

LAS VEGAS EVENTS
Privacy Policy

Effective/Updated as of March 3, 2021

Las Vegas Events and its affiliates and related entities (collectively, “Company,” “us,” or “we”) is/are committed to protecting the privacy of certain data we collect when you access this website or websites, mobile apps, or other online media under our operation and control (collectively, the “Site”). This Privacy Policy (“Policy”) describes our policies and practices regarding our collection, use and disclosure of information you submit or we obtain in connection with your use of this Site. This Policy is incorporated into and subject to the [Terms of Use](#).

Please read this Policy carefully before using the Site or submitting personal information to us. BY ACCESSING OR USING THE SITE, YOU CONSENT TO THE COLLECTION, USE, AND SHARING OF YOUR INFORMATION AS SET FORTH IN THIS PRIVACY POLICY.

1. Changes to this Policy. We reserve the right to change this Policy at any time. In the event we make material changes to the Policy, we will provide notice through the Site. Changes will be effective immediately upon posting to the Site and will apply to your use of the Site after the “effective date” listed above. You understand and agree that your continued use of the Site after the effective date, means that the collection, use, and sharing of your information is subject to the updated Policy. Except to the extent we receive your authorization or as permitted or required by applicable law, we will handle your data in accordance with the terms of the Policy in effect at the time of the collection.

2. Information We Collect. We may collect personal information that you provide directly to us, such as information you submit when you visit the Site. We may also collect information that is passively or automatically collected from you, such as information collected from your browser or device. We use this information to operate the Site, carry out our business, comply with laws and for other purposes described herein.

Information You Provide. In connection with the Social Hub, Tickets, and other sections of the Site, you may provide personal information in the following instances.

- When you subscribe to our E-lets, you may provide information including the following:
 - Your name
 - Email Address
 - Birthday (mm/dd)
 - Address
 - Phone number

- When you participate in surveys, sweepstakes, and other promotions, you may provide information including the following:
 - Your name
 - Contact information
 - date of birth

You do not have to provide the above information to access or use other sections of the Site.

Information On Your Use. We collect information about and log your visits and use of the Site. This includes, for example, when you view or click on embedded content or ads. We also use cookies and internet protocol (“IP”) addresses to identify you and log your use of the Site.

Contacts list. When you use our games, referral program, sharing or other programs that require contact information, we may solicit your permission to access your contacts list (e.g. address book or Facebook friends) so you can be matched with individuals from your contacts list who participate in our programs and you can share or invite your friends to join. We will not store the information in your contacts list except to manage your program invitations.

Statistical Data. To monitor utilization of the Site and continuously improve its quality, we may compile statistical information concerning the usage of the Site using analytics services, such as those provided by Google Analytics. Examples of this information would include: the number of visitors to the Site, or to sections or pages within the Site, patterns of traffic flowing through the Site, length of time spent on the Site, or in sections or pages of the Site, the other sites that refer visitors to the Site, the pages of the Site that visitors frequently use as entry and exit points, utilization of the browser and operating systems and versions used by visitors to the Site. The analytics services may transfer this information to third parties in case of a legal obligation or if a third-party processes data on behalf of that service.

To compile this information, we may collect and store:

- Your IP address
- Your operating system version
- Your browser version
- The pages you visit within the Site
- The length of time you spend on pages within the Site
- The site from which you linked to ours
- Search terms you used in search engines which resulted in you linking to the Site, etc.

While all of this information can be associated with the IP address your computer had while you visited the Site, it will not be associated with you as an individual, or associated with any other information you may submit through the Site, or that we may store about you for any other purposes.

3. Cookies and Similar Technology.

Cookies. We use technologies such as cookies, pixel tags, browser analysis tools, server logs and web beacons to recognize you when you return to the Site and to help us improve the quality of our service when you visit our Site. We also use cookies to tailor our products, services and advertising to suit your personal interests, estimate our audience size, track visits to and sales at our Site and, as applicable, to process your order, and track your status in our promotions, contests and sweepstakes. We do not link your URL or IP address to any personal information.

