



Ski California Website Terms of Use

Welcome to the website of the California Ski Industry Association (aka Ski California). Ski California provides this website to you subject to the Terms of Use (Terms and Conditions and Privacy Policy), which govern your use of this website. Please read these Terms of Use carefully before using this website. By using this website, you agree to these Terms of Use. If you do not agree to these Terms of Use, you should not use this website or the services we provide on it.

Terms and Conditions

License to Use Our Website

As long as you are in compliance with the terms of this Agreement, Ski California hereby grants you a limited, revocable, non-assignable, non-sub-licensable, non-exclusive license to access the website via an ordinary Internet browser, to view the website and all information and materials contained in it. The Agreement impacts your legal rights and responsibilities and should be read carefully. Any violation of the terms or conditions of this Agreement is grounds for immediate termination of this limited license. No other rights are granted, implied or otherwise.

Important Notices and Additional Terms and Agreements

The website may contain typographical errors or inaccuracies, including but not limited to errors or inaccuracies related to price, product information, service information, product description or availability, and may not be complete or current. Ski California reserves the right to correct any errors, inaccuracies or omissions (including after any order has been submitted, confirmed and/or charged to your credit card) and to change or update information at any time without prior notice. Please note that such errors, inaccuracies or omissions may relate to pricing and availability, and we reserve the right to cancel or refuse to accept any order placed based on incorrect pricing or availability information.

We have made every effort to display as accurately and reliably as possible the information related to any goods, services or locations that may appear on the website. However, we cannot guarantee, and make no warranty, promise, or agreement that any depicted or described product, service or location actually comports with its depiction or description.

Any price quotation, service information or any other such information regarding the provision of and fees for any goods or service offered by Ski California are provided purely for informational and illustrative purposes. Ski California does not guarantee, and makes no warranty, promise, or agreement that any depicted or described goods or services are actually offered or comports with its description on the website. Ski California reserves the right to cease offering any such goods, services or benefits to any person at any time, in all cases without notice or liability.

We may also require you to follow additional rules or guidelines in order to sign up to use various special features of our website, to make purchases or reservations on our website, to participate in certain promotions available through our website, or for other reasons. In such cases, you may be asked to expressly consent to additional terms, for example, by checking a box or clicking on a button. This type of agreement is known as a "click-through" agreement. If any of the terms of a click-through agreement are different than the terms of these Terms of Use, the terms of the click-through agreement will supplement or amend these Terms of Use, but only with respect to the matters governed by the click-through agreement. In addition, certain policies or terms of sale may apply to online purchases made on our website, which may be deemed accepted when you complete or confirm your order.

Ski California Content

Our website contain text, graphics, video, audio, or other content provided by Ski California or its partners (collectively, "Ski California Content") and such content is protected under applicable intellectual property laws. All Ski California Content and related intellectual property rights are the property of Ski California or



the material is included with the permission of the rights. Ski California grants you permission and license to lawfully access and use these website and to display, print, or download one copy of the Ski California Content on any single computer for your personal, noncommercial use only, provided that you (a) do not modify the Ski California Content; (b) you retain any and all copyright and other proprietary notices contained in the Ski California Content; and (c) you do not copy, post, distribute or transmit the Ski California Content on any other website, via any network computer or broadcast the Ski California Content in any media.

You expressly recognize and agree that Ski California's trademarks and logos (the "Ski California Marks") are the sole property of Ski California. You are not authorized to display or use the Ski California Marks or the trademarks, product names, company names, logos, service marks and/or trade dress of any other owners featured on our website without the prior written permission of the owner.

Any applicable software you may access on our website, including any files, images, or data accompanying the software are licensed to you by Ski California for the limited use described in the preceding paragraph. Ski California transfers no right, title or interest in the software to you. Ski California retains full and complete title to the software, and all intellectual property rights therein. You may not redistribute, sell, decode, reverse engineer, disassemble, or otherwise reduce the software to a human-perceivable form.

Content You Submit to the website

Some of our website may provide you with the ability to add, create, upload, submit, distribute, post, or share on or through the website, content, including without limitation information, website links, opinions, photos, profiles, graphics, videos, and audio clips ("User Content").

