

## **CLEVELAND BROWNS PRIVACY POLICY**

Effective Date: October 7, 2020.

### **Privacy Policy Scope**

Welcome! An overview of this Browns Privacy Policy is provided below. To see the full text, click on the links. This Privacy Policy applies to your use of any of our online services (e.g., website, software, or mobile app) that posts a link to this Privacy Policy, and to our Browns Benefit Card Program, regardless of how you access or use it. Click [here](#) to view our Terms of Use.

### **Quick Links**

**We have summarized some (but not all) of the main topics of this Privacy Policy below. The complete provisions, and not the headings or summaries, govern.**

- **Your Choices and Your CA Privacy Rights**

You have certain choices and options regarding information collection and communications as explained [here](#), including:

- California residents have certain privacy rights detailed [here](#);
- Although the Browns do not look for or respond to “do not track” signals, you can find information on tracking technologies [here](#) and certain choice options regarding Tracking Technologies [here](#);
- Your options regarding accessing and changing certain of your Personal Information are available [here](#);
- Your options regarding promotional communications are explained [here](#); and
- Children’s and minors’ privacy rights, and notice to parents of these rights, are explained [here](#).

- **Collection of Information**

- The Browns may ask you to provide Personal Information (e.g., name, address, e-mail, phone number, etc.), as well as other information (e.g., gender, interests, etc.), which may be required to access certain content, features, and functionality. [More](#)
- The Browns and third parties may collect information from you automatically as you access or use the Service (e.g., information about the devices you use to access the Service, your usage activities, and your device location). [More](#)
- This may include use of cookies and other technologies to keep track of your interactions with the Service, and your location, including to serve you with ads on the Service and on third-party services, and to offer you a more personalized and relevant experience. [More](#)
- The information the Browns receive via the Service may be combined with information the Browns receive from third parties and sources outside of the Service. [More](#)

- The Browns' policies and practices regarding Personal Information collected from children are explained [here](#).

- **Use of Information**

The information the Browns collect is used for a variety of purposes as detailed in this Privacy Policy. For example, your information helps the Browns provide and improve the Service, communicate with you, serve advertising and offers to you, and operate the Browns' business. [More](#)

- **Sharing of Information**

- The Browns may share the information the Browns receive from or about you via the Service (or give others access to it), including your Personal Information, for a variety of purposes, as detailed in this Privacy Policy. [More](#). These include, without limitation:
  - to deliver and improve the Browns' services;
  - for the Browns,' our Affiliates,' (defined below) and NFL Parties' (defined below) marketing and other purposes;
  - to third parties we think you might have an interest in; but we obtain your consent (*e.g.*, opt-in, opt-out) before knowingly sharing Personal Information with third parties (other than Affiliates and NFL Parties) for their own direct marketing purposes.
  - in connection with corporate transactions (*e.g.*, merger or sale);
  - to display your posts or send your messages ([More](#));
  - in connection with your use of third-party services ([More](#)); and
  - in connection with sweepstakes, contests, promotions, benefit card and similar loyalty programs ([More](#)).
- The Browns may share your non-Personal Information and aggregate and/or de-identified information about you except as prohibited by applicable law.

- **Questions and How to Contact the Browns**

For more information about the Browns' privacy practices regarding the Service, read the full Privacy Policy below. You can also contact the Browns [here](#) if you have questions or concerns.

- **Table of Contents**

For a clickable table of contents that will help you find and navigate to all the sections of the full Privacy Policy click [here](#).

## FULL BROWNS PRIVACY POLICY

Thank you for visiting our online service(s) (e.g., websites or applications) that post a link to this Privacy Policy or our Browns Benefit Card Program (collectively, the “**Service**”) owned or operated by Cleveland Browns Football Company LLC, Cleveland Browns Stadium Company LLC, or another entity associated with the Cleveland Browns (collectively “**the Browns**” “**we**” “**our**” or “**us**”). This Privacy Policy will provide you with information as to how the Browns collect, use, and share information about you, including the choices the Browns offer with respect to that information. This Privacy Policy applies to your use of any Service, regardless of how you access or use it, but it does not apply to the Browns’ data collection activities offline or otherwise outside of the Service (unless otherwise stated below or at the time of collection). For certain Services, there may be additional notices about information practices and choices. Please read those additional privacy disclosures to understand how they apply to you.

By visiting or otherwise using the Service, you agree to the Service’s [Terms of Use](#) and consent to the Browns’ data collection, use, and disclosure practices, and other activities as described in this Privacy Policy, and any additional privacy statements that may be posted on an applicable part of the Service. If you do not agree and consent, please discontinue use of the Service, and uninstall any Service downloads and applications. You have the right, at any time, to withdraw your consent to the Browns’ collection and processing of your personal information by contacting the Browns’ through one of the contact methods provided in this Privacy Policy. Please note that the Browns may continue to collect and process your personal information in accordance with applicable law to the extent necessary to provide you with the products and services you have purchased and/or elected to receive from the Browns.