Embedded Content. The Site contains embedded content (e.g., videos). Embedded content may place third party cookies on your device that track your online activity to enhance your experience or assess the success of their application. We have no direct control over the information these cookies collect, and you should refer to their website privacy policy for additional information.

Social Media Plugins. This Site uses social media plugins (e.g. Facebook and Twitter, Instagram, YouTube) to enable you to easily share information with others. When you visit our Site, the operator of the social plugin can place a cookie on your computer, enabling that operator to recognize individuals who have previously visited our Site. If you are logged into the social media website while browsing our Site, the social plugins allow that social media website to share data about your activities on our Site with other users of their social media website. For example, Facebook Social Plugins allow Facebook to show your Likes and comments on our pages to your Facebook friends. Facebook Social Plugins also allow you to see your friends' Facebook activity on our website. We do not control any of the content from the social media plugins. For more information about social plugins from other media websites you should refer to their privacy and data/information sharing statements/policies.

Controlling cookies. You may control cookies, including preventing or stopping the installation and storage of cookies, through your browser settings and other tools. Most browsers will allow you to block or refuse cookies. However, you may need to manually adjust your preferences each time you visit a site. For more information, see the Help section of your browser. Please note that if you block certain cookies, some of the services and functionalities of our Site may not work.

IMPORTANT: By using the Site, you consent to the processing of any personal information for the analytics purposes and functions described above.

4. **Do Not Track.** "Do Not Track" is a privacy preference that you can set in your Internet search browser that sends a signal to a website that you do not want the website operator to track certain browsing information about you. However, because our Site is not configured to detect Do Not Track signals from a user's computer, we are unable to respond to Do Not Track requests.

We do not track Site users over time and across third party websites.

5. How We Use Your Personal Information. In general, we will use the personal information we collect only for the purpose it was collected, for compatible purposes, as permitted or required by law, as necessary to carry out our contractual duties and obligations, and as otherwise provided in this Policy. For example, we may use your personal information in the following ways:

- **Respond to your requests for information relating to our products and services.**
- **Communicate with you.** We will send you messages about the availability of our Site, security, or other service-related issues. You may change your communication preferences at any time. Please be aware that you cannot opt-out of receiving service messages from us, including security and legal notices.
- **Manage your ticket holder account or E-lets subscription.**
- **For our research and development efforts.** We use data, including public feedback, to conduct research and for the development of the Site and the services and products we provide to you.
- **For other everyday business purposes.** By way of example, payment processing and financial account management, product development, contract management, IT and website administration, fulfillment, analytics, fraud prevention, corporate governance, reporting and legal compliance.
- **Provide you with the products and/or services you have purchased or requested.** This might include establishing an on-line profile, sending you products, e-mailing you E-lets, or providing you with information related to your ticket account.]
- **Market our products or services that we think may be of interest to you.** For example, to send you newsletters and promotions using any communications preferences you have expressed. We may provide these communications via email, postal mail, online advertising, social media, telephone, text message (including SMS and MMS), push notifications, in-app messaging, and other means.
- **Ensure your information is accurate and to personalize our products and services.** For example, we may aggregate your personal information with data from third-party sources for purposes of keeping information up to date. We also rely on information from third parties in order to provide better, more personalized service. If you connect your social media services or other accounts to our services, we may use this information to make your experiences with us more personal and social or share and use it as described elsewhere in this Policy.

6. Advertising. We show you ads on the Site. To do so, we use the following data:

- Data from advertising technologies on the Site, like web beacons, pixels, ad tags, cookies, and device identifiers;
- Information from advertising partners.

We do not share your personal data with any third-party advertisers for their advertising. Note if you view or click on an ad on the Site, the ad provider may get a signal that someone visited the page that displayed the ad, and they may determine it is you through the use of cookies or similar technologies. These ad providers may also use cookies or tracking technologies to manage or measure the performance of advertisements displayed or to deliver advertising to you.

7. Disclosure of Information. In general, we will not disclose your personal information except with your consent and as described in this Policy. We may disclose your personal information for the same reasons that we may use it as described in this Policy, which includes disclosing it to our affiliates and non-affiliated entities as we deem necessary to carry out those purposes.

