

## **Guerrilla Entertainment LLC Private Policy and Terms and Conditions.**

This policy discloses the privacy practices and terms and conditions for Guerrilla Entertainment LLC, its website [www.guerrillafun.com](http://www.guerrillafun.com), DBA Midwest Drone Racing®, and Flight Club. Guerrilla Entertainment LLC/Midwest Drone Racing®/ Flight Club/ and/or Website (Hereafter referred to as “We”, “Us”, “Our” and/or “Website”).

This privacy policy and terms and conditions applies to information collected by us. This policy is intended but not limited to, notifying you of the following:

1. What personally identifiable information is collected from you by us, how it is used and with whom it may be shared.
2. What choices are available to you, regarding the use of your information.
3. The security procedures in place to protect the misuse of your information.
4. How you can correct any inaccuracies of your information.

### **Information Collection, Use, and Sharing**

We are the sole owners of the information collected by us. We only have access to collect information that you voluntarily give us via email or other direct contact from you. We do not sell or rent this information to anyone.

We do use your information to respond to you, regarding the reason you contacted us. We will not share your information with any third party outside of our organization, other than as necessary to fulfill your request, e.g. to invoice an event hosted by us, unless deemed a violation of this policy and its terms and conditions.

Unless you request us not to, we may contact you via email in the future to tell you about specials, new products or services, or changes to this Privacy Policy and Terms and Conditions.

### **Your Access To and Control Your Information**

You may opt out of any future contact from us at any time. You can do the following at any time by contacting us via the email address or written letter using the address provided on our website and in this policy:

- See what data we have about you, if any.
- Change/correct any data we have about you.
- Have us delete any data we have about you.
- Express any concern you have about our use of your data.

## **Security**

We take precautions to protect your information. When you submit sensitive information via the website, your information is protected both online and offline.

Whenever we collect sensitive information (such as credit card data), that information is encrypted and transmitted through a third party in a secure way. You can verify this by looking for a closed lock icon at the bottom of your website browser, or looking for "https" at the beginning of the address of the website page.

While we use encryption to protect sensitive information transmitted online, we also protect your information offline. Only employees who need the information to perform a specific job (for example, billing or customer service) are granted access to personally identifiable information. The computers/servers in which we store personally identifiable information are kept in a secure environment.

## **Updates**

Our Privacy Policy and Terms and Conditions may change from time to time and all updates will be posted in this document.

## **Registration**

Registration submissions are collected via an electronic form on the website. During registration a user is required to give certain information, such as name and email address. This information is used to contact you about the products/services on our website in which you have expressed interest. At your discretion, you may also provide demographic information, such as gender or age, about yourself but it is not required.

Please note; the registration form is not an official event confirmation for the established event.

By check marking the box field the payee and/or pilot and/or representative of participating pilot, agree to the Private Policy, Terms and Conditions and Midwest Drone Racing Rules and Regulations.

## **Bookings for Event**

After receiving your registration request, we will send, to the email provided, an invoice to be paid within two days of the event. We request information from you on our registration form to book events hosted by us. You must provide contact information (like name and address) and financial information (like credit card number, expiration date) to a third party collections. This information is used for billing purposes and to confirm your booking for the event. If we have trouble processing an order, we will use this information to contact you.

Please note; the payee and/or pilot and/or representative of participating pilot, will not receive confirmation of the booking of the event until payment has been received in full for that event. When the payment is received and processed an email will be sent to the email address provided confirming the event.

Event bookings are based on “first come, first serve” basis due to limited spots available at the hosted events. If an invoice is received and paid and the event becomes full before the time of payment received by us, a full refund will be made to the payee.

The event and rental of timing transponder is non-refundable. If a rented timing transponder is not returned by the end of the event, the payee and/or pilot and/or representative of participating pilot for that event will be charged for the full amount of the cost plus an additional 30% fee of the timing transponder. Any unpaid invoices of the unreturned timing transponders will prohibit the payee and/or pilot and/or representative of participating pilot from the next event.

In case of an event cancellation, e.g. poor weather conditions, etc, a new event day will be scheduled for the cancelled event and will be made at a later date within that calendar year. If the new event cannot be accommodated by us, a refund of monies acquired for the event will be refunded to that payee.

The pilot for the event must agree to the [Midwest Drone Racing Rules and Regulations](#) prior to event registration and payment of invoice.

