

PRIVACY STATEMENT AND TERMS OF USE

Getoutandtry INC ("**GOAT**") operates the getoutandtry.com website (the "**website**"). You may use this website only if you comply with and agree to be bound by this Privacy Statement and Terms of Use (collectively, these "**Terms of Use**").

ACCEPTANCE OF TERMS OF USE

Please take a few minutes to review these Terms of Use before using the website. **By browsing, or otherwise using or contributing to the website, you are agreeing to comply with and be bound by these Terms of Use.** If you do not agree to these Terms of Use, you may not access, use, or contribute to the website.

I. PRIVACY STATEMENT

GOAT is committed to maintaining a website that protects the individual's right to privacy. We do not require personal information from our visitors, nor do we collect any personally identifying information (name, email address, Social Security number, or other unique identifier) unless you knowingly provide it.

E-MAIL ADDRESS REGISTRATION

In certain areas of the website you may be prompted to provide an e-mail address. This information will only be used for the distribution of requested information, including but limited to, inquiries to businesses, e-newsletter subscriptions, events, and for contacting winners of sweepstakes and contests. GOAT does not sell e-mail addresses; however, GOAT may share email addresses as outlined within this document (see Disclosure of Information).

OTHER INFORMATION YOU MAY PROVIDE TO US

You may decide to send us personally identifiable information and other information or materials through the website, including by completion of on-line forms, entries to contests or sweepstakes, e-mail messages, or otherwise. All personally identifiable information you submit to us via such electronic communications will be managed in accordance with this Privacy Statement. We may use such information to provide you further information or services (e.g. to provide you with requested information, or to process your entry into a contest), to improve our website for you, or otherwise as applicable. We may share such information with third parties, including co-sponsors of any contests or sweepstakes featured on the website. In addition, we use personally-identifying information from consumers in various ways to further our customer's protection and to provide better service.

EMAIL NEWSLETTERS

We offer several free informational email newsletters. There are many ways you may be subscribed to one or more of our newsletters: you explicitly asked to be subscribed to a newsletter; you gave us your email address when requesting information in the past, and told us you would like to receive information in the future; you signed up for a contest or sweepstakes, and agreed to receive information in the future; or other means.

Subscribing to any of our email newsletters requires positive confirmation from you by email, and options for unsubscribing from a newsletter are provided at the bottom of each newsletter.

DATA COLLECTION

To aid in website management, certain information is collected for statistical and advertising purposes. GOAT uses specialized software to create summary statistics, which are used for such purposes as assessing what information is of most and least interest to our customers, determining technical design specifications, and identifying system performance or problem areas. We may also collect information on what areas of our site you visit for future advertising purposes.

Information we collect about your visit may include:

- the website from which you linked directly to our website, if you have used another website to reach our website
- the IP address of the computer from which you connect to our website
- the operating system and Web browser you use to view our website
- the date and time you accessed our website
- the pages you visit during your visit to our website
- the searches you execute on our website

We use the information we collect to measure the number of visitors to the different sections of our website, allowing us to make our website more useful and accessible to visitors, and for advertising purposes.

Through Google Analytics, we collect aggregate, not individual, demographic and general interest data about our users. We use this aggregate demographic and general interest data to better understand our users, for the purposes of providing better online services.

For information on how Google may use this data, visit google.com/policies/privacy/partners.

COOKIES

Like many websites, getoutandtry.com makes use of cookies, pieces of information stored on your computer which allow our Web servers to distinguish one visitor from another. We use cookies to allow you to use various personalization features of the website that require registration; to obtain aggregate measures of users of our website; and to promote more targeted advertising.

DISCLOSURE OF INFORMATION

We may share personal information collected through this website (including without limitation information collected through your entry into sweepstakes or contests we may offer through this website) with our affiliated organizations, and with selected third party marketing partners (including without limitation sponsors of various contests or sweepstakes offered through our website), who may use it to contact you with information and offers they believe will be of interest to you. We also share personal information collected through this website with third party vendors who act for us or on our behalf, for example, to help us run promotions or provide other support services. Our affiliates and our marketing partners may also share personal information with vendors who provide support services to them.

In addition, you acknowledge, consent and agree that GOAT may access, preserve, and disclose your personal information and content posted by you to the website: (i) if required to do so by law; (ii) to respond to claims that any content you have posted to the website violates the rights of third-parties; (iii) to respond to your requests for assistance; (iv) to protect the rights, property, or personal safety of GOAT, its users and/or the public; or (v) or in the event of a transfer of ownership of GOAT, merger, or other similar transaction.

