



I. WHAT PERSONAL INFORMATION DO WE COLLECT FROM THE PEOPLE THAT VISIT OUR BLOG, WEBSITE OR APP?

The only Personally Identifiable Information (PII) collected is as the competition registration information is being completed. The information required to register as an educator, team, or volunteer is for competition purposes. Generally, the registration requirements include your name, email address, mailing address, phone number or other details to help you with your experience.

II. WHEN DO WE COLLECT INFORMATION?

We collect information from you when you register on our site, place an order or enter information on our site.

III. HOW DO WE USE YOUR INFORMATION?

We may use the information we collect from you when you register, make a purchase, sign up for our newsletter, respond to a survey or marketing communication, surf the website, or use certain other site features in the following ways:

- To personalize your experience and to allow us to deliver the type of content and offerings in which you are most interested.
- To improve our website to better serve you.
- To allow us to better service you in responding to your customer service requests.
- To ask for ratings and reviews of the competition or other services.

IV. HOW DO WE PROTECT YOUR INFORMATION?

Our website is scanned on a regular basis for security holes and known vulnerabilities to make your visit to our site as safe as possible.

We use regular Malware Scanning.

Your personal information is contained behind secured networks and is only accessible by a limited number of persons who have special access rights to such systems, and are required to keep the information confidential. Access to your PII is available through a unique User ID and password selected by you. This password is encrypted. We strongly recommend that you do not divulge your password to anyone. In addition, all sensitive/credit information you supply is encrypted via Secure Socket Layer (SSL) technology.

We implement a variety of security measures when a user places an order enters, submits, or accesses their information to maintain the safety of your personal information.

All transactions are processed through a gateway provider and are not stored or processed on our servers.



V. DO WE USE “COOKIES”?

Yes. Cookies are small files that a site or its service provider transfers to your computer's hard drive through your Web browser (if you allow) that enables the site's or service provider's systems to recognize your browser and capture and remember certain information. For instance, we use cookies to help us remember and process the competition materials. Cookies are also used to help us understand your preferences based on previous or current site activity, which enables us to provide you with improved services. We also use cookies to help us compile aggregate data about site traffic and site interaction so that we can offer better site experiences and tools in the future.

We use cookies to:

- Help remember the materials and competition items that are most important to you.
- Understand and save user's preferences for future visits.
- Compile aggregate data about site traffic and site interactions to offer better site experiences and tools in the future. We may also use trusted third-party services that track this information on our behalf.

You can choose to have your computer warn you each time a cookie is being sent, or you can choose to turn off all cookies. You do this through your browser settings. Since browsers are a little different, look at your browser's Help Menu to learn the correct way to modify your cookies.

If you turn cookies off, some of the features that make your site experience more efficient may not function properly. It won't affect the user's experience that make your site experience more efficient and may not function properly.

VI. THIRD-PARTY DISCLOSURE

We do not sell, trade, or otherwise transfer to outside parties your Personally Identifiable Information unless we provide users with advance notice. This does not include website hosting partners and other parties who assist us in operating our website, conducting our business, or serving our users, so long as those parties agree to keep this information confidential. We may also release information when it's release is appropriate to comply with the law or legal process served on us, enforce our site policies, or protect ours or others' rights, property or safety or otherwise comply with applicable laws.

However, non-personally identifiable visitor information may be provided to other parties for marketing, advertising, or other uses.

VII. THIRD-PARTY LINKS

Occasionally, at our discretion, we may include or offer third-party products or services on our website. These third-party sites have separate and independent privacy policies. We therefore have no responsibility or liability for the content and activities of these linked sites. Nonetheless, we seek to protect the integrity of our site and welcome any feedback about these sites.



VIII. **HOW DOES OUR SITE HANDLE DO NOT TRACK SIGNALS?**

We honor Do Not Track signals and Do Not Track, plant cookies, or use advertising when a Do Not Track (DNT) browser mechanism is in place.

