TERMS AND CONDITIONS OF USE
Your access to and use of this Web site is subject to the following terms and conditions of use (“Terms of Use”) and all applicable laws. These Terms of Use apply exclusively to your access to, and use of, this Web site and do not alter in any way the terms or conditions of any other agreement you may have with the US Open Pickleball Championships or Spirit Promotions, LLC for products, services or otherwise. These Terms of Use may be changed by Spirit Promotions, LLC at any time in its sole discretion and your continued use of the Web site after the posting of such changes shall constitute your acceptance of the revised Terms. If you do not agree to these Terms of Use, our Privacy Statement or any other policy governing your access to or use of our Web site you should immediately terminate your access to and use of the Web site.

1. PRIVACY
We respect the privacy of our customers and encourage you to read our Privacy & Information Usage Policy. Its terms apply with the same force and effect as these Terms.

2. INTELLECTUAL PROPERTY
Copyright Material: Unless otherwise indicated, all Web site materials, including, without limitation, the US Open Pickleball Championship logo, the Minto US Open Pickleball Championships logo, and all designs, text, graphics, other files, and the selection and arrangement thereof are the proprietary and copyrighted property of Spirit Promotions, LLC or its licensors.
In using this site, you agree to refrain from uploading, posting, or otherwise submitting any material in which you do not own full property rights or otherwise have the permission of the owner. This includes group or individual portraits of people taken by professional photographers. Photos of people may only be used with the express permission of the individual whose image is portrayed (or for minors, the permission of their parent or guardian). This includes celebrities and professional athletes, as well as ordinary citizens. We reserve the right to obtain verification of any permission required prior to our use of such
images. You agree to indemnify Spirit Promotions, LLC from any and all harm, loss, or damage, including reasonable attorneys fees, resulting from your violation of this provision.

**Trademarks:** Any proprietary product or service names contained in this Web site are either trademarks or registered trademarks of Spirit Promotions, LLC, the US Open Pickleball Championships, or its licensors, and may not be copied, imitated or used, in whole or in part, without the prior written permission of Spirit Promotions, LLC. In addition, all page headers, custom graphics, button icons and scripts are service marks, trademarks and/or trade dress of Spirit Promotions, LLC, and may not be copied, imitated or used, in whole or in part, without the prior written permission of Spirit Promotions, LLC. All other trademarks, registered trademarks, product names and company names or logos mentioned herein are the property of their respective owners.

**3. SUBMISSIONS & OTHER_UPLOADED_CONTENT**

**Waiver of Rights; Confidentiality:** You agree that any materials, comments, suggestions, ideas, plans, drawings, original or creative materials or other information, submitted or uploaded to the US Open Pickleball Championships website, or postings on this Web site, are non-confidential. By submitting or uploading such content, you agree that Spirit Promotions, LLC shall have a perpetual, worldwide, non-exclusive license to use such materials in connection with the maintenance and operation of the of its Web site and in connection with our related services provided offline. The submission of any materials to Spirit Promotions, LLC irrevocably waives any and all “moral rights” in such materials.

**Inappropriate & Illegal Content:** Spirit Promotions, LLC reserves the right to remove any text or images uploaded to the Web site that it deems in its sole judgment to be inappropriate or which it believes may subject it to any liability.

**Copyright Infringement Claims:** If you believe that any material on this Web site infringes upon any copyright that you own or control, or that any link on this Web site directs users to another Web site that contains material that infringes upon any copyright which you
own or control, you may contact us in writing and we will promptly respond to your inquiry.

Content Review: Spirit Promotions, LLC may elect to electronically monitor areas of this Web site and may disclose any content, records or electronic communication of any kind to satisfy any law, regulation or government request, if such disclosure is necessary or appropriate to operate this Web site, or to protect the rights or property of Spirit Promotions, LLC, its independent contractors, service providers, consultants, sponsors, licensors or the public. Spirit Promotions, LLC retains the right but not the obligation to remove any content that is defamatory or disparaging in nature.

6. INDEMNITY
You agree to defend, indemnify and hold harmless Spirit Promotions, LLC, its independent contractors, service providers and consultants, and their respective directors, employees and agents, from and against any third party claim, damages, costs and expenses, including, but not limited to, reasonable attorneys’ fees, arising out of your use of the US Open Pickleball Championships Web site or the use of any photographs, images or materials you provide, including without limitation any actual or threatened suit, demand, or claim made against Spirit Promotions, LLC and/or its independent contractors, service providers, or consultants, that use of the photographs, images or material provided infringes, misappropriates or otherwise violates any copyright, trademark, right of publicity or other proprietary right of any third party. You agree to pay any judgment or reasonable settlement offer resulting from any such suit, demand or claim.

7. DISCLAIMER; NO WARRANTIES
THIS WEB SITE AND THE MATERIALS IN THIS WEB SITE ARE PROVIDED ON AN “AS IS” BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. SPIRIT PROMOTIONS, LLC DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF
MERCHANDABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

8. LIMITATION OF LIABILITY
In no event shall Spirit Promotions, LLC or its officers, employees, contractors, or agents be liable for any direct, indirect, special, or consequential damages, or any damages of any kind, at law or equity, arising out of your use of the Web site.

9. LINKING TO OUR WEB SITE
You are granted a limited, non-exclusive right to create a hyperlink to this Web site provided such link does not portray the US Open Pickleball Championships, or any of its products or services in a false, misleading, derogatory or otherwise defamatory manner. This limited right may be revoked at any time. You may not use, frame or utilize framing techniques to enclose any US Open Pickleball Championships trademark, logo or other proprietary information, including the images found at this Web site, the content of any text or the layout/design of any page or form contained on a page without the express written consent of Spirit Promotions, LLC. Further, you may not use any meta tags or any other “hidden text” utilizing the US Open Pickleball Championships name, trademark or product name without the express written consent of Spirit Promotions, LLC.

10. THIRD PARTY US Open Pickleball Championships may provide links to Web pages and content of third parties and does not monitor or have any control over such sites or their content. US Open Pickleball Championships does not endorse or adopt any such sites or their owners and makes no representations or warranties of any kind regarding such any information contained therein.

11. SEVERABILITY
If any provision of these Terms of Use shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms of Use and shall not affect the validity and enforceability of any remaining provisions.

12. APPLICABLE LAW
The laws of the State of Illinois will govern and construe these Terms of Use without giving effect to any conflict of laws provisions to the contrary. By use of this Web site, you irrevocably consent for any and all disputes with Spirit Promotions, LLC to the venue of state or federal courts located in the State of Illinois. If you access the Web site from outside the United States, you do so at your own risk and are responsible for compliance with the laws of your jurisdiction.

13. QUESTIONS AND CONTACT INFORMATION

Email: spiritpromotions15@gmail.com