- **Third Party Vendors.** We may need to share or disclose this information to a member of our group partners or third-party vendors as follows:
 - With your consent or as you direct;
 - To manage the Site;
 - To process payments and requests for products and services;
 - To provide you with products, services, or offers;
 - To coordinate your participation in our promotional contests, sweepstakes, or similar programs;
 - To engage in marketing activities, such as sharing personal information with our partners to deliver advertisements to our shared customers;
 - To enhance our services by, among other methods, obtaining assistance with providing more personalized services to you through analytics and other technologies;
 - To protect our interests and legal rights, such as through responding to subpoenas and defending litigation; and
 - To protect against and prevent fraud, illegal activity (such as identifying and responding to incidents of hacking or misuse of our websites and mobile applications) and claims and other liabilities.

We endeavor to choose affiliates and non-affiliates with similar standards to ours regarding the protection of data.

- **Legal Process, Security, Defense, Protection.** It is possible that we will need to disclose information about you if required by law, subpoena, or other legal process. Additionally, we may disclose information about you if we have a good faith belief that disclosure is reasonably necessary to:
 - demonstrate our relationship with you;
 - investigate, prevent, or take action regarding suspected or actual illegal activities or to assist law enforcement agencies;
 - protect the security or integrity of the Site;

- protect against or investigate fraud;
 - investigate and defend ourselves against any third-party allegations or claims;
 - protect the rights and safety of others; or
 - as required by law, subpoena, or other legal process.
- **Change in Control or Sale.** We can share, sell, assign, or license your personal data in connection with certain business transactions, such as a sale, acquisitions, merger, or change in control, or in preparation for any of these events. In such cases, we will take appropriate steps under the circumstances and to the extent possible to ensure that the recipient agrees to provide privacy protections substantially similar to those established by this Policy. Any entity that acquires all or substantially all of the Company's assets will have the right to continue using your data consistent with this Policy or as otherwise agreed to by you.

In no case will we sell or license your data to third parties, except as set forth above or as required or permitted by law.

8. Safeguarding of Information. No system for safeguarding personal or other information is 100% secure and even though we have taken steps to protect your personal information from being intercepted, accessed, used or disclosed by unauthorized persons, we cannot fully eliminate security risks associated with personal information. However, we take a number of steps to safeguard the security of personal information obtained through the Site. For example, we have implemented a security program that contains administrative, technical and physical controls that are designed to reasonably safeguard your data from unlawful use, unauthorized access or disclosure. There is no guarantee that data may not be accessed, disclosed, altered, or destroyed by breach of any of our administrative, physical, or technical safeguards. Additionally, we use Secure Socket Layer (SSL) data encryption when data is transmitted over the Internet to our Site.

9. Links to Third Parties' Sites and Third-Party Integrations. We may provide links to websites or resources outside of our Site for your informational purposes only. We may also provide links to third party integrations. Third party integrations are websites or platforms that synchronize with our Site to provide you with additional functionality, tools, or services such as maps, sending requested information, etc. You acknowledge and agree we are not responsible for the availability of third party sites, resources, or integrations and do not endorse and are not responsible or liable for any content, advertising, goods, services or other materials on, available through, or provided by such sites, resources, or integrations. We are not responsible for the privacy or other practices of such sites and cannot guarantee the security of personal information that you provide, or is collected by, such sites. We encourage you to review the privacy policies and terms and conditions on those linked sites.

10. Information of Children. The Site is not directed to children as the products and services on this Site are intended for persons 18 years of age and older. The Company does not knowingly collect, use or disclose any personal information from children. If you are a parent or guardian

of a child under the age of 18 and believe he or she has provided Personal Information to us please notify us at marketing@lasvegasevents.com. If you are concerned about your child's use of the Site, you may use web-filtering technology to supervise or limit access to the Site.

If you are a minor in the state in which you reside, you must obtain the consent of your parent or guardian before using the Site. Minors are not allowed to participate in contests or sweepstakes on the Site. If you do not satisfy this age requirement, you are not permitted to use or enter the Site.

