

OUR STATEMENT ON PRIVACY

(Effective December 15, 2015 and updated May 25, 2018)

Your Privacy Is Extremely Important to Us.

Daybreaker cares deeply about cultivating exceptional experiences and honoring the spark in each member of our community.

In this spirit, we strive to be open, clear, and respectful in how we handle your personal information. ***Please review this Statement on Privacy carefully*** – and if you find anything in here doesn't make sense or seem right to you, please write to us at admin@daybreaker.com.

By accessing our Services, you acknowledge and fully agree to all terms and conditions in this Statement on Privacy.

A Few Preliminary Definitions

There are a few terms that you'll see repeatedly throughout our Statement on Privacy. Here's an explanation of those terms:

1. Daybreaker LLC (also "**Daybreaker**", "**we**", "**us**", "**Company**" and "**our**") is a New York limited liability company dedicated to providing morning-based events, activities and entertainment.
2. Daybreaker's "**Affiliates**" include our executives, employees, officers, contactors, consultants, advisers, board members, directors, joint ventures, parents, subsidiaries, successors, assigns, and any controlling and/or acquiring individual and/or entity and his/her/its affiliates.
3. "**You**" (also "**your**" and "**user**") refers to you, the individual, as well as any entity or other individual on whose behalf you're acting.
4. "**Services**" refer to any and all of Daybreaker's websites, social media accounts, in-person events, emails, text and SMS messages, feeds (e.g. Real Simple Syndication feeds, Atom feed), ticket sales, merchandising efforts, promotions, advertisements, software, programs, features, systems, platforms, and applications.

Daybreaker Keeps a Pulse on Our Community & Its Members.

It's important for Daybreaker to know our people and keep a pulse on the community. That way, we can learn and improve as we aim to deliver truly memorable experiences.

You therefore agree that it's OK for us to collect the following information from you:

1. **Signing Up.** If you sign-up with Daybreaker through our website, we ask you to provide an email address. We collect and store this information. Likewise, if you provide an email address to us at any other point (e.g. at one of our events) we will collect and store that information. We will use your email address to send you information about Daybreaker events and products in your city or online.

2. **Third Party User Information.** Third party providers like Facebook make it simple to connect with Daybreaker. If you use a third party provider to connect with us, Daybreaker and its Affiliates reserve the right to collect information from that third party if you have explicitly consented to do so. For example, if you “like” Daybreaker, we may serve you a Facebook ad regarding an upcoming event.
3. **Information We Collect.** You acknowledge and agree that Daybreaker and its Affiliates reserve the right to collect any and all text, photos, images, video, audio, and multimedia you create, provide, upload, download, import, sync, and/or share in connection with our Services. If at any point you provide contact information (e.g. email address, phone number, name), personally identifying information (e.g. full name + street address), and/or financially sensitive information (e.g. credit card information), Daybreaker and its Affiliates will collect such information. We also collect information about any contact you make with Daybreaker; this includes, without limitation, recording customer service calls and saving and memorializing electronic messages and communications for the purposes of quality assurance, user data analysis, evidence in a dispute, and/or enforcement of agreements.
4. **User Interactions & Tracking Technologies.** Daybreaker needs the ability to measure, improve, and customize around your use of our Services. You acknowledge and agree that, when you use our Services, Daybreaker and its Affiliates reserve the right to automatically collect data and information about your use of our Services – such as how you get to our Services, what you were doing before you used our Services, what type of device and operating system you use, what type of browser and language you use, the IP address and device ID of your device and/or proxy server, your mobile carrier/ISP, your location, referring URLs, what you view and when, what you click and when, which features you choose to use or not use, which events and/or products interest you how long you spend using our Services, and what you do after you use our Services. If you have opted to receive texts, SMS messages, and/or emails from Daybreaker, we reserve the right collect a confirmation when you open these messages and emails. You acknowledge and agree that Daybreaker may use cookies, web beacons, pixel tags, clear GIFs, and other tracking technology to collect data and information from you. Please note that most phones have settings which turn off the GPS locator and push notifications; likewise, many browsers enable the user to limit the use of tracking technology.

Daybreaker Will Store & Retain Your Information.

