



TERMS AND CONDITIONS

Buffalo Bill Days is dedicated to providing a safe event experience for all participants involved including attendees, sponsors, vendors, staff, exhibitors, and anyone else that will be present at the event.

Given that the responsibility of a safe in-person event is equally shared among event organizers, event vendors, event sponsors, and event attendees, Buffalo Bill Days (BBD) has developed the following code of conduct to which all participants need to abide by. This document outlines a collection of rules and regulations that include what is and is not acceptable or expected behavior and should serve as a reminder that if we all collectively respect the significance of this contribution, we are advocating for the well-being of our fellow global citizens.

EXPECTED BEHAVIOR

Before Leaving Home

Follow relevant guidance provided by the Centers for Disease Control and Prevention (CDC), World Health Organization (WHO), or your local health authority.

Adhere to government issued travel restrictions and guidance issued by the region you will be travelling to and the region you are travelling from.

Evaluate your own health and that of people you are in close contact with; contact the meeting/event organizers if you have concerns.

Stay home if you feel sick.

Add to your phone's address book the event organizer's contact information listed at the end of this document.

On-site During the Event

Abide by the venue and BBD's rules

Assume all risks of attending an in-person event, including the potential risk of becoming infected with COVID-19

Follow guidance from the local health authority, for everyday preventive actions to help prevent the spread of respiratory viruses, including:

Washing hands often with soap and water for at least 20 seconds, or an alcohol-based sanitizer with at least 60% alcohol.

Avoiding touching eyes, nose, and mouth with unwashed hands.

Covering your nose and mouth when coughing or sneezing. Throw used tissues in the trash.

UNACCEPTABLE BEHAVIOR

Being negligent and unwilling to follow the rules and regulations listed in this code of conduct, even after a verbal warning has been provided by the BBD team.

WITNESSING UNACCEPTABLE BEHAVIOR

If at any point you feel unsafe because another participant is not following the code of conduct, please contact BBD. Contact information can be found at the end of this document.

PRIVACY POLICY

Buffalo Bill Days respects your privacy and are committed to protecting it through our compliance with this policy.

This policy describes the types of information we may collect from you or that you may provide when you visit this website (our "Website") and our practices for collecting, using, maintaining, protecting and disclosing that information.

This policy applies to information we collect:

On this Website.

In e-mail, text and other electronic messages between you and this Website.

Through mobile and desktop applications you download from this Website, which provide dedicated non-browser-based interaction between you and this Website.

When you interact with our advertising and applications on third-party websites and services, if those applications or advertising include links to this policy.

It does not apply to information collected by:

Us offline or through any other means, including on any other website operated by Company or any third party (including our affiliates and subsidiaries); or

Any third party (including our affiliates and subsidiaries), including through any application or content (including advertising) that may link to or be accessible from or on the Website.

Please read this policy carefully to understand our policies and practices regarding your information and how we will treat it. If you do not agree with our policies and practices, your choice is not to use our Website. By accessing or using this Website, you agree to this privacy policy. This policy may change from time to time. Your continued use of this Website after we make changes is deemed to be acceptance of those changes, so please check the policy periodically for updates.

CHILDREN UNDER THE AGE OF 13

Our Website is not intended for children under 13 years of age. No one under age 13 may provide any personal information to or on the Website. We do not knowingly collect personal information from children under 13. If you are under 13, do not use or provide any information on this Website or on or through any of its features/register on the Website, make any purchases through the Website, use any of the interactive or public comment features of this Website or provide any information about yourself to us, including your name, address, telephone number, e-mail address or any screen name or user name you may use. If we learn we have collected or received personal information from a child under 13 without verification of parental consent, we will delete that information. If you believe we might have any information from or about a child under 13, please contact us via goldenbuffalodays@gmail.com.

INFORMATION WE COLLECT ABOUT YOU AND HOW WE COLLECT IT

We collect several types of information from and about users of our Website, including information:

By which you may be personally identified, such as name, postal address, e-mail address, telephone number, insurance information/any other identifier by which you may be contacted online or offline (“personal information”);

About your internet connection, the equipment you use to access our Website, and usage details.

We collect this information:

Directly from you when you provide it to us.

Automatically as you navigate through the site. Information collected automatically may include usage details, IP addresses, and information collected through cookies.

Information You Provide to Us

The information we collect on or through our Website may include:

Information that you provide by filling in forms on our Website. This includes information provided at the time of registering for a service on our Website or using the interactive map feature. We may also ask you for information when you report a problem with our Website.

Records and copies of your correspondence (including name, email addresses and other information, if provided), if you contact us.