### 1. INFORMATION WE COLLECT.

#### A. Information about You that You Provide.

The Browns, and/or our Service Providers (defined below), may collect information you provide directly to the Browns and/or our Service Providers via the Service. For example, the Browns collect information when you use or register for the Service, subscribe to notifications, post on the Service, participate in promotional activities, or communicate or transact through the Service. In addition, when you interact with Third-Party Services (defined below), you may be able to provide information to those third parties. For more information on Third-Party Services’ data collection and practices click [here](#). For more information on Service Provider data collection and practices click [here](#).

Information the Browns, our Service Providers and/or Third-Party Services may collect may include: (1) personally identifiable information, which is information that identifies you personally, such as your first and last name, e-mail address, phone number, address, photos of you, biometric information (an individual’s physiological, biological, or behavior characteristics), date of birth, or full payment account number (“**Personal Information**”); and (2) demographic information, such as your gender, age, zip code, interests, usage habits and purchase information (“**Demographic Information**”). Except to the extent required by applicable law, Demographic Information is “**non-Personal Information**” (i.e., data that is not Personal Information under this Privacy Policy). In addition, Personal Information, including, without limitation, Browns-Collected PI (defined below), once “**De-identified**” (i.e., the removal or modification of the personally identifiable elements, or the extraction of the non-personally identifiable element(s), including through anonymization, pseudonymization, and/or hashing), is also non- Personal Information and may also be used and shared without obligation to you, except as prohibited by applicable law. However, we do not make assurances that De-identified data is not capable of re- identification. To the extent any non-Personal Information is combined by or on behalf of the

Browns with Personal Information the Browns itself collects directly from you on the Service (“**Browns-Collected PI**”), the Browns will treat the combined data as Browns-Collected PI under this Privacy Policy.

**EEOC / Affirmative Action Reporting.** In conjunction with laws and regulations enforced by the Equal Employment Opportunity Commission (“**EEOC**”), the Office of Federal Contract Compliance Programs (“**OFCCP**”) and similar state and local regulatory agencies, we may ask you to provide us with self-identifying information (such as veteran status, gender and ethnicity). Providing such self-identifying information is voluntary, but if you do provide us with such information, we may submit that information to the EEOC, the OFCCP and similar state and local regulatory agencies or otherwise use or disclose it for business-related purposes, including, without limitation, responding to information requests, fulfilling regulatory reporting requirements and defending against employment related complaints.

**B. Information Collected Automatically.** The Browns, our Service Providers, and/or Third-Party Services may also automatically collect certain information about you when you access or use the Service (“**Usage Information**”). Usage Information may include IP address, device identifier, browser type, operating system, information about your use of the Service, your device location and data regarding network connected hardware (e.g., computer or mobile device). Except to the extent required by applicable law, or to the extent Usage Information is combined by or on behalf of the Browns with Browns-Collected PI, the Browns do not consider Usage Information (including, without limitation, unique device identifiers) to be Personal Information or Browns-Collected PI. For more information on Third-Party Services’ data collection and practices click [here](#). For more information on Service Provider data collection and practices click [here](#). For information on choices some of these third parties may offer you regarding automated data collection click [here](#).

The methods that may be used on the Service to collect Usage Information include:

- **Log Information:** Log information is data about your use of the Service, such as IP address, browser type, Internet service provider, referring/exit pages, operating system, date/time stamps, and related data, and may be stored in log files.
- **Information Collected by Cookies and Other Tracking Technologies:** Cookies, web beacons (also known as “tracking pixels”), embedded scripts, location-identifying technologies, fingerprinting, device recognition technologies, in-app tracking methods and other tracking technologies now and hereafter developed (“**Tracking Technologies**”) may be used to collect information about interactions with the Service or e-mails, including information about your browsing and purchasing behavior. Cookies: A cookie is a small text file that is stored on a user's device, which may be session ID cookies or tracking cookies. Session cookies make it easier for you to navigate the Service and expire when you close your browser. Tracking cookies remain longer and help in understanding how you use the Service, and enhance your user experience. Cookies may remain on your hard drive for an extended period of time. If you use your browser's method of blocking or removing cookies, some but not all types of cookies may be deleted and/or blocked and as a result some features and functionalities of the Service may not work. A Flash cookie (or locally shared object) is a data file which may be placed on a device via the Adobe Flash plug-in that may be built-in to or downloaded by you to your device. HTML5 cookies can be programmed through HTML5 local storage. Flash cookies and HTML5 cookies are locally stored on your device other than in the browser and browser settings won't control them. To identify certain types of local shared objects on your device and adjust your settings, please visit: [www.macromedia.com/support/documentation/en/flashplayer/help/settings\\_manager.html](http://www.macromedia.com/support/documentation/en/flashplayer/help/settings_manager.html). The Service may associate some or all of these types of cookies with your devices.

