**NGCOA Privacy Statement**

**TERMS OF USE**

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Please read the Terms of Use Agreement ("Terms of Use") described below carefully before using any NGCOA Site. Your access to and use of any NGCOA Site is subject to these Terms of Use (including the NGCOA's Privacy Policy described herein) and all applicable laws. By using or visiting any NGCOA Site, you agree to be bound by the Terms of Use. Your use of NGCOA website and/or provision of your personal information or sensitive personal information to NGCOA constitutes your consent to use, storage, processing and transfer of that information in accordance with the Privacy Statement.

The Terms of Use may be modified or amended, or new conditions may be imposed, at any time. Any such changes or additions will be reflected by an update of this posting. Please check the Terms of Use periodically for such changes. Your continued use of a NGCOA Site following the posting of changes to these terms will mean you accept those changes. The NGCOA reserves the right to impose limits on certain features and services or restrict your access to parts or the entirety of any NGCOA Site without notice or liability at any time for any reason or purpose, including but not limited to, conduct that the NGCOA believes violates the Terms of Use or other policies or guidelines posted on a NGCOA Site. Upon any termination of these Terms of Use, you will immediately discontinue your use and access of all NGCOA Sites and destroy all materials that may have been obtained from any NGCOA Site.

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Unless otherwise noted, all trademarks and logos found on NGCOA Sites are either owned by or licensed to the NGCOA. They may not be used without the express written permission of the NGCOA. Images of people or places displayed on NGCOA Sites are either the property of or used with permission by the NGCOA. The use of these images by you, or anyone else authorized by you, is prohibited unless specifically permitted by these Terms of Use or specific permission permitted elsewhere on a NGCOA Site. Any unauthorized use of the images may violate copyright laws, trademark laws, the laws of privacy and publicity, and communications regulations and statutes, regardless of whether any such use is with the NGCOA's permission. The NGCOA neither warrants nor represents that your use of materials displayed on any NGCOA Site will not infringe rights of third parties.

**LINKING AND FRAMING.** The following restrictions apply to all links to all NGCOA Sites from any online, cable or wireless or other site, service or browser:

Neither the NGCOA logo nor any other logo or service mark of the NGCOA may be used to link to any NGCOA Site, to any web page within a NGCOA Site, or to any website accessible from a NGCOA Site, without the express written permission of the NGCOA.

Sites, services or browsers other than commercial sites may link to NGCOA.org without the written permission of the NGCOA if such link is: 1) a "word" (as opposed to a logo) link, and is 2) spatially separated from, and not otherwise associated with, any sponsorship, advertising, or other commercial text or graphics that may be on the page and/or area containing such word or link. Please notify the NGCOA at info@NGCOA.org if you are linking to any NGCOA Site and include information regarding the name of your website and the name of your website operator (if different than the website owner.)

You may request permission to use one or more of the NGCOA's "hyperlink logos" in connection with providing a hyperlink to the front page of a NGCOA Site. The hyperlink logos include and incorporate the NGCOA logo, the NGCOA Site-specific logo and the text "Official Website." The NGCOA's "hyperlink logos" are the only logos the NGCOA permits unaffiliated and non-news third parties to display on the Internet. Permission is granted subject to certain terms and conditions. If you would like to be considered for permission to use a NGCOA hyperlink logo, please submit a detailed written email request to [info@NGCOA.org](mailto:info@NGCOA.org).

Any permitted link to a NGCOA Site must be to the site's home page. Except for limited circumstances, links to internal pages within a NGCOA Site (e.g., a link to the Rules of Golf Web page within [www.NGCOA.org](http://ngcoa.org/)), other than to the home page of a NGCOA Site, are not permitted. No Site may be "framed" by any other website, without exception.

News organizations interested in using NGCOA and/or Championship Logos should contact the NGCOA at info@NGCOA.org and include the address of the requesting website and the name of the website operator (if different than the website owner.)

