

Terms and Conditions

TERMS OF USE

PLEASE READ THESE TERMS CAREFULLY BEFORE USING THIS SITE

The Referee Wisconsin UA site (the "Site"), including but not limited to www.refereewisconsin.com and its affiliated sites, provides an online resource for you, including available scholarships and other opportunities (as defined below). These terms may be changed from time to time and without further notice. Referee Wisconsin UA ("Referee Wisconsin," "we," "us," or "our"), may terminate, change, suspend or discontinue any aspect of the Site, including the availability of any features, at any time. Your ("you," "your," or "Customer") continued use of the Site after any such changes constitutes your acceptance of the new terms. If you do not agree to abide by these or any future terms, please do not use the Site or download materials from it. Referee Wisconsin may remove, modify or otherwise change any content, including that of third parties, on or from this Site. We may impose limits on certain features and services or restrict your access to parts or all of the Site without notice or liability. We may terminate your use of the Site at any time in our sole discretion. These terms apply exclusively to your access to and use of the Site and do not alter the terms or conditions of any other agreement you may have with Referee Wisconsin or its parents, subsidiaries or affiliates.

1. Sponsorship & Networking Opportunities.

1.1. Generally. You may apply for any sponsorship opportunity you see fit. However, any approval or award of a sponsorship is expressly contingent on (1) availability of sponsorship funding; (2) available spots at the identified opportunity (camp or clinic); and (3) express written and communicated approval from Referee Wisconsin. Approvals or awards for sponsorship may be rescinded at any time subject to any communication from Referee Wisconsin.

1.2. Your Application. You must successfully complete the application and provide all necessary information. Incomplete information will not be accepted. Any follow-up questions and inquiries from Referee Wisconsin must be answered for your application to be considered complete. Applications must be approved – simply submitting an application does not mean it will be approved. Approval is expressly contingent on Referee Wisconsin approval and additionally subject to available funding and camp/clinic availability.

1.3. Available Camps/Clinics. The availability of any camps/clinics is subject to any openings held or provided by third parties. You may separately contact, register, attend or inquire about any camp and clinic directly with the third party. Separate offers or opportunities may be offered to you by other camps, clinics, or organizations or individuals under separate terms and conditions. Your acceptance of such other offers will constitute a separate agreement directly between you and the Third Party. The Third Party is solely responsible for any camp or clinic activities and content, and we shall have no obligation or liability arising from such Third Party camp or clinic activity and/or content.

1.4. Networking. Referee Wisconsin maintains a network of Officials Associations and other groups throughout the state of Wisconsin. Referee Wisconsin will provide networking services subject to all availability of contacts, and expressly subject to the connections available and willing to be made between organizations.

1.5. Technical Support Policy. We will use commercially reasonable efforts to provide you with technical support in accordance with the use of our Site.

1.6. Our Performance. We may appoint subcontractors, agents, affiliates, or partners to host, perform, modify, improve, enhance, or otherwise provide the opportunities including Site functionality. We shall not be responsible for such third parties and any of their actions or content.

2. Changes. Opportunities/Actions. We may change, discontinue, or deprecate any of the opportunities previously identified or change or remove features or functionality of the Site from time to time.

3. Security, Data, and Data Privacy. We will take responsible efforts to secure your data against accidental loss, access, or disclosure. You confirm that you understand and will comply with all of your responsibilities and obligations under this section.

3.1. Data. You grant to Referee Wisconsin a non-exclusive, irrevocable, perpetual, worldwide, royalty-free right to access and use your information or data derived from your interaction with the Site or services, which is not specific to a person, does not refer to any specific person, and cannot be used, alone or in conjunction with other information, to identify any specific person ("Aggregate Information") for marketing and other purposes reasonably required to develop, deliver and provide ongoing innovation to the services provided by Referee Wisconsin. For the avoidance of doubt, we also have the

right to use (or allow its affiliates, subcontractors, and agents to use) analytics to identify statistical patterns and evaluate the performance of the services using Aggregate Information. We and/or our affiliates may extract information from Aggregate Information and use this information with any other data in connection with research and development or creation of data and analytics tools and products in accordance with applicable law.

4. Your Responsibilities.

4.1 Your Content. You are solely responsible for the development, content, operation, maintenance, and use of Your Content (Your Content includes any information you provide on this site or otherwise provide Referee Wisconsin with). You are responsible for securing all necessary rights and permissions to provide Your Content to us and to use Your Content with regards to any opportunities. The Site and its tools, design, features and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof), are owned by Referee Wisconsin, its licensors or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws. The Terms of Use grant you limited personal rights to use the Services, and you are prohibited from reselling, sublicensing or otherwise commercializing the Services for monetary gains.

