Alameda County Agricultural Fair Association

Terms & Conditions

Last Updated: November 6, 2023

I. Acceptance of Terms & Conditions

Welcome to Alameda County Fair! Alameda County Agricultural Fair Association ("ACAFA," "we," "us," and "our") is a nonprofit 501 (c)(3) tax-exempt organization. Our mission is to assure the ongoing viability of the Alameda County Fairgrounds, present the annual Fair, offer others year-round opportunities to use the Fairgrounds, and provide services in furtherance of and relating to those activities and events, including the provision of our Website at www.alamedacountyfair.com (collectively, the "Services").

These Terms & Conditions set forth a legally binding agreement between you and ACAFA and govern your use of and access to any of our Services, including this Website. They contain very important information regarding your rights and obligations, as well as conditions, limitations and exclusions, that might apply to you in the use of any of our Services, including any visit to or use of our Website at www.alamedacountyfair.com and all associated sites. Please read these Terms & Conditions carefully. By visiting or using, or allowing someone on your behalf to visit or use our Services, you accept and expressly agree to be bound and abide by these Terms & Conditions, as well as our Privacy Policy and any notices of our offline privacy practices, each of which is incorporated herein by this reference.

This Website and some of our Services are not intended for children under 13 years of age. We do not collect or maintain personal information from individuals we know are under the age of 13. If you are under the age of 13, you are prohibited from using this Website, and you must cease any such use. Verifiable consent from a parent or legal guardian must be obtained by us before the use of our Website by children under 13 years of age. By using our Services, you affirm that you (a) are 18 years of age and otherwise legally competent to form a binding contract with ACAFA, (b) are not legally prohibited from accessing or using this Website or any of our other Services, by contract, applicable laws, or otherwise, and (c) that you have the legal authority to bind any organization or company on whose behalf you are using our Services, to these Terms and Conditions.

If you do not agree with these Terms & Conditions, our Privacy Policy, and any notices of our offline privacy practices, and/or you are not able to meet the requirements stated herein, you must not access or use the Website or our Services.

II. Changes to Terms & Conditions

These Terms & Conditions are subject to change by ACAFA at any time, in our sole discretion, with or without prior written notice. All changes will be in effect immediately upon our posting of them and apply to all access and use of the Website as of the "Last Updated" date referenced above. You are expected to check these Terms & Conditions frequently and at least prior to using any of our Services and/or purchasing any products or services through our Website, so that you are aware of any changed terms and conditions, as they are binding on you. Your continued use of our Website and other Services after the "Last Updated" date constitutes your acceptance of and agreement to such changes.

III. Website Availability, Your Responsibilities and Account Security

We reserve the right to withdraw or amend this Website and any of our other Services or material we provide, in our sole discretion without prior notice. We will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period of time. From time to time, we may restrict access to some parts of the Website, or the entire Website, to users.

You are responsible for (a) making all arrangements necessary for you to have access to the Website, (b) ensuring that all persons who access the Website through your internet connection are aware of these Terms & Conditions and comply with them, and (c) ensuring that using this Website or our other Services on a mobile device does not distract you or prevent you from obeying traffic and safety laws.

To use or interact with the Website, such as our "Contact Us" page, you may be asked to provide certain information. You agree that all information you provide on the Website is correct, current, and complete. You also agree that all information you provide is governed by our Privacy Policy, as well as any other notices of our offline privacy practices, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

If you choose, or are provided with, a user name, password, or any other piece of information as part of our Services or security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access using your user name, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name, password or other information, or of any other breach of security of that information. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any user name, password, or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms & Conditions.

IV. Ownership of Information and Intellectual Property Rights

The Website, the domain, and its entire contents, features, and functionality (including but not limited to all information, software, text, displays, images and photographs, video, and audio, and the design, selection, and arrangement thereof) are owned by ACAFA, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

These Terms & Conditions permit you to use the Website for your personal, non-commercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our Website, except as follows:

- Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.
- You may store files that are automatically cached by your Web browser for display enhancement purposes.
- You may print or download one copy of a reasonable number of pages of the Website for your own personal, non-commercial use and not for further reproduction, publication, or distribution.
- If we provide desktop, mobile, or other applications for download, you may download a single copy to your computer or mobile device solely for your own personal, non-commercial use, provided you agree to be bound by our end user license agreement for such applications.
- If we provide social media features with certain content, you may take such actions as are enabled by such features.

You must not:

- Modify copies of any materials from this Website.
- Use any illustrations, photographs, video or audio sequences, or any graphics separately from the accompanying text.
- Delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from this Website.