The posting or creation of a link to any NGCOA Site signifies that you have read the restrictions described herein and agree to abide by our terms.

LINKS TO THIRD PARTY SITES. NGCOA Sites may include hyperlinks to websites operated by third parties other than the NGCOA. The NGCOA does not control any such websites, and is not responsible for their content, privacy policies, or for the collection, use or disclosure of any information those sites may collect. Links to and from any NGCOA Site to sites maintained by third parties do not constitute an endorsement by the NGCOA of any third party site, content, or such site's product or services.

**PRIVACY POLICY.** The NGCOA recognizes the importance its visitors place on privacy issues. We do not share personal information regarding our visitors with any outside organizations, other than current endorsed suppliers (Premier Partners, Preferred Suppliers, etc.) for the purposes of them sharing product information, special pricing and other opportunities with members. In these instances, the NGCOA reviews all plans, messages and materials prior to distribution/contact. Any information you give us will only be used in accordance with the practices described below.

This privacy policy statement describes the information we collect about you from the NGCOA Sites and how we use such information. Our statement also describes the choices you can make about how we collect and use your information. By visiting any NGCOA Site, you are consenting to accept the practices described below. If you do not agree with the privacy policy practices described below, please do not use any NGCOA Site.

**EUROPEAN RIGHTS POLICY ONLY**. If you are based in the EU, in certain circumstances, you have rights under the GDPR in relation to your personal information;

* **Request access to your personal information**. You may have the right to request any personal information we hold you as well as related information, including the purposes for processing the personal information, the recipients of categories of recipients with whom the personal information has been shared, where possible, and the period for which the personal information will be stored.
* **Request correction of your personal information.** You may have the right to obtain without undue delay the rectification of any inaccurate personal information we hold about you.
* **Request erasure of your personal information.** You may have the right to request that personal information held about you is deleted.
* **Request restriction of processing your personal information.** You may have the right to prevent or restrict processing of your personal information.
* **Request transfer of your personal information.** You may have the right to request transfer of personal information directly to a third party where this is technically feasible.

**Where you believe that we have not complied with our obligation under this Privacy Policy or European Data protection laws, you have the right to make a complaint to an EU Data Protection Authority.**

**If you wish to exercise your European data subjects rights, you have the following option:**

* **You can send an e-mail to** [**info@NGCOA.org**](mailto:info@NGCOA.org)
* **You can mail request to: NGCOA, 291 Seven Farms Dr, 2nd FL, Charleston, SC 29492**
* **You can call +1-800-933-4262**

We suggest that you review this Privacy Policy Statement periodically as we may update it from time to time.

**INFORMATION COLLECTED.** When you visit any NGCOA Site, our web server automatically recognizes your Internet Protocol (IP) address as well as other information about your visit to the Site, all of which is non-identifying and used to compile statistics about traffic to our web site. In addition, the NGCOA collects the following identifying information:

* When you visit [www.NGCOA.org](http://ngcoa.org/) to submit an online entry application for a NGCOA Championship, we ask for your name, mailing address, telephone number, credit card number and expiration date.
* When you sign up as a NGCOA member at [www.NGCOA.org](http://ngcoa.org/), we ask for your e-mail address, mailing address, daytime phone number, credit card number and expiration date. This allows us to process and fulfill your registration and to notify you of your registration status.

**HOW WE USE YOUR INFORMATION**. The information we collect is used to improve the content of our web pages and to customize the content and/or layout of our pages for each individual consumer. We may also use the information we collect to occasionally notify you via e-mail about NGCOA news and other announcements or changes to NGCOA Sites. If you do not want to receive an e-mail from us, please e-mail us at info@NGCOA.org or call us at (843) 881-9956 Ext. 203.

Email addresses will not be rented - but shared within the organization for the purposes of responding to any comments or questions submitted and/or providing follow-up information about our organization. NGCOA membership information (name, address and phone) will not be made available to other organizations.

