



GRANITE SCHOOL DISTRICT
2500 South State Street
Salt Lake City, Utah 84115-3110

1. **CONTRACTING PARTIES:** This contract is between the Granite School District hereafter referred to as GSD, and the following Contractor:

Contractor Name 2080 Media Inc. dba PlayOn! Sports		Address 2990 Brandywine Rd STE 300	City, State and Zip Code Atlanta, GA 30341
Contact Person Patrick Euart		Telephone Number 307-699-2731	Email patrick.euart@playonsports.com
Legal Status:	Corporation		

- 2. **GENERAL PURPOSE OF CONTRACT:** Provide the Granite School District and participating EdPAC cooperative school districts with online ticketing and high school athletic webpage services.
- 3. **PROCUREMENT:** This contract is entered into as a result of the procurement process on request for statements of qualifications #JG23-42, fiscal year 2023.
- 4. **CONTRACT PERIOD:** Effective date July 14, 2023. Termination date July 13, 2024, unless terminated early or extended in accordance with the terms and conditions of this contract.
Renewal options- Four (4) one-year options Maximum length of contract- July 13, 2028.
- 5. **CONTRACT COSTS:** See Attachment D.
- 6. **ATTACHMENT A:** GSD Standard Information Technology Terms and Conditions – Mutually Modified
ATTACHMENT B: GSD RFP JG23-42
ATTACHMENT C: PlayOn! Sports Technical Proposal
ATTACHMENT D: PlayOn! Sports Cost Proposal
ATTACHMENT E: VNN Terms of Use
ATTACHMENT F: VNN Privacy Policy
ATTACHMENT G: GoFan Terms of Use
ATTACHMENT H: GoFan Privacy Policy
ATTACHMENT I: PlayOn! Sports PCI Data Security Standard Attestation of Compliance
EXHIBIT A: EdPAC Participating Addendum – Required for any district, besides GSD, to use contract.
- 7. **DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:**
 - a. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.
 - b. Utah State Procurement Code (63G-6a) and Administrative Rule (R33) and Granite School District Procurement Policy

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONTRACTOR		GRANITE SCHOOL DISTRICT	
Contractor's Signature 	Date 7/12/23	Purchasing/Business 	Date 7/12/23
Contractor's Name David Greiff		Printed Name Jared Gardner	
Title Chief Revenue Officer		Title Director of Purchasing	

**ATTACHMENT A: GRANITE SCHOOL DISTRICT STANDARD INFORMATION TECHNOLOGY TERMS AND CONDITIONS
MUTUALLY MODIFIED FOR THIS AGREEMENT**

This is for a contract of information technology products and services.

1. DEFINITIONS:

- a. "Access to Secure District Facilities, Data, or Technology" means Contractor will (a) enter upon secure premises controlled, held, leased, or occupied by the District; (b) maintain, develop, or have access to any deployed hardware, software, firmware, or any other technology, that is in use by the District; or (c) have access to or receive any District Data or confidential information.
- b. "Authorized Persons" means the Contractor's employees, officers, partners, Subcontractors, or agents of Contractor who need Access to Secure District Facilities, Data, or Technology to enable the Contractor to perform its responsibilities under this Contract.
- c. "Background IP" means intellectual property (IP) owned or controlled prior to the effective date of this Contract or that IP developed or acquired from activities independent of the services performed under this Contract, including but not limited to (a) methodologies, processes, technologies, algorithms, software, or development tools used in performing the Services, and (b) processes and reusable reports, designs, charts, plans, specifications, documentation, forms, templates, or output which are supplied or otherwise used by or on behalf of Contractor in the course of performing the Services or creating the Custom Deliverables, other than portions that specifically incorporate proprietary or confidential information or Custom Deliverables of the District.
- d. "Contract" means the Contract Signature Page(s), including all referenced attachments and documents incorporated by reference.
- e. "Contract Period" means the term of this Contract, as set forth in the Contract Signature Page(s).
- f. "Contract Signature Page(s)" means the cover page that the District and Contractor sign.
- g. "Contractor" means the individual or entity identified on the Contract Signature Page(s). "Contractor" includes Contractor's agents, officers, employees, partners, contractors, and Subcontractors at any level.
- h. "Custom Deliverables" means the product that Contractor is required to design, develop, or customize and deliver to the District as specifically described under this Contract or an associated statement of work for which all interest and title shall be transferred to and owned by the District. This includes every invention, design, development, customization, improvement, process, software program, work of authorship, documentation, formula, datum, technique, know how, or intellectual property right whatsoever or any interest therein (whether patentable or not patentable or registerable under copyright or similar statutes or subject to analogous protection) that is specifically made, conceived, discovered, or reduced to practice by Contractor pursuant to this Contract. The parties acknowledge that the products and services provided by Contractor hereunder do not include any Custom Deliverables.
- i. "Data Breach" means the unauthorized access or acquisition of District Data that compromises the security, confidentiality, or integrity of District Data.
- j. "District" means Granite School District, in its entirety, including its schools, agencies, departments, divisions, authorities and instrumentalities, boards, elected or appointed officers, employees, agents, and authorized volunteers.
- k. "District Data" means all confidential information and Non-Public Data that is created, controlled, maintained, owned, or in any way originating with the District regardless of where such data or output is stored or maintained.
- l. "Federal Criminal Background Check" means a fingerprint-based, nationwide background check conducted and processed by the FBI.
- m. "Good" means any deliverable not classified as a Custom Deliverable or Service.
- n. "Intellectual Property Rights" means all rights to patents, utility models, mask works, copyrights, trademarks, trade secrets, and other protection afforded by law to inventions, models, designs, technical information, and applications.
- o. "Non-Public Data" means records or data that are not subject to distribution to the public. Access is restricted because it includes information that is protected by state or federal law. Non-Public Data includes, but is not limited to, a person's name; government-issued identification numbers (e.g., Social Security, driver's license, passport); financial account information; or Protected Health Information.
- p. "Protected Health Information" (PHI) is as defined in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended, and its implementing regulations.
- q. "Response" means the Contractor's bid, proposals, quote, or any other document used by the Contractor to respond to the District Solicitation.
- r. "Security Incident" means the attempted unauthorized access to District Data that may result in the use, disclosure, or theft of District Data.
- s. "Services" means the furnishing of labor, time, or effort by Contractor, and may include installation, configuration, implementation, technical support, warranty maintenance, and other support services.
- t. "Solicitation" means an invitation for bids, request for proposals, notice of sole source procurement, request for statement of qualifications, request for information, or any document used to obtain bids, proposals, pricing, qualifications, or information for the purpose of entering into this Contract.
- u. "Subcontractors" includes contractors, manufacturers, distributors, suppliers, or consultants, at any tier, that are under the direct

or indirect control or responsibility of Contractor, including a person or entity that is, or will be, providing goods or performing services pursuant to this Contract.

2. NON-NEGOTIABLE PROVISIONS: The following terms are required by certain state and federal laws and policies and are therefore non-negotiable for Contract purposes.

- a. **CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** This Contract shall be governed solely by the laws of the State of Utah. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Utah. Exclusive venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
- b. **LAWS:** Contractor and all Goods and Services delivered under this Contract will comply with all applicable federal and state of Utah laws, including applicable licensure and certification requirements.
- c. **SOVEREIGN IMMUNITY:** The District does not waive any protection, right, defense or immunity under the Governmental Immunity Act of Utah, Utah Code §§ 63G-7-101 to 904, as amended, the Eleventh Amendment to the Constitution of the United States, or otherwise, from any claim or from the jurisdiction of any court.

If a claim must be brought in a federal forum, then it must be brought and adjudicated exclusively within the United States District Court for the District of Utah. This paragraph only applies to a claim brought against the District to the extent Congress has abrogated the District's sovereign immunity and this paragraph is not consent by the District to be sued in federal court.

- d. **PUBLIC INFORMATION:** This Contract and any purchase orders, invoices, pricing lists, and the Response are public records available for disclosure in accordance with the State of Utah's Government Records Access and Management Act (GRAMA, Utah Code 63G-2-101 et seq.), except to the extent classified as protected in accordance with UCA 63G-2-309. GRAMA takes precedence over any statements of confidentiality or similar notations. The District will inform Contractor of any request for a copy of this Contract, including any purchase orders, invoices, pricing lists, or the Response.
- e. **CREDITING District IN PUBLICITY:** Any publicity given to this Contract shall identify the District as the managing agency and shall not be released without prior written approval from the District.
- f. **SALES TAX EXEMPTION:** Goods, Custom Deliverables, and Services purchased and paid from District's funds and used in the essential function as a State of Utah governmental entity. District will provide Contractor with a copy of its sales tax exemption number upon request.
- g. **SEVERABILITY:** A declaration or order by any court that any provision of this Contract is illegal and void shall not affect the legality and enforceability of any other provision of this Contract, unless the provisions are mutually dependent.
- h. **AMENDMENTS:** This Contract may only be amended by the mutual written agreement of the parties, attached to this Contract. Automatic renewals are prohibited and are deemed void.
- i. **DEBARMENT:** Contractor certifies that it is not presently nor has ever been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any government department or agency, whether international, national, state, or local. Contractor must notify District within thirty (30) days if debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any contract by any governmental entity.
- j. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** This Contract may be terminated in whole or in part at the sole discretion of District upon thirty days written notice, if District determines that (a) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract; or (b) that a change in available funds affects District's ability to pay under this Contract. A change of available funds includes, but is not limited to, a change in Federal or State funding, whether as a result of a legislative act or an order of the President, the Governor, or Executive Director.

District will reimburse Contractor for the Goods or Services properly ordered and delivered until the effective date of said notice. District is not liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of the notice.

- k. **ENTIRE AGREEMENT:** This Contract is the entire agreement between the parties and supersedes any prior and contemporaneous agreements and understandings between the parties, whether oral or written.
 - l. **WAIVER:** The waiver by either party of any provision, term, covenant, or condition of this Contract shall not be deemed to be a waiver of any other provision, term, covenant, or condition of this Contract nor any subsequent breach of the same or any other provision, term, covenant, or condition of this Contract. District's approval, acceptance, or payment for any Goods or Services required under this Contract shall not be construed to operate as a waiver by District of any right under this Contract or of any cause of action arising out of the performance or nonperformance of this Contract.
 - m. **CHANGES IN SCOPE:** Any changes in the scope of work to be performed under this Contract shall be in the form of a written amendment to this Contract, mutually agreed to and signed by both parties, specifying any such changes, fee adjustments, any adjustment in time of performance, or any other significant factors arising from the changes in the scope of work.
 - n. **TRAVEL COSTS:** Unless otherwise agreed to in the contract, all travel costs associated with the delivery of Services will be paid in accordance with the prevailing GSA per diem rates. Only actual documented charges are billable. Invoices containing travel costs outside of these rates will be returned to the Contractor for correction.
- 3. RECORDS ADMINISTRATION:** Contractor shall maintain or supervise the maintenance of all records necessary to properly account for Contractor's performance and the payments made by District to Contractor. These records shall be retained by Contractor for at least six (6) years after final payment (per Utah Administrative Code R33-12-605 and Utah Code 78B-2-309), or until all audits initiated within the six (6) years have been completed, whichever is later. Contractor shall allow, at no additional cost, State of Utah and federal auditors, and District staff, access to all such records.
- 4. CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":** This Status Verification System,

also referred to as “E-verify”, only applies to contracts issued through a Request for Proposal process and to sole sources that are included within a Request for Proposal, and when Contractor employs any personnel in Utah.

- a. Contractor certifies as to its own entity, under penalty of perjury, that Contractor has registered and is participating in the Status Verification System to verify the work eligibility status of Contractor’s new employees that are employed in the State of Utah in accordance with applicable immigration laws.
 - b. Contractor shall require that each of its Subcontractors certify by affidavit, as to their own entity, under penalty of perjury, that each Subcontractor has registered and is participating in the Status Verification System to verify the work eligibility status of Subcontractor’s new employees that are employed in the State of Utah in accordance with applicable immigration laws.
 - c. Contractor’s failure to comply with this section will be considered a material breach of this Contract.
5. **CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of District, unless written disclosure has been made to District.
6. **INDEPENDENT CONTRACTOR:** Contractor is an independent contractor, and not an employee or agent of District, and therefore is not entitled to any of the benefits associated with such employment. Contractor has no authorization, express or implied, to bind District to any agreements, settlements, liabilities, or understandings, and shall not perform any acts as an agent for District. Contractor is responsible for all applicable federal, state, and local taxes and FICA contributions.
7. **CRIMINAL BACKGROUND SCREENING:** If a contractor will have significant unsupervised access to students, then each employee of Contractor and Subcontractor must successfully complete a Federal Criminal Background Check, prior to being granted Access to students.
8. **DRUG-FREE WORKPLACE:** Contractor shall abide by District’s drug-free workplace policies while on District’s premises.
9. **CODE OF CONDUCT:** If Contractor is working at facilities controlled or owned by District or the State of Utah, Contractor shall follow and enforce District Policy V.C.14. Code of Conduct, District Policy VIII.A.24 Acceptable Use of Information Technology Resources and the agency applicable code of conduct. Contractor will ensure that each employee receives a copy of the policies and applicable codes of conduct.