Details of transactions you carry out through our Website and of the fulfillment of your orders. You may be required to provide financial information before placing an order through our Website.

Your search queries on the Website.

Information We Collect Through Automatic Data Collection Technologies

As you navigate through and interact with our Website, we may use automatic data collection technologies to collect certain information about your equipment, browsing actions, and patterns, including:

Details of your visits to our Website, including traffic data, location data, logs, and other communication data and the resources that you access and use on the Website.

Information about your computer and internet connection, including your IP address, operating system, and browser type.

The information we collect automatically is only statistical data and does not include personal information, but we may maintain it or associate it with personal information we collect in other ways or receive from third parties. It helps us to improve our Website and to deliver a better and more personalized service, including by enabling us to:

Estimate our audience size and usage patterns.

Speed up your searches.

Recognize you when you return to our Website.

The technologies we use for this automatic data collection may include:

Cookies (or browser cookies). A cookie is a small file placed on the hard drive of your computer. You may refuse to accept browser cookies by activating the appropriate setting on your browser. However, if you select this setting you may be unable to access certain parts of our Website. Unless you have adjusted your browser setting so that it will refuse cookies, our system will issue cookies when you direct your browser to our Website.

Flash Cookies. Certain features of our Website may use local stored objects (or Flash cookies) to collect and store information about your preferences and navigation to, from, and on our Website. Flash cookies are not managed by the same browser settings as are used for browser cookies. For information about managing your privacy and security settings for Flash cookies, see [Choices About How We Use and Disclose Your Information](#).

Web Beacons. Pages of our the Website may contain small electronic files known as web beacons (also referred to as clear gifs, pixel tags, and single-pixel gifs) that permit the Company, for example, to count users who have visited those pages or and for other related website statistics (for example, recording the popularity of certain website content and verifying system and server integrity).

We do not collect personal information automatically, but we may tie this information to personal information about you that we collect from other sources or you provide to us.

THIRD-PARTY USE OF COOKIES AND OTHER TRACKING TECHNOLOGIES.

Some content or applications, including advertisements, on the Website are served by third-parties, including advertisers, ad networks and servers, content providers and application providers. These third parties may use cookies alone or in conjunction with web beacons or other tracking technologies to collect information about you when you use our website. The information they collect may be associated with your personal information or they may collect information, including personal information, about your online activities over time and across different websites and other online services. They may use this information to provide you with interest-based (behavioral) advertising or other targeted content.

We do not control these third parties' tracking technologies or how they may be used. If you have any questions about an advertisement or other targeted content, you should contact the responsible provider directly.

HOW WE USE YOUR INFORMATION

We use information that we collect about you or that you provide to us, including any personal information:

To present our Website and its contents to you.

To provide you with information, products or services that you request from us.

To provide you with information about our services

To provide you with notices about your account/subscription, including expiration and renewal notices.

To carry out our obligations and enforce our rights arising from any contracts entered into between you and us, including for billing and collection.

To notify you about changes to our Website or any products or services we offer or provide through it.

To allow you to participate in interactive features on our Website.

In any other way we may describe when you provide the information.

To fulfill any purpose for which you provide it.

For any other purpose with your consent.

We may use the information we have collected from you to enable us to display advertisements to our advertisers' target audiences. Even though we do not disclose your personal information for these purposes without your consent, if you click on or otherwise interact with an advertisement, the advertiser may assume that you meet its target criteria.

DISCLOSURE OF YOUR INFORMATION

We may disclose aggregated information about our users, and information that does not identify any individual, without restriction.

We may disclose personal information that we collect or you provide as described in this privacy policy:

To our subsidiaries and affiliates.

To contractors, service providers and other third parties we use to support our business and who are bound by contractual obligations to keep personal information confidential and use it only for the purposes for which we disclose it to them.

To a buyer or other successor in the event of a merger, divestiture, restructuring, reorganization, dissolution or other sale or transfer of some or all of the Company's assets, whether as a going concern or as part of bankruptcy, liquidation or similar proceeding, in which personal information held by the Company about our Website users is among the assets transferred.

To third parties to market their products or services to you if you have consented to these disclosures. We contractually require these third parties to keep personal information confidential and use it only for the purposes for which we disclose it to them.

To fulfill the purpose for which you provide it. For example, if you give us an e-mail address to use the “e-mail a friend” feature of our Website, we will transmit the contents of that e-mail and your e-mail address to the recipients.

For any other purpose disclosed by us when you provide the information.

With your consent.

We may also disclose your personal information:

To comply with any court order, law or legal process, including to respond to any government or regulatory request.

To enforce or apply our terms of use and other agreements, including for billing and collection purposes.

