

# International Academic Competitions

## PRIVACY POLICY

**EFFECTIVE DATE: JANUARY 27, 2023**

National History Bee and Bowl, LLC, DBA International Academic Competitions  
PO Box 5659, Burlington VT, 05402

### **Privacy Policy**

This privacy policy (“Privacy Policy”) describes how we collect, use, share, and protect information that we collect. This Privacy Policy applies to National History Bee and Bowl, LLC, DBA International Academic Competitions and its subsidiary competitions linked from iacompetitions.com, its mobile applications, and any other websites or applications associated with International Academic Competitions (collectively, the “Site”, hereafter IAC). This Privacy Policy does not apply to websites and services that are owned and operated by third parties.

We understand the importance that our competitors and their families and coaches place on privacy and have designed this Privacy Policy to describe our information-gathering and dissemination practices. You agree to this Privacy Policy when you: 1) access or use any Site; and/or 2) agree to receive e-mail from us. If you do not agree to this Privacy Policy, please do not use this Site.

This Privacy Policy went into effect on the date noted above. Please note that we reserve the right to review and update this Privacy Policy from time to time. If we make any material changes to the Privacy Policy, we will notify you by means of a general notice on this Site prior to the change taking effect. If you use a Site after the updated Privacy Policy becomes effective, you will be deemed to have agreed to the updated Privacy Policy.

### **INFORMATION WE COLLECT**

- **Information Provided When You Contact Us.** Upon your affirmative communication, we may collect Personal Information that you provide to us voluntarily when you contact us with a question or comment about our competitions and programs. Typically, we will collect the following type of information: (1) name of sender and relationship to child (e.g., parent, guardian, teacher, coach), (2) name of child, (3) age of child, (4) email address(s), (5) phone number(s), (6) general geographic location and/or nationality, (7) school, (8) grade, and/or (9) a copy of the communication(s) received from and sent to you. Please do not provide any other Personal Information upon initial contact without a specific request.
- **Information Provided by Sponsors upon ORQE Registration.** The ORQE website collects information from sponsors that is different from our usual contact procedure. Upon registration for the ORQE, we will collect the following

information: (1) name of Sponsor and relationship to child (e.g., parent, guardian, teacher, coach), (2) email address(s), (3) general geographic location and/or nationality, (4) school, (5) grade.

- **Information Provided by Children upon ORQE Registration.** The ORQE website will collect information from your child upon their registration for an exam, in addition to the information collected from Sponsors. When a child registers for the ORQE, we may collect the following information: (1) name of child, (2) school, (3) grade, (4) registered sponsor's email address, and (5) email address of a parent or guardian.
- **Information Provided by You Upon Registration.** When you register for a competition, we may collect the following information: (1) name of registrant and relationship to child (e.g., parent, guardian, teacher or coach), (2) name of child, (3) age of child, (4) email address(s), (5) phone number, (6) home address and nationality, (7) school, (8) grade; (9) allergies, (10) billing information; (11) payment information; (12) username/password; (13) address(s); (14) competition history and (15) competition performance. Please do not provide any other Personal Information upon registration without a specific request.
- **Passively Collected Information:** When you access our website, we automatically collect your computer or device's internet protocol (IP) address and other technical information about your computer or device and website usage, such as your browser type and version, time zone setting, and operating system and platform. For more information, please see the "Our Use of Cookies, Log Files or Trackers" section below.

## USE AND HANDLING OF YOUR PERSONAL INFORMATION

International Academic Competitions uses the information we collect from you to provide services to you. This includes: (1) recommending specific competitions to enter; (2) providing services to competitors, potential competitors, and family members including but not limited to organizing the competition, organizing logistical arrangements (e.g., hotel, flights) for the competitors, and reporting results to competitors; and (3) marketing the success of our competitors and our competitions. In order to do so, we might need to share your information with third party partners. We do not provide your personal information to third parties for any purpose other than the purposes described in this Privacy Policy.

