# IACP Membership, Purchase & Privacy Policy

#### **MEMBERSHIP TERMS & CONDITIONS**

### **Membership Qualification**

The only requirement is that your primary source of income come from a food-related business - unless you're just starting out and qualify as an <u>Emerging Professional</u>, or are a retired IACP member who qualifies for <u>Emeritus</u> membership.

## **Membership Term**

IACP memberships run on a fixed annual schedule from July 1st to June 30th of each year.

New members who join IACP mid way through the year will be offered a prorated membership fee from the date you join through the following June 30<sup>th</sup>. In addition to the annual membership fee, all new members are also assessed a one-time new membership initiation fee which varies by membership type. Please see <a href="http://iacp.com/join/more/membership">http://iacp.com/join/more/membership</a> benefits for current rates and fees.

All IACP memberships are due for renewal by June 30<sup>th</sup> of each year to remain in good standing. Your membership can be renewed online, by phone or by mail. Late membership renewals are not prorated and will be backdated to July 1<sup>st</sup> of the current membership year.

If your membership remains inactive for more than one membership year, you will be assed a new membership initiation fee upon renewal of you membership.

## **Membership Types**

IACP offers several membership types to accommodate our members' needs. Please review the member type requirements carefully as some membership types have detailed qualifications to which you must adhere in order to qualify.

## **Membership Cancellation Policy**

All membership purchases are non-refundable and non-transferrable. You may cancel your membership at anytime; however, we do not offer refunds on the unused portion of any membership. If you cancel your membership mid-way through a membership term, your membership will be immediately cancelled and you will forfeit any unused portion of the membership term. No partial refund will be issued.

#### **GENERAL PURCHASE & EVENT REGISTRATION TERMS**

#### Currency

Unless otherwise stated, all ticket prices are stated in U.S. Dollars.

### **Payment Methods**

IACP accepts (through our payment processing partner EzTix Event Ticketing) several methods of payment to accommodate your needs. Unless otherwise listed on your event, American Express, Visa, MasterCard and Discover are happily accepted by EzTix for payment of your ticket order.

### **Billing Name**

All charges billed to your account will appear as "EzTix: IACP."

#### **Order Confirmation**

When placing an order through IACP, if you do not receive a confirmation number (in the form of a confirmation page or email) after submitting payment information, or if you experience an error message or service interruption after submitting payment information, it is your responsibility to confirm with IACP Member Services whether or not your order has been placed. Only you may be aware of any problems that may occur during the purchase process. IACP will not be responsible for losses (monetary or otherwise) caused by your assumption that an order was placed but for which you did not receive confirmation.

### Service Charges and Order Processing Fees

Purchases through IACP are typically subject to a per-ticket service charge and a non-refundable per-order processing fee.

## **Cancelled and Postponed Events**

Please see Cancelled/Postponed Events for our policies addressing cancellation and postponement of events, which are hereby incorporated into this purchase policy.

#### **Refunds and Exchanges**

Before purchasing tickets, carefully review your event details. Unless otherwise stated, all sales are 100% NON-REFUNDABLE. You agree that you will not attempt to circumvent this condition in any manner with regard to tickets you purchased. Without limiting the generality of the foregoing, you will not contact IACP to seek a refund or exchange from IACP, and you will not dispute or otherwise seek a "chargeback" from the company whose credit card you used to purchase tickets from the Site.

## **Billing Information Verification**

Orders are processed only after a billing address, and other billing information, has been verified. Occasionally, we receive incorrect billing or credit card account information for a ticket order that can delay processing and delivery. In these cases, IACP Member Services will attempt to contact you, using the information provided at the time of purchase. If IACP is unable to reach you after its initial attempt, IACP may cancel your order without further notice.

## **Delivery Options**

Please see Delivery Methods for our ticket delivery policies, which are hereby incorporated into this purchase policy.