By posting any User Content on the website, you expressly grant, and represent and warrant that you have the right to grant, to Ski California a non-exclusive, irrevocable, worldwide, transferable, royalty-free, perpetual license to publicly display, publicly perform, reproduce, distribute, create derivative works, and sublicense your User Content in any manner or through any media now known or later developed without any payment to you.

Ski California may choose, in its sole discretion, to pre-screen, edit, refuse, move or remove any User Content posted to the website. You agree that exercise of that discretion by Ski California does not convert the User Content into Ski California Content.

Conduct

You agree to not use the website to:

- upload, post, e-mail or otherwise transmit any User Content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, offensive, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
- engage in or facilitate harassing conduct aimed at any other person or entity;
- harm minors in any way;
- impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity;
- forge headers or otherwise manipulate identifiers in order to disguise the origin of any content transmitted through the website;



- upload, post, e-mail or otherwise transmit any User Content that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- upload, post, e-mail or otherwise transmit any User Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;
- upload, post, e-mail or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;
- upload, post, e-mail or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- interfere with or disrupt the website or servers or networks connected to the website, or disobey any requirements, procedures, policies or regulations of networks connected to the website;
- violate any applicable local, state, national or international law, and any regulations having the force of law.

Copyright Infringement Complaints

Ski California respects the intellectual property of others, and we ask our users to do the same. If you believe that content on the website infringes your work, or the work of a third party for whom you are authorized to act, please send a notice of the alleged infringement to Ski California's copyright agent including all of the following information, pursuant to the Digital Millennium Copyright Act of 1998 ("DMCA"):

- An electronic or physical signature of the intellectual property owner, or an agent authorized to act on behalf of the owner;
- A description of the work that you claim has been infringed, including the URL, website location, or other identifying characteristics;
- Your name, company name, address, telephone number, fax number, and e-mail address (and, if you are not the owner of the intellectual property, the name of the owner);
- A statement by you that you have a good-faith belief that the described use of the work is not authorized by the intellectual property owner, its agent, or the law;
- A statement by you, made under penalty of perjury, that the information in your notice is accurate and that you are either the intellectual property owner or an agent authorized to act on behalf of the intellectual property owner.

Please send the notice of alleged infringement by email to info@skicalifornia.org.

Ski California may terminate use of our website by repeat infringers in appropriate circumstances pursuant to the DMCA.

Complaint Policy (including Trademark and Privacy)

If you believe in good faith that any content posted on a website infringes any of your rights other than in copyright, or is otherwise unlawful, you may send a notice to info@skicalifornia.org with the following information:



- Your name, physical address, e-mail address and phone number;
- A description of the content or other material posted on the website that you believe violates your rights or is otherwise unlawful, and which parts of said materials you believe should be remedied or removed;
- Identification of the location of the material on the website;
- If you believe that the material violates your rights, a statement as to the basis of the rights that you claim are violated;
- If you believe that the material is unlawful or violates the rights of others, a statement as to the basis of this belief;
- A statement under penalty of perjury that you have a good faith belief that use of the material in the manner complained of is not authorized and that the information you are providing is accurate to the best of your knowledge and in good faith; and,
- Your physical or electronic signature.

If we receive a message that complies with all of these requirements, we will evaluate the submission, and if appropriate, in Ski California's sole discretion, Ski California will take action. We may disclose your submission to the poster of the claimed violating material, or any other party.

Feedback

We welcome your comments, feedback, suggestions, and other communications regarding the website and the information and services we make available through these website. The feedback you provide to us through this website will become and remain our exclusive property. Your submission of feedback will constitute an assignment to us of rights, title and interests in your feedback, including all copyrights and other intellectual property rights in your feedback. We will be entitled to reduce to practice, exploit, make, use, reproduce, disclose, display or perform publicly, distribute, improve and modify any feedback you submit.

International Use of Our Website

Recognizing the global nature of the Internet, you agree to comply with all local rules regarding online conduct and acceptable content. You assume all knowledge of applicable laws and you are responsible for compliance with any such laws. You may not use the website in any way that violates applicable state, federal, or international laws, regulations or other government requirements. Specifically, you agree to comply with all applicable laws regarding the transmission of technical data exported from the United States or the country in which you reside.

