

Sycuan Market Rewards Mobile Application Privacy Policy

Last Updated March 18, 2024

Please read the following Privacy Policy to learn about how information is collected, used, disclosed, and protected by Sycuan Tribal Development Corporation (“STDC,” “we” or “us”) when you create an account, or access and use our websites, or other online or mobile services or applications (collectively, the “Services”) or otherwise interact with us.

By using the Services, you are consenting to the terms of this Privacy Policy and the ways STDC collects, uses, and shares your Personal Information (as detailed below). Additionally, by using our Services, you expressly and unconditionally release and hold harmless STDC, the Sycuan Market, the Sycuan Band of the Kumeyaay Nation, and its subsidiaries, affiliates, Tribal Council, officers, employees and agents from any and all liability for any injuries, loss or damage of any kind arising from or in connection with the collection, use, or misuse of your Personal Information. If you do not consent to the terms of this Privacy Policy, please immediately cease use of our Services.

Personal Information Collected

Personal Information You Provide to Us.

We collect personal information you provide directly to us, including but not limited to, your first and last name, date of birth, email address, and any other information you choose to provide.

Personal Information We Collect When You Use Our Services.

We automatically collect information about you when you use our Services. For example, we may collect:

- *Transaction Information:* When you use our Services, we may collect information about your transaction or order, including but not limited to the transaction amount, date, time, and location.
- *Location Information:* In accordance with your device permissions, we may collect information about the location of your device each time you access or use our Services.
- *Log Information:* When you visit our websites, some information is automatically logged, such as your Internet Protocol (“IP”) address, access times, browser type, language, and the page you visited before navigating to our websites.
- *Information Collected by Cookies:* We use various technologies to collect information, and this may include placing cookies on your computer or mobile device. Cookies are small data files stored on your hard drive or in device memory by a website. Among other things, cookies help us improve our Services and your experience, see which areas and features are popular, and count visits to our Services.
- *Information Collected by Web Beacons:* We may collect information using web beacons. Web beacons are electronic images that may be used on our websites or in our emails. We may use web beacons to deliver cookies, count visits, understand usage and campaign effectiveness, and to tell if an email has been opened and acted upon.

Personal Information We Collect from Other Sources.

We may also obtain personal information from other sources and link or combine it with the information we collect from you. For example, if you create or log into your account through a social media site, we will have access to certain information from that site, such as your name, account

information, and friends lists, in accordance with the authorization procedures determined by such social media site.

Personal Information We Derive.

We may derive information or draw inferences about you based on the information we collect. For example, we may make inferences about your location based on your IP address.

Use of Personal Information

We use the personal information we collect for purposes described in this Privacy Policy or as otherwise disclosed to you. For example, we may use personal information to:

- operate and improve our Services, provide and deliver products and services to you and send related information, including confirmations, notices, updates, alerts, surveys, support, and administrative messages;
- monitor and analyze trends, usage, and activities in connection with our Services;
- personalize the Services and provide advertisements, content, and features that are targeted toward your interests;
- display advertisements that are targeted toward your interests (see “Third-Party Advertising and Analytics Services” below for details);
- respond to your comments and questions and provide customer service;
- communicate with you about contests, sweepstakes, promotions, rewards, upcoming events and other news and information about products and services offered by STDC and other companies;
- process and deliver contest, sweepstakes, and promotion entries and rewards;
- detect, investigate, and prevent fraudulent transactions and other illegal activities and protect the rights and property of STDC and others;
- comply with applicable legal and regulatory obligations;
- link or combine with information we collect from third parties to help understand your needs and provide you with better service; and
- carry out any other purpose disclosed to you at the time the information was collected.

Sharing of Personal Information

We may share personal information as follows:

- with any current and future parents, affiliates, subsidiaries, and other companies under common control and ownership;
- with third-party vendors, consultants and other service providers who perform a variety of functions on behalf of STDC, including filling orders, assisting with promotions, and providing technical services for us. These companies may have access to information about you as needed to perform such functions; however, they agree to use such information only for the purpose of performing these functions;
- with third parties, including law enforcement, to detect, investigate, and prevent fraudulent activities or any action that is inconsistent with our user agreements or policies, and/or to protect the rights, property and safety of STDC, our affiliated companies and others;
- in response to a request for information if we believe disclosure is in accordance with, or otherwise required by, any applicable law, regulation or legal process;

- in connection with, or during negotiations of, any merger, sale of company assets, financing or transfer of all or a portion of our business to another company; and
- with your consent or at your direction.

We may also share aggregated or de-identified information, which cannot reasonably be used to identify you.

By accessing or using our Services or otherwise providing information to us, you consent to the processing and transfer of information in and to the United States and other countries.

Security

STDC takes commercially reasonable steps to protect and secure information about you from loss, theft, misuse, and unauthorized access, disclosure, alteration, and destruction.

Third-Party Links

This Privacy Policy does not apply to the practices of companies that STDC does not own or control or to people that STDC does not employ or manage. Some of the sites linked to by the Services are developed by people over whom STDC exercises no control. These other sites may place their own cookies on your computer, collect data and/or solicit information from you. STDC does not control the privacy policies of third parties, and you are subject to the privacy policies of those third parties where applicable. We encourage you to ask questions before you disclose information to others. For more information about each such third party, please refer to the third party's privacy policy.

Our Services may allow you to access Google Maps. Please note that when you use Google Maps, you are subject to Google's privacy policy (available at the time of publication at <http://www.google.com/policies/privacy/>), as amended by Google from time to time.

Our Services on iOS allow you to access Apple Maps. Please note that when you use Apple Maps, you are subject to Apple's Terms of Service (available at the time of publication at <https://www.apple.com/legal/privacy/data/en/apple-maps/>), as amended by Apple from time to time.