- **Web beacons:** Web beacons are small graphic images, also known as "Internet tags" or "clear gifs," embedded in web pages and e-mail messages. Web beacons may be used, without limitation, to count the number of visitors to the Service, to monitor how users navigate the Service, and to count content views.
- **Embedded Scripts:** An embedded script is programming code designed to collect information about your interactions with the Service. It is temporarily downloaded onto your computer from The Browns' web server, or from a third party with which The Browns works, and is active only while you are connected to the Service, and deleted or deactivated thereafter.
- **Location-identifying Technologies:** GPS (global positioning systems) software, geo-filtering and other location-aware technologies, such as beacons and geo-fences, locate (sometimes precisely) you, or make assumptions about your location, for purposes such as verifying your location and delivering or restricting content based on your location. Subject to certain options and controls you may have, if you have enabled GPS, Bluetooth, wi-fi or use location-based features on the Service, your device location may be tracked.
- **Fingerprinting:** Collection and analysis of information from your device, such as, without limitation, your operating system, plug-ins, system fonts, and other data, for purposes of identification and/or tracking.
- **Device Recognition Technologies:** Technologies, including application of statistical probability to data sets, as well as linking a common unique identifier to different device use (e.g., Facebook ID), which attempt to recognize or make assumptions about users and devices (e.g., that a user of multiple devices is the same user or household) ("Cross-device Data").
- **In-App Tracking Methods:** There are a variety of Tracking Technologies that may be included in mobile applications, and these are not browser-based like cookies and cannot be controlled by browser settings. Some use device identifier, or other identifiers such as "Ad IDs" to associate app user activity to a particular app and to track user activity across apps and/or devices.

Some information about your use of the Service and certain third-party services may be collected using Tracking Technologies across time and services and may be used by the Browns and third parties for purposes such as to associate different devices you use, and deliver relevant ads and/or other content to you on the Service and certain third-party services. See [Section 11](#) regarding certain choices regarding these activities.

We are giving you notice of the Tracking Technologies and your choices regarding them as explained in [Section 11](#) so that your consent to encountering and being subject to them is meaningfully informed.

**C. Information the Browns Collect From Other Sources.** The Browns may also obtain information about you from other sources, including Service Providers and Third-Party Services, and combine this information with Browns-Collected PI. Notwithstanding anything to the contrary, except to the extent such data is combined by or on behalf of the Browns with Browns-Collected PI, this Privacy Policy is not intended to limit the Browns' activities regarding any such third-party-sourced, or non- Service-sourced, information (including Personal Information), and such data will be treated as Browns- Collected PI only to the extent it is combined with Browns-Collected PI. We are not responsible or liable for the accuracy of the information provided by third parties or for third party policies or practices.

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## 2. HOW WE USE THE INFORMATION WE OBTAIN.

The Browns may use information about you, including Browns-Collected PI and other Personal Information, for any purposes (a) not inconsistent with the Browns' statements under this Privacy Policy, (b) not

inconsistent with statements made by us in writing at the point of collection, and (c) not prohibited by applicable law. Such purposes include, without limitation, the following:

- Allowing you to participate in the features we offer on the Service;
- Facilitating, managing, personalizing, and improving your experience;
- Processing your registration, managing your account and/or uploading your User Generated Content (“UGC”). (For more information on how UGC is treated under the Service’s Terms of Use click [here](#). For more on the public nature of UGC, see [Section 5](#));
- Publishing stories, comments, photos, and other information posted in online features;
- Sending you push notifications in order to update you about any events or promotions we may be running, content you may be interested in, or for other reasons;
- Transacting with you, providing services or information you request, responding to your comments, questions and requests, serving you content and/or advertising, and sending you notices;
- The Browns’, Affiliates’, and NFL Parties’ marketing and other purposes;
- Improving the Service and for any other internal business purposes;
- Tailoring our content, advertisements, and offers;
- Fulfilling other purposes disclosed at the time you provide Personal Information or for purposes that are otherwise legally permitted or required;
- Determining your location and managing digital content rights (*e.g.*, territory restrictions); and
- Identifying, managing, preventing and/or addressing actual or potential fraud, breach of policies or terms, and threats or harm.

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### 3. INFORMATION WE SHARE WITH THIRD PARTIES.