10. INDEMNITY AND LIABILITY

- a. **Indemnity Clause:** Contractor shall fully indemnify, defend, and save harmless District from all claims, losses, suits, actions, damages, and costs of every name and description arising out of Contractor’s performance of this Contract caused by any intentional act, omission or negligence of Contractor, its agents, employees, officers, partners, and Subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss, or damage due to the fault of District. Any limitations of the Contractor’s liability will not apply to injuries to persons, including death, or to damages to property.
- b. **Governmental Immunity Act:** In accordance with the Constitution of the State of Utah and the Governmental Immunity Act of Utah (“the Act”, Utah Code §§63G-7-101 to 904, as amended), District shall have no liability for the operations, acts, or omissions of the Contractor or any third party. Any indemnity obligations of District are subject to the Constitution of the State of Utah and the Act and limited to claims that arise from and to the extent caused by the negligent acts or omissions of District in the performance of District’s obligations under this Contract.
- c. **Intellectual Property Indemnification:** Contractor warrants and represents it has full ownership and clear title free of all liens and encumbrances to any Good delivered under this contract. Contractor also warrants that any Good, Custom Deliverable, or Service furnished by Contractor under this Contract, including its use by District in unaltered form, will not infringe any copyrights, patents, trade secrets, or other proprietary rights.

Contractor will release, indemnify, and hold District harmless from liability or damages of any kind or nature, including Contractor's use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article, or appliance furnished or used in Contractor’s performance of this Contract. Additionally, if such a claim or liability is based upon an allegation that a Good, Custom Deliverable, or Service furnished by Contractor infringes on any right protected by any patent, copyright, trademark, trade secret, and/or proprietary right, Contractor shall indemnify and hold harmless District for any judgments, settlements, costs, and reasonable attorneys’ fees resulting from such a claim or liability. Contractor shall defend all actions brought upon such matters to be indemnified hereunder and pay all costs and expenses incidental thereto; however, District shall have the right, at its option, to participate in the defense of any such action at its own expense without relieving Contractor of any obligation hereunder. If there are any limitations of liability in this Contract, such limitations will not apply to this section.

11. **HARDWARE WARRANTY: THE DISTRICT DOES NOT ACCEPT ANY PROCUREMENT ITEM “AS-IS”.** CONTRACTOR WARRANTS ALL HARDWARE PORTIONS OF ANY GOOD OR CUSTOM DELIVERABLE THAT IT DIRECTLY OR INDIRECTLY PROVIDES FOR A PERIOD OF **ONE YEAR**. UNLESS OTHERWISE PROVIDED HEREIN, ALL WARRANTIES GRANTED TO DISTRICT BY THE UNIFORM COMMERCIAL CODE OF THE DISTRICT APPLY TO THIS CONTRACT, AND PRODUCT LIABILITY DISCLAIMERS AND/OR WARRANTY DISCLAIMERS FROM CONTRACTOR OR ITS SUPPLIERS ARE REJECTED. CONTRACTOR WARRANTS THAT THE HARDWARE, IN ALL MATERIAL RESPECTS: (A) WILL PERFORM AS SPECIFIED IN THE RESPONSE; (B) WILL LIVE UP TO ALL SPECIFIC CLAIMS LISTED IN THE RESPONSE; (C) WILL BE SUITABLE FOR THE ORDINARY PURPOSES FOR WHICH THE HARDWARE IS USED; (D) WILL BE SUITABLE FOR ANY SPECIAL PURPOSES THAT DISTRICT HAS RELIED ON CONTRACTOR’S SKILL OR JUDGMENT TO CONSIDER WHEN IT ADVISED DISTRICT ABOUT THE HARDWARE IN THE RESPONSE; (E) THE HARDWARE HAS BEEN PROPERLY DESIGNED AND MANUFACTURED; AND (F) IS FREE OF SIGNIFICANT DEFECTS.
12. **SOFTWARE WARRANTY: THE DISTRICT DOES NOT ACCEPT ANY PROCUREMENT ITEM “AS-IS”.** CONTRACTOR WARRANTS FOR A PERIOD OF **NINETY DAYS** FROM THE DATE OF ACCEPTANCE THAT THE SOFTWARE PORTIONS OF THE GOODS AND CUSTOM DELIVERABLES THAT CONTRACTOR DIRECTLY OR INDIRECTLY PROVIDES WILL, IN ALL MATERIAL RESPECTS: (A) PERFORM IN ACCORDANCE WITH THE SPECIFIC CLAIMS PROVIDED IN THE RESPONSE AND

ALL SPECIFICATIONS AGREED TO IN WRITING BETWEEN DISTRICT AND CONTRACTOR; (B) BE SUITABLE FOR THE ORDINARY PURPOSES FOR WHICH SUCH GOODS AND CUSTOM DELIVERABLES ARE USED; (C) BE SUITABLE FOR ANY SPECIAL PURPOSES THAT DISTRICT HAS RELIED ON CONTRACTOR'S SKILL OR JUDGMENT TO CONSIDER WHEN IT ADVISED THE DISTRICT ABOUT THE GOODS OR CUSTOM DELIVERABLES; (D) HAVE BEEN PROPERLY DESIGNED AND MANUFACTURED; AND (E) BE FREE OF SIGNIFICANT DEFECTS. CONTRACTOR SHALL PROVIDE DISTRICT WITH BUG FIXES, INCLUDING INFORMING DISTRICT OF ANY KNOWN SOFTWARE BUGS OR SOFTWARE DEFECTS THAT MAY AFFECT THE DISTRICT'S USE OF THE SOFTWARE. DISTRICT ACKNOWLEDGES THAT AVAILABILITY OF THE CONTRACTOR'S GOODS AND SERVICES DEPEND UPON THE AVAILABILITY OF THE INTERNET AND ANY THIRD-PARTY CLOUD COMPUTING SERVICES PROVIDER AND THAT CONTRACTOR HAS NO CONTROL OVER SUCH AVAILABILITY. ACCORDINGLY, CONTRACTOR MAKES NO REPRESENTATIONS, WARRANTIES, OR COVENANTS REGARDING THE AVAILABILITY OF CONTRACTOR'S GOODS AND SERVICES TO THE EXTENT THAT SUCH AVAILABILITY DEPENDS UPON THE AVAILABILITY OF THE INTERNET OR ANY THIRD-PARTY CLOUD COMPUTING SERVICES PROVIDER.

- 13. WARRANTY REMEDIES; LIMITATION OF LIABILITY:** Upon breach of warranty, Contractor will repair or replace (at no charge to District) the nonconforming Goods or Custom Deliverables. If the repaired and/or replaced products are inadequate, Contractor will refund the full amount of any payments that have been made for the failed products. This Section 13 and District's rights under Sections 35-38 (Termination, Default and Remedies) shall be District's sole remedy for breach of any warranties hereunder.

EXCEPT FOR THE EXPRESS WARRANTIES HEREIN, CONTRACTOR MAKES NO OTHER REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY. CONTRACTOR MAKES NO REPRESENTATIONS OR WARRANTIES FOR ANY THIRD-PARTY (E.G., STRIPE) SERVICES OR TECHNOLOGY, AND DISTRICT'S USE OF THE SAME IS GOVERNED BY THE TERMS OF ITS AGREEMENT WITH THE RELEVANT THIRD PARTY.

EXCEPT FOR DAMAGES ARISING OUT OF A PARTY'S BREACH OF CONFIDENTIALITY OBLIGATIONS, A PARTY'S MISAPPROPRIATION OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, OR WHERE A CLAIM RESULTS FROM INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE, (A) IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM, INCLUDING, WITHOUT LIMITATION, LOST PROFITS; (B) EACH PARTY'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, SHALL NOT EXCEED FIVE TIMES THE TOTAL AMOUNT PAID BY DISTRICT TO CONTRACTOR HEREUNDER DURING THE TWELVE (12) MONTHS IMMEDIATELY BEFORE ANY EVENT GIVING RISE TO A CLAIM BY THE OTHER PARTY HEREUNDER.

- 14. UPDATES AND UPGRADES:** Contractor grants to District a non-exclusive, non-transferable license to use upgrades and updates provided by Contractor during the Contract Period. Upgrades and updates are subject to the terms of this Contract. District reserves the right to accept updates and upgrades at its discretion and to determine if such updates comply with the requirements in the Contract scope of work.
- 15. BUG FIXING AND REMOTE DIAGNOSTICS:** Contractor shall use commercially reasonable efforts to provide work-around solutions or patches to reported software problems. With District's prior written authorization, Contractor may perform remote diagnostics to work on reported problems. If District declines remote diagnostics, Contractor and District may agree to on-site technical support, subject to the terms of the Contract.
- 16. TECHNICAL SUPPORT AND MAINTENANCE:** If technical support and maintenance is required by the Contract, Contractor will use commercially reasonable efforts to respond to District in a reasonable time, and in all events, in accordance with the specific timeframes detailed in the Contract, when District makes technical support or maintenance requests.
- 17. PHYSICAL DELIVERY:** All non-electronic deliveries will be F.O.B. destination with all transportation and handling charges paid by Contractor. Contractor is responsible for including any freight charges due by District to Contractor when providing quotes to District. Invoices listing freight charges that were not identified in the quote will be returned to the Contractor to remove such costs. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance, when responsibility will pass to District except as to latent defects, fraud, and Contractor's warranty obligations.
- 18. ELECTRONIC DELIVERY:** Contractor may electronically deliver any Good or Custom Deliverable to District or provide any Good and Custom Deliverable for download from the Internet, if pre-approved in writing by District. Contractor shall ensure the confidentiality of electronic deliveries in transit. Contractor warrants that all electronic deliveries will be free of known malware, bugs, Trojan horses, etc.
- 19. ACCEPTANCE PERIOD:** A Good, Custom Deliverable, or Service furnished under this Contract shall function in accordance with the specifications identified in this Contract and Solicitation ("Defects"), District shall within thirty (30) calendar days of the delivery date ("Acceptance Period") notify Contractor in writing of the Defects. Upon receiving notice, Contractor shall use reasonable efforts to correct the Defects within fourteen (14) calendar days ("Cure Period"). District's acceptance of a Good, Custom Deliverable, or Services occurs at the end of the Acceptance Period or Cure Period, whichever is later.

If after the Cure Period, a Good, Custom Deliverable, or Service still has Defects, then District may, at its option: (a) declare Contractor to be in breach and terminate this Contract; (b) demand replacement conforming Goods, Custom Deliverables, or Services from Contractor at no additional cost to District; or (c) continue the Cure Period for an additional time period agreed upon by District and Contractor in writing. Contractor shall pay all costs related to the preparation and shipping of the replacement products. No products shall be deemed accepted and no invoices shall be paid until acceptance. The warranty period will begin upon the end of the Acceptance Period.

- 20. SECURE PROTECTION AND HANDLING OF DISTRICT DATA:** If Contractor is given access to District Data, the protection of District Data shall be an integral part of the business activities of Contractor, and Contractor shall ensure that there is no inappropriate or unauthorized use of District Data. Contractor shall safeguard the confidentiality, integrity, and availability of the District Data and comply with an industry recognized cybersecurity framework. District reserves the right to verify Contractor's adherence to the framework.

