

PRIVACY POLICY AND TERMS OF USE

Welcome to the Watermelon.org website (the "Site") designed and operated by the National Watermelon Promotion Board. ("NWPB," "we" or "us"). By using this Site, you (or your parent or legal guardian if you are under 18) are agreeing to comply with and be bound by the following terms and conditions. Please review the following terms carefully. If you do not agree with any of the terms set forth in these terms, you are not authorized to use this Site. If, at any time, you do not wish to be bound by these conditions or you are unsatisfied with the Site, its content or other legal notices, you agree that your sole and exclusive remedy is to discontinue use of this Site.

AUTOMATICALLY GATHERED INFORMATION

NWPB may automatically collect your browser type, browser version or other hardware or software information to tailor the presentation of the Watermelon.org site to your platform and to maintain a record of your activity on the site. NWPB may also use cookies to enable users to specify unique preferences and to track user trends and patterns. Users always have the option of disabling cookies via their browser preferences. If you disable cookies on your browser, please note that some parts of our site may not function or may be considerably slower. As an automatic process, our web server software may record a log file of IP addresses that access the Watermelon.org site. We may also collect IP address information but do not ordinarily link IP addresses to users' Personal Information, other than for statistical analysis as needed. However, we can and will use IP addresses to identify a user when we, in our sole discretion, determine that it is necessary to enforce compliance with these terms or to protect our service, site, customers or others.

PERSONAL INFORMATION

"Personal Information" is information that you provide to us which personally identifies you, such as your name, email address, or other data, which can be reasonably linked to such information by NWPB. Personal Information is different than Aggregate Non-Personal Information. "Aggregate Non-Personal Information" is information that is recorded about users and collected into groups so that it no longer reflects or references an individually identifiable user.

We do not intentionally collect any Personal Information from a visitor to the Watermelon.org site unless that visitor provides it. NWPB does not collect any Personal Information revealing political opinions, religious or philosophical beliefs, trade union membership, health, or sex life, unless such information is required to comply with applicable laws or regulations. If you are simply browsing the Watermelon.org site, we do not gather any Personal Information about you. NWPB may collect Aggregate Non-Personal Information to assist NWPB in improving the services offered through the Watermelon.org site or for any other reason and use or dispose of that information in any manner at NWPB's sole discretion.

HOW WE USE CONTACT INFORMATION

We may use links on the Watermelon.org site to provide you with the opportunity to contact us via e-mail or through other means to ask questions, request information and, register or provide comments and suggestions. To do so, we may request additional Personal Information from you, such as your name and telephone number, to help us satisfy your request. However, we will never contact you via email to ask you for credit card information, bank account numbers or other financial information.

We may use Personal Information for our own internal purposes including contacting you via email to inform you about important updates to the NWPB web site. We do not rent or sell our users' Personal Information to third parties. We may, however, provide you with the opportunity to receive communications via email but will provide you with an opportunity to opt out of such communications. The primary purpose of collecting Personal Information is to provide you with a safe and seamless experience.

UPDATING AND CORRECTING INFORMATION

If you need to update user information or wish to stop receiving emails from us, please submit a request to info@watermelon.org to notify us of any changes or errors related to any of your information that we have on file or that you wish to stop receiving communications from us. Upon receipt of such requests, we will update our files within a reasonable time from the date of the request.

SECURITY

Information we may collect is stored on our servers located in the United States. We treat data as an asset that must be protected and use tools (passwords, physical security, etc.) to protect Personal Information against unauthorized access and disclosure. However, as you probably know, third parties may unlawfully intercept or access transmissions or private communications, and other users may abuse or misuse your Personal Information that they collect from the site. We will use commercially reasonable methods to keep Personal Information securely in our files and systems. Please note that with current technology, we cannot guarantee the security of your data from all possible attacks or intrusions on our servers or guarantee the security of your data as it travels over the Internet. Thus, you hereby release NWPB, its Board of Directors, employees and member organizations from liability relating to any such possible attacks or intrusions that might compromise the security of your data.