Subject to applicable law, the Browns may share non-Personal Information, and Personal Information that is not deemed Browns-Collected PI hereunder (provided that we are not aware of any restrictions on the Browns’ use), with members of the National Football League family of companies, including, without limitation, the National Football League, NFL Properties LLC, NFL International LLC, NFL Enterprises LLC, NFL Ventures, L.P., NFL Ventures, Inc., and the other members of the NFL Family (including NFL teams and their affiliates) (collectively “**NFL Parties**”), and/or our subsidiaries and affiliates, including, for the avoidance of doubt, entities with direct or indirect common ownership to the Browns, such as Columbus Crew SC entities, (“**Affiliates**”) and unrelated third parties for any purpose. Without limiting the generality of the foregoing, we and third parties may convert your Personal Information (including Browns-Collected PI) to non-Personal Information by hashing it, substituting a unique identifier for the Personal Information, or other methods, and we and third parties may use and share that de-identified data as permitted by applicable law, including to match data attributes to and from other sources. Any such third party activities are subject to their privacy policies and practices. The Browns’ sharing of Browns-Collected PI is, however, subject to the following:

- **Marketing:** Subject to your communications choices explained in [Section 11\(D\)](#), and the rights of California residents explained [here](#), we may use your Personal Information to send you marketing communications. However, absent your consent (which may be by means of opt-in, your election not to opt-out, or a third party interaction described in the next bullet point), the Browns will not share your Browns-Collected PI with third parties, other than Affiliates and NFL Parties, for their own direct marketing purposes, except in connection with Corporate Transactions (defined below).
- **Your Disclosure or Consent:** As more fully described in [Section 5](#) (Information You Disclose Publicly or to Others) and [Section 6](#) (Third-Party Content, Third-Party Services, Social Features, Advertising and Analytics), your activities on the Service may, by their nature, result in the sharing of your Browns-Collected PI (as well as your other Personal Information and your non-Personal Information) with third parties and, by engaging in these activities, you consent to that sharing and other further sharing and disclosure to third parties. Such third party data receipt and collection is subject to the privacy and business practices of that third party, not the Browns.

The Browns may also share any information about you (including, without limitation, the Browns-Collected PI) for any purposes not inconsistent with this Privacy Policy, or our written statements at the point of collection, and otherwise not prohibited by applicable law. Such sharing may include, without limitation:

- The Browns’ agents, vendors, consultants, and other service providers (collectively “**Service Providers**”) may receive, or be given access to, your information (including, without limitation, Personal Information, Demographic Information, and Usage Information) in connection with their work on the Browns’ behalf, provided that the Browns do not authorize such Service Providers to use the Browns-Collected PI to send you direct marketing messages absent your consent (which may be by opt-in or opt-out), with the exception of messages related to the Browns, our Affiliates, and NFL Parties. For more information on choices Service Providers may offer you click [here](#).
- Sharing to comply with applicable law, law enforcement or other legal process, and, where permitted, in response to a government request; and
- Sharing if the Browns believe your actions are inconsistent with the Browns’ [Terms of Use](#), Additional Terms, user agreements, other applicable terms or policies, or to protect the rights, property, life, health, security and safety of the Browns (including any individual associated with the Browns), the Service or its users, or any third party.

In addition, the Browns may share your Browns-Collected PI (as well as your other Personal Information and your non-Personal Information), in connection with or during negotiations of any proposed or actual financing of our business, or merger, purchase, sale, joint venture, or any other type of acquisition or business combination of all or any portion of the Browns’ assets, or a transfer of all or a portion of the Browns’ business to another company, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding (“**Corporate Transactions**”).

Without limiting the generality of the forgoing, certain areas of the Service may be provided to you in association with third parties (“**Co-Branded Areas**”) such as Third-Party Service Providers, sponsors, charities, and civic organizations and may request or require that you disclose Personal Information to them, or enable you to share your Browns-Collected PI with them. Such Co-Branded Areas will identify the third party and indicate if they have a privacy policy that applies to their collection and use of your information. If you elect to register for any such third parties’ products and/or services, communicate with them, or download their content or

applications from Co-Branded Areas, you may be providing your information to both us and the third party. Further, if you sign-in to a Co-Branded Area with a username and password obtained on the Service, or otherwise use your Services account or registration to log-in or register on Third- Party Services (defined below), such as ticket sellers and NFL Parties, your Personal Information may be disclosed to such third parties. We are not responsible for such third party's data collection activities or practices and you should look to the privacy policies of such third party for more information.

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#### **4. PROMOTIONS AND BROWNS BENEFIT CARD PROGRAM.**

The Browns may offer sweepstakes, contests, and other promotions (each, a “**Promotion**”), including Promotions jointly sponsored or offered by third parties and which may require submitting Personal Information. If you voluntarily choose to enter a Promotion, your information (including Personal Information) may be disclosed to the Browns, co-sponsors, Service Providers, and other third parties, including for administrative purposes and as required by law (e.g., on a winners list). By entering, you are agreeing to the official rules that govern that Promotion, which may include consent to additional or differing data practices from those contained in this Privacy Policy. Please review those rules carefully.