You must not access or use for any commercial purposes any part of our Services including the Website or materials available through the Website.

If you wish to make any use of material on the Website other than that set out in this section, please address your request to: frontdesk@alamedacountyfair.com.

If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the Website in breach of these Terms & Conditions, your right to use the Website will stop immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title, or interest in or to the Website or any content on the Website is transferred to you, and all rights not expressly granted are reserved by ACAFA. Any use of the Website not expressly permitted by these Terms & Conditions is a breach of these Terms & Conditions and may violate copyright, trademark, and other laws.

V. Trademarks

Our entity name, logo and all related names, logos, product and service names, designs, and slogans are trademarks of ACAFA or third parties with whom we do business, including any affiliates, business partners, service providers, suppliers or licensors. You must not use such marks without the prior written permission of ACAFA. All other names, logos, product and service names, designs, and slogans on this Website or used in promoting our Services are the trademarks of their respective owners, and you must not use such marks without prior written permission of those owners.

VI. Prohibited Uses

You may use the Website only for lawful purposes and in accordance with these Terms & Conditions. Submissions and unauthorized use of any materials contained on this Website may violate copyright laws, trademark laws, the laws of privacy and rights to publicity, certain communications statutes and regulations and other applicable laws and regulations. You are solely responsible for your actions in connection with your use of our Website and any other Services.

You agree not to use the Website or any of our other Services:

- In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by
 exposing them to inappropriate content, asking for personally identifiable information, or
 otherwise.
- To send, knowingly receive, upload, download, use, or re-use any material that does not comply
 with the Content Standards set out in these Terms & Conditions.
- To transmit, or procure the sending of, any advertising or promotional material without our prior written consent, including any "junk mail," "chain letter," "spam," or any other similar solicitation.
- To impersonate or attempt to impersonate ACAFA, any of our employees, another user, or any
 other person or entity, including, without limitation, by using email addresses or screen names
 associated with any of the foregoing.
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which, as determined by us, may harm ACAFA or users of the Website, or expose them to liability.

Additionally, you agree not to:

- Use the Website in any manner that could disable, overburden, damage, or impair the Website or
 interfere with any other party's use of the Website, including their ability to engage in real time
 activities through the Website.
- Use any robot, spider, or other automatic device, process, or means to access the Website for any purpose, including monitoring or copying any of the material on the Website.
- Use any manual process to monitor or copy any of the material on the Website, or for any other purpose not expressly authorized in these Terms & Conditions, without our prior written consent.
- Use any device, software, or routine that interferes with the proper working of the Website.
- Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer, or database connected to the Website.
- Attack the Website via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Website.

VII. User Contributions and Content

The Website may contain message boards, chat rooms, personal web pages or profiles, forums, bulletin boards, and other interactive features (collectively, "Interactive Services") that allow users to post, submit, publish, display, or transmit to other users or other persons (hereinafter, "post") content or materials (collectively, "User Content") on or through the Website.

All User Content must comply with the Content Standards set out in these Terms & Conditions.

Any User Content you post to the Website will be considered non-confidential and non-proprietary. By providing any User Content on the Website, you grant us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns the right to use, reproduce, modify, perform, display, distribute, and otherwise disclose to third parties any such material for any purpose.

You represent and warrant that:

- You own or control all rights in and to User Content and have the right to grant the license stated above to us and our affiliates and service providers, and each of their and our respective licensees, heirs, successors, and assigns.
- All of your User Content does and will comply with these Terms & Conditions.

You understand and acknowledge that you are responsible for any User Content you submit or contribute, and you, not ACAFA, have full responsibility for such content, including its legality, reliability, accuracy, and appropriateness.

We are not responsible or liable to you or any third party for the content or accuracy of any User Content posted by you or any other user of the Website.

VIII. Monitoring and Enforcement; Termination

We have the right to:

Remove or refuse to post any User Content for any or no reason in our sole discretion.

- Take any action with respect to any User Content that we deem necessary or appropriate in our sole discretion, including if we believe that such User Content violates the Terms & Conditions, including the Content Standards, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Website or the public, or could create liability for ACAFA.
- Disclose your identity or other information about you to any third party who claims that material
 posted by you violates their rights, including their intellectual property rights or their right to
 privacy.
- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Website.
- Terminate or suspend your access to all or part of the Website for any or no reason, including without limitation, any violation of these Terms & Conditions.