- a. **District Data Security:** The Contractor agrees to utilize administrative, physical, and technical safeguards designed to protect Student Data from unauthorized access, disclosure, acquisition, destruction, use, or modification. The Contractor shall adhere to any applicable law relating to data security.
- b. **District Data Transmission:** Contractor shall ensure all transmission or exchange of system application data with District and/or any other parties expressly designated by the District, shall take place via secure means (ex. HTTPS or FTPS).
- c. **District Data Storage:** All District Data will be stored and maintained in data centers in the United States. No District Data will be processed on or transferred to any portable or laptop computing device or portable storage medium, except for devices that are used and kept only at Contractor's United States data centers, unless such medium is part of the Contractor's designated backup and recovery process.
- d. **Access:** Contractor shall permit its employees and Subcontractors to remotely access non-District Data only as required to provide technical support.
- e. **District Data Encryption:** Contractor shall store all District Data provided to Contractor, including District, as well as any backups made of that data, in encrypted form using no less than 128 bit key and include all data as part of a designated backup and recovery process.
- f. **Password Protection:** Any portable or laptop computer that has access to District network or stores any non-public District Data shall be equipped with strong and secure password protection.
- g. **Confidential Information Certification:** Contractor shall sign a Confidential Information Certification form prior to being given access to confidential computerized records.
- h. **District Data Re-Use:** All District Data exchanged shall be used expressly and solely for the purpose enumerated in this Contract. No District Data of any kind may be transmitted, exchanged, or provided to other contractors or third parties except on a case-by- case basis as specifically agreed to in writing by District.
- i. **District Data Destruction:** Upon expiration or termination of this Contract, Contractor shall erase, destroy, and render unreadable all District Data from all non-District computer systems and backups, and certify in writing that these actions have been completed within thirty (30) days of the expiration or termination of this Contract or within seven (7) days of the request of District, whichever shall come first, unless District provides Contractor with a written directive. District's written directive may require that certain data be preserved in accordance with applicable law.
- j. **User Support:** Contractor may provide technical user support on a 24/7 basis using a Follow the Sun model, unless otherwise prohibited by this contract.

21. SECURITY INCIDENT OR DATA BREACH NOTIFICATION: Confidentiality or integrity of the data maintained by the Contractor the Contractor shall provide notification to LEA within seventy-two (72) hours of confirmation of the incident, unless notification within this time limit would disrupt investigation of the incident by law enforcement. In such an event, notification shall be made within a reasonable time after the incident. Contractor shall follow the following process:

- a. The security breach notification described above shall include, at a minimum, the following information to the extent known by the Contractor and as it becomes available:
 - i) The name and contact information of the reporting LEA subject to this section.
 - ii) list of the types of personal information that were or are reasonably believed to have been the subject of a breach.
 - iii) If the information is possible to determine at the time the notice is provided, then either
 - (a) the date of the breach
 - (b) the estimated date of the breach, or
 - (c) the date range within which the breach occurred. The notification shall also include the date of the notice.
 - iv) Whether the notification was delayed as a result of a law enforcement investigation, if that information is possible to determine at the time the notice is provided; and
 - v) A general description of the breach incident, if that information is possible to determine at the time the notice is provided.
- b. Contractor agrees to adhere to all federal and state requirements with respect to a data breach related to the data, including, when appropriate or required, the required responsibilities and procedures for notification and mitigation of any such data breach.
- c. Contractor further acknowledges and agrees to have a written incident response plan that reflects best practices and is consistent with industry standards and federal and state law for responding to a data breach, breach of security, privacy incident or unauthorized acquisition or use of data or any portion thereof, including personally identifiable information and agrees to provide LEA, upon request, with a summary of said written incident response plan.

- d. LEA shall provide notice and facts surrounding the breach to the affected students, parents or guardians.
- e. In the event of a breach originating from LEA's use of the Service, Contractor shall cooperate with LEA to the extent necessary to expeditiously secure data.

22. CONFIDENTIALITY: This section does not apply to records where disclosure is regulated under Federal or State laws.

GRAMA applies only to records, therefore if information (other than Non-Public Data, Public Health Information, or District Data) is disclosed orally by either party which either party wishes to remain confidential, then each party shall adhere to the following:

Each party will: (a) limit disclosure of any such information to Authorized Persons who have a need to know such information in connection with the current or contemplated business relationship between the parties to which this Contract relates, and only for that purpose; (b) advise its Authorized Persons of the proprietary nature of the information and of the obligations set forth in this Contract and require such Authorized Persons to keep the information confidential; (c) shall keep all information strictly confidential by using a reasonable degree of care, but not less than the degree of care used by it in safeguarding its own confidential information; and (d) not disclose any such information received by it to any third parties, except as otherwise agreed to in writing by the disclosing party. Each party will notify the other of any misuse or misappropriation of such information that comes to said party's attention.

This duty of confidentiality shall be ongoing and survive the Contract Period.

23. OWNERSHIP IN INTELLECTUAL PROPERTY: District and Contractor have no right, title, or interest, proprietary or otherwise, in or to the name, logo, or intellectual property owned or licensed by the other. District and Contractor shall not, without the prior written consent of the other or as authorized in this Contract, use the name, logo, or intellectual property owned or licensed by the other. For clarity, as between the parties, Contractor and its licensors own all right, title and interest (including IP rights) in and to the Services and Goods (including the GoFan ticketing application and all related websites, materials and technology) provided by Contractor, including, without limitation, related marks, aggregated data and reports, modifications and derivative works.

24. OWNERSHIP IN CUSTOM DELIVERABLES: Contractor warrants, represents and conveys full ownership, clear title free of all liens and encumbrances to any Custom Deliverable. Contractor conveys the ownership in Custom Deliverables as defined in this Attachment A to District. All intellectual property rights, title and interest in the Custom Deliverables shall transfer to District, subject to the following:

- a. Contractor has received payment for the Custom Deliverables,
- b. Each party will retain all rights to its Background IP, even if embedded in the Custom Deliverables.
- c. Custom Deliverables, excluding Contractor's Background IP may not be marketed or distributed without written approval by District.

Contractor shall grant to District a perpetual, irrevocable, royalty-free license to use Contractor's Background IP as defined above, solely for District and the State of Utah to use the Custom Deliverables.

25. LICENSE FOR GOODS: For the Goods delivered that include Contractor's scripts and code and are not considered Custom Deliverables, Contractor grants District a non-exclusive, non-transferable, revocable right during the Contract Period to access and use the Goods for District's internal business operation under this Contract, as more fully described in a statement of work or addendum hereto.

26. OWNERSHIP, PROTECTION, AND USE OF RECORDS: District shall own exclusive title to all information and data gathered by District, reports developed by District, and conclusions reached by District in performance of this Contract. Contractor may not use, except in meeting its obligations under this Contract, information gathered by District, reports developed by District, or conclusions reached by District in performance of this Contract without the express written consent of District.

27. OWNERSHIP, PROTECTION, AND USE OF DISTRICT DATA: District shall own and retain unlimited rights to use, disclose, or duplicate all District Data (copyrighted or otherwise). Contractor, and any Subcontractors under its control, expressly agrees not to use Non-Public District Data without prior written permission from District.

28. OWNERSHIP, PROTECTION, AND USE OF CONFIDENTIAL FEDERAL, UTAH, OR LOCAL GOVERNMENT INTERNAL BUSINESS PROCESSES AND PROCEDURES: In the event that District provides Contractor with confidential federal or state business processes, policies, procedures, or practices, pursuant to this Contract, Contractor shall hold such information in confidence, in accordance with applicable laws and industry standards of confidentiality, and not to copy, reproduce, sell, assign, license, market, transfer, or otherwise dispose of, give, or disclose such information to third parties or use such information for any purpose whatsoever other than the performance of this Contract. The improper use or disclosure by any party of protected internal federal or state business processes, policies, procedures, or practices is prohibited. Confidential federal or state business processes, policies, procedures, or practices shall not be divulged by Contractor or its Subcontractors, except for the performance of this Contract, unless prior written consent has been obtained in advance from District.

29. OWNERSHIP, PROTECTION, AND RETURN OF DOCUMENTS AND DATA UPON CONTRACT TERMINATION OR COMPLETION: All District Data required by this Contract will be the property of District and must be delivered to District within thirty (30) working days after termination or expiration of this Contract, and without restriction or limitation to their future use. Any District Data returned under this section must either be in the format as originally provided, in a format that is readily usable by District, or formatted in a way that it can be used. The costs for returning District Data to District are included in this Contract.

30. ORDERING AND INVOICING: A purchase order must be sent to the Contractor by District prior to any work being initiated, product shipped, or invoices cut under this contract. All orders will be shipped promptly in accordance with the delivery schedule. Contractor will promptly submit invoices (within 30 days after shipment or delivery of goods or services, with the exclusion of end of fiscal year invoicing) to the contact listed in the scope of work. The contract number on the Signature Page and purchase order number shall be listed on all invoices, freight tickets, and correspondence relating to an order under this Contract. The prices paid by District shall

not exceed prices listed in this Contract. District shall adjust or return any invoice reflecting incorrect pricing. Contractor must send all invoices no later than July 10, or the last working day prior, to the District for all work completed or items received during the District's fiscal year of July 1-June 30.

31. PAYMENT AND NOTICE:

- a. Payments will be made within thirty (30) days from the date a correct invoice is received. A correct invoice will contain the contract (if applicable) and purchase order numbers. An invoice to which tax has been added is not a correct invoice, as the District is tax-exempt. After sixty (60) days from the date a correct invoice is received by the appropriate District official, the Contractor may assess interest on overdue, undisputed account charges up to the interest rate paid by the IRS on refund claims, plus two percent, computed in accordance with Section 15-6-3, Utah Prompt Payment Act of Utah Code, as amended.
- b. The contract costs may be changed only by written amendment. All payments to Contractor will be remitted by mail, by electronic funds transfer, or by the District's purchasing card (major credit card). District will not pay electronic payment fees of any kind.
- c. Any written protest of the final contract payment must be filed with District within ten (10) working days of receipt of final payment. If no protest is received, District is released from all claims and all liability to Contractor for fees and costs pursuant to this Contract.
- d. Notice: Wherever one party is required to give formal notice to the other, such notice shall be deemed given upon receipt of electronic mail and email attachments. Notices shall be addressed as follows:
Contractor: District:
Email sent to Contact person at Contractor's named email address as indicated on signed Signature Page(s) of this Contract. Email: jbgardner@graniteschools.org or purchasing@graniteschools.org
- e. Overpayment: If during or subsequent to the contract performance, a District audit or a State of Utah audit determines that payments were incorrectly reported or paid by District, and then Contractor shall, upon written request, immediately refund to District any such overpayments. District may withhold any or all subsequent payments under this Contract until recoupment of overpayment is made.
- f. Payment withholding: Accurate reporting, record keeping, and compliance requirements specified in this Contract, are material elements of performance. If Contractor's record keeping practices, compliance, or reporting to District are not conducted in a timely and satisfactory manner, District may withhold part or all payments until such deficiencies have been remedied. This includes, but is not limited to, Contractor's failure to provide timely invoicing. If payment(s) are withheld, District will provide notice to Contractor of the deficiencies that must be corrected in order to bring about the release of withheld payment.

32. CONTRACTOR'S INSURANCE RESPONSIBILITY: The Contractor shall maintain the following insurance coverage:

- a. Workers' compensation insurance during the term of this Contract for all its employees and any Subcontractor employees related to this Contract. Workers' compensation insurance shall cover full liability under the workers' compensation laws of the jurisdiction in which the work is performed at the statutory limits required by said jurisdiction.
- b. Commercial general liability [CGL] insurance from an insurance company authorized to do business in the State of Utah. The limits of the CGL insurance policy will be no less than one million dollars (\$1,000,000.00) per person per occurrence and three million dollars (\$3,000,000.00) aggregate.
- c. Commercial automobile liability [CAL] insurance from an insurance company authorized to do business in the State of Utah. The CAL insurance policy must cover bodily injury and property damage liability and be applicable to all vehicles used in your performance of Services under this Agreement whether owned, non-owned, leased, or hired. The minimum liability limit must be \$1 million per occurrence, combined single limit. The CAL insurance policy is required if Contractor will use a vehicle in the performance of this Contract.
- d. Other insurance policies specified in the Solicitation.

Certificate of Insurance, showing up-to-date coverage, shall be on file with District before the Contract may commence. Failure to provide proof of insurance as required will be deemed a material breach of this Contract.

Contractor's failure to maintain this insurance requirement for the Contract Period will be grounds for immediate termination.

33. ADDITIONAL INSURANCE REQUIREMENTS:

- a. Professional liability insurance in the amount as described in the Solicitation for this Contract, if applicable.
- b. Any other insurance policies described or referenced in the Solicitation for this Contract.
- c. Any type of insurance or any increase of limits of liability not described in this Contract which the Contractor requires for its own protection or on account of any federal, Utah, or local statute, rule, or regulation shall be its own responsibility, and shall be provided at Contractor's own expense.
- d. The carrying of insurance required by this Contract shall not be interpreted as relieving the Contractor of any other responsibility or liability under this Contract or any applicable law, statute, rule, regulation, or order. Contractor must provide proof of the above listed policies within thirty (30) days of being awarded this Contract.