The NGCOA is concerned about the safety of children when they use the Internet. Consistent with the Children's Online Privacy Protection Act which became effective April 21, 2000, we will never knowingly request personally identifiable information from anyone under the age of 13 without verifiable parental consent. If we become aware that anyone under the age of 13 submits information to us through any NGCOA Site, we will not use that information for any purpose.

The NGCOA welcomes your questions and comments about privacy. Feel free to contact us for any reason, including a request to be added to or taken off a list. Please send us an e-mail at [info@NGCOA.org](mailto:info@NGCOA.org).

**DISCLAIMER OF WARRANTIES.** While the NGCOA uses reasonable efforts to include accurate and up to date information on its Sites, it makes no warranties or representations as to such accuracy. The NGCOA assumes no liability or responsibility for any errors or omissions in the content of any NGCOA Site. Further, the NGCOA does not warrant or represent that the information contained on any NGCOA Site will be uninterrupted or free of errors and/or viruses. You specifically acknowledge that the NGCOA is not liable for the defamatory, offensive or illegal conduct of other users of any NGCOA Site and that the risk of injury from the foregoing rests entirely with you. You use the NGCOA Sites at your sole risk.

The NGCOA makes no representation that the materials contained in any NGCOA Site are appropriate or authorized for use in all countries, states, provinces, county or any other jurisdictions. If you choose to access a NGCOA Site, you do so on your own initiative and risk and are responsible for compliance with all applicable laws.

**LIMITATION ON LIABILITY.** In no event shall the NGCOA be liable for any direct, indirect, special, punitive, or consequential damages (including lost profits) that arise out of or in connection with any failure of performance, errors, inaccuracies, omissions, defects, untimeliness, interruption, deletion, delay in operation or transmission, computer virus, communication line failure, theft or destruction or unauthorized access to, alteration of, or use of record, or unauthenticity of any content in a NGCOA Site, or the use or inability to use a NGCOA Site or any content therein.

**INDEMNIFICATION.** You hereby agree to indemnify and hold the NGCOA harmless from all claims, liabilities, damages and expenses (including attorneys' fees and court costs) arising out of or relating to: 1) your use of any NGCOA Site, including any content from any NGCOA Site, 2) the NGCOA's Online Catalogue; and 3) any breach or alleged breach of these Terms of Use.

**SOFTWARE.** Software and other materials from NGCOA Sites may also be subject to United States Export control laws. The United States Export control laws prohibit the export of certain technical data and software to certain territories. No software from a NGCOA Site may be downloaded or exported 1) into (or to a national or resident of) Cuba, Iraq, Libya, North Korea, Iran, Syria, or any other country to which the United States has embargoed goods; or 2) anyone on the United States Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Denied Persons List. The NGCOA does not authorize the downloading or exportation of any software or technical data from any of its Sites to any jurisdiction prohibited by the United States Export Laws.

**CHOICE OF LAW.** These Terms of Use and any disputes relating to these Terms of Use or any NGCOA Site will be governed by the laws of the United States of America, and is in accordance with the European General Data Protection Regulation (GDPR).

**MISCELLANEOUS.** These Terms of Use constitute the entire agreement between you and the NGCOA, and supersedes all prior and contemporaneous written or oral agreements, proposals or communications with respect to the subject matter herein between you and the NGCOA. If any provision of these Terms of Use is held by a court of competent jurisdiction to be unlawful, void, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

**USE OF WEBSITE**

Your acceptance of these terms. **By using this Site, you signify your acceptance of this policy and terms of service.** If you do not agree to this policy, please do not use our Site. Your continued use of the Site following the posting of changes to this policy will be deemed your acceptance of those changes.

**DISCLAIMER.** Due to rapid changes in internet technology, this policy may be updated periodically. All revisions will be posted to this site, and will apply to all data collected by the NGCOA before and after the revised policy's effective date.

**LAST UPDATED:** June 5, 2018