Indemnity

You agree to defend, indemnify and hold harmless Ski California, its affiliates, assignees, successors-in-interest and its suppliers, and each of their respective partners, employees, representatives and agents, from and against all claims, losses, costs, damages, liabilities and expenses (including, but not limited to, attorney fees) arising out of:

- Your activities in connection with the website;
- Any violation of these Terms of Use by you;
- Any improper or unauthorized use of the Ski California Content, User Content, or other content by you;



- Any conduct, activity or action which is unlawful or illegal under any state, federal or common law, or violating of the rights of any individual or entity, engaged in, caused by, or facilitated in any way through the use of software, services, Ski California Content or User Content or any other such service or information which appears on the website; and,
- Any allegation that anything you transmit or attempt to transmit, including but not limited to any Ski California Content or User Content you submit, post, or otherwise make available, through or in connection with the website, infringes or otherwise violates the intellectual property, privacy or other rights of any third party.

Third Party website

Our website may contain links to websites operated by other entities. If you decide to visit any linked site, you do so at your own risk and it is your responsibility to take all protective measures to guard against viruses or other destructive elements. Third party websites are not bound by these [Terms of Use](#) or by Ski California' [Privacy Policy](#).

Disclaimer of Warranties

Your use of the website is at your sole risk. The website is provided on an "as is" and "as available" basis. Ski California expressly disclaims all warranties of any kind, whether express or implied, with respect to this website, its content, the software, or any products or services described on or available on the website, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Ski California makes no warranty that (i) the website will meet your requirements, (ii) the website will be uninterrupted, timely, secure, or error-free or that the results that may be obtained from the use of the website will be accurate or reliable, or (iii) the quality of any products, services, information, or other material purchased or obtained by you through the website will meet your expectations. Any material downloaded or otherwise obtained through the website is done at your own discretion and risk.

Limitation of Liability

To the fullest extent permitted by applicable laws we, on behalf of our employees, agents, suppliers, and contractors, exclude and disclaim liability for any losses and expenses of whatever nature and howsoever arising including, without limitation, any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if Ski California has been advised of the possibility of such damages), arising out of or in connection with the use of the website or any website with which they are linked, or any products or services available on this website, or otherwise resulting from: (i) the use or the inability to use the website; (ii) the cost of procurement of substitute products and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from the website; (iii) unauthorized access to or alteration of your transmissions or data; (iv) statements or conduct of any third party on the website; or (v) any other matter relating to the website. This limitation of liability applies whether the alleged liability is based on contract, negligence, tort, strict liability or any other basis.

These [Terms of Use](#) give you specific legal rights and you may also have other rights which vary from country to country. Some jurisdictions do not allow the exclusion of implied warranties, or certain kinds of limitations or exclusions of liability, so the limitations and exclusions set out in these [Terms of Use](#) may not apply to you. Other jurisdictions allow limitations and exclusions subject to certain conditions. In such a case the limitations and exclusions set out in these [Terms of Use](#) shall apply to the fullest extent permitted by the laws of such applicable jurisdictions. Your statutory rights as a consumer, if any, are not affected by these provisions, and we do not seek to exclude or limit liability for fraudulent misrepresentation.



Terminating Permission to Use Our Website

You may terminate these Terms of Use at any time by ceasing your use of our website, destroying all Ski California Content, software or other intellectual property obtained from the website and all copies and installations thereof, and deleting any accounts you have established on the website. Ski California may terminate these Terms of Use or your access to the website (in whole or in part) at any time if you violate these Terms of Use in any way.

Modifications to Terms of Use

We reserve the right, at our discretion, to change, modify, add, or remove portions of these Terms of Use at any time. Alterations of our website in no way affect the Terms of Use themselves. Please check the Terms of Use periodically for changes. Modifications become effective immediately upon being posted on the website, without further notice to you. Your continued use of our website following the posting of changes to the Terms of Use will mean you accept those changes