There’s no point collecting all of this information if we’re not going to save it. You acknowledge and agree that Daybreaker and its Affiliates reserve the right to freely retain and store all data and information that we collect from you – in any manner and/or format we choose, in any location we select, worldwide, and for any duration of time. Likewise, Daybreaker reserves the right to delete, filter, edit, remove, or destroy any data and/or information we collect for any purpose without notice or cause.

If you would ever like your information detailed to you or removed from Daybreaker (your email address, city location, ticket purchase history etc.), reach out to admin@daybreaker.com and we will reply to your request within 24 hours.

We Are Not in Business to Sell or Share Your Information.

Let's make one thing very clear: we are not in the business of selling or sharing sensitive information.

If we collect or obtain your name, address, email address, and/or phone number, this information will not be sold to third party advertisers. Moreover, Daybreaker will not sell any financially sensitive information that you provide (e.g. credit card number) to any third party whatsoever.

You acknowledge and agree that Daybreaker reserves the right to share the names, email addresses, social handles, and phone numbers of our event attendees with select partners and sponsors when you have explicitly consented for Daybreaker to do so.

Please note that we reserve the right to obtain any information and/or data about you from any third party we choose; we further reserve the right to store and use this information and/or data as though it were provided and/or generated in connection with your usage of our Services, as described in this Privacy Statement.

We Intend to Use Your Information in a Few Different Ways.

You acknowledge and agree that Daybreaker may make use of your data and information as follows:

- 1. Making Use of Your Content.** If you send us awesome photos, good suggestions, love notes, and the like, we reserve the right to use that information. With respect to information not provided as contact information, personally identifying information, or financially sensitive information, you acknowledge and agree that Daybreaker reserves the right to make full and unencumbered usage of any text, photos, images, video, audio, and multimedia you create, provide, upload, download, import, sync, and/or share in connection with our Services ("User Content"). Moreover, you hereby grant Daybreaker a perpetual, irrevocable, non-exclusive, royalty-free, fully sublicensable, worldwide license to exercise any and all rights you may have in your User Content; you agree that Daybreaker may, at our sole discretion: copy, reproduce, adapt, translate, sell, distribute, syndicate, publish, transfer, communicate, modify, exhibit, advertise, market, create derivative works from, display, make commercial use of (including currently known and future, currently unknown commercial uses), and/or otherwise use your User Content in any media in any manner, fashion and/or context we wish. You further agree that you waive any moral rights – including but not limited to the rights of attribution – in connection with any User Content. Furthermore, you represent that you have full authority and right to grant licenses and waive rights pursuant to this Statement on Privacy.

2. **Optimizing Your Experience.** Daybreaker and its Affiliates collect and study the data and information you provide and generate– and the data and information provided and generated by other users – so that we may create the best possible user experience. You acknowledge and agree that this includes, but is not limited to, analyzing data and information generated and gathered from your interactions with our Services – and using said data and information to provide you and other users with customization, focus, and ultimately improvement around our Services, third party offerings, marketing efforts, and user experiences. Without limitation, we reserve the right to use the data and information provided and/or generated by you to send you and other users push notifications and other targeted promotions and advertisements.
3. **Necessary Disclosures.** While we deeply value your sensitive information, we need to do everything we can to protect our Company, Affiliates, and community. Therefore, you acknowledge and agree that Daybreaker and its Affiliates may disclose any of the information you provide us (i.e. even your personally identifying and financially sensitive information): (a) in compliance with legal process or upon legal request; (b) as we facilitate a transaction for you (for example, disclosing your information to a credit card company to facilitate a ticket purchase); (c) to resolve disputes; (d) in order to enforce our terms of service and privacy policy; (e) to protect the rights and/or safety of a third party; and/or (f) to otherwise protect Company, our Affiliates, and our its users.
4. **Sharing Your Information within Daybreaker.** Daybreaker works hard to maintain strong channels of communication. You acknowledge and agree that – among our Company and its Affiliates – Daybreaker may fully and freely disclose and discuss any information and data regarding you and/or your use of our Services (i.e. even financially sensitive and personally identifying information). This includes, but is not limited, to the disclosure and transfer of all such information and data in the event of a merger, acquisition, asset sale, or change in control. The data and information you provide and/or generate in connection with our Services is an asset for all intents and purposes.
5. **Communications from Daybreaker.** Daybreaker wants to stay in touch with you – so we can keep you in the loop with upcoming events, good news, and the occasional promotion. These communications may be based on and/or derived from information you provide us, information provided to us by a third party, and/or your interactions with our Services. You agree to receive these communications and acknowledge that you may opt-out at any time by clicking at the bottom of Daybreaker emails or emailing optout@daybreaker.com or admin@daybreaker.com, subject line “Opt Out.”
6. **Inferences & Aggregate Data.** To make the most of our data, Daybreaker needs to dig deeper than the surface. You acknowledge and agree that Daybreaker and its Affiliates may use information and data provided and/or generated by your use our Services in order to infer patterns of behavior and factual information about you and our other users. You further acknowledge and agree that Daybreaker and its Affiliates may use this information and data to create compilations and aggregated data; we use this aggregated (i.e. non-

