

# Terms of Use

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This is the official Terms of Use ("Terms of Use") for [www.worldgolffimax.com](http://www.worldgolffimax.com) (the "Site"), an Internet Web site made available by the **WORLD GOLF HALL OF FAME, A DIVISION OF WORLD GOLF FOUNDATION, INC.**, ("Organization", "we", "us," or "our") to provide information, products, and/or services relating to the Organization's mission, approach, and initiatives, as well as to encourage discussion of important social issues. The contents of the Site include, without limitation, all information, content, data, products, materials, services, software applications and tools, design elements, text, images, photographs, illustrations, audio and video material, artwork, graphics contained therein or otherwise made available to you in connection therewith (collectively the "Material") and, unless the context clearly requires otherwise, or we explicitly say so in writing, the term "Site" includes all of the Material. These Terms of Use constitute a legally binding agreement between you and the Organization regarding your use of and access to the Site.

## **ACCEPTANCE PROCEDURE; ADDITIONAL TERMS AND CONDITIONS**

By accessing and/or using the Site in any manner, you acknowledge that you have read these Terms of Use and all of the terms and conditions contained herein, together with any additional terms and conditions that govern certain products and services made available to you via the Site ("Additional Terms and Conditions") and that you accept and agree to comply with and be bound by the same. The Site's Additional Terms and Conditions and the Privacy Policy are hereby incorporated in these Terms of Use by reference. To the extent that there is a conflict between these Terms of Use and any Additional Terms and Conditions for the activity in which you choose to participate, the Additional Terms and Conditions shall govern. These Terms of Use will remain in full force and effect as long as you are a user of the Site and, in the event of termination of any service or feature, you will still be bound by your obligations under these Terms of Use, the Privacy Policy, and any Additional Terms and Conditions.

## **MODIFICATIONS**

The Organization reserves the right, at its sole discretion, to change these Terms of Use from time to time for any reason, and your access to the Site following our posting of such changes will be deemed to constitute your acceptance of and agreement to any such changed terms and conditions. You should check back frequently and review the terms and conditions of this Agreement regularly so you are aware of the most current rights and obligations that apply to you and the terms and conditions of your agreement with us.

## **PRIVACY POLICY**

The Organization knows that the privacy of your personal information is important to you. Therefore, we have established a Privacy Policy, which is part of these Terms of Use.

## **REGISTRATION**

We may require you to have a unique user name and password combination in order to access and use certain services, features, or functions of the Site, and we may also provide you with additional codes or passwords necessary to access and use certain features or functions of the Site. Please read our Privacy Policy, which describes the personally identifiable information we collect, use, disclose, manage, and store. As part of the registration process for such services, features, or functions, you will choose a user name and password (or we may assign an initial password which we will give you the option to change). Your user name and password are

personal to you and you may not allow any others to use your user name or password under any circumstances. We are not liable for any harm caused or related to the theft or misappropriation of your user name or password, disclosure of your user name or password, or your authorization of anyone else to use your user name or password. You agree to immediately notify us if you become aware of or believe there is or may have been any unauthorized use of (or activity using) your user name or password or any other need to deactivate your user name or password due to security concerns.

### **THE RULES OF CONDUCT**

Your use of the Site is subject to all applicable local, state, and national laws and regulations. You shall not use, allow, or enable others to use the Site, or knowingly condone use of this Site by others, in any manner that is, attempts to, or is likely to:

- be obscene, fraudulent, defamatory, libelous, indecent, discourteous, racially or ethnically offensive, harassing, threatening, abusive, or discriminatory;
- affect us adversely or reflect negatively on us, the Site, our goodwill, name or reputation or cause duress, distress, or discomfort to us or anyone else, or discourage any person, firm, or enterprise from using all or any portion, features, or functions of the Site, or from advertising, linking, or becoming a supplier to us in connection with the Site;
- send or result in the transmission of junk e-mail, chain letters, duplicative or unsolicited messages, or so-called "spamming" and "phishing";
- transmit, distribute, or upload content materials or programs that contain any viruses, Trojan horses, worms, time bombs, cancel bots, or other disabling devices or harmful components intended to damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data, or personal information;
- forge any TCP/IP packet header or part of the header information in any e-mail or posting for any reason;
- modify, disrupt, impair, alter, or interfere with the use, features, functions, operation, or maintenance of the Site or the rights or use and enjoyment of the Site by any other user;
- advocate or encourage any illegal activity;
- infringe upon or misappropriate the copyright, patent, trademark, trade secret, publicity rights, or other intellectual property or proprietary rights of any third party;
- violate the privacy of individuals, including other users of the Site; or
- violate any applicable local, state, or national laws or regulations (anywhere in the world).

### **OWNERSHIP OF INTELLECTUAL PROPERTY RIGHTS**

The Material including, without limitation, the selection, sequence, and "look and feel" and arrangement of the same together with all trademarks, service marks, and trade names displayed, distributed, or otherwise made available via the Site, are the exclusive property of the Organization and/or its affiliates, and any of their respective successors, assigns, licensors, and/or suppliers. You may use the Material solely for your noncommercial, non-exclusive, non-assignable, non-transferable, and limited personal use and for no other purposes. You must not alter, delete, or conceal any copyright or other notices contained on the Site, including notices on any Material you download, transmit, display, print, or reproduce from the Site. You shall not, nor will you allow any third party (whether or not for your benefit) to reproduce, modify, create derivative works from, display, perform, publish, distribute, disseminate, broadcast or circulate

to any third party (including, without limitation, on or via a third party website), or otherwise use, any Material without the express prior written consent of the Organization or its owner if the Organization is not the owner. Any unauthorized or prohibited use of any Material may subject you to civil liability, criminal prosecution, or both, under applicable federal, state, and local laws. No information or statement contained in these Terms of Use or the Web site shall be construed as conferring, directly or by implication, estoppel, or otherwise, any license or right under any patent, copyright, trademark, or other intellectual property right of the Organization, its affiliates, or any third party.

### **USER SUBMITTED CONTENT**

Portions of the Site may provide you and other users with the opportunity to participate in forum services, blogs, messaging, and other interactive features and submit content, media, and materials for posting on the Site in connection with the same, which may include, without limitation, still photographs, writings, spoken statements, music, audio, video, video recordings, audio-visual works and recordings, portraits, animated and/or motion pictures, caricatures, likenesses, vocal or other sounds, sound recordings, voices, voice reproductions, computer graphics, and visual effects (collectively, "User Submitted Content"). To be considered for posting and display to the public, User Submitted Content must meet all the specifications and requirements relating to formatting, compatibility, operating characteristics, and submission, which can also be found on the Site's Web page for the upload of User Submitted Content. When you provide User Submitted Content you may also be asked to provide some information about you and your submission. This may include, without limitation, such things as a descriptive title, some information about the User Submitted Content, length, your location, and/or similar information.

You are solely responsible and liable for all User Submitted Content uploaded under your name, user name, e-mail address, password, and your registration and profile information, if any. User Submitted Content does not reflect the views of the Organization or its affiliates, and neither the Organization nor its affiliates represent or guarantee the truthfulness, accuracy, or reliability of any User Submitted Content, nor endorse or support any opinions expressed in any User Submitted Content. In no event shall the Organization or its affiliates have or be construed to have any responsibility or liability for or in connection with any User Submitted Content. If we determine, in our sole discretion, that you or any User Submitted Content you upload violates these Terms of Use, we reserve the right, at any time, without notice and without limiting any and all other rights we may have under these Terms of Use, at law or in equity, to (a) refuse to allow you to submit further User Submitted Content, (b) remove and delete your User Submitted Content, (c) revoke your registration and right to use the Site, and (d) use any technological, legal, operational, or other means available to enforce these Terms of Use, including, without limitation, blocking specific IP addresses or deactivating your registration, access using your e-mail address, or your user name and password, if any.

