

## **Privacy Policy and Site Terms**

The Admiral Nimitz Foundation, a nonprofit organization, operates the National Museum of the Pacific War (collectively “us”, “we”, “our” or the “Museum”) and this Site. “Site” means this website, the Museum’s mobile application, or any other digital channel in which the Museum maintains an established presence through a service or application. The Museum is committed to protecting the privacy of its online visitors and Site users. This Privacy Policy and Terms of Use apply to all use and functionality of the Site and personal data processed by employees, contractors and volunteers when acting on behalf of the Museum and all business processes conducted by the Museum through our website, web forms, social media, emails, phone or other digital channels.

### **What information do we collect?**

We collect information from you when you register on our Site, place an order, subscribe to our newsletter, respond to a survey or fill out a form. When ordering, donating, registering, activating a membership or participating in a survey or contest on our Site, as appropriate, you may be asked to enter your: name, e-mail address, mailing address, phone number, social media profile information, credit card information, education and professional information, or other information you upload or provide to us. If you are subscribed to any of the Museum’s email newsletters, the Museum will use your email address to send the newsletter to you. The Museum works with third party service providers to perform these services.

The Museum collects this information in order to meet the legitimate business purposes of the Museum, including furthering the Museum’s not-for-profit mission and meeting the needs of our Site visitors, mobile app users, and email recipients. The personal information we collect and store is managed in accordance with applicable data protection laws.

### **What do we use your information for?**

Any of the information we collect from you may be used and shared in the following ways:

- To personalize your experience your information helps us to better respond to your individual needs
- To improve our Site we continually strive to improve our Site offerings based on the information and feedback we receive from you
- To improve customer service (your information helps us to more effectively respond to your customer service requests and support needs)
- To process transactions
- To administer a contest, promotion, survey or other Site feature
- To respond to respond to governmental or regulatory requests / subpoenas or for litigation purposes, including financial, regulatory, tax and other legal obligations
- To contact you or to send you communications informing you about upcoming programs and events.

### **Do we disclose any information to outside parties?**

We do not sell, trade, or otherwise transfer to outside third parties your personally identifiable information. This does not include trusted third parties and service providers who assist us in operating our Site, conducting our business, providing marketing and data processing/analytics, or servicing you. External, third-party data processing is governed by the privacy policies of these third-party providers. We may also release your information when we believe release is appropriate to comply with the law, enforce our Site policies, or protect ours or others rights, property, or safety. Non-personally identifiable visitor/user information may be provided to other third parties for marketing, advertising, or other uses.

### **How do we protect your information?**

We implement a variety of security measures to maintain the safety of your personal information. Your personal information is contained behind secured networks and is only accessible by a limited number of persons who have special access rights to such systems, and are required to keep the information confidential. When you place orders or access your personal information, we offer the use of a secure server. All sensitive/credit information you supply is transmitted via Secure Socket Layer (SSL) technology and then encrypted into our databases to be only accessed as stated above.

### **Do we use cookies?**

Yes. Any web page or application at this Site that uses cookies will identify itself as such. Cookies are short and simple text files that are stored on a user's computer hard drive by web sites. They are used to keep track of and store information so the user does not have to supply the information multiple times. The information that is collected through cookies at this Site is handled in the same manner as other information collected here. You can configure your web browser to refuse cookies or to notify you when a web site attempts to send you a cookie. You can also check your hard drive for cookie files and delete them from your computer.

### **Your Consent**

By using our Site, you consent to our Privacy Policy and Site Terms. The Museum may make changes to this Policy and Site Terms. Your continued use of any Museum Site(s) or mobile applications, or continuing to receive emails following the posting of such changes will constitute your acceptance of those changes.

By attending our events, you understand and agree that the Museum, anyone acting on behalf of the Museum, and the Museum's licensees, successors and assigns, shall have the right, where permitted by law, to print, publish, broadcast, distribute, and use in any media now known or hereafter developed, in perpetuity and throughout the World, without limitation, your entry, name, portrait, picture, voice, likeness, image, statements about the event, and biographical information for news, publicity, information, trade, advertising, public relations, and promotional purposes, without any further compensation, notice, review, or consent. By attending an event at the Museum, you represent and warrant that your entry is an original work of authorship, and does not violate any third party's proprietary or intellectual property rights. Should you disagree to any of the above, please contact the Museum to process this request.

## **Intellectual Property**

This Site and its original content, features and functionality are and will remain the exclusive property of the Museum and its licensors.

## **Links To Other Web Sites**

Our Site may contain links to third-party web sites or services that are not owned or controlled by the Museum. The Museum has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party web sites or services. You further acknowledge and agree that the Museum shall 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 web sites or services. We strongly advise you to read the terms and conditions and privacy policies of any third-party web sites or services that you visit.

## **Termination**

We may terminate or suspend access to our Site immediately, without prior notice or liability, for any reason whatsoever, including without limitation if you breach this Privacy Policy or Site Terms. All provisions of this Policy and Site Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers and limitations of liability.

## **Disclaimer**

Your use of this Site is at your sole risk. The Site is provided on an "AS IS" and "AS AVAILABLE" basis. The Site is provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement or course of performance.

## **Your Personal Use Only**

You will use the Site only for your personal, noncommercial use unless you and the Museum have agreed otherwise in writing. You may not send electronic mail or other communication to us that is illegal, obscene, profane, threatening, defamatory, invasive of privacy, infringing of intellectual property rights or contains harmful code, or constitutes commercial solicitation, chain letters, mass mailings or violates any applicable law, such as the CANSPAM Act.

## **Children Under 13 Years of Age**

The Museum does not knowingly collect personal information from children under 13 years of age. If we learn we have collected or received personal information from a child under 13, we will delete that information. We may refuse to process, or continue to process, the child's personal information until we receive this evidence of consent or authorization.

## **Governing Law**

This Privacy Policy and Site Terms shall be governed and construed in accordance with the laws of the United States and the state of Texas without regard to its conflict of law

provisions. Our failure to enforce any right or provision of these Privacy Policy or Site Terms will not be considered a waiver of those rights. If any provision of this Privacy Policy or Site Terms is held to be invalid or unenforceable by a court, the remaining provisions will remain in effect. This Privacy Policy and Site Terms constitute the entire agreement between us regarding the use of the Site, and supersede and replace any prior agreements we might have between us regarding such service.

**How do I contact you if there is an issue?**

The Museum welcomes comments regarding this Privacy Policy and Site Terms. If you have any questions or concerns about this Privacy Policy, the Site Terms or the use of your personal information, you are welcome to contact us.

If you do not want to receive e-mail from the Museum in the future, please let us know by e-mailing us at [info@nimitzfoundation.org](mailto:info@nimitzfoundation.org) or by sending a letter to:

The National Museum of the Pacific War  
c/o The Admiral Nimitz Foundation  
Attn: Director of Development  
328 E. Main Street  
Fredericksburg, Texas 78624

Please provide your exact name and address and tell us if you want your name removed from our mailing list, the list we may share with other companies, or both.