Without limiting the foregoing, we have the right to cooperate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Website. YOU WAIVE AND HOLD HARMLESS ACAFA AND ITS AFFILIATES, LICENSEES, AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY EITHER ACAFA OR SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

However, we cannot/do not undertake to review all material before it is posted on the Website, and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications, or content provided by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

IX. Content Standards

These content standards apply to any and all User Content and use of Interactive Services. User Content must in their entirety comply with all applicable federal, state, local, and international laws and regulations. Without limiting the foregoing, User Content must not:

- Contain any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable.
- Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age.
- Infringe any patent, trademark, trade secret, copyright, or other intellectual property or other rights of any other person.
- Violate the legal rights (including the rights of publicity and privacy) of others or contain any
 material that could give rise to any civil or criminal liability under applicable laws or regulations or
 that otherwise may be in conflict with these Terms & Conditions, our Privacy Policy, and any
 notices of our offline privacy practices.
- Be likely to deceive any person.
- Promote any illegal activity, or advocate, promote, or assist any unlawful act.
- Cause annoyance, inconvenience, or needless anxiety or be likely to upset, embarrass, alarm, or annoy any other person.

- Impersonate any person, or misrepresent your identity or affiliation with any person or organization.
- Involve commercial activities or sales, such as contests, sweepstakes, and other sales promotions, barter, or advertising.
- Give the impression that they emanate from or are endorsed by us or any other person or entity,
 if this is not the case.

X. Intellectual Property Infringement

We respect the intellectual property of others, and we expect those who use this Website and our other Services to do the same. We reserve the right, in our sole discretion, to disable and/or terminate use, activity and accounts, if any, of individuals who may infringe or repeatedly infringe the copyrights or other intellectual property rights of ACAFA, its licensors and any other third party. If you believe that any User Content violates your copyright, please send us a notice of copyright infringement to ACAFA, Attn: Legal Complaints, 4501 Pleasanton Ave, Pleasanton, CA 94566.

XI. Reliance on Information Posted

The information presented on or through the Website is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Website, or by anyone who may be informed of any of its contents.

This Website may include content provided by third parties, including materials provided by other users, bloggers, and third-party licensors, syndicators, aggregators, and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by us, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of ACAFA. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

XII. Changes to the Website

We may update the content on this Website from time to time, but its content is not necessarily complete or up-to-date. Any of the material on the Website may be out of date at any given time, and we are under no obligation to update such material.

XIII. Linking to the Website and Social Media Features

You may link to our homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part without our prior written consent.

This Website may provide certain social media features that enable you to:

- Link from your own or certain third-party websites to certain content on this Website.
- Send emails or other communications with certain content, or links to certain content, on this Website
- Cause limited portions of content on this Website to be displayed or appear to be displayed on your own or certain third-party websites.

You may use these features solely as they are provided by us, and solely with respect to the content they are displayed with, and otherwise in accordance with any additional terms and conditions we provide with respect to such features. Subject to the foregoing, you must not:

- Establish a link from any website that is not owned by you.
- Cause the Website or portions of it to be displayed on, or appear to be displayed by, any other site, for example, framing, deep linking, or in-line linking.
- Link to any part of the Website other than the homepage.
- Otherwise take any action with respect to the materials on this Website that is inconsistent with any other provision of these Terms & Conditions.

The website from which you are linking, or on which you make certain content accessible, must comply in all respects with the Content Standards set out in these Terms & Conditions.

You agree to cooperate with us in causing any unauthorized framing or linking immediately to stop. We reserve the right to withdraw linking permission without notice.

We may disable all or any social media features and any links at any time without notice.

XIV. Links from the Website

If at any time the Website contains links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the content of those websites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party websites linked to this Website, you do so entirely at your own risk and subject to the terms and conditions of use for such websites. Visiting and use of such websites is subject to their respective terms of use or service and privacy policies. We encourage you to be aware of when you leave our Website, and to read the terms of use or service and privacy policy of any third-party website or service that you visit or use.

XV. Third Party Websites And Services

ACAFA uses third party XO Pandora to develop and maintain the Website, and you can read XO Pandora's Data Privacy Partnership Agreement and XO Pandora's Privacy Policy. Our Website is hosted by third party WordPress (see https://wordpress.org/hosting/), and you can read its privacy policy at https://wordpress.org/about/privacy/.

Third party Saffire provides and manages secure online ticketing sales for ACAFA. When purchasing tickets, you are redirected to Saffire. View Saffire's privacy policy, terms and cookies at https://www.saffire.com/privacy-terms-cookies/.