Miscellaneous

Unless otherwise specified, the website and its contents are provided solely for providing information. The website are controlled and operated by Ski California from California. As such, any dispute arising under the Agreement shall be resolved exclusively by California state or federal courts, applying California law, regardless of principles of conflicts of laws, and, by your use, you waive any jurisdictional, venue or inconvenient forum objections to such courts for purposes of resolving these disputes. If we fail to enforce any provision of these Terms of Use, it will not be considered a waiver of our rights. If any portion of these Terms of Use is held to be unenforceable, then the remaining clauses and provisions will remain in full force and effect. Any and all warranties, provisions, rights and obligations of the parties herein described and agreed to be performed subsequent to the termination of this agreement shall survive the termination of this agreement. These Terms of Use, including our Privacy Policy and any Additional Terms, constitute the entire agreement between you and Ski California, superseding any prior agreements between you and Ski California with regard to your use of the website. All of our rights and obligations under these Terms of Use are freely assignable by us in connection with a merger, acquisitions, or sale of our assets.

Privacy Policy

Ski California Privacy Policy

Ski California knows that you care how information about you is collected and used. We take great pride in the relationships we have developed with our visitors and we are committed to treating personal information we obtain from you with care and respect. This Privacy Policy (the "Privacy Policy" or "Policy") is designed to inform you about our privacy policies and practices. This Privacy Policy is part of the Terms of Use published on our website.

Scope of the Privacy Policy

The Privacy Policy applies to the personal information we collect when you visit Ski California's website where the Privacy Policy is posted. When we use the term "personal information," we mean information that identifies a particular individual, such as the individual's name, postal address, e-mail addresses, and telephone number. When other information (such as consumer preferences or demographic information) is directly associated with personal information, this other information is treated as personal information.

Consent to the Policy

By visiting our website, you agree to the collection, use and disclosure of your personal information as described in this Privacy Policy. If you do not consent to the collection, use and disclosure of your personal information as described in this Privacy Policy, you should not use our website.



Personal Information We Collect and How We Use It

We collect the following types of personal information through our website:

Information You Actively Provide.

We collect the personal information you actively provide when you use one of our website. We use the personal information you provide to deliver the products and services that you request, or to process purchases you have made on our website.

On our website, you might submit information about other people. For example, if you order a Gold Pass as a gift and want to send it directly to the recipient, you must submit the recipient's name and address. We use this information only to send the pass and provide the service requested.

Information Provided by Others.

From time to time, we may supplement the information you give us with information from third parties. For example, we may supplement your profile with demographic and preference data or we may correct mailing addresses by using public sources. We may also use this information to further personalize our website and improve your experience while you are on our website.

Information Sent to Us by Your Web Browser.

We collect information that is automatically sent to us by your web browser. This information typically includes your IP address; the name and version of your operating system; the name and version of your browser; the page you were visiting before you accessed our website; and the date and time of your visit. The information we receive depends on the settings of your browser. Please check your browser if you want to learn what information your browser sends or how to change your settings. Generally, we use this information to create statistics that help us improve our website and make them more compatible with the technology used by our visitors. This information is also used for marketing purposes and to improve your experience on the website.

We may collect IP addresses for purposes of system administration, to report traffic data to our corporate partners, and to audit the use of our website. Although the information provided by your browser does not identify you personally, this data can be combined with other data to personally identify you.

Cookies.

We also may use "cookies" as a method to gain dependable and consistent traffic data. A "cookie" is a small piece of data that is sent to your browser from a web server and stored on your computer's hard drive. We may use cookies to help us provide customizable services. Cookies may also be used by Ski California corporate partners on co-branded web pages. You can choose whether to accept cookies by changing the settings of your browser. If you choose not to accept these cookies, your experience at our website and other websites may be diminished and some features will not work as intended.

Advertising Servers.

We may hire other companies to place our banner ads on other websites. Those companies may perform tracking and reporting activities on the ads they serve for us, as well as user reaction. They would not collect any information other than IP addresses and behaviors associated with those IP addresses on our behalf, and we will not give any personal information to them. Third-party advertising servers are subject to their own privacy policies. Our service providers are bound by contract to keep your personal information confidential and use it only to perform services on our behalf.



Disclosure of Your Personal Information

Ski California does not sell your personal information to outside marketers or advertisers. Under limited circumstances we may disclose the personal information we collect with outside parties for specific purposes. Those circumstances are described below along with some of the steps we take to limit the manner in which your personal information is used.