We may offer benefits and loyalty programs from time-to-time, which may provide you with benefits for or from transactions and activities, which we will track. One such example is our Browns Benefit Card Program, which you can learn more about [here](#). By participating in any such program, including without limitation using your card or member account information to obtain or receive any benefits, you consent to this Privacy Policy and the [Terms of Use](#) and our collection and use of your Browns-Collected PI and non-Personal Information, such as:

- Those games and other events to which you purchase tickets and/or attend;
- Information related to purchases in-stadium or from a third party merchant that is a partner of the Browns, such as where and when such purchases are made and what was purchased;
- Survey responses and other survey information;
- Locations where Browns Benefit Card Program cards are used; and
- Similar information related to your preferences and choices with respect to the Browns, our partners, and our and their business activities.

For more information on the Browns Benefit Card Program click [here](#).

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#### **5. INFORMATION YOU DISCLOSE PUBLICLY OR TO OTHERS.**

The Service may permit you to post or submit UGC including, without limitation, written content, user profiles, audio or visual recordings, computer graphics, pictures, data, or other content, including Personal Information. If you choose to submit UGC to any public area of the Service, your UGC will be considered “public” and will be accessible by anyone, including the Browns. Notwithstanding anything to the contrary, unless otherwise explicitly agreed by us, Personal Information included in UGC that is shared publicly is not

subject to the Browns' usage or sharing limitations, or other obligations, regarding Browns- Collected PI or other Personal Information under this Privacy Policy or otherwise, and may be used and shared by the Browns and third parties to the fullest extent not prohibited by applicable law. The Browns encourage you to exercise caution when making decisions about what you disclose in such public areas. For more information on how UGC is treated under the Service's Terms of Use click [here](#). California minors should see [Section 9](#) regarding potential removal of certain UGC they have posted on the Service.

Additionally, the Service may offer you the option to send a communication to a friend or other contact. If so, the Browns rely on you to only send to people that have given you permission to do so. The recipient's Personal Information you provide (*e.g.*, name, e-mail address) will be used to facilitate the communication, but not used by the Browns for any other marketing purpose unless the Browns obtain consent from that person. Your contact information and message may be included in the communication.

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## 6. THIRD-PARTY CONTENT, THIRD-PARTY SERVICES, SOCIAL FEATURES, ADVERTISING AND ANALYTICS.

“**Third-Party Service(s)**” are websites, locations, platforms, applications or services operated by third parties and which are connected to the Services either via hyperlinks or inclusion on or other connection to the Services. Some of these Third-Party Services may be our licensees and use our branding, but are still independent third parties operating a service with their own terms and policies. Examples include ticket sellers such as Ticketmaster (see [here](#)) and merchandise vendors such as Fanatics (see [here](#)). You may be linked to some Third-Party Services via a window that displays the Third-Party Service while you otherwise remain on our Service. In such case, when you interact with the Third-Party Service within the window, you are no longer on our Service and are subject to the Third-Party Service's policies and practices, even though the surrounding frame may look like you are still on our Service. These Third-Party Services may use their own cookies, web beacons, and other Tracking Technology to independently collect information about you and may solicit Personal Information from you, and we are not responsible for your interactions with Third-Party Services even when you access them through a window open in connection with our Service.

Certain functionalities on the Service permit you to initiate interactions between the Service and certain Third-Party Services, such as third party social networks (“**Social Features**”). Examples of Social Features include: enabling you to send content (such as contacts and photos) between the Service and a Third-Party Service; “liking” or “sharing” the Browns' content; logging into the Service using your Third-Party Service account (*e.g.*, using Facebook Connect or Ticketmaster to sign-in to the Service); and to otherwise connect the Service to a Third-Party Service (*e.g.*, to pull or push information to or from the Service). If you use Social Features, and potentially other Third-Party Services, information you post or provide access to may be publicly displayed on the Service (see [Section 5](#)) or by the Third-Party Service that you use. Similarly, if you post information on a third-party service that references the Service (*e.g.*, by using a hashtag associated with the Browns, Affiliates or NFL Parties), your post may be used on or in connection with the Service or otherwise by the Browns, Affiliates or NFL Parties. Also, both the Browns and the third party may have access to certain information about you and your use of the Service and any Third-Party Service.

We may engage and work with Service Providers and other third parties to serve advertisements on the Service and/or on Third-Party Services. Some of these ads may be tailored to your interests and may be based on your browsing of the Service and elsewhere on the Internet, sometimes referred to as “interest-based advertising” and “online behavioral advertising” (“**Interest-based Advertising**”). Such Interest-based Advertising may include sending you an ad on a third-party service after you have left the Service (*i.e.*, “retargeting”).

We may use Google Analytics, Adobe Analytics, or other Service Providers for analytics services. These analytics services may use cookies and other Tracking Technologies to help us analyze Service users and how they use the Service. Information generated by these services (*e.g.*, your IP address and other Usage Information) may be transmitted to and stored by these Service Providers on servers in the U.S. (or elsewhere) and these Service Providers may use this information for purposes such as evaluating your use of the Service, compiling statistical reports on the Service's activity, and providing other services relating to Service activity and other Internet usage.