### **Pricing and Other Errors**

If the amount you pay for a product is incorrect regardless of whether because of an error in a price posted on this website or otherwise communicated to you, or you are able to order a ticket before its scheduled on-sale or presale date or you are able to order a ticket that was not supposed to have been released for sale, then: IACP will have the right to cancel that ticket (or the order for that ticket) and refund to you the amount that you paid. This will apply regardless of whether because of human error or a transactional malfunction of this website or other IACP operated system.

## **Multiple Browser Windows**

When ordering online with IACP, please ensure you are looking for tickets and placing an order using only one browser window. Looking up products using multiple browser windows could result in losing your tickets or timer expiration.

## **Limitation of Liability**

Often food-based events involve cooking with heat or other potential dangers to attendees. Despite the event taking care to limit danger, injury can occur. Stay alert at all times before, during and after your event. If injured, immediately ask a staff member for directions to a medical station. You assume all risks incidental to the event for which a ticket is issued, whether before, during or after your event, and you waive any claims for personal injury or death against IACP on behalf of yourself and any accompanying minor.

### License; Ejection and Cancellation; No Redemption Value

IACP reserves the right, without refund of any amount paid, to refuse admission to, or eject, any person whose conduct management deems disorderly, who uses vulgar or abusive language or who fails to comply with Event Provider rules. Breach of terms or rules will terminate your license to attend the event without refund. A ticket is a revocable license and admission may be refused upon refunding the ticket's face amount. A ticket is not redeemable for cash.

#### Recording, Transmission and Exhibition

You agree that the event for which you purchase tickets is a public event, that your appearance and actions inside and outside the venue where the event occurs are public in nature, and that you have no expectation of privacy with regard to your actions or conduct at the event. You grant permission to IACP to utilize your name, image, likeness, acts, poses, plays, appearance, movements, and statements in any live or recorded audio, video, or photographic display or other transmission, exhibition, publication or reproduction made of, or at, the event (regardless of whether before, during or after the event) for any purpose, in any manner, in any medium or context now known or hereafter developed, without further authorization from, or compensation to, you or anyone acting on your behalf.

## You Are Subject to Search

You and your belongings may be searched on entry to the event. You consent to such searches and waive any related claims that may arise. If you elect not to consent to such searches, you may be denied entry to the event without refund or other compensation. Under certain facility rules, certain items may not be brought into the premises, including without limitation, alcohol, drugs, controlled substances, cameras, recording devices, bundles and containers.

### **PRIVACY POLICY**

IACP recognizes the importance of your privacy. We have developed this Privacy Policy to explain IACP's privacy practices for visitors to our Web site at IACP (the "Web site"). By using our Web site, you consent to the collection, use and disclosure of your personal information as described in this Privacy Policy. This Privacy Policy is incorporated into and subject to the terms of the IACP Ticket Purchase Policy. We reserve the right to change this Privacy Policy at any time. If we make any material changes to our Privacy Policy, we will post a new policy on the Web site and update the "last updated" date set forth above. Therefore, we encourage you to check our Privacy Policy whenever you visit the Web site to see if it has been updated since your last visit. If you have any questions about our Privacy Policy, you can contact us at <a href="mailto:info@IACP.com">info@IACP.com</a>.

### Types of Information We Collect

- Personal Information: Personal information is information to specifically identify an individual, such as a member's name, address, telephone number, e-mail address, credit card or other account number, and information about that individual's activities when directly linked to that person, such as information about his or her purchases. Personal information also includes demographic information, such as date of birth, gender, geographic area, and preferences, when such information is linked to other personal information that identifies the individual.
- Aggregate Information: Personal information does not include "aggregate" information. Aggregate information is data we collect about a group or category of products, services or customers, from which individual customer identities have been removed. In other words, information about how you use a service might be collected and combined with information about how others use the same service, but no personal information will be included in the resulting data. Likewise, information about the products you purchase might be collected and combined with information about the products purchased by others. Aggregate data helps us understand trends and customer needs so that we can better consider new products and services, and tailor existing products and services to customer desires. We might share aggregate information about our users with third parties for various purposes, such as helping us better understand and improve our services, and for advertising and marketing purposes.

