

Updated June 17, 2024.

Field of Light Website Privacy Policy & Terms of Use

PRIVACY POLICY

Your Privacy Rights.

We are committed to protecting your privacy when you visit our website. This Privacy Policy exists to help you understand how the information submitted by you will be treated by us when you use our website www.fieldflightnyc.com. This privacy policy only applies to www.fieldoflightnyc.com and does not apply to information collected through any other or related website, or to the policies of The Soloviev Foundation, or Events Group International, Inc. (“Eventique”), or any of The Soloviev Foundation or Eventique’s related entities. We are not responsible for the privacy practices of any other websites, and we recommend that you read the privacy policy of each website that you visit.

By accessing our website, you agree to be bound by the terms and conditions of this Privacy Policy and Terms of Use.

THE COLLECTION OF DATA AND TARGET MARKETING.

Any content displayed on our website, including advertisements and information about our events, programs and/or products, may be customized to your interests and preferences based on your personally identifiable information and website usage information collected online unless you opt out by emailing us at: folnyc@eventique.com.

The Soloviev Foundation website may, from time to time, permit data collection for interest-based or other commercial advertising. We and outside third parties may use cookies, web beacons or pixels, mobile ad identifiers or other tracking technologies to facilitate site navigation, to better connect you to our website, create ads or promotions on behalf of ourselves or other approved advertisers, and to improve our services. Technologies called beacons or pixels are used to communicate information from your device to a server. Beacons can be embedded in online content and e-mails, and can allow a server to read certain types of information from your device, know when you have viewed content or a specific e-mail message, determine the time and date on which you viewed the beacon, and determine the IP address of your device. We and third parties use beacons for a variety of purposes, such as analyzing the use of our services and providing content and ads that are of greater relevance to you. You may opt-out of receiving targeted advertising by emailing us as: folnyc@eventique.com. You have to opt out using each of your Web-browsing applications and devices separately. If you do opt out, we may still suggest offerings to you on our website based on your history and interactions with our website.

We may share your personal information with third parties for third-party marketing purposes. You can elect for us to not do so by emailing us at folnyc@eventique.com.

THE TYPE OF DATA WE COLLECT.

If you choose to provide information to us relating to the Field of Light installation through our website, we automatically collect your IP address and may associate that with your domain name or that of your

Internet access provider. In order to access our website, we may ask you to provide information, including:

- Contact information, such as name, email address, phone number;
- Username and password;
- Information posted in community discussions or other interactive online features; or
- Correspondence you send to us.

When you visit and interact with the website, certain information, or 'clickstream data', may be collected automatically. Clickstream data may include:

- Your computer's Internet Protocol (IP) address;
- Your browser type and operating system;
- The web pages you were visiting immediately before and after you came to the website;
- The pages or content that you see or click on during your visit and when and for how long you do so;
- Activities within community discussions;
- Web pages and advertisements that you view, and links that you click on;
- Standard server log information; and
- Information collected through HTML cookies, Flash cookies, web beacons and similar technologies.

HOW WE USE YOUR INFORMATION.

When we collect your information, we do so primarily to provide you with the opportunity to stay informed about the Field of Light installation. The information we collect enables us to generate analytics on the usage of our website. We may also use that information to provide promotional messages about our own and other marketing partners' products and services, or for other commercial purposes. We may, from time to time, use the information we collect about you to provide advertising to you through our third-part advertising partners, including targeted ads from products or services in which you may be interested. Please remember that the information collection practices of third-party advertisers or other platforms that collect your data on or through our site are not covered by this privacy policy.

INFORMATION SHARING.

We value your privacy and we only share information about our users in certain circumstances, which may, from time to time, include, without limitation: Employing third parties to perform database management, maintenance services, analytics, advertising and/or marketing, data processing, commercial research or investment, and email distribution. Please note that these third parties may independently collect data about you, and use information about your visits to this and other websites, the region of the country or world where your IP address indicates you are located, as well as other information about you in order to provide advertisements about goods and services that may interest you. These companies may employ cookies, pixel tags or other tracking technologies to cause relevant ads to be displayed to you. By using or website or transacting with us, you agree to this use of your information.

MINORS.

This website is for users above the ages of 18. We do not solicit personal information from children. Visitors under the age of 13 are not permitted to submit any information on our website. If you are 13 years old or under, you may only use our website and disclose information to us with your parent's or guardian's consent. Your parent or guardian can view all information within our associated with our website. Please know that misrepresenting your age is illegal. If you are a parent or guardian of a website user, please know that we only collect personal information provided by you or from your child, and you hereby are granting us permission for your child to provide that information on our website. If we learn that we have collected personal information from a child without appropriate consent as outlined herein, we will delete that information as quickly as possible. If you believe that a child may have provided us personal information in violation of this paragraph, please contact us at: folnyc@eventique.com.

INFORMATION FOR CALIFORNIA RESIDENTS.