34. ASSIGNMENT/SUBCONTRACT: Contractor will not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Contract, in whole or in part, without the prior written approval of District.

35. TERMINATION: This Contract may be terminated for cause by either party upon written notice being given by the other party. The party in violation will be given fourteen calendar days, or as otherwise agreed upon in writing, after notification to correct and cease the violations, after which this Contract may be terminated for cause at any time. This Contract may also be terminated without cause (for convenience) by either party, upon sixty (60) calendar days written notice being given to the other party. The parties may agree

to terminate this Contract at any time by written agreement.

Contractor shall be compensated for the Services properly performed and goods properly provided pursuant to this Contract up to the effective date of termination as stated in the notice. Contractor agrees that in the event of termination for cause or without cause, Contractor's sole remedy and monetary recovery from District is limited to payment for all work properly performed as authorized under this Contract up to the date of termination, and any reasonable pro-rated monies that may be owed as a result of Contractor having to terminate other contracts necessarily and appropriately entered into by Contractor pursuant to this Contract, after receipt and verification of documented evidence of those terminated contracts.

- 36. TERMINATION UPON DEFAULT:** In the event this Contract is terminated for default by Contractor, District may procure Goods, Custom Deliverables, or Services similar to those terminated.
- 37. SUSPENSION OF WORK:** District may suspend Contractor's responsibilities under this Contract without terminating this Contract by issuing a written notice. Contractor's responsibilities may then be reinstated upon written notice from District.
- 38. DEFAULT AND REMEDIES:** Any of the following events will constitute cause for District to declare Contractor in default of this Contract for nonperformance of contractual requirements or a material breach of any term or condition of this Contract. District will issue a written notice of default and may provide a fourteen (14) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains, after Contractor has been provided the opportunity to cure, District may (a) terminate this Contract and any related contracts or portions thereof; (b) suspend or debar Contractor from receiving future solicitations; or (c) demand a full refund of any fees paid by District for the Goods, Custom Deliverables, or Services furnished by Contractor that are defective or Services that were inadequately performed, subject to limitations set forth in Section 13 above.
- 39. FORCE MAJEURE:** Neither party to this Contract will be held responsible for delay or default caused by fire, riot, acts of God, or war which is beyond that party's reasonable control. District may immediately terminate this Contract after determining such delay will reasonably prevent successful performance of this Contract.
- 40. CONFLICT OF TERMS:** Contractor terms and conditions must be attached to this Contract. No other terms and conditions will apply to this Contract, including terms listed or referenced on a Contractor's website, quotation/sales order, purchase orders, or invoice. In the event of any conflict in the contract terms and conditions, the order of precedence is: (a) This Attachment A; (b) Attachment B: Utah Student Data Privacy Agreement, if applicable; (c) District's Contract Signature Page(s); (d) District's Additional Terms and Conditions, if any; and (e) Contractor Terms and Conditions, if any. Attachment A will be given precedence over any provisions including, limitation of liability, indemnification, standard of care, insurance, or warranty, and will not be nullified by or exception created by more specific terms elsewhere in this Contract.
- 41. SURVIVORSHIP:** The contractual provisions that will remain in effect after expiration or termination of this Contract are: (a) Contract Jurisdiction, Choice of Law, and Venue; (b) Secure Protection and Handling of District Data; (c) Data Breach Responsibilities; (d) Ownership in Custom Deliverables; (e) Ownership, Protection, and Use of Records, including Residuals of such records; and (f) Ownership, Protection, and Use of Confidential Federal, Utah, or Local Government Internal Business Processes, including residuals of such confidential business processes; (g) Ownership, Protection, and Return of Documents and Data Upon Contract Termination or Completion; (h) Confidentiality; (i) Conflict of Terms; and (j) any other terms that by their nature would survive the expiration, completion, or termination of this contract (e.g., Contractor's ownership in and to the Goods and Services).
- 42. RELEVANT STATE AND FEDERAL LAWS**
- a. **Conflict of Interest with District Employees:** Contractor shall comply and cooperate in good faith with all conflict of interest and ethic laws, including Section 63G-6a-2404, Utah Procurement Code, as amended.
 - b. **Procurement Ethics:** Contractor understands that a person who is interested in any way in the sale of any supplies, services, products, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan, or reward, or any promise thereof to any person acting as a procurement officer on behalf of the District, or who in any official capacity participates in the procurement of such supplies, services, products, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization (63G-6a-2304.5, Utah Procurement Code, as amended).
 - c. **Employment Practices:** Contractor shall abide by the following employment laws: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90 which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities.
 - d. **Compliance with Accessibility Standards:** Contractor shall comply with the Accessibility Standards of Section 508 Amendment to the Rehabilitation Act of 1973 and standards approved by the Office of Civil Rights, a division of the Department of Education and Utah State Board of Education rules. Contractor shall comply with Utah Administrative Code R895 which states that contractors developing new websites or applications for the District are required to meet federal accessibility guidelines subject to rule R895 and correct any items that do not meet these guidelines at no cost to the agency. In addition, Contractor shall comply with any applicable state and/or federal laws.

43. RIGHT TO MONITOR PERFORMANCE AND AUDIT

- a. **Audit:** Contractor shall, upon written notification permit District, or a third party designated by District, to perform an assessment, audit, examination, or review of all of Contractor's sites and environments - including physical, technical, and virtual sites and environments - in order to confirm Contractor's compliance with this Contract; associated scopes of work; and applicable laws, regulations, and industry standards. Contractor shall fully cooperate with such assessment by providing access to knowledgeable personnel; physical premises; records; technical and physical infrastructures; and any other person, place, or object which may assist District or its designee in completing such assessment. Upon request, Contractor shall provide the results of any audit

performed by or on behalf of Contractor that would assist District or its designee in confirming Contractor's compliance with this Contract; associated scopes of work; and applicable laws, regulations, and industry standards.

- b. **Monitor Performance:** District reserves the right to monitor Contractor's performance, perform plan checks, plan reviews, other reviews, and/or comment upon the Services of Contractor. This includes Contractor's Subcontractors, if any. Results of any evaluation may be made available to the Contractor upon Contractor's request.
- 44. TIME IS OF THE ESSENCE:** The Services shall be completed and Goods and Custom Deliverables delivered by any applicable deadline stated in this Contract. Time is of the essence.
- 45. STANDARD OF CARE:** For Services of Contractor which require licenses and certifications, such Services shall be performed in accordance with the standard of care exercised by licensed members of their respective professions having substantial experience providing similar services which similarities include the type, magnitude, and complexity of the Services that are the subject of this Contract.
- 46. STUDENT DATA PRIVACY:** If applicable, Attachment B: Utah Standard Student Data Privacy Agreement is to be attached and made part of this contract.
- 47. PUBLIC CONTRACT BOYCOTT RESTRICTIONS:** In accordance with Utah Code 63G-27-102, Contractor certifies that it is not currently engaged in an "economic boycott" nor a "boycott of the State of Israel" as those terms are defined in that Code section. Contractor also agrees not to engage in either boycott for the duration of this contract. If Contractor does engage in such a boycott, it shall immediately provide written notification to the public entity party to this contract.

Revised 05/01/2023

Attachment B



REQUEST FOR PROPOSAL Online Ticketing and School Athletic Webpage Service Solicitation #: JG23-42

PURPOSE OF REQUEST FOR PROPOSAL (RFP)

The purpose of this Request for Proposal is to seek sealed offerors from qualified firm(s) to provide online ticket access control solution with a proven record of providing ticketing services to a variety of departments/schools, including but not limited to sporting venues, performing arts venues, and various Student activity groups and to provide school athletic webpage services. It is anticipated the District will award a contract to a single service provider with a solution that can support current and future District-wide ticketing needs.

This RFP is designed to provide interested offerors with sufficient basic information to submit proposals meeting minimum requirements but is not intended to limit a proposal's content or exclude any relevant or essential data. Offerors are at liberty and are encouraged to expand upon the specifications to demonstrate service capability under any agreement.

Granite School District (GSD) will not be liable for any costs proposers may incur in the preparation or presentation of this proposal.

EDPAC COOPERATIVE CONTRACT

This solicitation is being executed by the Granite School District on behalf of EdPAC (Utah State Education Purchasing Advisory Committee) Cooperative Purchasing Organization and is acting as lead district. We would like to establish a cooperative annual contract for online ticketing and school athletic webpage services for the cooperative members. It shall be understood that only the districts listed Exhibit "A" shall be eligible to utilize the services resulting contract; however, it does not obligate them to make any purchases under the resultant contract. To participate in any resultant contract, a school district must have entered into a "Participating Addendum" which is Exhibit "A" of the bid as required by Utah State Procurement Code 63G-6a-2105.

GRANITE SCHOOL DISTRICT BACKGROUND

GSD has been using Hometown Ticketing for online ticketing services and VNN for its' high school athletic webpages. EdPAC school districts will likely be using other contractors.

ISSUING OFFICE AND RFP REFERENCE NUMBER

Granite School District's Department of Purchasing is the issuing office for this document and all subsequent addenda relating to it. The reference number for the transaction is Solicitation # JG23-42.

This number must be referred to on all proposals, correspondence, and documentation relating to the RFP.

NOTICE: Wherever the term bid, bidder, bidding or quote appears in this solicitation or reference is made to a bid, bidder, bidding, or quote, it shall be interpreted to mean offeror, as defined in 63G-6a-103(30), RFP, or Request for Proposals, as defined in 63G-6a-103(38) and the procurement shall be conducted subject to the provisions of 63G-6a-701-711

LENGTH OF CONTRACT

The Contract resulting from this RFP will be for a period of one (1) year. The contract may be extended beyond the original contract period year-to-year for up to four (4) additional years at the school district’s discretion and by mutual agreement.

The District reserves the right to review contract(s) on a regular basis regarding performance and cost analysis and may negotiate price and service elements during the term of the contract.

STANDARD CONTRACT TERMS AND CONDITIONS

Any contract resulting from this RFP will include but not be limited to the District’s Standard Terms and Conditions (see Attachment A). Exceptions and or additions to the District’s Standard Terms and Conditions are strongly discouraged.

Exceptions and additions to the Standard Terms and Conditions must be submitted with the proposal response. Exceptions, additions, service level agreements, etc. submitted after the date and time for receipt of proposals will not be considered. Website URLs, or information on website URLs must not be requested in the RFP document and must not be submitted with a proposal. URLs provided with a proposal may result in that proposal being rejected as non-responsive. URLs are also prohibited from any language included in the final contract document.

The District retains the right to refuse to negotiate on exceptions should the exceptions be excessive, not in the best interest of the District, negotiations could result in excessive costs to the state, or could adversely impact existing time constraints.

If negotiations are required, contractor must provide all documents in MS Word format for redline editing. Contractor must provide the name, contact information, and access to the person(s) that will be directly involved in legal negotiations.

PRICE GUARANTEE PERIOD

All pricing must be guaranteed for the initial term of the contract. Following the guarantee period, any request for price adjustment must be for an equal guarantee period and must be made at least 60 days prior to the effective date. Requests for price adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the contract will not be effective unless approved by the Director of Purchasing. Granite School District will be given the immediate benefit of any decrease in the market, or allowable discount.

ANTICIPATED TIMELINE

Publication of Request for Proposals..... 05/24/2023

Deadline for Questions	06/05/2023
Deadline for Submission of Proposals	06/14/2023
Analysis of Proposals.....	06/14/2023 – 07/03/2023
Contract Awarded.....	07/11/2023
Contract Finalized	07/15/2023
Initial Contract Term	07/15/2023 – 06/30/2024

DETAILED SCOPE OF WORK

Below is a detailed description of the work to be performed by the company.

Online Ticketing

1. Provide an Online Ticketing System for Granite School District. The system must be in current operation with other customers. The district will not accept a custom development proposal.
2. Provide a safe & secure gateway for payments online or in person at the site.
3. Provide seating charts for each location that are customizable
4. Provide customizable detailed reports for tickets sold - Including time stamp reports for gate sales.
5. Provide an easy-to-use program for both end-users as well as school staff
6. Provide training for staff and administration
7. Allow for different roles to be performed by different users with different authorizations. i.e.... Cashiers can print tickets and perform group sales, box office people can see coupon codes and other functions necessary to their job.
8. Coupon Codes are possible for students.
9. System has proper backup to not crash during the evening of an event.
10. Ticket Printing Option
11. Provide ACH payouts from credit card sales to various district checking accounts (based on school who initiated the sale) and detailed reports for each payout that allow for posting to the District accounting system.