#### How We Collect and Use Personal Information

IACP collects personal information from you at several different points on our Web site, as set forth below. In general, we use personal information for the purpose for which it was collected (such as to provide services or complete transactions you have requested, for billing purposes, and to anticipate and resolve problems with our Web site and our products and services), for our own internal business operations, to respond to customer support inquiries and for other purposes as described below. Registration, Purchases; Other Information Submissions.

- Information you provide during your purchase might be used for some or all of the following: to provide services you have requested, or to otherwise fulfill your request; and to contact you from time to time (i) about services on our Web site for which you have expressed interest; (ii) with news, (iii) for internal marketing, informational, and promotional purposes; or (iv) for any other lawful purpose related to your use of the Web site.
- We collect personal information such as your credit card, credit card billing address, and related billing information if you purchase products or services on our Web site. We use this information to fulfill your orders and bill you for them. All financial information that is collected is held in strict confidence and solely used for the purpose of processing a transaction you have requested. This information is not shared or displayed publically.
- Any information that is not personally identifiable information but is publicly displayed on the Web site (such as user name and photos) might appear in the results of searches conducted on Internet search engines while you are a member of the Web site and potentially for some time period after your membership is terminated, depending upon the search engine's indexing practices.
- Authorized service providers. We may share your personal information with our authorized service providers that perform certain services on our behalf. These services include fulfilling orders, processing credit card payments, delivering packages, providing customer service and marketing assistance, performing business and sales analysis, supporting our website functionality, and supporting contests, sweepstakes, surveys and other features offered through our website. These service providers may have access to personal information needed to perform their functions but are not permitted to share or use such information for any other purposes. We require all of our service providers to comply with the safeguards described in this policy.

#### Communication

As an IACP member, you will receive our transactional business communications (e.g. e-mail address confirmation, administrative messages, etc.) at your e-mail address or street address. In addition, you might be automatically enrolled in one or more of our e-mail subscription programs. While we reserve the right to send you our transactional business communications without offering you the opportunity to opt-out of receiving them, we do provide you with the opportunity to select whether or not you wish to continue to receive our subscription-based e-mails. You will also be given the opportunity to select whether to receive promotional offerings, such as renewal notifications and new product offerings.

#### **Affiliate Program**

When you elect to use our affiliate program to refer additional members to IACP, we ask you for your friend's name and e-mail address. IACP will automatically send your friend a one-time e-mail on your behalf which contains an invitation or other content, and which invites your friend to visit the Web site. IACP uses your friend's name and e-mail address only to send this one-time e-mail, and does not share this information.

#### Contests, Promotions, Offers, and Surveys

From time to time, our Web site requests personal information from users via contests, promotions, offers and surveys. Participation in these contests, promotions, offers, and surveys is completely voluntary and you therefore may choose whether to disclose personal information in connection with these activities. Personal Information requested in these activities might include contact information (e.g., your name and shipping address) and demographic information (e.g., your zip code/postal code or age level). We use this information to notify you if you've won and to award prizes. We use information we collect in surveys for internal purposes, such as to ascertain the use of this Web site and improve its usefulness to you. We might also provide third parties with this information, and might combine it with some or all of your registration information. Third parties might use the information we provide them to contact you regarding products or services of interest to you. These disclosures are discussed in greater detail below in the "Disclosure of Personal Information" section. When we provide information collected during a contest, promotion, offer, or survey on the Web site to third parties, we always disclose this to you at the time of collection.

## **Customer Service**

We collect personal information when you submit comments, questions or suggestions to our customer service department. We use the information you provide to respond to your submission and use the ideas to make site improvements.