You agree you will not submit or attempt to submit, and we have the right to reject, refuse to accept, remove, or otherwise handle as we deem appropriate, any User Submitted Content that is or could be construed as violating any of the terms and conditions of these Terms of Use, including, without limitation, User Submitted Content that:

- infringes any third party's copyright or other intellectual property rights;
- causes harm, harasses anyone, or which may prevent, prohibit, inhibit, restrict, or otherwise impair others from using or enjoying the Site;

- modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Site; or
- violates any requirements, rules, terms, or conditions that may be applicable to your use of any related forum services, blogs, messaging, or other interactive services made available via the Site.

You acknowledge and agree that neither the Organization nor its affiliates control any User Submitted Content. We reserve the right to review any User Submitted Content and to delete, remove, move, edit, or reject, without notice to you, any User Submitted Content that we deem, in our sole discretion, abusive, defamatory, obscene, pornographic, in violation of copyright, trademark, or other intellectual property rights, to be in violation of these Terms of Use, for any reason or for no reason whatsoever; provided, however, that we shall have no obligation or liability to you for failure to do so or for doing so in any particular manner. If we receive notice of any claim of infringement that satisfies specific legal requirements, such as notice and takedown requirements under U.S. copyright law, we may remove User Submitted Content associated with such claim. We reserve the right to provide information to law enforcement officials, governmental agencies and pursuant to judicial or regulatory compulsion, to protect their respective interests, the Site, or to comply with legal, regulatory, audit, and compliance obligations.

Upon your submission of any User Submitted Content for posting and distribution via the Site, you hereby automatically grant to the Organization and its affiliates the unqualified, unrestricted, unconditional, unlimited, worldwide, irrevocable, perpetual, and royalty free right, license, authorization, and permission, in any form or format, on or through any media or medium and with any technology or devices now known or hereafter developed or discovered, in whole or in part, to host, cache, store, maintain, use, reproduce, distribute, display, exhibit, perform, publish, broadcast, transmit, modify, prepare derivative works of, adapt, reformat, translate, and otherwise exploit all or any portion of such User Submitted Content on the Site and any other Organization owned or controlled programming services and distribution platforms, whether currently existing or existing or developed in the future (collectively, the "Platforms"), for any purpose whatsoever (including, without limitation, for any promotional purposes) without accounting, notification, credit, compensation, consideration, or other obligation to you, and the right to license and sub-license and authorize others to exercise any of the rights granted hereunder to the Organization, in our sole discretion.

You acknowledge and agree that neither the Organization nor its affiliates shall be required or have any obligation to host, index, display, accept, or use any User Submitted Content (or take advantage of any or all of the particular rights and authorities granted or otherwise available) and the Organization may, in its sole discretion, remove or refuse to host, index, display, accept, use, or do anything at all with respect to any User Submitted Content. Once you submit or attempt to submit User Submitted Content you shall have no right to prohibit, restrict, revoke, or terminate any of the rights granted to the Organization or its affiliates hereunder. You are not entitled to and you will not receive any compensation or other consideration for your User Submitted Content or any use made of your User Submitted Content once submitted. You also understand and agree that neither all or any portion of your User Submitted Content, nor any commercial, advertisement, promotional, marketing, or other material created by or for the Organization that is associated with your User Submitted Content, need to be submitted to you for approval prior to the Organization's or its affiliates' use thereof.

You hereby release the Organization and its affiliates from any and all claims of any rights, encumbrances, liens, claims, demands, actions, or suits which you may or can have in connection with your User Submitted Content, including, without limitation, any and all liability for any use or nonuse of your User Submitted Content, claims for defamation, libel, slander, invasion of privacy, right of publicity, emotional distress, or economic loss. The Organization and its affiliates have the right to assign, transfer, convey, license, sub-license, and otherwise transfer, sub-contract, delegate, outsource, or engage third parties to perform or benefit from all or any portion of its or their rights and/or obligations to any one or more other parties, without accounting, reporting, notification, or other obligation or liability to you whatsoever, now or in the future. You also forever waive and relinquish all moral rights or droit moral now or hereafter recognized in connection with your User Submitted Content and the rights granted to the Organization and its affiliates hereunder.