individualized) data for our own analysis, as well as for sale to third parties, such as market research firms and advertisers.

We need to make sure a few more points are clear.

- 1. No Minors & Only Competent Persons.** You agree that you are at least eighteen (18) years of age. You further agree that you are of sound mind and body to understand and agree to this Privacy Policy. Daybreaker is not intended for, nor do we knowingly collect information from, children under the age of 13. If you think a child under 13 has given information or accessed our services, **please let us know immediately.**
- 2. California Residents.** California residents are allowed request a list of personal information we disclosed to third parties for direct marketing purposes, alongside the identities of those third parties. This request is free, and California residents are allowed one per year under California Civil Code 1798.83. You may submit these requests to **admin@daybreaker.com**, subject line "Shine the Light Law Request," or write us at: Daybreaker LLC, Attention: Legal Department, 163 North 6th Street #B10, Brooklyn, NY 11211.
- 3. A Word about Security & Protecting Your Information.** Unfortunately, nothing is 100% secure on the Internet. You acknowledge and agree that Daybreaker and its Affiliates cannot warrant the safety and/or security of information or data you transmit to, from, or in connection with Daybreaker; this includes, without limitation, your personally identifying and financially sensitive information. Likewise, you acknowledge and agree that Daybreaker and its Affiliates cannot guarantee that your personal information will be free from unwanted access, usage, disclosure, and/or alteration. You therefore agree to release, defend, indemnify, and hold harmless Daybreaker and its Affiliates in connection with any disputes, claims, controversies, lawsuits, liabilities, decisions, damages, awards, amounts, costs, fees, and/or penalties arising out of and/or relating to the unwanted access, collection, storage, and/or usage your data and information and/or the data and information of a third party – even if the alleged breach originated from Daybreaker’s sole acts or practices – regardless of prior notice or warning, and be it negligence, recklessness or intentional conduct. Indeed, you acknowledge and agree that you are solely responsible for protecting your own private and sensitive information, such as your passwords and financial account info.
- 4. Third Party Privacy Policies.** During your Daybreaker experience, you may connect with third party services (e.g. social media providers). You may also access our Services via electronic devices, mobile networks, and internet service providers. All of these third parties have implemented and manage their own privacy policies and practices. You acknowledge and agree that neither Daybreaker nor its Affiliates are responsible for the conduct and/or treatment of any third party as to the access, collection, storage, and/or usage of any of your data or information. We encourage you to carefully review all third party terms and privacy policies; your terms of consent and willingness to consent are strictly between you and said third party.

5. **Headings for Convenience Only.** Our section headings and subheadings have been provided for your convenience; they have no legal, contractual, or any other binding or representative effect on your or us.

Final Thoughts: Your Future Agreement to this Statement on Privacy.

Every time you use our Services, you fully acknowledge and agree to this Statement on Privacy. If you do not agree with this Statement, or any aspect thereof, you must stop using our Services immediately and cease from all further use.

This Statement on Privacy is subject to amendment. You acknowledge and agree that Daybreaker reserves the right to make changes to our privacy policy – and the manner in which we access, collect, store, and use your data and information – at any time, for any reason. If we amend this Statement on Privacy, we will typically notify our users of any such amendment; nonetheless, you acknowledge and agree that Daybreaker is not bound to provide notice of any amendment to this Statement on Privacy.

*Thanks for reading – and always feel free to **give us a holler at admin@daybreaker.com***

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