' or corporate affiliates' direct marketing purposes. That notice will identify the categories of information shared and will include a list of the third parties and affiliates with which it was shared, along with their names and addresses. If you are a California resident and would like a copy of this notice, please submit a written request to the following address: privacy@brunswickbowling.com.

GDPR

Brunswick fully complies with the EU General Data Protection Regulation (GDPR), replacing the 1995 EU Data Protection Directive. The GDPR strengthens the rights that individuals have regarding personal data relating to them and seeks to unify data protection laws across Europe, regardless of where that data is processed.

Brunswick is viewed as a Processor under GDPR, whereas the Center is viewed as the Data Controller.

Data Protection Requirements

Processing According to Instructions

Any data that a customer and its users put into our systems will only be processed in accordance with the customer's instructions, as described in our [Personal Information](#) section outlined in this document.

Assistance to the Controller

Data Subject's Rights

Data controllers can use the various Services, administrative consoles and services functionality to help access, rectify, restrict the processing of, or delete any data that they and their users put into our systems. This functionality will help them fulfill their obligations to respond to requests from data subjects to exercise their rights under the GDPR.

Data Protection Team

Users have access to dedicated team where data protection related enquiries can be directed by sending the request to privacy@brunswickbowling.com.

Incident Notifications

Brunswick will promptly inform you of incidents involving your customer data in line with the data incident terms in our current agreements and the updated terms that will apply starting on 25 May 2018, when the GDPR comes into force.



Security

According to the GDPR, the controller and the processor shall implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk. This is outlined in our [Security](#) section of this document.

Data Retention and Deletion

Please see the [Data Retention/Deletion](#) section of this document.

Modifications to this Privacy Policy

We may revise this Privacy Policy from time to time. The most current version of the Privacy Policy will govern our collection, use, and disclosure of information about you and will be located here. If we make material changes to this Privacy Policy, we will notify you by email or by posting a notice on the Service prior to the effective date of the changes. By continuing to access or use the Service after those changes become effective, you agree to the revised Privacy Policy.