11. Applicable law. This Policy is governed by the internal substantive laws of Nevada, without regard to its conflict of laws principles. Jurisdiction for any claims arising under or out of this Privacy Policy shall lie exclusively with the state and federal courts within Nevada. If any provision of this Policy is found to be invalid by a court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Policy, which shall remain in full force and effect.

12. Mobile Apps. We provide mobile apps that can be downloaded to your smartphone or mobile device. In addition to providing the ability to use, purchase, or request our products and services, our apps may collect personal and other information that will be used or disclosed in accordance with this Policy. We provide a link to this Policy to persons prior to their downloading of any of our apps.

If you allow our mobile apps to access your location information on your device, our mobile apps may use your mobile device's Global Positioning System (GPS) technology and other technology (such as wireless transmitters known as beacons) to provide you with information and offers based on the location of your device. Beacons allow us to collect information about your location within participating properties by communicating with mobile devices that are in range. We may use this location information to enhance your experience by delivering push notifications and other content to your mobile device, providing navigation assistance as you move around our locations, and sending you information and offers about products, services, or activities we believe may be of interest to you.

We may share this information with third parties, including business partners and service providers, to provide information, offers, and services that may be of interest to you. You may prevent or limit collection of location information by changing the settings in the app, or by changing your device's settings.

13. Your Choices Regarding Your Personal Information. You can always limit the information you provide to us, but if you choose not to provide certain requested information, you may be unable to access some of the services, offers, and content on the Site. You can also limit the communications that we may send you by following a simple opt-out process. Simply follow the instructions in our advertisement/promotional emails to opt-out of receiving future marketing communications.

Please note that even if you opt-out of promotional communications, we may still need to contact you with important transactional data about your account. For example, even if you opt-out of promotional communications, we will still send you a notification of changes to, expiration of, or discontinuation of a program you are enrolled in. You also have choices regarding the access, modification, or deletion of your personal data.

14. Transfer of Your Personal Information. When your personal information is submitted through our Site, it may be transferred to our servers in other jurisdictions, including the United States, which may not have similar data protection laws to the country in which you reside.

CALIFORNIA RESIDENTS

“Shine the Light Law”. If you are a California resident, California Civil Code Section 1798.83 permits you to request information regarding the disclosure of your personal information by certain members of the Company to third parties for the third parties’ direct marketing purposes. Requests may be made one time per calendar year. If applicable, this information would include the categories of customer information and the names and addresses of those businesses with which we shared customer information for the immediately prior calendar year (e.g., requests made in 2018 will receive information regarding 2017 sharing activities). You may submit your request using the contact information at the end of this Policy.

“Eraser Law”. If you are a California resident under the age of 18, and a registered user of any site where this policy is posted, California law permits you to request and obtain removal of content or information you have publicly posted. You may submit your request using the contact information at the end of this Policy. Please be aware that such a request does not ensure complete or comprehensive removal of the content or information you have posted and that there may be circumstances in which the law does not require or allow removal even if requested.

California Consumer Privacy Act (“CCPA”) Addendum. The following California Privacy Policy Addendum (“CA Addendum”) applies solely to individuals who are residents of the State of California (“consumers” or “you”). This CA Addendum describes our policies and practices regarding the collection, use, and disclosure of personal information we collect about you, including personal information we obtain when you access or use the Site, or through other channels including but not limited to phone and email conversations, social media interactions on our websites and other third party websites such as social media sites, viewing our emails, or through our authorized services providers.

This CA Addendum supplements and amends the information contained in the Site Policy with respect to California residents. Any terms defined within the CCPA have the same meaning when utilized within this CA Addendum. The other provisions of the Site Policy continue to apply except as modified in this CA Addendum.

This CA Addendum does not apply to personal information we collect about you as a job applicant to, an employee of, owner of, director of, officer of, or contractor of the Company. This CA Addendum also does not apply to personal information we collect about you as an employee, owner, director, officer, or contractor of a company, partnership, sole proprietorship, non-profit, or government agency when your communications or transactions with the Company occur solely within the context of the Company conducting due diligence regarding, or providing or receiving a product or service to or from, such company, partnership, sole proprietorship, non-profit, or government agency.