# Cookies, Web Beacons, and Log Files

Cookies: We use "cookie" technology on our Web site. We might place one or more cookies in the browser file of your computer. Although such cookies do not contain any personally identifying information about you, we might link this information to personal information about you. If we do, we will treat it as personal information under this Privacy Policy. We use cookies to provide functional information about your browser, which is recorded in the Web site's logs and which allows us to provide a better experience on our Website. We also use

cookies to gather broad demographic information and general usage patterns about you and other users of our Web site. In the course of placing advertisements on this Web site, our third-party advertisers may place or recognize a unique cookie on your browser. We use cookies to enhance and personalize your experience on the Web site, including helping authenticate you when you use the Web site, remembering your preferences and registration information and customizing the content, and advertisements provide tot you join the Web site. For example, storing a cookie on your computer allows you to log in without typing the registered e-mail address or registration number and password. We also use cookies to deliver information and fresh content specific to your interests. If you do not want these cookies stored on your computer, you can reject cookies by modifying your browser settings accordingly (each browser is different, so check the "Help" menu of your browser to learn how to change your cookie preferences). However, if you choose to reject cookies, you might not be able to access products and services we offer that require you to "login" or "sign in." Please also note certain types of e-mails available through the Web site might automatically log you in to the Web site and/or set new cookies when you click on the links in the e-mails and you might need to manually remove such cookies if you do not want them to be set on your computer. See section titled "Third-Party Web site Advertising - General" below for additional information about cookies.

• Log Files: We track log files on our Web site (i.e., we log your computer's IP address into our log files when you visit a page on our Web site) and use them to analyze trends, administer the Web site, track your movements on the Web site, and gather broad demographic information for aggregate use. We might link some or all of this information to personally identifiable information that is stored on a cookie in your computer. We only use information gathered from these activities for our internal marketing and operational purposes.

#### **Disclosure of Personal Information**

IACP will not sell, rent, or share personal information with third parties without your prior consent except in the limited circumstances described in this Privacy Policy.

- Consent: With your consent, we might disclose your personal information to third parties in order to provide you with products and services that you have requested. With your consent, we might disclose information you provide to us during registration to third parties in conjunction with (i) your entry into a contest or promotion, (ii) your request of an offer, or (iii) your participation in a survey or similar activity on the Web site. You might be asked for additional information in order to enter the contest or promotion, request an offer, or participate in a survey. The third parties will use the information we provide to them, along with any information you provide during your entry, request, or participation, in order to (i) notify you if you have won a prize in a contest or sweepstakes, and (ii) to fulfill, or facilitate fulfillment of, requests for products or services you may make in connection with your entry, request, or participation. These third parties are contractually obligated to keep all such information confidential and to only use it for the purposes for which it was provided. When we provide information collected during a contest, promotion, offer, or survey on the Web site to third parties, we always disclose this to you at the time of collection
- IACP's Own Business Purposes: We use and disclose information about you for our own internal statistical, design, or operational purposes, such as to estimate our audience size, measure aggregate traffic patterns, and understand demographic, user interest, purchasing and other trends among our users. We might outsource these tasks and disclose personal information about you to third parties, provided the use and disclosure of your personal information by these third parties is restricted to performance of such tasks. We might also share personal information with third-party vendors who assist us in performing internal functions necessary to operate our business. We require our third party vendors to keep such information confidential and to only use the information for the purpose it was provided.
- Protection of IACP and Others: We disclose personal information when we believe it is appropriate to comply with the law (e.g., a lawful subpoena, warrant or court order); to enforce or apply this privacy policy or our other policies or agreements; to initiate, render, bill, and collect for amounts owed to us; to protect our or our users' rights, property or safety; or to protect our users from fraudulent, abusive, or

unlawful use of our Web site; or if we reasonably believe that an emergency involving immediate danger of death or serious physical injury to any person requires disclosure of communications or justifies disclosure of personal information without delay.

#### Children

We do not intend, and the Website is not designed, to collect personal information from children under the age of 18. If you are under 18 years old, you should not register for our services or otherwise provide information on our Website and should ask your parent to do so for you.