By clicking "subscribe" on the website, you agree to this Privacy Policy, and your California Privacy Rights, listed below. You also agree that we may share your information with third parties for marketing purposes. For instructions on how to opt out of such sharing, please review opt-out details in this Privacy Policy above.

Residents of California may request a list of third parties to which certain personal information (as defined by applicable California law) obtained through a Digital Service was disclosed by The Soloviev Foundation or Eventique during the preceding year for those third parties' direct-marketing purposes. If you are a California resident and want such a list, please contact us at: folnyc@eventique.com. For all requests, you must state "Your California Privacy Rights" in the body of your request, as well as your name, street address, city, state and zip code. In your request, you must attest to the fact that you are a California resident and you must provide a current California address for our response. Please also indicate in your request the name of the Digital service to which your request applies. Please note that we will not accept requests by any other means and are not responsible for notices that are not labeled or sent properly, or that do not have complete information.

YOUR ACCOUNT.

We limit access to your contact information to employees or service providers who we believe reasonably need to come into contact with that information. We have adopted commercially reasonable technical, physical and administrative procedures to help protect your information from loss, misuse or alteration. You may unsubscribe at any time through the unsubscribe link in correspondence from Field of Light at Freedom Plaza. When you unsubscribe, we will no longer send correspondence to the address that you used to register with our website.

PRIVACY-POLICY CHANGES.

We may update this privacy policy at any time to reflect changes in our practices and service offerings. If we modify this privacy policy, we will update the effective date above. We will only notify you of any material changes in the way we treat your information by placing a prominent notice on our website, or sending a copy of the notice to the e-mail address that you used to register on our website.

TERMS OF USE.

Acceptance of Terms and Conditions.

The Soloviev Foundation and Events Group International, Inc. (“Eventique”, collectively, “Our(s)”, “Us”, or “We”) maintain the www.fieldoflightnyc.com website (the “Website”) to enable access to the Field of Light Exhibit at Freedom Plaza. **BY ACCESSING THE WEBSITE, YOU ACCEPT WITHOUT LIMITATION OR QUALIFICATION THESE TERMS AND CONDITIONS. WE MAY REVISE THESE TERMS AND CONDITIONS AT ANY TIME AND YOU SHALL BE BOUND TO ANY UPDATES WE MAY MAKE TO THESE TERMS. IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS AND CONDITIONS, PLEASE EXIT THE WEBSITE NOW AND REFRAIN FROM FURTHER USE.**

PLEASE READ THE TERMS BELOW CAREFULLY AS THEY AFFECT YOUR LEGAL RIGHTS. THESE TERMS AND CONDITIONS INCLUDE A CLASS ACTION WAIVER AND REQUIRE BINDING ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES.

We are committed to protecting the privacy of its Website visitors in accordance with applicable laws and regulations. All information gathered from you in connection with your use of the Website is governed by our Privacy Policy, which is your responsibility to review.

Intellectual Property on the Website.

The names, titles, trademarks, service marks and logos that appear on our Website are either registered marks of The Soloviev Foundation, Eventique or approved third-parties (the “Trademarks”). You may not use any of these Trademarks without our prior written permission. Images, text, software, documentation, electronic text and image files, audio and video files and clips, and other materials on our Website are protected by copyright laws and may be covered by other restrictions including, for example, rights of privacy and publicity. We retain all rights that we may hold in any of the images, audio files, data, text or other information on our Website. Fair use of copyrighted material includes the use of protected materials for noncommercial educational purposes, such as teaching, scholarship, research, criticism, commentary and news reporting. Users who wish to download any material found on the Website for such use are welcome to do so without our express permission.

Review and Comments.

You may have an opportunity to comment on or provide reviews of your experience at Field of Light or other events at Freedom Plaza. By submitting any such comments or reviews, you hereby grant The Soloviev Foundation and Eventique a worldwide, irrevocable, perpetual, non-exclusive, transferable, royalty-free license, with the right to sublicense, to use, copy, adapt, modify, distribute, reference, store, cache, license, sell, transfer, publicly display, publicly perform, transmit, stream, broadcast, make publicly available and otherwise exploit such comments on and through third-party distribution channels selected by, but not affiliated with, either The Soloviev Foundation or Eventique, in any form, medium or technology now known or later developed, in whole or in part, for any purposes, including for both commercial and non-commercial purposes. You acknowledge and agree that you are solely responsible for all comments that you make available. Accordingly, you represent and warrant that: (i) you are either the sole and exclusive owner of all comments or you have all rights, licenses, permissions, consents and releases that are necessary to grant to The Soloviev Foundation and Eventique the rights in such

comments, as contemplated herein; and (ii) neither the comments nor your posting, uploading, publication, submission or transmittal of the comments or our use of the comments (or any portion thereof) will infringe, misappropriate or violate a third party's patent, copyright, trademark, trade secret, moral rights or other proprietary or intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

We may use your comments for a variety of purposes (see above), including for purposes of clarity and not limitation, inclusion on the Website, in advertisements and emails and may include your first name and last initial as well as your Comment (or excerpted portions thereof).