Except to the extent we combine with Browns-Collected PI the information we receive from Service Providers, Third-Party Services, or other third parties (in which case we will treat the combined information as Browns-Collected PI under this Privacy Policy (see [Section 1\(c\)](#)), data obtained by the Browns from a third party, even in association with the Service, is not subject to our limitations regarding Browns-Collected PI under this Privacy Policy, however such data remains subject to any restrictions imposed on the Browns by the third party, if any. Otherwise, the information collected, stored, and shared by third parties remains subject to their privacy policies and practices, including whether they continue to share information with us, the types of information shared, and your choices on what is visible to others on Third-Party Services.

We are not responsible for and make no representations regarding the policies or business practices of any third parties, including, without limitation, analytics Service Providers and Third-Party Services associated with the Service, and we encourage you to familiarize yourself with and consult their privacy policies and terms of use. See [Section 11](#) for more information on certain choices offered by some third parties regarding their data collection and use, including regarding Interest-based Advertising and analytics.

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## **7. DATA SECURITY AND MONITORING.**

The Browns take reasonable measures to protect Browns-Collected PI (excluding public UGC) from loss, theft, misuse and unauthorized access, disclosure, alteration, and destruction. Nevertheless, transmissions via the Internet and online digital storage are not completely secure and we do not guarantee the security of your information collected through the Service.

To help protect you and others, the Browns and our Service Providers may (but make no commitment to) (a) monitor use of the Service or (b) collect and use related information (including Browns-Collected PI and other Personal Information) for all purposes not prohibited by applicable law or inconsistent with this Privacy Policy, including, without limitation to: identify fraudulent activities and transactions; prevent abuse of, and investigate and/or seek prosecution for, any potential threats to or misuse of the Service; ensure compliance with the [Terms of Use](#) and this Privacy Policy; investigate violations of or enforce these documents; and otherwise protect the rights and property of the Browns, Affiliates, NFL Parties, third parties, and other users. Such monitoring may result in the collection, recording, and analysis of online activity or communications through our Service. If you do not consent to these conditions, you must discontinue your use of the Service.

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## **8. INTERNATIONAL TRANSFER.**

We are based in the U.S. and the information we and our Service Providers collect is governed by U.S. law. If you are accessing the Service from outside of the U.S., please be aware that information collected through

the Service may be transferred to, processed, stored, and used in the U.S. Data protection laws in the U.S. may be different from those of your country of residence and your information may be available to the U.S. government. Your use of the Service or provision of any information therefore constitutes your consent to the transfer to and from the U.S. and the processing, usage, sharing, and storage of your information (including Personal Information) in the U.S., as set forth in this Privacy Policy.

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## 9. CHILDREN’S PRIVACY.

The Service is intended for a general audience and not directed to children less than thirteen (13) years of age.

The Browns do not intend to collect personal information as defined by the U.S. Children’s Online Privacy Protection Act (“COPPA”) (“**Children’s Personal Information**”) in a manner that is not permitted by COPPA. If we obtain knowledge that we have collected Children’s Personal Information in a manner not permitted by COPPA, we will remove such data to the extent required by COPPA.

Any California residents under the age of eighteen (18) who have registered to use the Service, and who posted content or other information on the Service, can request removal by contacting the Browns [here](#). Such requests should detail where the content or information is posted and attest that you posted it. The Browns will then make reasonable good faith efforts to remove the post from prospective public view or anonymize it so the minor cannot be individually identified to the extent required by applicable law. This process cannot ensure complete or comprehensive removal. For instance, third-parties may have republished or archived content by search engines and other means or methods that the Browns do not control.

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## 10. ACCESSING AND CHANGING INFORMATION.

The Browns may provide web pages or other mechanisms allowing you to delete, correct, or update some of the Browns-Collected PI and, potentially, certain other information about you (e.g., profile and account information). The Browns will make good faith efforts to make requested changes in the Browns’ then-active databases as soon as practicable, but it is not always possible to completely change, remove, or delete all of your information or public postings from the Browns’ databases (California minors see [Section 9](#)), and residual and/or cached data may remain archived thereafter. Further, we reserve the right to retain data (a) as required by applicable law; and (b) for so long as reasonably necessary to fulfill the purposes for which the data is retained, except to the extent prohibited by applicable law.

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## 11. CHOICES: TRACKING AND COMMUNICATIONS OPTIONS.