Except for the licenses, authorizations, consents, and rights granted hereunder and described in this Agreement, as comprehensive and broad as they may seem or actually be, we acquire no title or ownership rights in or to any User Submitted Content you submit and nothing in these Terms of Use conveys to us any ownership rights in your User Submitted Content. The Organization is acting only as a host, bulletin board, or conduit for User Submitted Content, with all of the specific rights granted by you hereunder. You must own the rights to the User Submitted Content you submit and the right to grant all of the authorizations, permissions, approvals, consents, rights, and licenses as described herein. If you do not exclusively own all of these rights, you must have all necessary authorizations, permissions, approvals, consents, rights, and licenses from the owner(s) to enter into these Terms of Use and perform and comply with all of its obligations. You represent, warrant, and covenant to the Organization and, by submitting User Submitted Content, you reaffirm each such representation, warranty, and covenant, that (a) all of the information provided by you associated with your User Submitted Content is correct, complete, and current, (b) your User Submitted Content does not violate these Terms of Use, any rights of any other party, any of your obligations, any law or regulation, or infringe upon or misappropriate any intellectual property, privacy, publicity, or other rights of any party and (c) you hold and will continue to hold all the ownership, license, proprietary, and other rights necessary to enter into, authorize, grant rights, and perform your obligations under these Terms of Use as described. Upon our request, you will furnish the Organization any documentation, substantiation, and releases necessary and reasonably required to verify and substantiate your compliance with any or all of the terms and conditions contained herein regarding User Submitted Content, including, without limitation, the foregoing representations, warranties, and covenants.

#### **COPYRIGHT COMPLIANCE POLICY**

We take protection of copyrights, both our own and others, very seriously. We therefore employ multiple measures to prevent copyright infringement over this Site and to promptly end any infringement that might occur.

#### **How to Send a Notice of Copyright Infringement**

If you are a copyright owner (or the owner's authorized agent) and have a good-faith belief that material on the Site infringes one of your copyrights, you may notify us using the following procedure. In order for us to process your notice of copyright infringement, it must be sent to the agent designated below and must include the information specified below. When we receive a notice under this procedure, we will expeditiously remove or disable access to the material that is claimed to be infringing or to be the subject of infringing activity.

Send your notice of infringement to our designated agent for receiving such notices:

Name of Agent Designated to Receive Notification of Claimed Infringement: **WORLD GOLF FOUNDATION, INC./ LEGAL DEPARTMENT**

Full Address of Designated Agent to Which Notification Should be Sent to:

**WORLD GOLF HALL OF FAME,  
A DIVISION OF WORLD GOLF FOUNDATION, INC.  
1 WORLD GOLF PLACE  
ST. AUGUSTINE, FL 32092**

Telephone Number of Designated Agent: **(904) 940-4000**

E-mail Address of Designated Agent: **swagner@worldgolffoundation.org**

PLEASE DO NOT SEND ANY INQUIRIES UNRELATED TO COPYRIGHT INFRINGEMENT (e.g., REQUESTS FOR TECHNICAL ASSISTANCE OR CUSTOMER SERVICE, REPORTS, OR E-MAIL ABUSE, etc.) TO THE CONTACT LISTED ABOVE. YOU WILL NOT RECEIVE A RESPONSE IF SUCH TYPE OF INQUIRY IS SENT TO THAT CONTACT.

Your notice of infringement must be a written communication provided to the agent designated above that includes substantially the following information:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
2. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works on the Site is covered by a single notification, a representative list of such works on the Site;
3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;
4. Information reasonably sufficient to permit us to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted;
5. A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
6. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

### **How to Send a Counter-notice if Your Posting Was Removed in Response to a Notice of Infringement and You Believe the Posting Is Not Infringing**

As explained above, if we receive a notice of infringement sent to our designated agent with the information described above, we will expeditiously remove or block access to the material that is claimed to be infringing. We will also send a notification to the user who posted the material, at the e-mail address provided by the user, telling the user that the material was removed or access to it was blocked because of claimed infringement.