In no instance will IAC sell your personal information. IAC defines "sell" as transferring your personal information to a third party for financial gain that does not specifically tie to the services rendered or marketed by IAC.

## STORAGE AND PROTECTION OF YOUR INFORMATION

IAC follows industry standards on information security management to safeguard your information. We take steps to ensure that your Personal Information is protected from unauthorized access and against unlawful processing, accidental loss, destruction and

damage. We will only keep your Personal Information for as long as we reasonably require, and in any event, only for as long as the relevant laws allow. Please note that your information is stored in the United States and will be subject to applicable U.S. privacy and data protection laws.

[If you create a login and password, you are responsible for safeguarding your login information and keeping your password confidential. We advise against sharing your password with anyone.]

Unfortunately, the transmission of information via the internet is not completely secure, and although we will take steps to protect your Personal Information, we cannot guarantee the security of your Personal Information transmitted via the Site or any other means, and transmission is therefore at your own risk.

IAC retains your personal information for a length of time related to its reasonable use to the business, in particular:

- **Account Login:** Your login and password information are retained indefinitely, until such time as you request for us to remove your account.
- **Exam Records and Contact Information:** Personalized exam records from the Online Regional Qualifying Exam are retained for up to 3 years, or as long as relevant laws allow (whichever is shorter).
- **Competition Registration and Results:** Competition information, including registration information and any results are retained indefinitely.

## USE OF COOKIES, LOG FILES, ETC.

- **Cookies:** Cookies are pieces of data that sites and services can set on your browser or device that can be read on future visits. At the present time, IAC does not directly employ the use of cookies on its website. We do however use third party website analytics such as Google Analytics which employs cookies to collect certain information concerning your use of our services. The results of the analytics are provided to us in an aggregated presentation. Further, you can disable cookies by changing your browser settings. Further information about the procedure to follow in order to disable cookies can be found on your Internet browser provider's website via your help screen. To learn more about how Google Analytics collects and processes data and the choices Google may offer to control these activities, you may visit <http://www.google.com/intl/en/policies/privacy/partners/>.
- **Log Files:** As is true of most websites, we may gather certain information automatically and store it in log files. This information includes internet protocol (IP) addresses, browser type, internet service provider (ISP), referring/exit pages, the files viewed on our site, operating system, date/time stamp, and clickstream data. We use this information to analyze website trends, performance of our website, and to gather demographic information. We do not specifically link this information to our visitors.

- **Beacons:** Beacons are programming codes that are designed to collect information about your interactions with the website. We currently do not employ any beacons on our website.
- **"Do Not Track" Technology:** Some newer web browsers have a "Do Not Track" preference that transmits a "Do Not Track" header to the websites you visit with information indicating that you do not want your activity to be tracked. We currently do not respond to browser "Do Not Track" signals.
- **Third Party Advertising:** We currently do not use any third party advertising applications that utilize cookies on our website.

## QUESTIONS OR COMMENTS

If you would like to receive further information about this Policy or any of our safeguards, please contact us at [PO Box 5659, Burlington VT, 05402] or via email at [info@iacompetitions.com].

## OPT OUT POLICY

To stop receiving newsletters or marketing communication from us, please use click "Unsubscribe" below or send an email to [info@iacompetitions.com] with "UNSUBSCRIBE" in the subject line along with the contact information you would like to have opted-out.

### Unsubscribe

Please note that if you opt-out, you might still receive service-related communications when it is necessary for us to do so. You may stop even these service-related communications by sending an email to [info@iacompetitions.com] with "UNSUBSCRIBE AND DELETE ACCOUNT" in the subject line along with the contact information you would like us to delete permanently.

## RIGHT TO KNOW / RIGHT TO ACCESS / RIGHT TO DELETE

You may request to know, access, or delete your personal information that is stored with use, absent a valid and lawful purpose for maintaining such information. Please email [info@iacompetitions.com](mailto:info@iacompetitions.com) with your request. We will respond to your request within ten (10) business days. Please note that we may need to verify your identity before granting any access or information about your personal information.