**A. Tracking Technologies Generally.** By selecting certain settings and using tools available as part of most commercial browsers, regular cookies may generally be disabled or removed and, in some instances, blocked in the future. Browsers offer different functionalities and options so you may need to set them separately. Also, tools from commercial browsers may not be effective with regard to Flash cookies (also known as locally shared objects), HTML5 cookies, or other Tracking Technologies. For information on disabling Flash cookies, go to Adobe’s website <https://helpx.adobe.com/flash-player/kb/disable-third-party-local-shared.html>. Please be

aware that if you disable or remove these technologies, some parts of the Service may not work and that your ability to limit browser-based Tracking Technologies when you revisit the Service is subject to your browser settings and limitations.

Some app-related Tracking Technologies in connection with non-browser usage (*e.g.*, most functionality of a mobile app) can only be disabled by uninstalling the app. To uninstall an app, follow the instructions from your operating system or handset manufacturer. Apple and Google mobile device settings include settings to limit ad tracking and other tracking, but these may not be completely effective.

Your browser settings may allow you to automatically transmit a “Do Not Track” signal to online services you visit. Note, however, there is no consensus among industry participants as to what “Do Not Track” means in this context. Like many online services, we currently do not alter our practices when we receive a “Do Not Track” signal from a visitor’s browser. For specific information on some of the choice options offered by third-party analytics and advertising providers, see the next section.

**B. Analytics and Advertising Tracking Technologies.** You may exercise choices regarding the use of cookies from Google Analytics by going to <https://tools.google.com/dlpage/gaoptout> or downloading the Google Analytics Opt-out Browser Add-on. You may exercise choices regarding the use of cookies from Adobe Analytics by going to <http://www.adobe.com/privacy/opt-out.html> under the section labeled “Our Business Customers’ Use of Adobe Experience Cloud.”

You may choose whether to receive some Interest-based Advertising by submitting opt-outs. Some of the advertisers and Service Providers that perform advertising-related services for us or third parties may participate in the Digital Advertising Alliance’s (“DAA”) Self-Regulatory Program for Online Behavioral Advertising. To learn more about how you can exercise certain choices regarding Interest-based Advertising, visit <http://www.aboutads.info/choices/>, and <http://www.aboutads.info/appchoices> for information on the DAA’s opt-out program for mobile apps. Some of these companies may also be members of the Network Advertising Initiative (“NAI”). To learn more about the NAI and your opt-out options for their members, see <http://www.networkadvertising.org/choices/>. Please be aware that, even if you are able to opt out of certain kinds of Interest-based Advertising, you may continue to receive other types of ads. Opting out only means that those selected members should no longer deliver certain Interest-based Advertising to you, but does not mean you will no longer receive any targeted content and/or ads (*e.g.*, from other ad networks). Also, if your browsers are configured to reject cookies when you visit these opt-out webpages, or you subsequently erase your cookies, use a different device or web browser or use a non-browser-based method of access (*e.g.*, mobile app), your NAI / DAA browser-based opt-out may not, or may no longer, be effective. The Browns support the ad industry’s 2009 Self-regulatory Principles for Online Behavioral Advertising (<http://www.iab.net/media/file/ven-principles-07-01-09.pdf>) and expect that ad networks the Browns directly engage to serve you Interest-based Advertising will do so as well, though the Browns cannot guarantee their compliance. The Browns are not responsible for effectiveness of, or compliance with, any third-parties’ opt-out options or programs or the accuracy of their statements regarding their programs.

In addition, we may serve ads on third-party services that are targeted to reach people on those services that are also identified on one or more of our databases (“**Matched List Ads**”). This is done by using Tracking Technologies or by matching common factors between our databases and the databases of the third-party services. For instance, we may use such ad services offered by Facebook or Twitter and other Third-Party Services. We are not responsible for these Third-Party Services, including, without limitation, their security of data. If we use Facebook to serve Matched List Ads on Facebook services, you should be able to hover over the box in the right corner of such a Facebook ad or go to your account settings to find out what options Facebook offers you to control such ads. If we use Twitter Matched List Ads, you should be able to review your ad options

in account settings on Twitter. We are not responsible for such third parties' failure to comply with your or our opt-out instructions, as they may not give us notice of opt-outs to our ads that you give to them and they may change their options without notice to us or you.

**C. Mobile Apps.** With respect to the Browns' mobile apps ("apps"), you can stop all collection of data generated by use of the app by uninstalling the app. Also, you may be able to exercise specific privacy choices, such as enabling or disabling certain features (e.g., location-based services, push notifications, accessing calendar/contacts/photos, etc.), by adjusting the permissions in your mobile device and/or the app's settings. Beware that if GPS precise location services are disabled, other means of establishing or estimating location (e.g., your connection to wi-fi or your proximity to wi-fi, Bluetooth, beacons, or our networks) may persist. However, see the prior section regarding the DAA's mobile Interest-based Advertising choices. Opting out of mobile Interest-based Ads through the DAA includes an opt-out to location-based ads, and we expect that the Third-Party Service Providers we use will send location-based ads to look for and honor such DAA opt-outs, as well as Apple and Android app ad blocking settings. Opting-out of mobile Interest-based Ads does not mean you have opted-out of receiving push notifications from us on our apps.