If we believe disclosure is necessary or appropriate to protect the rights, property, or safety of the Company, our customers or others. This includes exchanging information with other companies and organizations for the purposes of fraud protection and credit risk reduction.

Choices About How We Use and Disclose Your Information

We strive to provide you with choices regarding the personal information you provide to us. We have created mechanisms to provide you with the following control over your information:

Tracking Technologies and Advertising. You can set your browser to refuse all or some browser cookies, or to alert you when cookies are being sent. To learn how you can manage your Flash cookie settings, visit the Flash player settings page on Adobe’s website. If you disable or refuse cookies, please note that some parts of this site may then be inaccessible or not function properly.

Promotional Offers from the Company. If you do not wish to have your email address] used by the Company to promote our own or third parties’ products or services, you can opt-out at any time by logging into your customer account through the Website and adjusting your user preferences in your account profile. You can also opt-out at any time by sending us an email stating your request to goldenbuffalodays@gmail.com. If we have sent you a promotional email, you may send us a return email asking to be omitted from future email distributions. [This opt out does not apply to information provided to the Company as a result of a product purchase, warranty registration, product service experience or other transactions.]

We do not control third parties’ collection or use of your information to serve interest-based advertising. However these third parties may provide you with ways to choose not to have your information collected or used in this way. You can opt out of receiving targeted ads from members of the Network Advertising Initiative (“NAI”) on the NAI’s website.

ACCESSING AND CORRECTING YOUR INFORMATION

You may send us an e-mail via our contact link or to goldenbuffalodays@gmail.com to request access to, correct or delete any personal information that you have provided to us. We cannot delete your personal information except by also deleting your user account. We may not accommodate a request to change information if we believe the change would violate any law or legal requirement or cause the information to be incorrect.

If you delete your User Contributions from the Website, copies of your User Contributions may remain viewable in cached and archived pages, or might have been copied or stored by other Website users. Proper access and use of information provided on the Website, including User Contributions, is governed by our terms of use.

Your California Privacy Rights

California Civil Code Section § 1798.83 permits users of our Website that are California residents to request certain information regarding our disclosure of personal information to third parties for their direct marketing purposes. To make such a request, please contact us goldenbuffalodays@gmail.com.

DATA SECURITY

We have implemented measures designed to secure your personal information from accidental loss and from unauthorized access, use, alteration and disclosure

The safety and security of your information also depends on you. Where we have given you (or where you have chosen) a password for access to certain parts of our Website, you are responsible for keeping this password confidential. We ask you not to share your password with anyone.

Unfortunately, the transmission of information via the internet is not completely secure. Although we do our best to protect your personal information, we cannot guarantee the security of your personal information transmitted to our Website. Any transmission of personal information is at your own risk. We are not responsible for circumvention of any privacy settings or security measures contained on the Website.

CHANGES TO OUR PRIVACY POLICY

It is our policy to post any changes we make to our privacy policy on this page. If we make material changes to how we treat our users' personal information, we will notify you by e-mail to the e-mail address specified in your account and/or through a notice on the Website home page. The date the privacy policy was last revised is identified at the top of the page. You are responsible for ensuring we have an up-to-date active and deliverable e-mail address for you, and for periodically visiting our Website and this privacy policy to check for any changes.

CONTACT INFORMATION

To ask questions or comment about this privacy policy and our privacy practices, contact via our Contact Us link, email at goldenbuffalodays@gmail.com.

COVID-19 Safety Acknowledgment — Liability Waiver and Release of Claims

COVID-19 SAFETY INFORMATION:

While participating in events held or sponsored by the Buffalo Bill Days Committee, consistent with CDC guidelines, participants are encouraged to practice hand hygiene, "social distancing" and wear face coverings to reduce the risks of exposure to COVID-19. Because COVID-19 is extremely contagious and is spread mainly from person-to-person contact, BBD has put in place preventative measures to reduce the

spread of COVID-19. However, BBD cannot guarantee that its participants, volunteers, partners, or others in attendance will not become infected with COVID-19.

In light of the ongoing spread of COVID-19, individuals who fall within any of the categories below should not engage in HBCOC events and/or other face to face fundraising activities. By attending Buffalo Bill Days, you certify that you do not fall into any of the following categories:

1. Individuals who currently or within the past fourteen (14) days have experienced any symptoms associated with COVID-19, which include fever, cough, and shortness of breath among [others](#);
2. Individuals who have traveled at any point in the past fourteen (14) days either internationally or to a community in the U.S. that has experienced or is experiencing sustained community spread of COVID-19; or
3. Individuals who believe that they may have been exposed to a confirmed or suspected case of COVID-19 or have been diagnosed with COVID-19 and are not yet cleared as non-contagious by state or local public health authorities or the health care team responsible for their treatment.