Third party companies engaged by ACAFA have agreed to and must implement and maintain reasonable security procedures and practices to protect your personal information from unauthorized access, destruction, use, modification or disclosure and comply with applicable laws and regulations.

XVI. Geographic Restrictions

ACAFA is based in the State of California in the United States. All marketing and promotional materials, this Website and our Services are directed to, and for use by, only those persons located within the United States. We make no claims that the Website, our Services, or any ACAFA related content is accessible or appropriate outside of the United States. Access to the Website may not be legal by certain persons or in certain countries. If you access the Website from outside the United States, you do so on your own initiative, at your own risk, and are entirely responsible for compliance with applicable local laws, including but not limited to export and import regulations.

XVII. Disclaimer of Warranties

ACAFA and its suppliers cannot and do not guarantee or warrant that files available for downloading from the internet or the Website will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our Website for any reconstruction of any lost data. TO THE FULLEST EXTENT PROVIDED BY LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

YOUR USE OF THE WEBSITE, ITS CONTENT, AND ANY OTHER SERVICES, OR ITEMS OBTAINED THROUGH THE WEBSITE IS AT YOUR OWN RISK. THE WEBSITE, ITS CONTENT, AND ANY OTHER SERVICES, OR ITEMS OBTAINED THROUGH THE WEBSITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER ACAFA NOR ANY PERSON ASSOCIATED WITH ACAFA MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE WEBSITE. WITHOUT LIMITING THE FOREGOING, NEITHER ACAFA NOR ANYONE ASSOCIATED WITH ACAFA REPRESENTS OR WARRANTS THAT THE WEBSITE, ITS CONTENT, OR ANY OTHER SERVICES, OR ITEMS OBTAINED THROUGH THE WEBSITE WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR WEBSITE OR THE SERVER(S) THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE WEBSITE OR ANY OTHER SERVICES, OR ITEMS OBTAINED THROUGH THE WEBSITE, WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

TO THE FULLEST EXTENT PROVIDED BY LAW, ACAFA HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

XVIII. Limitation of Liability

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL ACAFA OR ITS LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, ARISING OUT OF OR IN RELATING TO YOUR USE, OR INABILITY TO USE, THE WEBSITE, ANY WEBSITES LINKED TO IT, ANY THIRD-PARTY WEBSITES TO WHICH YOU ARE REDIRECTED, ANY CONTENT, INFORMATION, PRODUCTS AND SERVICES ON OR OBTAINED THROUGH THE WEBSITE OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, OR LOSS OF DATA, EVEN IF FORESEEABLE.

XIX. Indemnification

You agree to defend, indemnify and hold harmless ACAFA, its licensors, business partners, service providers, suppliers, successors and assigns, and their respective officers, directors, employees, agents,

from and against any and all claims, damages, liabilities, judgments, awards, losses, costs and expenses (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms & Conditions; your use of the Website, any websites linked to it and any third-party websites to which you are redirected, including without limitation your User Content, your use of any content, information, products and services; and your violation of any laws or regulations, or infringement or injury of the rights of any third party.

XX. Governing Law and Jurisdiction

All matters, disputes or claims arising from or relating to the Website, our other Services and these Terms & Conditions shall be governed by and construed in accordance with the laws of the State of California without giving effect to any choice or conflict of law provision or rule of the State of California or any other jurisdiction.

Any legal suit, action, or proceeding arising out of or relating to the Website, our other Services and these Terms & Conditions shall be instituted exclusively in the Superior Courts of California in and for the County of Alameda or the U.S. federal courts of the State of California, Northern District. ACAFA retains the right to bring any suit, action, or proceeding against you for breach of these Terms & Conditions in your country and state of residence. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

XXI. Waiver and Severability

No waiver by ACAFA of any term or condition set out in these Terms & Conditions shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of ACAFA to assert a right or provision under these Terms & Conditions shall not constitute a waiver of such right or provision.

If any provision of these Terms & Conditions is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of these Terms & Conditions will continue in full force and effect.

XXII. Entire Agreement

These Terms & Conditions constitute the sole and entire agreement between you and ACAFA regarding the subject matter set forth herein and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the same subject matter.

CONTACT INFORMATION

For all questions, comments, requests for technical support and other communications, please contact: ACAFA Webmaster, 4501 Pleasanton Avenue, Pleasanton, CA 94566. You can call our main office at: 925-426-7600 or email us at frontdesk@alamedacountyfair.com.