## **Cookies**

We use "cookies" on this website. A cookie is a piece of data stored on a website visitor's hard drive to help us improve your access to our website and identify repeat visitors to our website. For instance, when we use a cookie to identify you, you would not have to log in a password more than once, thereby saving time while on our website. Cookies can also enable us to track and target the interests of our users to enhance the experience on the website. Usage of a cookie is in no way linked to any personally identifiable information on our website.

## **Sharing**

We share aggregated demographic information with our partners and advertisers. This is not linked to any personal information that can identify any individual person.

And/or:

We use an outside third party processing company to bill users for goods and services. These companies do not retain, share, store or use personally identifiable information for any secondary purposes beyond filling your requests. We recommend that you review the third party company's processing private policy and their terms and conditions before paying the event invoice. Their information can be located on the invoice emailed to the payee. We are not responsible or liable for the third party policy and their terms and conditions.

And/or:

We may partner with another party to provide specific services. When the user signs up for these services, we may share names, or other contact information that is necessary for the third party to provide these services. These parties are not allowed to use personally identifiable information except for the purpose of providing these services. We recommend that you review the third party company's processing private policy and their terms and conditions. We are not responsible or liable for the third party policy and their terms and conditions.

## Parental Controls

We cannot prohibit minors from visiting our website, and must rely on parents and guardians to decide what materials are appropriate for children to view and purchase. There are parental control protections (such as computer hardware, software or filtering services) available that may assist you in limiting access to material that is harmful to minors. You can find information about parental controls at <http://onguardonline.gov>. We do not endorse the products or services listed on our website.

## Links

This website contains links to other websites. Please be aware that we are not responsible or liable for the other websites content or their privacy practices and terms and conditions. We encourage our users to be aware when they leave our website and to read the privacy and terms and conditions statements of any other website that collects personally identifiable information. We do not endorse the products or services listed on our website.

## Surveys & Contests

From time-to-time our website requests information via surveys or contests. Participation in these surveys or contests is completely voluntary and you may choose whether or not to participate and therefore disclose this information. Information requested may include contact information (such as name and shipping address), and demographic information (such as zip code, age level). Contact information will be used to notify the winners and award prizes. Survey information will be used for purposes of monitoring or improving the use and satisfaction of this website.

## Our Contact information

**Email:** [mac@guerrillafun.com](mailto:mac@guerrillafun.com)

**Address:**

Guerrilla Entertainment LLC  
PO Box 63  
Hopkins, MN 55343-7476 USA

## Code of Conduct

You agree that you will comply with all applicable laws, rules and regulations, and that you will not:

- Restrict or inhibit any other person from using the website;
- Use the website for any unlawful purpose;
- Express or imply that any statements you make are endorsed by us, without our prior written consent;
- Impersonate any person or entity, whether actual or fictitious, including any employee or representative of our company;
- Submit (a) any content or information that is unlawful, fraudulent, libelous, defamatory, or otherwise objectionable, or infringes our or any third party's intellectual property or other rights; (b) any non-public information about companies without authorization; or (c) any

advertisements, solicitations, chain letters, pyramid schemes, surveys, contests, investment opportunities or other unsolicited commercial communication;

- Submit, or provide links to, any postings containing material that could be considered harmful, obscene, pornographic, sexually explicit, indecent, lewd, violent, abusive, profane, insulting, threatening, harassing, hateful or otherwise objectionable, includes the image or likeness of individuals under 18 years of age, encourages or otherwise depicts or glamorizes drug use (including alcohol and cigarettes), characterizes violence as acceptable, glamorous or desirable, or contains any personal contact information or other personal information identifying any third party;
- Submit, or provide links to, any postings containing material that harasses, victimizes, degrades, or intimidates an individual or group of individuals on the basis of religion, race, ethnicity, sexual orientation, gender, age, or disability;
- Engage in spamming or flooding;
- Harvest or collect information about website users;
- Order a number of invoices for an event that exceeds the stated limit for that event;
- Use any password or code to participate in a presale or other offer on the website. If you did not receive the invoice from us or if you violate the terms of the presale or offer; or
- Use any area of the website for commercial purposes, such as to conduct sales of invoices, products or services.

### **Event and Venue Operations**

We host Midwest Drone Racing events in several locations throughout the Midwest. Each event and venue website for the hosted events have additional Privacy Policy's and Terms and conditions. We encourage you take the time to review these event and venues policies. We are not responsible or liable for the event/venues privacy policy and their terms and conditions.