If you would prefer that we not share your personal information with our affiliated organizations or marketing partners, or if you do not wish to receive e-mail messages or U.S. mail from us or our partners, you may indicate this preference by sending an email to info@getoutandtry.com (must include full name and address). Be sure to include in the request your full name and address and specifically indicate that you wish to be removed from the mailing list. We will use reasonable efforts to honor such requests. You must understand, however, that even if you "opt-out," you may still receive communications from our affiliated organizations or marketing partners, for example, if they initiated the communication before we received your "opt-out" request.

II. TERMS OF USE

THESE TERMS OF USE MAY CHANGE

We are continually improving and adding to the features and functionality of the website and the content we offer through the website. As a result of these changes (or changes in the law), we may need to update or revise these Terms of Use, and we reserve the right to make any such modifications at any time, without prior notice, by posting the revised version of these Terms of Use of behind the link marked "Privacy" at the bottom of each page of the website. Your continued use of or contributions to the website after we have posted the revised Terms of Use constitutes your agreement to be bound by the revised Terms of Use. You may access the current version of these Terms of Use at any time by clicking the link marked "Privacy" at the bottom of each page of the website.

ACCEPTABLE USE POLICY

You are responsible for exercising good judgement regarding appropriate use of Getoutandtry INC resources in accordance with Getoutandtry INC policies, standards, and guidelines. Getoutandtry INC resources may not be used for any unlawful or prohibited purpose.

EXTERNAL LINKS

- We will link to external sites that help us perform our mission - "to be the go-to resource and master calendar for events and happenings in the St. Croix Valley area – inspiring people to step out of their comfort zone – connect with their community – and Get Out And Try!”.
- Getoutandtry INC provides links to individual businesses and organizations. In addition, we reserve the right to provide links to external servers with whom Getoutandtry INC is partnered or conducting promotional activities; or to sites that offer non-biased information that may be useful.
- Links to external servers do not imply any official Getoutandtry INC endorsement of the opinions or ideas expressed therein, or guarantee the validity of the information provided. Links to commercial sites are in no way an endorsement of any vendor's products or services.
- Links will be provided to external servers that are managed in a professional manner (i.e., it is fully operational, is available most of the time, does not serve inaccurate information or obscene graphics, etc.).
- This server will not link to external servers if such a link would appear to provide an official endorsement of a commercial product or business.
- All requests for links will be reviewed by Getoutandtry INC’s leadership prior to approval.
- Placement of any link is at the discretion of Getoutandtry INC. criteria that leadership will consider – including but not limited to the link:
 - Furthering and/or fulfilling our mission statement
 - Is not derogatory or defamatory toward people or businesses
 - Is not socially inappropriate or discriminatory

- Legal reserves the right to remove any link regardless of this criteria at its discretion

Because GOAT has no control over such external sites and resources, you acknowledge and agree that GOAT is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such sites or resources. You further acknowledge and agree that GOAT will not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such site or resource.

MAPS & OTHER PLUG-INS

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- Contact Getoutandtry INC at info@getoutandtry.com with any questions.

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OWNERSHIP OF FEEDBACK

GOAT welcomes your comments and feedback regarding the website. All information and materials submitted to GOAT through the website, such as any comments, reviews, photos, feedback, ideas, questions, designs, data or the like (collectively, "Feedback"), will be considered NON-CONFIDENTIAL and NON-PROPRIETARY. For this reason, we ask you not to send us any information or materials that you do not wish to assign to us, including, without limitation, any confidential information or any original creative materials such as product ideas, computer code, or original artwork.

By submitting Feedback to GOAT through the website, you assign to GOAT, a continuing irrevocable license to including without limitation free of charge, all worldwide

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You are responsible for the information and other Content contained in any Feedback you submit to us through the website, including, without limitation, their truthfulness and accuracy.

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GOAT reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the website (or any part thereof) with or without notice. You agree that GOAT will not be liable to you or to any third party for any modification, suspension or discontinuance of the website.

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TO THE FULLEST EXTENT PERMITTED BY LAW, GOAT EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND WITH REGARD TO THE WEBSITE AND ALL CONTENT THEREON OR PRODUCTS AND SERVICES OFFERED THROUGH THE WEBSITE, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

LIMITATIONS OF LIABILITY

YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE WEBSITE AND ALL CONTENT, PRODUCTS AND SERVICES OFFERED THROUGH THE WEBSITE IS AT YOUR SOLE RISK, AND THAT ALL OF THE FOREGOING ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.