School Athletic Webpage Services

1. Develop a user-friendly and visually appealing website for the school athletics department.
2. Improve communication channels between the athletics department, coaches, students, parents, and the community.
3. Provide up-to-date information on schedules, scores, news, and events related to school athletics.
4. Enhance the online registration and sign-up process for student-athletes.
5. Enable online ticket sales for games and events.

6. Optimize the website for mobile devices and ensure compatibility across different browsers.

PROPOSAL RESPONSE FORMAT

All proposals must include a technical proposal and cost proposal. Formats for both documents follow:

A. Technical Proposal Format – Worth 350 Points

Executive Summary. The one- or two-page executive summary is to briefly describe the offeror's proposal. This summary should highlight the major features of the proposal. It must indicate any requirements that cannot be met by the offeror. The reader should be able to determine the essence of the proposal by reading the executive summary. Protected information requests should be identified in this section.

Detailed Response. This section should constitute the major portion of the proposal and must contain at least the following information:

Online Ticketing

Financial/Security – Worth 110 points

1. Provide a copy of your Certificate of Compliance with PCI Data Security Standards or Equivalent.
2. What is your current gateway processor and is it compatible with Wells Fargo and US Bank?
3. What is your current payment processor? Explain.
4. Do you have a process for background checks for your employees and how often is it updated? Explain.
5. Do you have an internal audit function? If so, what are the internal audit processes? Does the Internal Audit Director report to a Board of Directors?
6. What are your external auditing processes? Explain.
7. Provide a copy of your most recent IT audit. Explain.
8. Provide a copy of your user agreement and explain in detail.
9. Do you have to have a registered account, or can you have a guest log-in? Explain.
10. Explain the process of refunding monies to customers.
11. Is your data center N+1 or better? Explain.
12. Do you follow ITIL Processes? Explain.
13. What encryption methods are used? Explain.
14. How are encryption keys stored? Explain.
15. Provide a copy of your posted privacy statement. Explain.
16. Are you in compliance with Payment Application Best Practice? Please list name of application and validation date.
17. Is your payment processing real-time? Explain.
18. Provide a list of all credit/debit cards accepted for payment.

19. What information is saved in the database? Explain.
20. How are purchases handled at the box office via check/cash and how are the fees paid to your company in these cases? Explain.
21. Has your program ever experienced a breach of security/information? If so, please explain what happened and what measures have been taken to prevent incident again.
22. How often do payouts for credit card transactions occur? Can the schedule for payouts be customized?

Reports – Worth 30 points

1. Will designated school administrative staff be able to modify report layouts based on their needs? Explain.
2. List reports available with explanation of each report and how they are customizable. In particular, are reports available in a batch format that would allow a school to see only the transactions that were part of a specific batch or ACH payout credited to their checking account?
3. Are reports available in multiple export formats (i.e., Excel, PDF, etc.)? Explain.
4. Are your reports available by venue and location? Explain.
5. Can you customize your reports to match what we require? Explain
6. Is there a cost to customize the reports? Explain

Ease/Usability – Worth 25 points

1. Are your online purchase screens friendly, intuitive, and easy to learn? Explain.
2. How many steps does it take a patron to make a purchase of tickets? Explain
3. Explain your step-by-step method for setting up a venue and ticket offerings with multiple ticket levels.
4. What kind of "Help" Menus are built into the system? Explain.
5. Will technical support be 100% in-house, no outsourcing? Explain.

Sales – Worth 25 Points

1. Explain your confirmation screen prior to purchases being finalized in your program.
2. How are comp tickets reported and controlled? Are charges processed against comp tickets? Explain.
3. Please address whether your system can be used when the event is free and whether there are fees paid by the school.
4. Schools would like to be able to use an online system for dance tickets but need to accommodate students on fee waiver. If we had the ability to load the student numbers as the coupon code and set the fee waivable students to zero, we think this could work. We would need to export the fee waiver list of those that purchased tickets so we could import the fee waivers. The list of all students that purchased tickets could be provided at the door and the students would need to show ID to get into the dance. Please describe your ability to accomplish this need.

5. Can your system utilize QR Codes to purchase tickets?

Administrative – Worth 40 points

1. Are your administrative screens friendly, intuitive, and easy to learn? Explain.
2. Explain how your e-tickets are customizable.
3. How are seating maps prepared and updated? Explain.
4. Does your program have the ability to override pricing/seating at the physical box office? Explain.
5. Does each school have the ability to designate their own organization chart with multiple levels of access? Explain.
6. Do you give access to the lists of email addresses for each venue and for what time period? Explain.
7. Will each school have access to their own database only? Explain.
8. Explain how you would customize the tickets?

Training – Worth 25 points

1. Describe your training procedures, initial and future.
2. Is training provided on a no cost basis? Explain.
3. Is training done in person, online or over the phone? Explain.
4. Are operating manuals and/or reference materials available for District use? Explain.
5. How are system updates handled with the school administrative staff? Explain.

Installation/Implementation Plan – Worth 10 points

1. Explain how each school would implement and use the program.
2. Explain a typical installation for a specific site and what is the implementation time period?

General – Worth 25 points

1. What additional equipment will be provided (i.e., ticket printer, barcode scanner, ticket paper, etc.)? Is there a cost for these items? Explain.
2. Describe how your system allows access to records from previous years and how long are they retained? Explain
3. Explain your company's competitive advantage as to why your program would be the best option for the District.
4. Explain how your company handles issues. How long does it take for someone to return phone calls on problems? Explain the help process.
5. Do we manage the program ourselves, or is this an option?

School Athletic Webpage Services

General – Worth 50 points

1. Compatibility with major web browsers (Chrome, Firefox, Safari, Internet Explorer, etc.).
2. Mobile responsiveness and compatibility with different devices (phones, tablets,

- etc.).
3. Compliance with web accessibility standards (WCAG 2.1) to ensure inclusivity.
 4. Integration with social media platforms (Facebook, Twitter, Instagram, etc.).
 5. Implementation of search engine optimization (SEO) best practices.
 6. Scalability to accommodate future growth and additional features.
 7. Integrated with ArbiterSports
 8. Integration of online ticketing
 9. Ability to allow for away game ticket sales
 10. Implementation timeline necessary to standup a school's athletic website

Appendix Information and Forms

Attach the completed forms:

Pass Fail Form – Mandatory Minimum Requirements.

Company References & Past Performance Form – **Worth 10 Points**

Company Representatives and Contact Information Form

Protected Information. All protected information must be included in this section of proposal response. Do not incorporate protected information throughout the proposal. Rather, provide a reference in the proposal response directing reader to the specific area of this Protected Information section.

The Government Records Access and Management Act (GRAMA), Utah Code Ann., Subsection 63-2-304, provides in part that:

the following records are protected if properly classified by a government entity:

- (1) *trade secrets as defined in Section 13-24-2 if the person submitting the trade secret has provided the governmental entity with the information specified in Section 63-2-308 (Business Confidentiality Claims);*
- (2) *commercial information or non-individual financial information obtained from a person if:*
 - (a) *disclosure of the information could reasonably be expected to result in unfair competitive injury to the person submitting the information or would impair the ability of the governmental entity to obtain necessary information in the future;*
 - (b) *the person submitting the information has a greater interest in prohibiting access than the public in obtaining access; and*
 - (c) *the person submitting the information has provided the governmental entity with the information specified in Section 63-2-308;*

* * * * *

2. (6) *records the disclosure of which would impair governmental procurement proceedings or give an unfair advantage to any person proposing to enter into a contract or agreement with a governmental*

entity, except that this Subsection (6) does not restrict the right of a person to see bids submitted to or by a governmental entity after bidding has closed;

GRAMA provides that trade secrets, commercial information or non-individual financial information may be protected by submitting a Claim of Business Confidentiality.

To protect information under a Claim of Business Confidentiality, the offeror must: provide a written Claim of Business Confidentiality *at the time the information (proposal) is provided to the district* and include a concise statement of reasons supporting the claim of business confidentiality (Subsection 63-2-308(1)).

If you submit a proposal containing confidential information you must submit an electronic “redacted” (excluding protected information) copy of your proposal response. Copy must clearly be marked “Redacted Version.”

A Claim of Business Confidentiality may be appropriate for information such as client lists and non-public financial statements. Pricing and service elements may not be protected. An entire proposal may not be protected under a Claim of Business Confidentiality. The claim of business confidentiality must be submitted with your proposal on the form which may be accessed at:

<http://purchasing.utah.gov/wp-content/uploads/confidentialityclaimform.doc>

An entire proposal cannot be identified as “PROTECTED”, “CONFIDENTIAL” or “PROPRIETARY” and may be considered non-responsive if marked as such.

To ensure the information is protected, you must include all protected information in Tab 4 of the proposal response. Any protected information incorporated in other sections of the proposal response may result in release of data at no fault of the District.

All materials submitted become the property of Granite School District. Materials may be evaluated by anyone designated by the District as part of the proposal evaluation committee. Materials submitted may be returned only at the District’s option.

B. Cost Proposal Format – Worth 160 Points

The proposal must be set forth in such a way that it will allow the merits of the proposal to be evaluated in conjunction with applicable cost.

- Any other reasonable factors which will provide the best possible coverage and service

SUBMITTING YOUR PROPOSAL

Proposals must be received by the posted due date and time. Proposals received after the deadline will be late and ineligible for consideration.

Proposals must be received electronically through Utah Public Procurement Place (“U3P” or SciQuest) and will only be submitted electronically.

All submitted proposals will consist of a technical proposal and a cost proposal. For the electronic proposal submission you should attach two separate documents in U3P, a document titled “Technical

Proposal” and a document titled “Cost Proposal”.

Cost will be evaluated independent from the technical proposal, and as such, is to be submitted separate from the technical proposal. Failure to submit cost separately may result in your proposal being determined non-responsive. Inclusion of any cost or pricing data within the technical proposal may also result in your proposal being determined non-responsive.

When submitting a proposal electronically through U3P, please allow sufficient time to complete the online forms and upload documents. The solicitation will end at the closing time listed in the RFP. If you are in the middle of uploading your proposal at the closing time, the system will stop the process and your proposal will not be received by the system.

Electronic proposals may require uploading of electronic attachments. U3P’s site will accept a wide variety of document types as attachments. However, the District is unable to view certain documents. Therefore, you **MAY NOT submit** documents that are **embedded (zip files), movies, wmp, and mp3 files**. All documents must be attached as separate files.

NOTICE: By submitting a proposal in response to this RFP, offeror is acknowledging that the requirements, scope of work, and the evaluation process, outlined in the RFP are fair, equitable, not unduly restrictive, understood and agreed to. Any exceptions to the content of the RFP must be protested to the purchasing agent prior to the closing date and time for submission of the proposal.

PROPOSAL EVALUATION CRITERIA

A committee will evaluate proposals against the following weighted criteria. Each area of the evaluation criteria must be addressed in detail in proposal. All proposals in response to this RFP will be evaluated in a manner consistent with the Utah Procurement Code, rules, policies and the evaluation criteria established in the RFP.

The process of award will be by committee. The committee will base their evaluation on the criteria listed below and then applying the score based on the weighted value of each criterion defined.

Scoring shall be 0-5

- 0= Failure, no response
- 1= Poor, inadequate, fails to meet requirement
- 2= Fair, only partially responsive
- 3= Average, meets minimum requirements
- 4= Above average, exceeds minimum requirements
- 5= Superior

Scoring Weight

Technical Proposal	350 Points	70%
Cost Proposal	150 Points	30%

Understandability and comprehensiveness of information supplied in this RFP will affect the evaluation of the above criteria.

Stage One – Company must answer Agree or “Yes” to each criteria of the minimum Pass/Fail criteria to move forward to the next stage of the RFP (see attached). This is the prequalification stage. The District, at its sole discretion, shall determine the successful offeror(s) based on the scoring results

from pre-established evaluation criterion. Award of this RFP will be based on most advantageous pricing and responsiveness to the solicitation. Considerations may include factors such as; local presence, experience, performance ratings, past performance issues, inspection, testing, quality, workmanship, references, time and manner of delivery, delivery charges, cash payment term discounts, financial stability, suitability for purpose, location of offeror's warehouse, and other relevant factors to reduce overall expenses to the District and/or increase levels of service. The District reserves the right to waive any irregularities and informalities or to reject any or all offers submitted to the District. The District reserves the right to make award(s) deemed to provide best value to the District.