**D. Communications and Marketing.** You can opt out of receiving certain promotional communications (emails or text messaging) from the Browns at any time by (i) for promotional e-mails, following the instructions provided in emails to click on the unsubscribe link, or, if applicable, by changing your communication preferences by logging onto your account; (ii) for text messages, following the instructions provided in text messages from the Browns or replying via text with the word, "STOP"; and (iii) for app push notifications, turning off push notifications on the settings of your device and/or the app, as applicable. Please note that your opt-out is limited to the e-mail address or phone number used and will not affect subsequent subscriptions. If you opt out of only certain communications, other subscription communications may continue. Even if you opt out of receiving promotional communications, the Browns may, subject to applicable law, continue to send you non-promotional communications, such as those about your account, transactions, servicing, or the Browns' ongoing business relations. Contact us [here](#) to prospectively opt-out of our sharing of your Browns-Collected PI with entities other than Affiliates and NFL Parties and other than in connection with Corporate Transactions.

**E. Biometrics and Photos.** The Browns may collect and use faceprints and/or other biometric data ("Biometric Data") in connection with the Service. For instance, if you choose to share your faceprint by uploading an image of your face to the Services where prompted, we may use this faceprint to authenticate you and provide you with access and/or unique experiences (such as admission to a Browns game for which you possess tickets). By providing us with your Biometric Data, you indicate your consent to our collection and use of your Biometric Data in accordance with this Privacy Policy. We will take reasonable measures to protect the security of your Biometric Data. We may transfer your Biometric Data (a) to our vendors and other contractors that are assisting in the collection, processing, storage, use or destruction of the Biometric Data for the Browns; (b) as part of any Corporate Transaction; and (c) as required by applicable law or legal process (e.g., warrant or subpoena) as determined by the Browns. We will never sell, share, or disclose your Biometric Data in a manner inconsistent with this Privacy Policy. You may opt-out of the collection and use of Biometric Data by us by emailing your opt-out request to [privacy@clevelandbrowns.com](mailto:privacy@clevelandbrowns.com). We do not require authentication via faceprint to access the Services or to enter Browns events, and we provide other means of authentication to receive Browns benefits and services.

The Browns may also capture photographs in connection with the Service. For instance, apart from your faceprint, the app may also allow you to submit existing pictures from the photo gallery stored on your device or take new pictures using the camera on your device. We do not consider your non-faceprint photographs to be

Biometric Data as we do not use this data to personally identify you. We do not require the submission of any photographs to use the Services or the app.

If you are a California resident under the age of eighteen (18) who has provided biometric data or photographic content or information through the Services, you can request that such information be removed from the Service. For more information, see “Children’s Privacy” at [Section 9](#).

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## **12. YOUR CALIFORNIA PRIVACY RIGHTS.**

The Browns provide California residents with the option to opt-in or opt-out to sharing of “personal information” as defined by California’s “Shine the Light” law with third parties (other than Affiliates and NFL Parties) for such third parties’ own direct marketing purposes. By contacting the Browns [here](#) or by sending a letter to Cleveland Browns at 76 Lou Groza Blvd, Berea, Ohio 44017, (Attention: Legal Department), California residents may (a) exercise that opt-out, (b) withdraw a prior consent, (c) request information about the Browns’ compliance with the Shine the Light law and/or (d) obtain disclosure of (i) third parties with whom the Browns have shared information in accordance with the law for such third parties’ direct marketing purposes absent your choice and (ii) the categories of information shared. Requests must include “California Shine the Light Request” in the first line of the description and include your name, street address, city, state, and ZIP code. Please note that the Browns are only required to respond to one request per customer each year and are not required to respond to requests made by means other than through the provided e-mail address or mail address.

California minors should see “Children’s Privacy” at [Section 9](#) regarding removal of certain content they have posted.

See also the Cleveland Browns California Consumer Protection Act (CCPA) Notice found [here](#) regarding additional rights that may be available to California residents.

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## **13. CHANGES TO THIS PRIVACY POLICY.**

We reserve the right to change this Privacy Policy prospectively effective upon the posting of the revised Privacy Policy, and your use of our Service indicates your consent to the privacy policy posted at the time of use. However, we will not treat your previously collected Browns-Collected PI, to the extent it is not collected under the new privacy policy, in a manner materially different than how it was represented at the time it was collected without your consent. To the extent any provision of this Privacy Policy is found by a competent tribunal to be invalid or unenforceable, such provision shall be severed to the extent necessary for the remainder to be valid and enforceable.

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## **14. CONTACT THE BROWNS.**

If you have any questions about this Privacy Policy, please contact the Cleveland Browns [here](#) or at 76 Lou Groza Blvd, Berea, Ohio 44017, (Attention: Legal Department).

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//End Privacy Policy//

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