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TO ALL LOSSES AND DAMAGES OF ANY KIND WHATSOEVER, WHETHER DIRECT OR INDIRECT, GENERAL, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR OTHERWISE, INCLUDING WITHOUT LIMITATION, LOSS OF DATA, GOODWILL, REVENUE OR PROFITS. THIS LIMITATION OF LIABILITY APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR ANY OTHER BASIS; EVEN IF AN AUTHORIZED REPRESENTATIVE OF GOAT HAS BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES; AND WITHOUT REGARD TO THE SUCCESS OR EFFECTIVENESS OF OTHER REMEDIES.

IF ANY PART OF THIS LIMITATION OF LIABILITY IS FOUND TO BE INVALID, ILLEGAL OR UNENFORCEABLE FOR ANY REASON, THEN THE AGGREGATE LIABILITY OF GOAT, ITS SPONSORS, CONTENT PROVIDERS, SERVICE PROVIDERS AND LICENSORS, AND ITS AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS, UNDER SUCH CIRCUMSTANCES TO YOU OR ANY PERSON OR ENTITY CLAIMING THROUGH YOU FOR LIABILITIES THAT OTHERWISE WOULD HAVE BEEN LIMITED WILL NOT EXCEED THE ONE HUNDRED DOLLARS.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES. ACCORDINGLY, SOME OF THE ABOVE DISCLAIMERS OF WARRANTIES AND LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU.

INDEMNIFICATION

You agree to defend, indemnify, and hold GOAT, its officers, directors, employees, and affiliates harmless from and against any claims, actions or liabilities and settlements including, without limitation, reasonable legal and accounting fees resulting from, or alleged to result from your violation of these Terms of Use or the Getoutandtry.com Site Community Guidelines, or from any claims made by third parties arising out of your use of or posting to the website, including claims regarding ownership, copyright, plagiarism, slander, libel, rights abuse, right to submit, or privacy violation with regard to Content created or submitted by you. You agree that GOAT shall be able to select its own counsel and participate in its own defense if it wishes.

GENERAL TERMS

SECURITY

Individuals using the website must understand that the Internet is inherently insecure and no website operator can guarantee that a website is secure. GOAT does not warrant that the website is secure or "hackerproof"; you use the website solely at your own risk.

WAIVER AND SEVERABILITY OF TERMS

All waivers must be in writing and signed in ink on behalf of GOAT. The failure of GOAT to exercise or enforce any right or provision of these Terms of Use will not constitute a waiver of such right or provision. If any provision of these Terms of Use is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms of Use remain in full force and effect.

STATUTE OF LIMITATIONS

You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the website or these Terms of Use must be filed within one (1) year after such claim or cause of action arose or be forever barred.

GOVERNING LAW & VENUE

You agree that this agreement shall be governed by the laws of the State of Wisconsin and shall be venued in St. Croix County, Wisconsin.

NO IMPLIED WAIVER

No waiver by either Party of any rights under this Agreement will be effective unless such waiver is in writing signed by the Party against whom enforcement is sought. No delay or failure by either party to exercise any right, remedy or power herein shall impair such party's right to exercise such right, remedy or power or be construed to be a waiver of any default or an acquiescence therein; and any single or partial exercise of any such right, remedy or power shall not preclude any other or further exercise thereof or the exercise of any other right, remedy or power.

ENTIRE AGREEMENT

These Terms of Use constitute the entire agreement between you and GOAT and govern your use of the GOAT Site, superseding any prior understandings or agreements between you and GOAT. This Agreement may be amended or modified only as set forth above.

Effective Date: September 1, 2019

GENERAL DATA PROTECTION REGULATION (GDPR) FOR EUROPEAN UNION (EU) WEBSITE VISITORS

In recognition of the GDPR regulation for website visitors from the European Union, Getoutandtry INC (GOAT) provides the following information.

Legal Entity: Getoutandtry INC (GOAT)

Primary Contact: info@getoutandtry.com

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If you wish the deletion of the personal information that you provided voluntarily to Getoutandtry INC through this website please send an e-mail message to the Primary Contact e-mail address (info@getoutandtry.com) with the subject line **Personal Information Deletion Request**. Getoutandtry INC will coordinate the deletion of your personal information and will reply to you with confirmation. Please retain this correspondence for your records.