Please read this CA Addendum carefully before using the Site or submitting information to us. By accessing or visiting the Site, you indicate your understanding that the collection, use, and sharing of your information is subject to the terms of this CA Addendum and our [Terms of Use](#). Except as otherwise noted, any capitalized terms not defined in the CA Addendum have the meaning set forth in the Policy and Terms of Use.

IF YOU DO NOT CONSENT TO THE COLLECTION, USE, AND SHARING OF YOUR INFORMATION AS DESCRIBED IN THIS CA ADDENDUM, PLEASE DO NOT PROVIDE US WITH SUCH INFORMATION.

A. Personal Information We Collect

As described below, we may collect or have collected in the preceding 12 months the following categories of personal information (“PI” or “personal information”). We may add to the categories of PI we collect and the purpose we use PI. In that case, we will inform you by posting an updated version of this CA Addendum on the Site.

1. **Identifiers.** Examples include real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, social security number, driver’s license number, or other similar identifiers.
2. **Other elements.** Examples include name, signature, characteristics or description, address, telephone number, education, employment, employment history, bank account number, credit card number.
3. **Characteristics of protected classifications under California or federal law.** Examples include race, religion, and age.
4. **Commercial information.** This includes services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.
5. **Education information.** This includes information that is not publicly available personally identifiable information as defined in the Family Educational Rights and Privacy Act (20 U.S.C. section 1232g, Sec. 1232g; 34 C.F.R. Part 99).
6. **Internet or other electronic network activity.** Examples include browsing history, search history, a consumer’s interaction with an internet website, application, or advertisement.
7. **Geolocation data.** This might include location information while using one of our apps.

8. **Audio, electronic, visual, thermal, olfactory, or similar information.** Examples of this category including identifiable information obtained about you while speaking with our customer service representatives on the telephone.
9. **Professional or employment-related information.**
10. **Consumer profile.** This includes inferences drawn from any of the information identified above to create a profile about a consumer reflecting the consumer's preferences, characteristics, and behaviors.

PI does not include:

1. Publicly available information from government records.
2. Deidentified or aggregated consumer information.
3. Information excluded from the CCPA's scope, such as certain health or medical information and other categories of information protected by different laws.

B. Purposes for Which We Collect Your Personal Information. See section 5, above.

C. Sources of Personal Information

- **You.** We may collect personal information from you when you contact us; place an order, register, participate in a contest, promotion, or survey; or through web technologies such as browser cookies, flash cookies, and web beacons set when you visit the Site.
- **News outlets**
- **Social media and related services**
- **Third Parties.** We may collect information about you from third parties such as through your social media services consistent with your settings on such services, or from other third-party sources that are lawfully entitled to share your data with us.

D. Sharing or Disclosing Personal Information

- We do not sell your PI as that term is defined in the CCPA.
- We do not have actual knowledge that we have sold personal information of minors under age 16.

E. Consumer Rights

The CCPA provides California consumers with the following rights, subject to certain exceptions:

1. Right to Request Deletion

You have the right to request that Las Vegas Events delete your PI from its records, subject to certain exceptions.

Upon receipt of a verifiable consumer request (see below), and as required by the CCPA, we will delete and direct any service providers to delete your PI from its records.

The Company is not required to comply with your request to delete your PI if it is necessary for the Company (or its service provider) to maintain your PI in order to:

- a) Complete the transaction for which the PI was collected, provide a good or service requested by you, or reasonably anticipated within the context of the Company's ongoing business relationship with you, or otherwise perform a contract between the Company and you.
- b) Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity; or prosecute those responsible for that activity.
- c) Debug to identify and repair errors that impair existing intended functionality.
- d) Exercise free speech, ensure the right of another consumer to exercise his or her right of free speech, or exercise another right provided for by law.
- e) Comply with the California Electronic Communications Privacy Act pursuant to Chapter 3.6 (commencing with Section 1546) of Title 12 of Part 2 of the Penal Code.
- f) To enable solely internal uses that are reasonably aligned with your expectations based on your relationship with the Company.
- g) Comply with a legal obligation.
- h) Otherwise use your PI, internally, in a lawful manner that is compatible with the context in which you provided the information.