#### Third-Party Web site Advertising - General

We may use one or more third-party advertising company to serve ads when you visit our Web site. We do not share personal information about you with any third party advertiser unless you give us permission to do so, separate from any permission you provide during the registration process. These advertisers might seek to use cookies and Web beacons to track session data about the ads you have seen and types of things in which you appear interested. These advertisers might also use combined information about your visits to our Web site and other Web sites in order to provide advertisements about related goods and services of interest to you. Third-party advertising networks may place a cookie on your computer to tailor ad content both on IACP and on sites within the third-party network that you visit in the future. If you would like more information about this practice and how to opt-out of having this information used by Network Advertising Initiative (NAI) companies, please click here.

• Third Party Search Engines - IACP provides access to publicly viewed site information by third-party search engine "crawlers" (such as Google). IACP blocks access by these engines to personal information beyond the publicly viewed information you agreed to upon registering for the site, and as indicated in this privacy policy and terms and conditions.

#### **Third-Party Links**

From time to time we might have links to other Web sites from our Web site. We do not control, and therefore cannot be responsible for, the collection, use, or disclosure of your information by any such third-party Web site. Please carefully review the privacy policy of any third-party Web site that you link to from our Web site. The privacy policies of such Web sites might differ from that of our Web site; therefore, we encourage you to review and understand the privacy policies of such Web sites before providing them with any information.

### **Third-Party Sources**

IACP might also obtain information about you from third parties, such as demographic marketing information, address verification, or third-party mailing lists, and add such information to, or combine it with, your personal information. Should we ever obtain this information and link it to you, we will treat it all as personal information under this Privacy Policy.

#### Security

We use reasonable security measures to store and maintain personally identifying information so as to protect it from loss, misuse, alteration or destruction by unauthorized parties while it is under our control. We use secure socket layer ("SSL") encryption when transmitting certain kinds of information, such as payment information, over the Internet.

#### **International Users**

We collect, process, and maintain your information in the Unites States, where privacy laws might not be as protective as in your home country. If you are using the Web site from outside of the United States, by providing your information to us you are consenting to the transfer of your information to the United States for processing and maintaining in a manner consistent with this Privacy Policy.

#### **Correcting/Updating Personal Information**

We give you the opportunity to opt-out of receiving commercial e-mail from us by following the opt-out instructions provided in the message. Even if you opt-out in this manner, however, you will still receive account-related and non-commercial messages from us. To get placed on our "DO NOT E-MAIL" list, send a request to info@IACP.com. If your e-mail address is added to the "DO NOT E-MAIL" list, you will not receive any newsletters or other opt-in e-mail messages. Please note, however, that your e-mail address being placed on the "DO NOT E-MAIL" list does not prevent you from receiving "friend invite" e-mail messages, or email messages from third parties from which you requested information, products, or services from during or immediately after registration. To opt-out from messages from these third parties, or from any other communications that you receive directly from third parties, you must contact them directly in order to opt-out.

#### California Privacy Rights

California Civil Code Section 1798.83 permits customers who are California residents to request certain information regarding disclosure of personal information to third parties for their direct marketing purposes. We do not provide your personal information to any third party for their direct marketing purposes without your consent. If, having provided your consent, you would like to revoke your consent to future disclosure of your personal information to third parties, send a request to support@IACP.com with "California Opt-Out" in the subject line. Please note that this opt-out will not prevent the use of information that has already been disclosed to third parties with your consent and you should contact them directly to opt-out from such communications. If you would like more information with respect to your privacy rights under California law, you may contact us at info@IACP.com. Please indicate such a request by placing "California Disclosure Information" in the subject line.

#### **How to Contact Us**

If you have any questions or comments about this Privacy Policy, the privacy practices of this Web site, or your dealings with IACP, please contact us at IACP or use the following address phone or fax number:

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