IX. **DOES OUR SITE ALLOW THIRD-PARTY BEHAVIORAL TRACKING?**

It's also important to note that we do not allow third-party behavioral tracking

X. **COPPA (CHILDREN ONLINE PRIVACY PROTECTION ACT)**

When it comes to the collection of personal information from children under the age of 13 years old, the Children's Online Privacy Protection Act (COPPA) puts parents in control. The Federal Trade Commission, United States' consumer protection agency, enforces the COPPA Rule, which spells out what operators of websites and online services must do to protect children's privacy and safety online.

We do not specifically market to children under the age of 13 years old. We do not let third-parties, including ad networks or plug-ins collect PII from children under 13.

XI. **FAIR INFORMATION PRACTICES**

The Fair Information Practices Principles form the backbone of privacy law in the United States and the concepts they include have played a significant role in the development of data protection laws around the globe. Understanding the Fair Information Practice Principles and how they should be implemented is critical to comply with the various privacy laws that protect personal information.

In order to be in line with Fair Information Practices we will take the following responsive action, should a data breach occur:

We will notify you via email

- Within 7 business days

We will notify the users via in-site notification

- Within 7 business days

We also agree to the Individual Redress Principle which requires that individuals have the right to legally pursue enforceable rights against data collectors and processors who fail to adhere to the law. This principle requires not only that individuals have enforceable rights against data users, but also that individuals have recourse to courts or government agencies to investigate and/or prosecute non-compliance by data processors.

XII. **CAN SPAM ACT**

The CAN-SPAM Act is a law that sets the rules for commercial email, establishes requirements for commercial messages, gives recipients the right to have emails stopped from being sent to them, and spells out tough penalties for violations.

We collect your email address in order to:

- Send information, respond to inquiries, and/or other requests or questions

To be in accordance with CANSPAM, we agree to the following:

- Not use false or misleading subjects or email addresses.

SMART Competition Privacy Policy and Terms & Conditions



- Identify the message as an advertisement in some reasonable way.
- Include the physical address of our business or site headquarters.
- Monitor third-party email marketing services for compliance, if one is used.
- Honor opt-out/unsubscribe requests quickly.
- Allow users to unsubscribe by using the link at the bottom of each email.

If at any time you would like to unsubscribe from receiving future emails, you can email us at

- Follow the instructions at the bottom of each email and we will promptly remove you from **ALL** correspondence.

CONTACTING US

If there are any questions regarding the Privacy Policy or Terms & Conditions policy, you may contact us using the information below.

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SMART COMPETITION WEB SITE TERMS & CONDITIONS

By accessing the SMART Competition web site, you are agreeing to be bound by these web site Terms and Conditions of Use, all applicable laws and regulations, and agree that you are responsible for compliance with any applicable local laws. If you do not agree with any of these terms, you are prohibited from using or accessing this site. The materials contained in this web site are protected by applicable copyright and trade mark law.

1. Use License – Bentley Systems Software

- a. Bentley Systems (www.bentley.com) provides the software used in the Competition. Permission and specific corporate policies and procedures apply.
- b. Teams in good standing are granted by Bentley Systems to access the competition software. Limits to access, either cloud based or directly downloaded, is based on Bentley Systems corporate policies and their Terms and Conditions.
- c. The license to use the software may be revoked if the terms and conditions are violated or there is an ethical breach related to its use detected.

2. Disclaimer

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3. Limitations

The SMART Competition, in no event, or its suppliers, staff or volunteers, will be liable for any damages arising from the use of any materials or software provided through the web site.

4. Site Terms of Use Modifications

The SMART Competition may revise these terms of use for its web site at any time without notice. By using this web site you are agreeing to be bound by the then current version of these Terms and Conditions of Use.

5. Governing Law

Any claim relating to the SMART Competition web site shall be governed by the laws of the State of Arizona without regard to its conflict of law provisions.

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