### **Violation of these Terms**

We may investigate any violation of these Terms, including unauthorized use of the website. We may provide law enforcement with information you provide to us related to your transactions to assist in any investigation or prosecution of you. We may take legal action that we feel is appropriate. You agree that monetary damages may not provide us a sufficient remedy and that we may pursue injunctive or other relief for your violation of these terms and conditions. If we determine that you have violated these terms and conditions or the law, or for any other reason or for no reason, We may cancel your account, delete all your user content and prevent you from accessing the website at any time without notice to you. If that happens, you may no longer use the website or any content. You will still be bound by your obligations under these terms and conditions. You agree that we will not be liable to you or any third party for termination of your access to the website or to your account or any related information, and we will not be required to make the website or your account or any related information available to you. We may also cancel any invoice or merchandise order, and invoices or merchandise acquired through your order. We may refuse to honor pending and future purchases made from all accounts we believe may be associated with you, or cancel an invoice or invoice order associated with any person we believe to be acting with you, or cancel your invoice postings, or exercise any other remedy available to us.

## **Disclaimer of Warranties**

We provide the website and the content to you “as is” and “as available”. We try to keep this website up, bug-free and safe, but you use it at your own risk. To the fullest extent permissible by law, we disclaim all warranties, express or implied, including any warranty of title, non-infringement, accuracy, merchantability, fitness for a particular purpose, or warranties that may arise from course of dealing or course of activities, or usage of trade. We do not guarantee that the website will always be safe, secure or error-free or that the website will always function without disruptions, delays or imperfections. We are not responsible for the actions or information of third parties, and you release us from any claims and damages, known and unknown, arising out or in any way connect with any claim you have against any such third parties. Some jurisdictions do not allow the exclusion of implied warranties, so some of these exclusions may not apply to you. If you are a California resident, you waive California Civil Code §1542, which says: A general release does not extend to claims which the creditor does not know or suspects to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his settlement with the debtor.

## **Limitation of Liability**

sUAS or “Drones”, debris and other objects may fly into the spectator and pilot areas during an event. Despite spectator and pilot “guarding”, injury can occur. Stay alert at all times before, during and after event races. If struck, immediately ask for directions to a medical station. You voluntarily assume all risks and danger incidental to the event for which the invoice is issued, whether occurring before, during or after the event, and you waive any claims for personal injury or death against us, management, facilities, leagues, artists, other participants, and all of our respective parents, affiliated entities, agents, officers, directors, owners and employees on behalf of yourself and any accompanying minor. You bear all risks of inclement weather. Event dates and times are subject to change.

In no event will we or our event providers, suppliers, advertisers and sponsors, be responsible or liable to you or anyone else for, and you hereby knowingly and expressly waive all rights to seek, direct, indirect, incidental, special or consequential damages of any type other than event invoice expenses, and any rights to have damages multiplied or otherwise increase, arising out of or in connection with the website, the content, or any product or services purchased through the website, even if we have been advised of the possibility of damages, and regardless of whether the claim is based upon any contract, tort, or other legal equitable theory. Without limiting the foregoing, you expressly acknowledge and agree we will have no liability or responsibility whatsoever for (a) any failure of another user of the website to conform to the codes of conduct, (b) personal injury or property damage, of any nature whatsoever, whether arising in contract or in tort, resulting from your access to and use of our website, (c) any unauthorized access to or use of our secure servers and/or any and all personal information and/or financial information stored therein, (d) any bugs, viruses, worms, Trojan horses, defects, data bombs, time bombs or other items of a destructive nature which may be transmitted to or through our website, (e) any errors, mistakes, inaccuracies or omissions in any content, or (f) any lost, stolen or damaged invoices, or failure of event/venue to honor an invoice. Your sole and exclusive remedy for dissatisfaction with the website is to stop using the website. The limitations in the section will apply even if any limited remedy fails of its essential purpose. The allocations of risk between us is an essential element of the basis of the bargain between us. Our aggregate liability arising out of these terms and conditions or the use of the website will not exceed the greater of the invoice for the event. Some

jurisdictions do not allow the exclusion or limitation of damages, so these may not apply to you, in such cases, our liability will be limited to the fullest extent permitted by applicable law. In no event will attorney's fees be awarded or recoverable.