Referee Wisconsin does not claim ownership of the content you provide and upload on the Service. Your content remains your content. We also do not control, verify, or endorse the content that you and others make available on the Site or by third party clinic or camp hosts/providers.

If you share content on the Site in a way that infringes others' rights, including intellectual property rights or privacy rights, you are breaching the Terms of Use. You represent and warrant that you have all the rights and authorizations necessary for you to grant the rights in this section and the use of the content does not violate any law.

4.2. End User Violations. You are deemed to have taken any action that you permit, assist, or facilitate any End User or any other person or entity to take related to this Agreement, Your Content or use of the Site.

5. Proprietary Rights.

Referee Wisconsin is an Unincorporated Association in the State of WI. The logo of Referee Wisconsin is trademarked.

6. Trademarks. All trademarks on the Site are either trademarks or registered trademarks of Referee Wisconsin or its affiliates or licensors and may not be copied, imitated, or used, in whole or in part, without the prior written permission of Referee Wisconsin. All page headers, custom graphics, button icons, and scripts are service marks, trademarks and/or trade dress of Referee Wisconsin or its affiliates, and may not be copied, imitated, or used, in whole or in part, without the prior written permission of Referee Wisconsin. Other trademarks, registered trademarks, product names, and company names or logos displayed on the Site are the property of their respective owners.

7. Disclaimers.

ANY AND ALL SERVICES PROVIDED BY REFEREE WISCONSIN ARE PROVIDED "AS IS," AND NEITHER WE NOR OUR AFFILIATES, SUPPLIERS, OR LICENSORS MAKE ANY WARRANTIES, CONDITIONS, OR REPRESENTATIONS TO YOU OR ANY OTHER PARTY WITH RESPECT TO THE SERVICES PROVIDED INCLUDING BUT NOT LIMITED TO NETWORKING SERVICES, AND ANY SPONSORSHIP AT A CAMP OR CLINIC, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED, OR STATUTORY. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, WE MAKE NO REPRESENTATION OR WARRANTY THAT (I) THE INTERACTIONS WITH REFEREE WISCONSIN WILL BE FREE FROM ERROR OR INTERRUPTION CAUSED BY ANY MEANS, OR (II) THE SERVICES PROVIDED WILL SATISFY YOUR REQUIREMENTS. ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, OR SYSTEM INTEGRATION IS EXPRESSLY EXCLUDED AND DISCLAIMED.

8. Limitations of Liability.

WE AND OUR AFFILIATES OR LICENSORS WILL NOT BE LIABLE TO YOU FOR ANY DIRECT OR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, OR DATA, OR COSTS OF SUBSTITUTE GOODS OR SERVICES), EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WE

ARE PROVIDING A FREE SERVICE TO YOU AND AS SUCH REFEREE WISCONSIN SHALL NOT BE LIABLE TO YOU FOR ANY DAMAGES WHATSOEVER CAUSED.

9. Modifications to the Agreement.

We may modify this Agreement (including any Policies) at any time by posting a revised version on the Site. The modified terms will become effective upon posting.

10. Miscellaneous.

10.1. Force Majeure. We and our affiliates will not be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond our reasonable control, including acts of God, labor disputes or other disturbances, systemic electrical, telecommunications, or other utility failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, pandemics or war.

10.2. Independent Contractors; Non-Exclusive Rights. We and you are independent contractors, and neither party, nor any of their respective affiliates, is an agent of the other for any purpose or has the authority to bind the other.

10.3. No Third Party Beneficiaries. This Agreement does not create any third party beneficiary rights in any individual or entity that is not a party to this Agreement.

10.4. Assignment. You will not assign this Agreement, or delegate or sublicense any of your rights under this Agreement, without our prior written consent. We may assign this Agreement to any affiliate or successor-in-interest.

10.5. Severability. If any portion of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect. Any invalid or unenforceable portions will be interpreted to effect the intent of the original portion. If such construction is not possible, the invalid or unenforceable portion will be severed from this Agreement but the rest of the Agreement will remain in full force and effect.

10.6. Governing Law; Venue. This Agreement, the subject matter of this Agreement and all related matters and legal relationships will be governed by, and construed in accordance with, the laws of the State of Wisconsin. All disputes arising out of or in connection with the present Agreement shall be finally settled under Arbitration.