Stage Two - All technical offers meeting minimum Pass/Fail criteria shall be evaluated according to pre-established weighted criteria. Technical offers will be deemed to be either "acceptable", "potentially acceptable", or "unacceptable". "Unacceptable" offers shall receive no additional consideration. Offerors of "potentially acceptable" Proposals may be required to provide additional information as requested. Only company(s) providing "acceptable" technical offers shall be considered for possible advancement to further stages. Evaluation shall be by individual rating/scoring or by group consensus or another method as deemed in the District's best interests. You must score a minimum of 65% of the points possible to advance to the next stage of the process, which may be a formal presentation. If the next stage is formal presentations, you must score a minimum of 65% of the points possible from the formal presentations to advance to Stage Three.

Stage Three - Only those companies that have advanced to stage three (3) will have their pricing evaluated. The Cost Score Calculation Formula to be used is: $\text{Cost Points} \times (2 - \text{Proposed Cost} / \text{Lowest Proposed Cost})$.

DISCUSSIONS WITH OFFERORS (ORAL PRESENTATION)

An oral presentation by an offeror to clarify a proposal may be required at the sole discretion of the District. However, the District may award a contract based on the initial proposals received without discussion with the Offeror. If oral presentations are required, they will be scheduled after the submission of proposals. Oral presentations will be made at the offerors expense.

BEST AND FINAL OFFERS

Vendors should offer their best offer in the original technical and cost proposals. The use of a Best and Final Offer process is regulated by Utah Code 63G-6a-707.5 and will only be used if:

- a. No single proposal addresses all the specifications stated in the RFP
- b. All or a significant number of the proposals are ambiguous on a material point and the evaluation committee requires further clarification to conduct a fair evaluation of proposals
- c. The evaluation committee needs additional information from all offerors to complete the evaluation of proposals
- d. The differences between proposals in one or more material aspects are too slight to allow the evaluation committee to distinguish between proposals
- e. All cost proposals are too high or over budget; or
- f. Another reason exists supporting a request for best and final offers.

AWARD OF CONTRACT

Award shall be made to the offeror whose proposal is the most advantageous to the District taking into consideration price and the other evaluation factors set forth in this request for proposals.

The District reserves the right to award the contract(s) to a technically qualified lower cost offeror(s) in the event the high scoring offer is determined to not be the best value offered to the District, based on a cost benefit analysis.

APPENDIX INFORMATION & FORMS

Pass Fail Form – Mandatory Minimum Requirements.

Company Information & History Form

Company References & Past Performance Form

Company Representatives and Contact Information Form

Cost Proposal Form

Attachment C



PlayOn! Sports Response to Granite School District

RFP JG23-42: Technical Proposal

Online Ticketing and School Webpage Services

June 16, 2023

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Executive Summary

June 16, 2023

Granite School District Department of Purchasing

Subject: Solicitation #JG23-42: Request for Proposal for Online Ticketing and School Athletic Webpage Service

2080 Media, Inc. DBA PlayOn! Sports is pleased to respond to your request for proposal for an online ticketing and school athletic webpage service. We have reviewed the RFP in detail and are confident that we can meet all requirements and exceed your expectations with our GoFan digital ticketing solution and VNN athletic websites. We are eager to demonstrate our qualifications to provide innovative technology and exceptional service to support schools throughout Granite School District.

PlayOn! Sports is the best option for the District because we have united the leading providers in digital ticketing and athletic websites as one company. GoFan and VNN are not partners – we are one service provider with a comprehensive solution to support your current and future needs. By working with us, the District will receive a unified solution for ticketing and athletic websites, dedicated and personalized support, and longstanding stability with our technology and service. Our key differentiators are:

Complete Solution for Schools

Schools get a single platform for their website, schedules, ticketing, and communications. We provide a full integration package with all major school vendors.

Best Fan Experience

Fans are already used to visiting their school's VNN website – why would schools send them anywhere else? With VNN and GoFan, Granite schools can direct fans to one place for athletic events, communications, and tickets.

Enhanced Ticketing Capabilities

With the combined company and platform, schools can:

- Get automatic schedule imports.
- Display ticketing links for home and away games on their athletic websites.
- Allow fans to buy tickets from their website, on the app, or at the gate.
- Save time with fully integrated digital ticketing setup.
- Manage fundraising and concessions along with events.
- Validate tickets with or without scanning, depending on preference.
- Provide a consistent experience throughout the regular season and postseason, as GoFan is the official digital ticketing partner of the UHSAA.

Significant Savings for Schools and Communities

Schools that switch to GoFan for digital ticketing can achieve significant savings for their communities with reduced service fees. Based on the current service fees for a \$5 ticket, GoFan charges 33% less than competitors. GoFan also covers all credit card fees, chargebacks, and refunds on behalf of schools.

Trusted and Prominent Solution

Our combined company brings together the most trusted and established brands in the school event space. VNN is familiar to school staff and widely used throughout the District, the state of Utah, and the nation. GoFan is the leading digital ticketing provider for schools, partnering with the UHSAA and 39 other state associations and supporting over 500,000 events each year.

Fastest and Easiest Implementation

Since schools in the District already use VNN, they won't need to worry about any service disruptions or teaching fans a new process to discover events. They also won't need to train employees on the use of VNN or spend time deploying new websites. Schools can be fully implemented with GoFan digital ticketing in just two business days. Our exclusive integration with VNN and GoFan goes live in the fall, and schools will automatically have access to the new and enhanced capabilities of the combined platform.

Most Secure Platform

GoFan operates with the most stringent level of certification available in the payments industry. GoFan and Stripe have been audited by an independent PCI Qualified Security Assessor and are both certified as a PCI Level 1 Service Provider.

We have reviewed the submission requirements in detail and confirm the following:

Standard Contract Terms and Conditions

We have reviewed the District's Standard Terms and Conditions and have submitted minor exceptions for the consideration of the District. PlayOn will gladly discuss and consider any concerns the District may have during negotiations as we progress in the procurement process. Lesley Wainwright will be the person directly involved in legal negotiations:

Lesley Wainwright
Chief Legal Officer
PlayOn! Sports
lesley.wainwright@playonsports.com

Insurance

Provided are materials that detail the insurance coverage maintained by Contractor and its corporate affiliates. If sufficient, the parties will reflect this coverage in the final contract. We would be glad to discuss coverage adjustments during negotiations.

Protected Information

We acknowledge the requirements for submitting protected information and confirm that we have not included any protected information in our proposal.

PlayOn fully understands the scope of services and will draw from our extensive experience serving schools in Utah, along with other large districts throughout the country. We appreciate the opportunity to partner with Granite School District and serve your member schools.

Best Regards,

Jayson Jones
VP of Sales & Partnerships, PlayOn! Sports

Detailed Response

Online Ticketing

Financial/Security

1. Provide a copy of your Certificate of Compliance with PCI Data Security Standards or Equivalent.

We have provided a copy of our PCI Data Security Standard Attestation of Compliance for Onsite Assessments – Merchants as a supporting document.

2. What is your current gateway processor and is it compatible with Wells Fargo and US Bank?

We utilize Stripe for customer payment processing and ACH for outgoing payments.

3. What is your current payment processor? Explain.

GoFan utilizes Stripe, a recognized payment processing industry leader, to handle all financial transactions passing through the platform. GoFan does not store any payment information resulting from the ticket purchase.

Unlike other ticketing providers, the GoFan team manages Stripe accounts on behalf of schools. With GoFan, athletic directors and event staff don't need to do any administrative work associated with Stripe, which saves valuable time.

GoFan operates with the most stringent level of certification available in the payments industry. GoFan and Stripe have been audited by an independent PCI Qualified Security Assessor and are both certified as a PCI Level 1 Service Provider.



4. Do you have a process for background checks for your employees and how often is it updated? Explain.

Yes. Once a candidate signs an offer letter, the PlayOn HR team sends a link from Checkr to start a background check. The background check must be complete before new employees start work. Background checks include county criminal search, national criminal search, sex offender search, SSN trace, and global watchlist search. PlayOn reviews and updates policies frequently to ensure alignment with company objectives.

For clarity, Contractor is not providing services, nor will Contractor personnel interact with students, on location at any District school site or facility. Clarification for Contractor's response to question 1.11 in the Utah Public Procurement Place portal: The goods and services offered by Contractor are not produced, mined, grown or manufactured in Utah. However, certain sales and support services may be performed in Utah.

5. Do you have an internal audit function? If so, what are the internal audit processes? Does the Internal Audit Director report to a Board of Directors?

We do not have an internal audit function.

6. What are your external auditing processes? Explain.

We adhere to all external audit requirements.

7. Provide a copy of your most recent IT audit. Explain.

We do not distribute audit reports due to the sensitive nature of this documentation. Zach Grieshop, Chief Information Security Officer, would be glad to discuss on a call as needed. We are PCI compliant, the review of which was completed by an independent Qualified Security Assessor.

8. Provide a copy of your user agreement and explain in detail.

We have provided a copy of the VNN and GoFan Terms of Use as supporting documents.

9. Do you have to have a registered account, or can you have a guest log-in? Explain.

All school users must have a registered account in GoFan HQ to access the platform. Fan users have the option to purchase tickets as guests rather than creating accounts.

10. Explain the process of refunding monies to customers.

GoFan processes millions of transactions each month and directly manages the handling of refund requests to ensure we protect our mutual best interests. GoFan fully refunds the ticket price and fees rather than passing these costs to schools.

11. Is your data center N+1 or better? Explain.

Yes, our data center meets these requirements.

12. Do you follow ITIL Processes? Explain.

Yes, we follow ITIL processes.

13. What encryption methods are used? Explain.

We use TLS 1.3 for encryption in flight and various technologies such as EBS and RDS encryption using AES256 for protection of data at rest.

14. How are encryption keys stored? Explain.

We do not disclose this information due to the sensitive nature.

15. Provide a copy of your posted privacy statement. Explain.

We have provided a copy of the VNN and GoFan Privacy Policies as supporting documents.

16. Are you in compliance with Payment Application Best Practice? Please list name of application and validation date.

GoFan and Stripe have been audited by an independent PCI Qualified Security Assessor and are both certified as a PCI Level 1 Service Provider. We have provided a copy of our attestation from September 2022.

17. Is your payment processing real-time? Explain.

The GoFan platform supports real-time payment processing with Stripe for online and onsite purchases. Fans can buy tickets online via mobile app or browser. Schools also have the option to process payments onsite with card readers via GoFan Box Office. In either scenario, all major credit and debit cards are accepted, along with Apple Pay and Google Pay.

18. Provide a list of all credit/debit cards accepted for payment.

All major credit and debit cards are accepted, including Visa, MasterCard, American Express, and Discover. Apple Pay and Google Pay are also accepted.

19. What information is saved in the database? Explain.

Public information is stored in the database, such as game time, date, and location.

20. How are purchases handled at the box office via check/cash and how are the fees paid to your company in these cases? Explain.

We strongly encourage schools to provide diverse digital payment options to fans for the most secure and efficient event experience. Clear communication leading up to the event can encourage pre-event ticket sales and ensure there are no surprises at the gate. Walkup fans can complete the self-checkout process on a mobile device by scanning a QR code sign and entering their payment information.

With GoFan Box Office, schools can process onsite payments for walkup fans with card readers. Many schools are able to eliminate cash or dramatically reduce cash payments by offering the option for fans to pay with a credit or debit card directly. All major credit cards are accepted, along with Apple Pay and Google Pay.

With that being said, we understand that some schools may want to accept cash payments in certain cases. Granite schools can go at their own pace when implementing digital payments to determine what works best for their staff and communities. Most schools choose to reconcile what cash they do collect via their ordinary processes. We would also be glad to discuss the use of paper tickets to account for cash sales upon request. We would also be glad to discuss options to track cash sales with GoFan Box Office.

21. Has your program ever experienced a breach of security/information? If so, please explain what happened and what measures have been taken to prevent incident again.

No, we have never experienced a breach of security/information.

22. How often do payouts for credit card transactions occur? Can the schedule for payouts be customized?

GoFan provides weekly, automated payments of all ticket sales revenue to the provided client bank account. Clients will receive one common payment statement and one deposit per week that includes events on a calendar payment cycle and events on an event payment cycle. Clients can customize payments by choosing calendar-based or event-based options, but the weekly schedule for payouts is standard. We would be glad to discuss schedule customizations upon request.