If you are a user who posted material that was removed in response to a notice of infringement

and you believe that material was removed due to mistake or misidentification, you may request that we replace the material by sending us a counter-notice as follows:

You must send the counter-notice to our designated agent for receiving notices of infringement, whose name and contact information is above.

Your counter-notice must be a written communication and must include substantially the following information:

1. A physical or electronic signature of you, the user;
2. Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled;
3. A statement under penalty of perjury that the user has a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled; and
4. The user's name, address, and telephone number, and a statement that the user consents to the jurisdiction of Federal District Court for the judicial district in which the address is located, or if the user's address is outside of the United States, for any judicial district in which the service provider may be found, and that the user will accept service of process from the person who provided notification of copyright infringement or an agent of such person.

When we receive a counter-notice that complies with these requirements, we reserve the right, but not the obligation, to restore the material that was removed after forwarding a copy of the counter-notice to the person who sent the notice of infringement and waiting at least 10 business days. If, during those 10 business days, the person who sent the original notice of infringement notifies us that such person has instituted a suit to seek a court order to restrain the user from infringing activity relating to the material on our Site, we will not replace the material.

Otherwise, we may repost the material at our discretion. However, we retain the right to remove, block access to, or not restore material at any time for any reason without any liability to the posting user. In particular, a user who sends a counter-notice pursuant to this Copyright Compliance Policy expressly acknowledges and agrees that we shall not be liable to the user under any circumstances for declining to replace such material.

#### **Repeat Infringer Policy**

We have a policy of terminating the accounts of "repeat infringers." A repeat infringer includes any user who has made two or more Submissions for which we receive a notice of infringement under this Copyright Compliance Policy. Each user agrees that if his or her account is terminated pursuant to this Copyright Compliance Policy, the user will not attempt to establish a new account under any name, real or assumed, and further agrees that if the user violates this restriction by opening a new account after being terminated pursuant to this Copyright Compliance Policy, the user shall indemnify and hold us harmless for any and all liability that we may incur therefore.

#### **LIMITATION OF LIABILITY**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT NEITHER THE ORGANIZATION NOR ANY OF ITS AFFILIATES (INCLUDING PARENT OR SUBSIDIARY COMPANIES), WILL BE LIABLE TO YOU FOR ANY LOSS OR DAMAGES, EITHER ACTUAL OR CONSEQUENTIAL, ARISING OUT OF OR RELATING TO THESE TERMS, OR TO YOUR

(OR ANY THIRD PARTY'S) USE OR INABILITY TO USE THIS SITE, OR TO YOUR RELIANCE UPON ANY INFORMATION OR MATERIAL. IN PARTICULAR, THE ORGANIZATION AND ITS AFFILIATED ENTITIES WILL HAVE NO LIABILITY FOR ANY CONSEQUENTIAL, INDIRECT, PUNITIVE, SPECIAL, OR INCIDENTAL DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE (INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR DEFAMATION, ERRORS, LOSS OF DATA, OR INTERRUPTION IN AVAILABILITY OF DATA), ARISING OUT OF OR RELATING TO THESE TERMS, YOUR USE OR INABILITY TO USE THIS SITE, OR TO YOUR RELIANCE UPON ANY INFORMATION OR MATERIAL, WHETHER BASED IN VERBAL AGREEMENT, CONTRACT, TORT, STATUTORY, OR OTHER LAW, EXCEPT ONLY IN THE CASE OF DEATH OR PERSONAL INJURY WHERE, AND ONLY TO THE EXTENT, THAT APPLICABLE LAW REQUIRES SUCH LIABILITY. THE REMEDIES PROVIDED FOR UNDER THESE TERMS ARE EXCLUSIVE AND ARE LIMITED TO THOSE EXPRESSLY PROVIDED FOR IN THESE TERMS.