We respect the intellectual property rights of others and ask that if you believe that any portion of our Website has been copied in a way that constitutes copyright infringement, please provide the following information to our Copyright Agent at folnyc@eventique.com:

1. an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright;
2. a description of the copyrighted work that you claim has been infringed;
3. a description of where the material that you claim is infringing is located on the Website;
4. your address, telephone number, and email address;
5. a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;

A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

Warranty and Indemnification.

By using the Website in any manner, you represent and warrant that you will be consistent with the terms of our Privacy Policy and Terms and Conditions. You agree to indemnify, defend, and hold The Soloviev Foundation, Eventique, and their respective affiliates, trustees, directors, officers, employees, or agents harmless from all claims, causes, costs, expenses, fees (including reasonable attorney's fees), judgments, liabilities, losses, and damages arising from or relating to your use of the Website.

WE PROVIDE THE SITE ON AN "AS IS" BASIS. YOUR USE OF THE SITE, CONTENT, AND COMPILATION IS AT YOUR OWN RISK. WE DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COPYRIGHT OWNERSHIP AND/OR NONINFRINGEMENT OF COPYRIGHTS OR OTHER THIRD-PARTY PROPRIETARY RIGHTS. WE DO NOT WARRANT THAT THE SITE WILL PROVIDE CONTINUOUS, PROMPT, SECURE, OR ERROR-FREE SERVICE. WE MAKE REASONABLE, ONGOING EFFORTS TO REVISE AND UPDATE THE SITE, BUT ASSUME NO LIABILITY FOR ANY ERRORS OR OMISSIONS, INCLUDING THE INACCURACY OF CONTENT, OR FOR ANY DAMAGES OR LOSSES THAT YOU OR ANY THIRD-PARTY MAY INCUR AS A RESULT OF THE UNAVAILABILITY OF THE SITE. WE ASSUME NO RESPONSIBILITY, AND SHALL NOT BE LIABLE FOR, ANY DAMAGES TO, OR VIRUSES MAY AFFECT, YOUR COMPUTER EQUIPMENT OR OTHER PROPERTY ARISING FROM YOUR USE OF THE SITE, INCLUDING BUT NOT LIMITED TO THE REPRODUCTION OF THE CONTENT OR COMPILATION.

LIMITATION OF LIABILITY

NEITHER THE SOLOVIEV FOUNDATION, EVENTIQUE, ITS AFFILIATES, TRUSTEES, DIRECTORS, OFFICERS, EMPLOYEES, OR AGENTS SHALL HAVE ANY LIABILITY FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION, ANY DIRECT, INDIRECT, INCIDENTAL, COMPENSATORY, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) ARISING FROM OR RELATED TO YOUR USE OF THE SITE, CONTENT, AND/OR COMPILATION.

Severance and Waiver.

You acknowledge and agree that in the event any provision of these Terms and Conditions shall be held by a court of competent jurisdiction to be invalid, unlawful, or unenforceable, in any respect, the validity, legality, and/or enforceability of the remaining terms and conditions contained herein shall not in any way be affected or impaired thereby. In such event, the parties agree that such invalid term(s) or condition(s) shall be validly reformed by the court to as near approximate the intent of the parties as reflected in the provision, and if unreformable, shall be severed and deleted from these Terms and Conditions. Our failure to exercise or enforce any right or provision of these Terms and Conditions shall not constitute a waiver of such right or provision unless agreed to in writing by Us.

Venue and Choice of Law.

These Terms and Conditions and the relationship between you and Us shall be governed by, construed and enforced in accordance with the laws of the State of New York, without giving effect to any conflict of law provisions.

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS.

MANDATORY ARBITRATION. NO CLASS ACTIONS You irrevocably agree to submit any and all disputes, claims or controversies arising out of or relating to your use of the Website or any services or products purchased or received, to the American Arbitration Association (“AAA”), or its successor, for confidential mediation. And if the matter is not resolved through mediation, then to AAA, or its successor, for final and binding arbitration. All arbitrations must proceed on an individual basis, and you hereby waive the right to assert or participate in a class action arbitration, and to assert or participate in any joint or consolidated arbitration of any kind.

Claims shall be heard by a single arbitrator. The place of arbitration shall be New York, New York. The arbitration shall be governed by the laws of the State of New York. The arbitrators may determine how the costs and expenses of the arbitration shall be allocated between the parties, but they shall not award attorneys’ fees. Judgment upon the award rendered by the Arbitrator(s) may be entered by any court having jurisdiction thereof.

You agree to maintain as strictly confidential all negotiations and proceedings pursuant to this section, except as is required by court order or as is necessary to confirm, vacate or enforce a judgement or award.

Entire Agreement.

These Terms and Conditions are the complete statement of the agreement of the parties with respect to the subject hereof and supersede all prior agreements and understandings between the parties hereto

with respect to the subject hereof. In order to be binding, any amendment or modification of this Agreement must be affected by an instrument in writing signed by the parties.