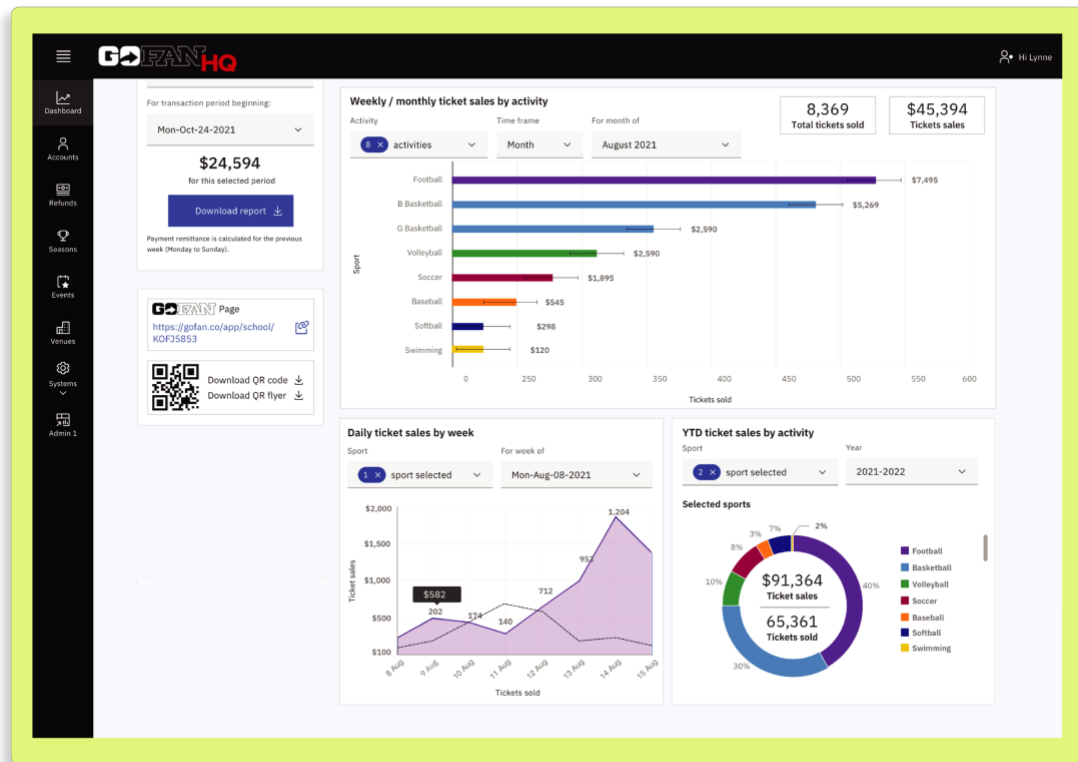
The GoFan Calendar-Based payment is calculated for all the live payments and refund transactions processed for the previous week for the school's account, Monday through Sunday. Some of the payments may be presales for future events. Some events may receive multiple payments before the event closes due to the presales.

The GoFan Event-Based payment is calculated for all the closed events for the school's account for the previous week, Monday through Sunday. Please note that this option should not be selected for booster club organizations needing frequent payments or events with long periods, such as season passes and Homecoming/Prom dance events.

Reports

1. Will designated school administrative staff be able to modify report layouts based on their needs? Explain.

GoFan HQ has robust reporting capabilities and a modern user experience with intuitive layouts. We would be glad to discuss specific reporting customizations upon request.



2. List reports available with explanation of each report and how they are customizable. In particular, are reports available in a batch format that would allow a school to see only the transactions that were part of a specific batch or ACH payout credited to their checking account?

We publish payment statements that provide a breakdown of each payout by event/season and match the amount to the cent. These reports are both emailed and available on-demand via the GoFan HQ portal for authorized school staff. In addition, we publish event/season summary reports the day after an event/season ends that provide a breakdown of tickets sold by ticket type and channel (online vs. Box Office).

In the Financial Hub, authorized users can:

- Download payment statements and associated data.
- Download event payment history and associated event summary reports.
- Submit fan refund requests via GoFan HQ.
- Modify payment settings, including payment source, payment cycle, and tax information.

The screenshot displays the GoFan Financial Hub interface for Huddle High School, accessed by user Hi Allison. The interface is divided into several sections:

- Payment source:** A dropdown menu is set to "ACH". A note explains that ACH transfer is an electronic money transfer between banks.
- Payment cycle:** A dropdown menu is set to "Event-based". A note explains that this option calculates all transactions and refunds for each event with a defined end date in the previous week (Monday through Sunday), with payment statements sent via email by Thursday.
- Payment history:** A table with 5 entries showing transaction periods, payment cycles, advice numbers, ticket sales, refunds, adjustments, net payments, and net tickets. A "Download report" button is visible next to the first row.

Transaction Period / Event Closed	Payment Cycle	Advice Number	Ticket Sales	Refunds	Adjustments	Net Payment	Net Tickets
1/23/2022 - 1/30/2022	Event	GA13334	\$1.00	\$0.00	\$	\$1.00	1
1/24/2022 - 1/31/2022	Calendar	GA14424	\$149.00	\$0.00	\$	\$135.00	26
2/23/2022 - 2/30/2022	Event	SA14542	\$1,201.00	\$0.00	\$	\$1175.00	113
3/23/2022 - 3/30/2022	Calendar	TEST2947	\$0.00	\$0.00	\$	\$0.00	0
4/23/2022 - 4/30/2022	Event	GA14290	\$113.00	\$0.00	\$	\$100.00	18

Authorized users can easily run reports on tickets sold, event attendance, and revenue received. Reports can be tailored by selecting specific event types, ticket types, and dates. Users can also quickly search and find financial data by date or event ID.

3. Are reports available in multiple export formats (i.e., Excel, PDF, etc.)? Explain.

State associations and districts receive CSVs in addition to PDFs. We would be glad to discuss extending the same service to schools as well.

4. Are your reports available by venue and location? Explain.

Authorized users can easily filter events that take place at specific venues by selecting event types, event IDs, and other details. Individual reports are also sent after each event.

5. Can you customize your reports to match what we require? Explain.

We would be glad to discuss specific customizations upon request.

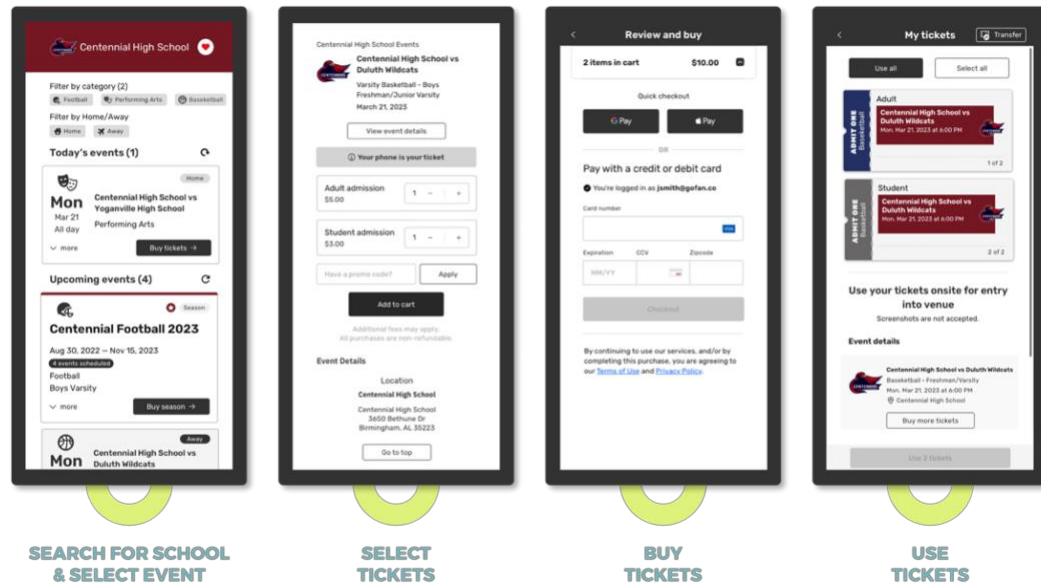
6. Is there a cost to customize the reports? Explain.

We evaluate customizations based on the applicability to our entire customer base. We would be glad to discuss specific reporting customizations and potential associated costs upon request.

Ease/Usability

1. Are your online purchase screens friendly, intuitive, and easy to learn? Explain.

Yes. The GoFan platform is designed to be user friendly and easy to learn.



Quick Event Discovery

Fans can easily discover and attend their favorite school events with GoFan. With the GoFan app, fans can streamline and personalize their ticketing experience with intuitive search capabilities and options to favorite their school to stay connected about upcoming events.

Browser Options

We understand that not all users may desire to use an app for ticketing. Fans can easily find tickets with a browser on any device by visiting gofan.co and searching for their school.

Guest Checkout

Unlike other ticketing providers, GoFan does not require fans to create an account to purchase tickets. Fans can easily check out as a guest in a matter of seconds and receive their tickets via text or email.

Onsite Self-Checkout

Walk-up fans can purchase tickets onsite at the time of the event with self-checkout using a mobile device. Fans simply scan a QR code with their device to access the school ticketing webpage. Fans can check out in under 30 seconds and enter events right away.

Diverse Digital Payment Options

GoFan provides the fastest checkout experience to make the ticketing process easy and convenient for schools and fans alike. Fans can buy tickets quickly and securely with their

preferred credit or debit card. Fans also have the option to use Apple Pay or Google Pay to save even more time.

2. How many steps does it take a patron to make a purchase of tickets? Explain.

Patrons can purchase tickets in 4 simple steps: search for school on gofan.co, select event, select tickets, and enter payment information. The checkout process can be completed in under 30 seconds.

Patrons also have the option to buy tickets to home and away games directly from their school's VNN website with the GoFan integration. All upcoming events for schools that use GoFan will be displayed, with links that direct fans to complete the checkout process. Patrons can purchase tickets in 4 steps: visit VNN athletics website, select home or away event, select tickets, and enter payment information.

3. Explain your step-by-step method for setting up a venue and ticket offerings with multiple ticket levels.

Our Customer Success Team will set up venues on behalf of Granite schools and make sure that all offerings, seating maps, ticket levels, prices, and other details are accurate. This process is a one-time setup during onboarding. Any future events at each venue will follow the same structure. Should any changes be needed, the Customer Success Manager can promptly make the adjustments for schools.

4. What kind of "Help" Menus are built into the system? Explain.

For fans, the GoFan app features helpful instructions at key steps in the checkout process to ensure a seamless experience. From GoFan HQ, schools can easily access our constantly evolving self-help tool to find answers to common questions with a simple search. We also provide summaries of product release notes and training resources on new functionality introduced.

5. Will technical support be 100% in-house, no outsourcing? Explain.

Yes. Effective onboarding is key to initial success, but it's only the beginning of our partnership and support. Each school will have a dedicated Customer Success Manager who is available to assist in any situation and provide solutions. The Customer Success Manager will serve as the primary contact and advocate for each school from day one throughout our entire partnership.

Granite schools will have the benefits of individualized support and streamlined communication with a dedicated contact along with a sophisticated team who can provide additional guidance as needed. Our Customer Success team has extensive experience serving schools in Utah and throughout the nation, and they can share best practices from comparable schools with similar needs and goals.

Customer Success Manager

- Dedicated resource for districts and schools in your area who is with you from day one.
- Industry expert to guide you through your digital ticketing journey.
- Provides training and education for athletic, finance, and administrative staff.
- Facilitates seasonal schedules and champions your feedback.

School Support

Additionally, we have a full team of Customer Experience Specialists that Granite schools can contact at any time for assistance, along with a dedicated Finance Support team should Granite schools have any finance-specific support inquiries.

Fan Support

Our commitment and continual investment in customer support have been the primary drivers to our success. The GoFan Customer Success and Experience teams have doubled in size to continue to deliver exceptional service as our schools' needs grow and evolve.

With over 100 years of combined experience on the School Support team alone, GoFan has built a foundation for prompt and effective support for our schools and fans. The GoFan support team is based in the U.S. and available via phone, web, and email to ensure your events run smoothly.

Fans can communicate with our support team via phone, email, or online support ticket. We also have an online knowledge base dedicated specifically to fans

Sales

1. Explain your confirmation screen prior to purchases being finalized in your program.

Upon completing the checkout process, fans will receive an automated confirmation email immediately with transaction details. Fans will also receive a reminder email two hours before the event starts with all the event details and a link to access tickets.

Fans have the option to enter their phone number during checkout. If they select this option, they will also receive a text confirmation and reminder two hours before the event with all the details and a link to access tickets.

Fans can also view their tickets at any time directly in the GoFan mobile app for iOS or Android by selecting the Tickets tab at the bottom of the screen.