INTERNATIONAL USERS

The Watermelon.org site is controlled, operated and administered by NWPB from its offices within the United States of America, and these terms are provided in accordance with and subject to applicable U.S. law. If you are based outside the United States and decide to access the Watermelon.org site from your location outside of the United States,

you hereby agree to be subject to this Notice and waive all privacy-related rights in other jurisdictions that conflict with U.S. law or the terms of this site.

LEGAL DISCLAIMER

Though we make every effort to preserve user privacy, we may need to disclose your Personal Information when we have a good-faith belief that such action is necessary to comply with applicable law or a current judicial or administrative proceeding, a court order or legal process. If we believe in accordance with the above, that we are required to disclose your Personal Information, we will notify you of the legal requirement to disclose your Personal Information (unless we are prohibited by law from doing so) to give you an opportunity to object to the disclosure. Neither NWPB, its Board of Directors, employees or member organizations shall have any liability for disclosure of your Personal Information, if NWPB has a good faith belief that it is required by law to disclose such information.

CONTACTING US

If you have any questions about these terms or the practices of the Watermelon.org site, you may contact us using the contact information located here <http://www.watermelon.org/Contact> with any questions you have.

PROPRIETARY RIGHTS

NWPB retains all rights (including Intellectual Property Rights as defined below) in the Site, and all underlying technology and data including any enhancements and improvements thereto as a result of providing the Site to you. Intellectual Property Rights means all intellectual property rights (in all media, now existing or created in the future, for all versions and elements, in all languages, and for the entire duration of such rights) arising under statutory or common law, contract, or otherwise, and whether or not perfected, including without limitation, (a) all rights associated with works of authorship including without limitation copyrights and moral rights; (b) rights associated with trademarks, service marks, trade names, logos and trade dress; (c) rights relating to trade secrets and confidential information; (d) rights relating to patents, know-how and related rights in inventions; and (d) rights analogous to those set forth in this definition in any other jurisdiction throughout the world and any and all other proprietary rights relating to intangible property.

PROHIBITED USER CONDUCT

You agree not to use any data, content, and any information provided or used on the Site, as well as your use of our Site, which will infringe or facilitate infringement on any copyright, patent, trademark, trade secret, or other proprietary, publicity, or privacy rights of any person or entity.

TRADEMARK AND PUBLICITY

You agree not use the name of NWPB, or any trademark, trade device, service mark, symbol, or any abbreviation, contraction, or simulation thereof, owned by NWPB, nor the names of any officer, employees, or any adaptation thereof, in any advertising, promotional, or sales literature relating to your use of the Site without prior written consent obtained from an authorized officer of NWPB in each case.

You agree not to remove or modify any copyright or other intellectual property notices that appear on the Site or any content made available to you through the Site. You will not use the Site for resale, service bureau, time-sharing or other similar purposes.

LINKS TO THIRD-PARTY SITES

The Site may contain hyperlinks to other web sites operated by other parties which are beyond NWPB's control. If you click on an external link within the Site, the click will take you off the Watermelon.org site. NWPB does not control, is not responsible for examining or evaluating, and does not warrant the offerings of, any of these businesses or individuals or the content of their web sites. NWPB does not assume any liability for the actions, product, and content of all of these and any other third parties. NWPB makes no representations and cannot be held responsible for the accuracy, relevancy, copyright compliance, legality, or decency of material on such third party web sites. When you click on a link that leaves the Watermelon.org site, the site you are redirected to is not controlled by NWPB and different terms of use and privacy statements may apply. NWPB also does not assume, and expressly disclaims, all liability for any viruses, worms, Trojan horses, defects, or other malfunctions caused by, resulting from, existing within, or in connection with such third party sites and any links thereto.

CHANGES TO TERMS AND CONDITIONS AND POLICIES

We reserve the right, at our sole discretion, to change, modify or otherwise alter these terms, and other rules or guidelines which appear on this Site at any time for any reason. Any such change, modification or alteration is effective upon posting on the Site without further notice to you. Your continued use of the Site following the posting of changes and/or modifications will constitute your acceptance of the revisions and the reasonableness of notice of changes.

LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT ALLOWED BY LAW, NWPB SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, RESULTING FROM THE USE OR THE INABILITY TO USE THE SITE OR RESULTING FROM ANY MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH THE SITE, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLE LOSS, EVEN IF YOU OR ANOTHER PARTY HAS BEEN ADVISED OF THE

POSSIBILITY OF SUCH DAMAGES. IF YOU ARE DISSATISFIED WITH THE SITE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO STOP USING THE SITE AND. YOU ACKNOWLEDGE AND AGREE THAT THE AGREEMENT TO MAKE THE SITE AVAILABLE TO YOU DOES NOT INCLUDE ANY CONSIDERATION FOR ASSUMPTION OF THE RISK OF ANY OF YOUR DAMAGES, REGARDLESS OF WHETHER DIRECT, INDIRECT, CONSEQUENTIAL OR INCIDENTAL OR ANY OTHER DAMAGES WHICH MAY ARISE IN CONNECTION WITH YOUR USE OF THE SITE.

DATA RETENTION

NWPB retains documents in accordance with applicable Federal or Florida law and will retain any documents that constitute a public record in accordance with the legally required time periods for such records. After such period has expired, NWPB has no obligation to retain such documents for any further time period, and such documents may be destroyed.

DMCA COPYRIGHT CLAIMS OR OTHER INTELLECTUAL PROPERTY CLAIMS

NWPB respects the intellectual property rights of others, and asks that everyone using the Watermelon.org site do the same. Anyone who believes that their work has been reproduced on the Watermelon.org site in a way that constitutes copyright infringement may notify NWPB'S designated agent for copyright infringement claims in accordance with Title 17, United States Code, Section 512(c)(2) (the "DMCA"), by providing the following information:

1. Identification of the copyrighted work you claim has been infringed;
2. Identification of the material that you claim is infringing and needs to be removed, including a description of where it is located on the Watermelon.org site so we can locate it;
3. Your address, telephone number, and, if available, e-mail address, so that we may contact you about your complaint; and
4. A signed statement that the above information is accurate; that you have a good faith belief that the identified use of the material is not authorized by the copyright owner, its agent, or the law; and, under penalty of perjury, that you are the copyright owner or are authorized to act on the copyright owner's behalf in this situation.

Notices of copyright infringement or other intellectual property claims should be sent to NWPB'S designated agent for copyright infringement claims as follows:

National Watermelon Promotion Board
1321 Sundial Point
Winter Springs, FL 32708

407-657-0261 (voice)
407-657-2213 (Fax)
info@watermelon.org (e-mail)

If you give notice of copyright infringement by e-mail, NWPB's designated agent for copyright infringement claims may, but is not required to, begin investigating the alleged copyright infringement; However, we must receive your signed statement by mail or as a signed attachment to your e-mail before we are required to take any action.

If you believe any content made available in conjunction with the Site violates any trademark or other intellectual property rights you possess, you may use the contact for copyright violations above to bring that issue to our attention as well.

GENERAL

If any provision of this Agreement is held to be invalid or unenforceable, the provision shall be removed (or interpreted, if possible, in a manner as to be enforceable), and the remaining provisions shall be enforced. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches. These terms and conditions set forth the entire understanding and agreement between us with respect to the subject matter contained herein and supersede any other agreement, proposals and communications, written or oral, between our representatives and you with respect to the subject matter hereof.

This Site (excluding third party linked Sites, if applicable) is operated by NWPB in Winter Springs, Florida, United States of America. It can be accessed from all 50 states as well as from other countries around the world to the extent permitted by Site. As each of these places has laws that may differ from Florida, by accessing this Site, both you and NWPB agree that the statutes and laws of Florida shall apply to any actions or claims arising out of or in relation to this Agreement or your use of this Site, without regard to conflicts of laws principles thereof. You also agree and hereby submit to the filing of any claim only in the exclusive personal jurisdiction and venue of Seminole County, Florida, U.S.A., and any legal proceedings shall be conducted in English. NWPB makes no representation that materials on this Site are appropriate or available for use in other locations, and accessing them from territories where their contents are illegal is prohibited. If the law of your nation, state or territory do not permit your participation in this Site, then you are responsible for complying with such laws and you agree to indemnify NWPB against any action you undertake to use the Watermelon.org website.

Revised August 24, 2016