We may share your information with companies that provide support services to us (such as credit card processors, mailing houses, or web hosts,) or that help us market our products and services (such as email vendors). These companies may need information about you in order to perform their functions. These companies are only authorized to use the personal information we share with them for the purpose of delivering the service we hire them to provide. In addition, we only disclose the information they need to provide the specific service or function. We will not sell your personal information to third party marketing or advertising firms.

Personal information collected on any of the website may also be shared with members of Ski California.

If some or all of the business assets of one of our companies or website are sold or transferred, we generally would transfer the corresponding information regarding our guests and customers to the acquiring business so that they can continue to operate the business, but your information would remain subject to this Policy.

In certain special cases, we may disclose your personal information when we have reason to believe that disclosing this information is necessary to identify, contact or bring legal action against someone who may be causing injury to you, Ski California or someone else. We may also disclose your personal information when we believe the law requires it, or in response to any demand by law enforcement authorities in connection with a criminal investigation, or civil or administrative authorities in connection with a pending civil case, administrative investigation or investigation conducted by Ski California.

Links to Third-Party Websites

Our website contains direct links to website offered by third parties. Some of these website are authorized to use Ski California brands or logos. Those third-party website are not covered by this [Privacy Policy](#).

Some of the websites may give you the option of sharing your thoughts, personal information, or skiing and snowboarding experiences automatically on their platforms. If you choose to share information with a third-party site such as Twitter, Facebook, or Instagram, the information you choose to share on those website is not subject to this [Privacy Policy](#). You should review the privacy policies of those websites to make an informed decision about whether to share your information on those websites. Further, you should review your account settings on those websites to ensure that you are comfortable sharing your information with the audience chosen in that account.

Children's Privacy

We will not knowingly collect personal information on our website from children under the age of 13 without the prior consent of the child's parent or guardian. If you believe that a child under the age of 13 may have provided personal information to us without consent of the child's parent or guardian, please contact us at info@skicalifornia.org.

You may not make purchases on our website if you are under the age of 13. The website are not directed to individuals under the age of 13, nor do they contain information which would be potentially harmful to minors in any way. However, we advise all visitors to the website under the age of 13 not to disclose or provide any personally identifiable information. In the event that Ski California discovers that a child under the age of 13 has provided personally identifiable information to us, we will delete the child's personally identifiable information in accordance with the Children's Online Privacy Protection Act of 1998.



Notwithstanding the foregoing, pursuant to 47 U.S.C. Section 230 (d), as amended, we hereby notify you that parental control protections are commercially available to assist you in limiting access to material that is harmful to minors. More information on the availability of such software can be found through publicly available sources. You may wish to contact your Internet Service Provider for more information.

Please see the Federal Trade Commission's website for this act:
<http://www.ftc.gov/bcp/conline/edcams/kidzprivacy/> for more information.

How We Protect Your Information

Ski California has appropriate physical, technological, and organizational safeguards and security measures in place to attempt to protect against the loss, misuse, unauthorized access or disclosure of your personal information under our control. However, it is important that you understand that no website or database is completely secure, or "hacker proof." You can reduce many risks by using up to date antivirus software.

Changes to the Privacy Policy

We may change this Privacy Policy from time to time, by posting the revised Privacy Policy on our website. The changes will only apply to the personal information we collect after we have posted the revised Privacy Policy. It is your responsibility to check this website for updates as you will be bound by them if you choose to visit our website.

Visitors Who Access Our Website From Outside the United States

Our website and databases may be hosted on Web servers located in the United States or other countries. We share the personal information we collect with our third-party service providers, and others around the world as described in this [Privacy Policy](#). When we transfer your personal information to another country, we will take appropriate measures to protect your privacy and personal information. By using one of our website, you are consenting to the transfer of your personal information to any country in the world in accordance with this [Privacy Policy](#).

The website are U.S. website and are governed by U.S. law. If you do not wish to consent to U.S. law or this [Privacy Policy](#), you should not share information with us or use our website.

Contact Us

If you have questions about this [Privacy Policy](#) or the practices of our website, please contact info@skicalifornia.org.

Effective Date of this Privacy Policy

This Privacy Policy was updated on August 16, 2018, and is effective as of that date.