2. Right to Know

You have the right to request that Insomnia disclose the following to you as it relates to the 12-month period preceding the Company's receipt of your verifiable consumer request (see below):

- a) The categories of PI we have collected about you.
- b) The categories of sources from which the PI was collected.
- c) The business or commercial purpose for collecting or selling PI.
- d) The categories of PI we disclosed or sold for a business purpose.
- e) The categories of third parties we disclosed or sold PI to, by the category of PI.
- f) The specific pieces of PI we collected about you.

3. Nondiscrimination

We will not discriminate against you for exercising any of your CCPA rights. For example, we generally will not provide you a different level or quality of goods or services if you exercise your rights under the CCPA.

F. Submitting Consumer Rights Requests

To submit a California Consumer Rights request as outlined in this CA Addendum, please contact us at marketing@lasvegasevents.com.

G. Verifiable Requests

We reserve the right to only respond to verifiable consumer requests. A verifiable consumer request is one made by any individual who is:

- a) the consumer who is the subject of the request,
- b) a consumer on behalf of the consumer's minor child, or
- c) by a natural person or person registered with the Secretary of State authorized to act on behalf of a consumer.

If we request, you must provide us with sufficient information to verify your identity and/or authority to act on behalf of a Consumer. In general, we may ask you to provide identifying information that we already maintain about you or we may use a third-party verification service. In either event, we will try to avoid asking you for sensitive PI to verify your identity. We may not be able to respond to your request or provide you with PI if we cannot verify your identity or authority to make the request and confirm the PI relates to you. However, making a verifiable consumer request does not require you to create an account with us.

Additionally, you will need to describe your request with sufficient detail to allow us to review, understand, assess, and respond. We will not use the PI we collect from an individual to determine a verifiable request for any other purpose, except as required by law.

We reserve the right to charge a fee to process or respond to your request if it is excessive, repetitive, or manifestly unfounded. If we determine that a request warrants a fee, we will attempt to notify you as to why we made that decision and provide a cost estimate before completing your request. We will attempt to respond to a verifiable consumer request within forty-five (45) days of receipt, but we may require up to ninety (90) days to respond, under which circumstances we will notify you of the need for an extension.

If you have an account with us, we will deliver our written response to that account. If you do not have an account with us, we will deliver our written response by mail or electronically, at your option. Any disclosures we provide will only cover the 12-month period preceding the receipt of your verifiable consumer request. The response we provide will also explain the

reasons we cannot comply with a request, if applicable. To the extent permitted by the CCPA, we will respond to no more than two requests during any 12-month period.

H. Authorized Agents

You may authorize a natural person, or a business registered with the California Secretary of State to act on your behalf with respect to the right under this CA Addendum. When you submit a Request to Know or a Request to Delete, unless you have provided the authorized agent with a qualifying power of attorney, you must provide your authorized agent written permission (signed by you) to act on your behalf and verify the authorized agent's identity with us. We reserve the right to deny requests from persons or businesses claiming to be authorized agents that do not submit sufficient proof of their authorization.

To submit the above requests, each of which is subject to our verification, you may contact us at marketing@lasvegasevents.com.

Nevada Residents.

If you are a Nevada resident, you may have the following additional rights. Terms used in this Nevada section shall have the meaning ascribed to them by the applicable data protection law, including the definition of sale and covered information.

Do Not Sell. We do not sell your covered information; however, Nevada law requires us to notify you of your right to submit a verified request instructing us not to sell any of the covered information we have collected about you or will collect about you through our website. To submit your request, you may contact us as at marketing@lasvegasevents.com.

How to Contact Us.

If you have any questions regarding this Policy or the privacy of your personal information, please contact us at:

Las Vegas Events
ATTN: Privacy Agent
770 E. Warm Springs Road, Suite 140
Las Vegas, NV 89119

marketing@lasvegasevents.com

702-260-8605