Third-Party Advertising and Analytics Services

We may allow others to serve advertisements on our behalf and to provide analytics services. These entities may use cookies, web beacons, and other technologies to collect information about your use of the Services and other websites, including your IP address, web browser, pages viewed, time spent on pages, links clicked, and conversion information. This information may be used by STDC and others to, among other things, analyze and track data, determine the popularity of certain content, deliver advertising and content targeted to your interests on our Services and other websites, and better understand your online activities.

We may also work with third parties to serve ads to you as part of a customized campaign on third-party platforms (such as Facebook or Instagram). As part of these ad campaigns, we or third-party platforms may convert information about you, such as your email address and phone number, into a unique value that can be matched with a user account on these platforms to allow us to learn about your interests and to serve you advertising that is customized to your interests. Note that the third-party platforms may offer you choices about whether you see these types of customized ads.

Your Choices

Promotional Communications.

You may opt out of receiving promotional emails and text messages from STDC by following the instructions in those communications. If you opt out, we may still send you non-promotional emails related to your account or our ongoing business relations.

Cookies.

Most web browsers are set to accept cookies by default. If you prefer, you can usually choose to set your browser to remove cookies and/or reject cookies. If you choose to remove or reject cookies, this could affect certain features of our Services.

Location Information.

When you first launch any of our mobile applications or visit one of the pages on our website that collect location information, you will be asked to consent to the collection of location information. If you initially consent to our collection of location information, you can later stop this collection by changing the settings on your mobile device or Internet browser. If you do so, certain features of our Services will no longer function. You can also stop our collection of location information by our mobile applications by following the standard uninstall process and removing all STDC applications from your mobile device.

Mobile Push Notifications/Alerts.

With your consent, we may send promotional and non-promotional push notifications or alerts to your mobile device. You can elect to stop receiving these messages at any time by changing the notification settings on your mobile device.

Ability to Edit and Delete Account Information.

While logged into your registered account, you can edit your account information, including communication preferences, at any time. You may also delete your account at any time within the mobile application, by visiting us in-store, or by contacting us via email at marketrewardssupport@sycuanmarket.com or by phone at 619-445-4564.

Sale of Personal Information.

STDC values your privacy and does not sell your personal information to third parties in exchange for money. However, STDC does share this information as described in "Use of Personal Information" and in "Third-Party Advertising and Analytics Services". We may allow our advertising partners to use cookies and other technologies to collect identifiers, commercial information, and internet or other electronic network activity information in order to show advertisements that are targeted to your interests.

Retention

Personal information we collect may be retained for as long as needed to fulfill legitimate business purposes, including the purposes outlined in "Use of Personal Information" and "Sharing of Personal Information" sections, or for a time period specifically required or allowed by applicable regulations or laws.

Minors

You must be 18 years or older to use our Services. We do not knowingly collect, maintain, or use personal information from minors under 18 years of age, and no part of our Services is directed to individuals under 18 years of age.

Disclaimers

THE SERVICES ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, STDC AND ITS AFFILIATES, LICENSORS, SUPPLIERS, ADVERTISERS, SPONSORS AND AGENTS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, ACCURACY, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES; THUS, THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. STDC AND ITS AFFILIATES, LICENSORS, SUPPLIERS, ADVERTISERS, SPONSORS AND AGENTS DO NOT WARRANT THAT YOUR USE OF THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE OR SECURE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SERVICES OR THE SERVER(S) ON WHICH THEY ARE HOSTED ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOU ASSUME ALL RESPONSIBILITY AND RISK FOR YOUR USE OF THE SERVICES AND YOUR RELIANCE THEREON.

Limitation of Liability

NEITHER STDC NOR ANY OF OUR AFFILIATES, LICENSORS, SUPPLIERS, ADVERTISERS OR SPONSORS, NOR OUR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, CONSULTANTS, AGENTS OR OTHER REPRESENTATIVES, ARE RESPONSIBLE OR LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR OTHER DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS, LOSS OF DATA OR LOST PROFITS), UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY ARISING OUT OF OR RELATING IN ANY WAY TO THE SERVICES. WE ARE NOT LIABLE FOR ANY INJURIES, LOSS OR DAMAGE OF ANY KIND ARISING FROM OR IN CONNECTION WITH THE COLLECTION OR USE OF YOUR PERSONAL INFORMATION BY THIRD-PARTY COMPANIES, PROMOTIONAL PARTNERS OR VENDORS. ADDITIONALLY, WE ARE NOT LIABLE FOR ANY INJURIES, LOSS OR DAMAGE OF ANY KIND RESULTING FROM OR IN CONNECTION WITH YOUR ELECTRONIC DEVICES WHILE COMMUNICATING WITH US. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE SERVICES IS TO STOP USING THE SERVICES. STDC, AS A WHOLLY OWNED ENTITY OF A FEDERALLY-RECOGNIZED INDIAN TRIBE IS AN ARM OF THE SYCUAN BAND OF THE KUMEYAA NATION, AND IS CLOAKED WITH, AND COEXTENSIVELY SHARES THE TRIBE'S SOVEREIGN IMMUNITY FROM UNCONSENTED SUIT, WHICH IS EXPRESSLY ASSERTED HEREIN.

Changes to this Privacy Policy

STDC will occasionally update this Privacy Policy as our business and products evolve. If we make changes, we will provide notice of such changes by revising the date at the top of this Privacy Policy and, in some cases, we may provide you with more prominent notice (such as adding a statement to our homepage or sending you a notification). We encourage you to review this Privacy Policy from time to time to stay informed about our information practices and the ways you can help protect your privacy.

If you have questions, concerns or suggestions, please visit us in-store or contact us via email at marketrewardssupport@sycuanmarket.com or by phone at 619-445-4564.