## MISCELLANEOUS

- **International Transfers of EU Customers' Personal Information.** We will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this Privacy Policy. If you are from regions with laws governing data collection and use that may differ from U.S. law, please note that you are transferring your personal information to the U.S. which does not have the same data protection laws as the EEA and may provide more limited recourse mechanisms, including dissimilar or, at times, weaker data protection rights. With knowledge of these risks, by providing your personal information you consent to: (i) the use of your personal information for the uses identified above in accordance with this Privacy Policy; and (ii) the transfer of your personal information to the U.S. as indicated above.
- **Adult Sponsorship.** The Online Regional Qualifying Exam is available to children to participate in-school at the supervision of their teachers. In all circumstances, registration for the ORQE, or participation in any International Academic Competitions event requires the consent of a registered Parent or Sponsor (teacher, coach, principal, etc). In some circumstances, we permit children to include an email address for a parent or guardian, so that they might also track their child's results.
- **Children's Privacy.** Visitors under 13 years of age may use our websites with the supervision of a Parent or Guardian, Sponsor, or Teacher. We do not knowingly solicit or collect information from visitors under 13 years of age except information provided by, or with the express permission and under the direct supervision of, their parent or legal guardian, or other sponsor for the sole purpose of enabling the child's participation in an International Academic Competitions event. If you are under 13 years of age, please do not submit any information to us without permission from your parent or legal guardian. In the event that we learn that a person under the age of 13 has provided us with personal information without permission from a parent or legal guardian, we will delete such personal information. We encourage parents and guardians to spend time online with their children and to participate and monitor the interactive activities of their children.
- **Disputes, Agreement to Arbitrate, and Choice of Law.** All disputes relating in any way, directly or indirectly, for any breach or alleged breach of this Privacy Policy will be subject to arbitration before a single arbitrator who shall be a retired judge or justice. All arbitration proceeding shall be conducted according to the Streamlined Rules of JAMS. The seat of the arbitration shall be New York, New York and the language of the arbitration shall be English. You agree that the arbitrator will decide any and all disputes including any dispute about the scope of this arbitration agreement, and including all questions about the types of disputes that are subject to this arbitration agreement. You acknowledge and agree that in any arbitration proceeding no depositions will be taken, discovery shall be limited to the exchange of the documents on which each party intends to rely during the hearing and affidavits from any witnesses the party intends to

present at the hearing. If a party submits an affidavit from a witness, the affidavit shall constitute the witness's direct examination hearing testimony, and the opposing party shall have the right to cross examine the witness during the hearing. Absent agreement by both parties and the arbitrator, the arbitration hearing shall be held not later than ninety (90) calendar days after the filing of the demand, and the arbitrator shall issue a reasoned award not later than thirty (30) calendar days after the conclusion of the hearing. Further, in any arbitration proceeding, (i) there shall be no award of punitive, exemplary, incidental or consequential or other special damages, (ii) the parties shall conduct the arbitration confidentially and expeditiously, and (iii) the parties shall pay their own costs and expenses of arbitration, including their own attorneys' fees. You also agree not to join your claim with the claim of any other person who is not a member of your immediate family (i.e., parent, sibling, or child) or in a legal guardianship relationship with you, and you specifically agree that you are waiving any right to pursue claims as a class action in federal or state court or in arbitration. The proceeding and the decision shall be kept confidential by the parties. All claims you may have under this Privacy Policy must be brought within one (1) year of the date on which the claim arose.

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This Privacy Policy is current as of the effective date set forth below. By using this Site, you accept all of the terms of this Privacy Policy. If you do not agree, please do not use this Site and/or our services. Your continued use of this Site and/or continued provision of personally identifiable information to the National History Bee and Bowl, LLC DBA International Academic Competitions subject to the current Privacy Policy as posted here. We may update this Privacy Notice at any time, and we will make an updated copy of any such Privacy Notice available on this Site. If you have any questions, please contact us at [info@iacompetitions.com](mailto:info@iacompetitions.com).