DUTY TO SELF-MONITOR:

Participants and volunteers agree to self-monitor for signs and symptoms of COVID-19 (symptoms typically include fever, cough, and shortness of breath) and, contact BBD at goldenbuffalodays@gmail.com if he/she experiences symptoms of COVID-19 within 14 days after participating or volunteering with HBCOC.

I acknowledge that I derive personal satisfaction and a benefit by virtue of my participation and/or voluntarism with HBCOC, and I willingly engage in HBCOC events and/or other fundraising activities (the "Activity").

RELEASE AND WAIVER.

I HEREBY RELEASE, WAIVE AND FOREVER DISCHARGE ANY AND ALL LIABILITY, CLAIMS, AND DEMANDS OF WHATEVER KIND OR NATURE AGAINST THE BUFFALO BILL DAYS COMMITTEE COMMERCE AND ITS AFFILIATED PARTNERS AND SPONSORS, INCLUDING IN EACH CASE, WITHOUT LIMITATION, THEIR DIRECTORS, OFFICERS, EMPLOYEES, VOLUNTEERS, AND AGENTS (THE "RELEASED PARTIES"), EITHER IN LAW OR IN EQUITY, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, INCLUDING BUT NOT LIMITED TO DAMAGES OR LOSSES CAUSED BY THE NEGLIGENCE, FAULT OR CONDUCT OF ANY KIND ON THE PART OF THE RELEASED PARTIES, INCLUDING BUT NOT LIMITED TO DEATH, BODILY INJURY, ILLNESS, ECONOMIC LOSS OR OUT OF POCKET EXPENSES, OR LOSS OR DAMAGE TO PROPERTY, WHICH I, MY HEIRS, ASSIGNEES, NEXT OF KIN AND/OR LEGALLY APPOINTED OR DESIGNATED REPRESENTATIVES, MAY HAVE OR WHICH MAY HERINAFTER ACCRUE ON MY BEHALF, WHICH ARISE OR MAY HEREAFTER ARISE FROM MY PARTICIPATION WITH THE ACTIVITY.

ASSUMPTION OF THE RISK. I acknowledge and understand the following:

1. Participation includes possible exposure to and illness from infectious diseases including but not limited to COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist;
2. I knowingly and freely assume all such risks related to illness and infectious diseases, such as COVID-19, even if arising from the negligence or fault of the Released Parties; and

3. I hereby knowingly assume the risk of injury, harm and loss associated with the Activity, including any injury, harm and loss caused by the negligence, fault or conduct of any kind on the part of the Released Parties.

MEDICAL ACKNOWLEDGMENT AND RELEASE. I acknowledge the health risks associated with the Activity, including but not limited to transient dizziness, lightheaded, fainting, nausea, muscle cramping, musculoskeletal injury, joint pains, sprains and strains, heart attack, stroke, or sudden death. I agree that if I experience any of these or any other symptoms during the Activity, I will discontinue my participation immediately and seek appropriate medical attention. I DO HEREBY RELEASE AND FOREVER DISCHARGE THE RELEASED PARTIES FROM ANY CLAIM WHATSOEVER WHICH ARISES OR MAY HEREAFTER ARISE ON ACCOUNT OF ANY FIRST AID, TREATMENT, OR SERVICE RENDERED IN CONNECTION WITH MY PARTICIPATION IN THE ACTIVITY.

As a participant, volunteer, or attendee, You recognize that your participation, involvement and/or attendance at any Buffalo Bill Days "Activity" is voluntary and may result in personal injury (including death) and/or property damage. By attending, observing or participating in the Activity, You acknowledge and assume all risks and dangers associated with your participation and/or attendance at the Activity, and You agree that: (a) the Buffalo Bill Days Committee (b) the property or site owner of the Activity, and (c) all past, present and future affiliates, successors, assigns, employees, volunteers, vendors, partners, directors, and officers, of such entities (subsections (a) through (c), collectively, the "Released Parties"), will not be responsible for any personal injury (including death), property damage, or other loss suffered as a result of your participation in, attendance at, and/or observation of the Activity, regardless if any such injuries or losses are caused by the negligence of any of the Released Parties (collectively, the "Released Claims"). BY ATTENDING AND/OR PARTICIPATING IN THE ACTIVITY, YOU ARE DEEMED TO HAVE GIVEN A FULL RELEASE OF LIABILITY TO THE RELEASED PARTIES TO THE FULLEST EXTENT PERMITTED BY LAW.