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THE INFORMATION AND MATERIAL PROVIDED ON, FROM, OR THROUGH THE ORGANIZATION, ITS SERVICES, AND THE SITE IS PROVIDED "AS-IS" AND "AS AVAILABLE," AND ALL WARRANTIES, EXPRESS OR IMPLIED, ARE DISCLAIMED (INCLUDING BUT NOT LIMITED TO THE DISCLAIMER OF ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT). THE SITE AND RELATED INFORMATION, MATERIAL, AND SERVICES MAY CONTAIN BUGS, ERRORS, PROBLEMS, OR OTHER LIMITATIONS. THE ORGANIZATION AND OUR AFFILIATED PARTIES HAVE NO LIABILITY WHATSOEVER FOR YOUR USE OF THE SITE, INFORMATION, MATERIAL, AND/OR SERVICES. THE ORGANIZATION MAKES NO WARRANTY OR REPRESENTATION THAT AVAILABILITY OR USE OF THE SITE, INFORMATION, MATERIAL, AND/OR SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. YOU UNDERSTAND, ACKNOWLEDGE, AND AGREE THAT YOU ARE ASSUMING THE ENTIRE RISK AS TO THE QUALITY, ACCURACY, PERFORMANCE, TIMELINESS, ADEQUACY, COMPLETENESS, CORRECTNESS, AUTHENTICITY, SECURITY, AND VALIDITY OF ANY AND ALL FEATURES AND FUNCTIONS OF THE SITE, INCLUDING, WITHOUT LIMITATION, ALL INFORMATION, MATERIALS, AND SERVICES MADE AVAILABLE VIA THE SITE.

### **Third-Party Information**

Any articles, press clippings, or other third-party publications (collectively, "Publications") made available through the Web site are furnished by the Organization for your convenience and information. The Organization is a distributor (and not a publisher) of content supplied by third parties (including users). Any opinions, advice, statements, services, offers, or other information made available by third parties, including program hosts, information providers, or any user of the Web site, are those of the respective author(s) or publisher(s) and not of the Organization or its affiliates. THE ORGANIZATION DISCLAIMS ANY REPRESENTATION, EITHER EXPRESS OR IMPLIED, THAT THE INFORMATION IN SUCH PUBLICATIONS IS ACCURATE OR COMPLETE.

### **Links to Sponsors and Other Third-party Sites**

Certain links on the Web site will let you leave the Web site. These linked sites -- for example, those of our partners and news sources -- are not under the control of the Organization, and the



Organization is not responsible for the contents of any linked site or any link contained in a linked site. These links are provided for your convenience, and the inclusion of any link does not imply a recommendation or endorsement by the Organization of any such linked site or the products therein.

#### **TERMINATION**

We may terminate your use of the Site and/or access to any information, content, features, functionality, or services made available in connection therewith, at any time and for any reason, with or without cause, without prior notice to you and without any liability or further obligation of any kind whatsoever to you or any other party.

#### **INDEMNIFICATION**

You agree to indemnify, defend, and hold harmless the Organization and its affiliates or any of their successors and assigns, and any of their respective officers, directors, employees, agents, representatives, licensors, advertisers, suppliers, and operational service providers from any liability, loss, claim, and expense (including attorneys' reasonable fees) related to (1) your violation of these Terms of Use, and (2) your use of this Site.

We reserve the right to assume, at our sole expense, the exclusive defense and control of any such claim or action and all negotiations for settlement, or compromise, and you agree to fully cooperate with us in the defense of any such claim, action, settlement or compromise negotiations, as we may request.

#### **MISCELLANEOUS**

These Terms of Use, together with any Additional Terms and Conditions and our Privacy Policy constitute the sole agreement between you and the Organization and its affiliated entities relating to your use and our provision of the Site and the subject matter hereof. If any provision of these Terms of Use is held to be illegal, invalid or unenforceable, this will not affect any other provisions and the Agreement will be deemed amended to the extent necessary to make it legal, valid, and enforceable. The laws of California govern these terms in all respects, without giving effect to conflicts of laws principles. Any cause of action brought by you against the Organization or its affiliated entities must be instituted within one year after the cause of action arises or be deemed forever waived and barred.