2. How are comp tickets reported and controlled? Are charges processed against comp tickets? Explain.

Comp tickets are completely free with GoFan – there are no fees for fans with free tickets.

3. Please address whether your system can be used when the event is free and whether there are fees paid by the school.

Schools can still use GoFan for free events without paying any fees.

4. Schools would like to be able to use an online system for dance tickets but need to accommodate students on fee waiver. If we had the ability to load the student numbers as the coupon code and set the fee waivable students to zero, we think this could work. We would need to export the fee waiver list of those that purchased tickets so we could import the fee waivers. The list of all students that purchased tickets could be provided at the door and the students would need to show ID to get into the dance. Please describe your ability to accomplish this need.

GoFan could accomplish this need with promo codes that cover the entire cost of the event. Students on fee waiver could use a promo code when purchasing dance tickets. The system generates a printable list of all students who purchased tickets. Schools could enforce the ID policy at the door and verify with the list.

5. Can your system utilize QR Codes to purchase tickets?

Yes. GoFan HQ can generate QR code flyers with the click of a button. Schools can easily create and print QR code flyers to display at event venues or other places to promote events. Fans can simply scan the QR code to be directed to the school ticketing page to select events and purchase tickets. GoFan can also provide large self-checkout signs with QR codes upon request.

Administrative

1. Are your administrative screens friendly, intuitive, and easy to learn? Explain.

Yes. GoFan HQ is designed to be user friendly, intuitive, and easy to learn.

Schools can easily create a single event at a time or multiple seasons at once. In just 4 minutes and 4 easy steps, users can post an event and start selling tickets.

- Create events on desktop or mobile device and manage them on the go.
- Add single events or entire seasons at one time.
- Edit event date, time, and venue at any time of the day or night.
- Customize your event with alerts, event pricing, or fan data collection.



SET UP SEASONS OR
SINGLE EVENTS



ACCESS FAN
PURCHASES



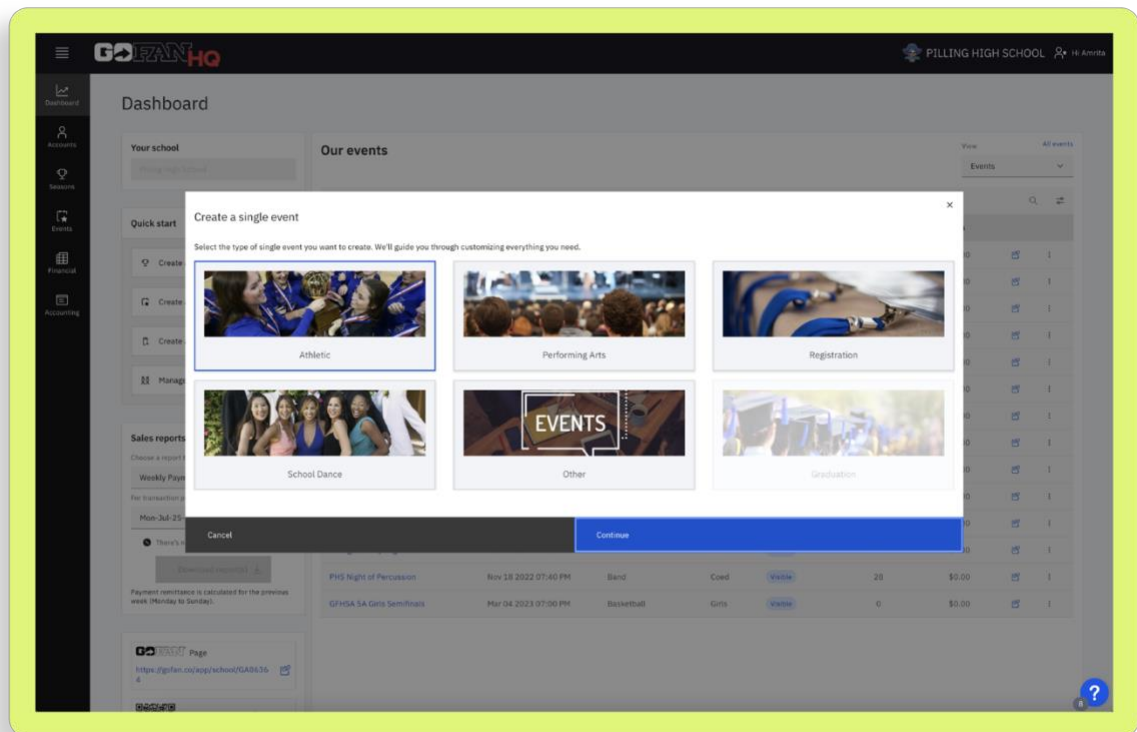
VIEW TICKET SALES
DATA



REVIEW PAYMENT
HISTORY



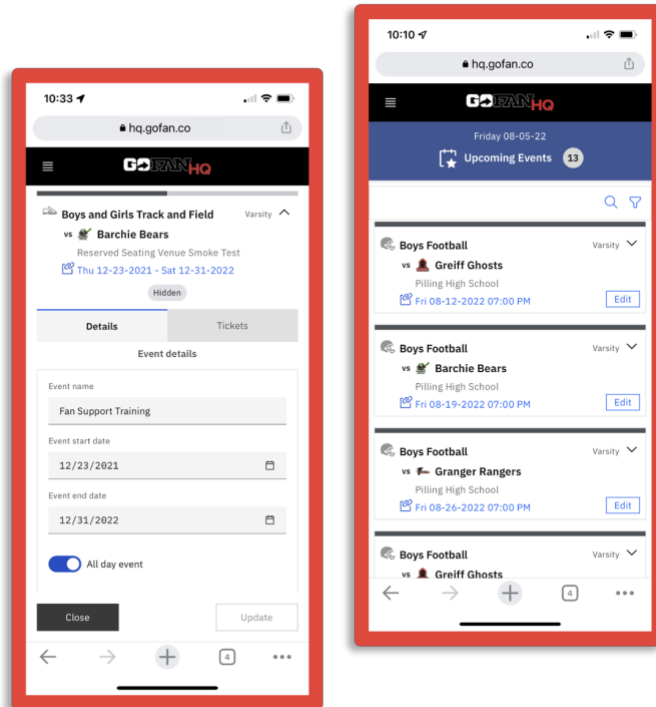
ACCESS REAL-TIME
EVENT ANALYTICS



Mobile HQ

With the mobile version of GoFan HQ, event staff members can easily access and manage events when they are away from their desks. Users can:

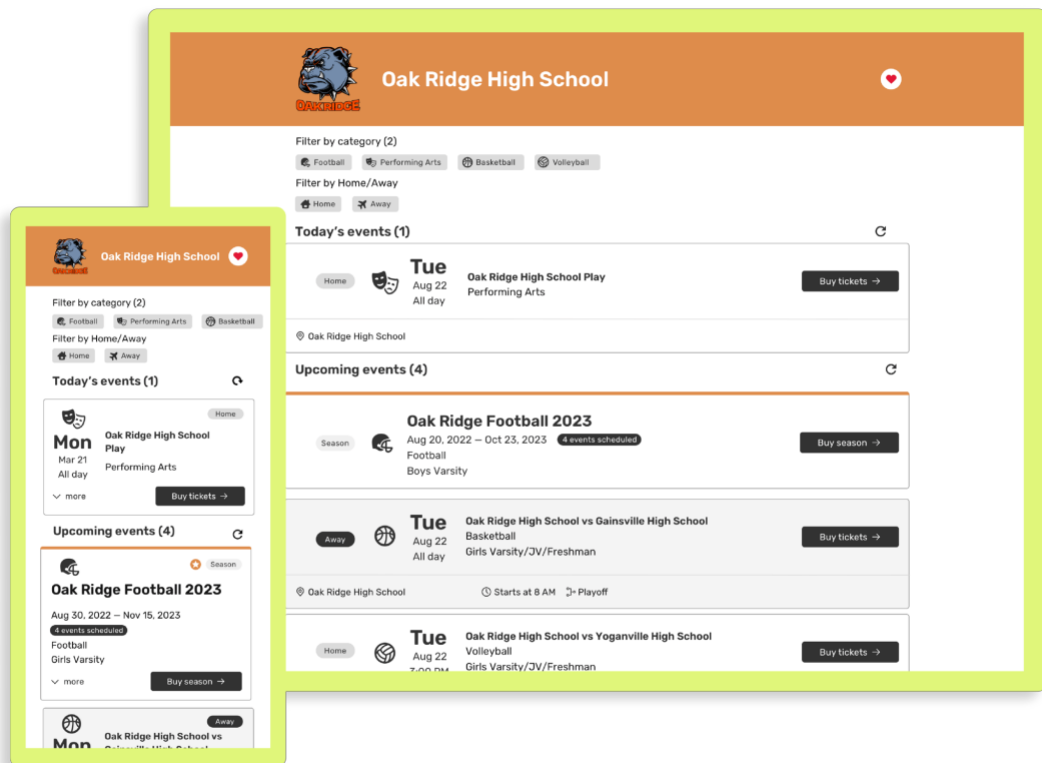
- Edit event details such as date and time, capacity, and ticket prices.
- Review event insights, including ticket sales and tickets sold by type.
- Turn events on and off with a single click.
- Easily access QR codes or copy event links to drive ticket sales.



Event Promotion

Granite schools can promote and sell digital tickets everywhere their fans are – online and at school. All upcoming events are posted on the branded school ticketing page, where fans can easily discover events and buy tickets.

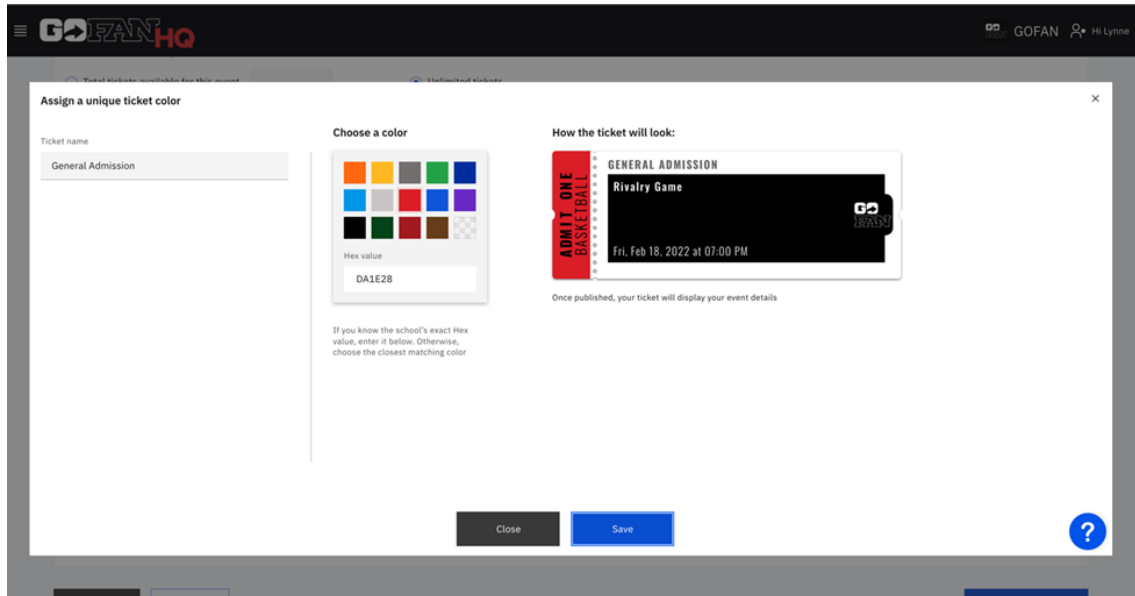
- Post events and send fans direct links to buy online.
- No need to ask busy staff to sell tickets or count cash.
- Fans show their phone and redeem their ticket securely.
- Fans can easily share tickets with friends or family with just a text or email.



Event Experience

With GoFan, Granite schools can take action with data-driven insights to sell more tickets, capture sales earlier, understand staffing needs, and streamline operations at the gate. Schools can brand their own fan experience with unique ticket colors and private event link access.

2. Explain how your e-tickets are customizable.



GoFan e-tickets are highly customizable based on the needs of schools and districts. Ticket colors can be customized based on school branding or preferences. Many schools use custom colors to differentiate ticket types. Select from one of the standard colors or enter custom HEX codes for the exact branding colors. Granite schools can also use custom ticket colors to reflect when fans purchase tickets and make it easy for gate attendants to identify ticket types. Tickets can also be customized with school logos.

3. How are seating maps prepared and updated? Explain.

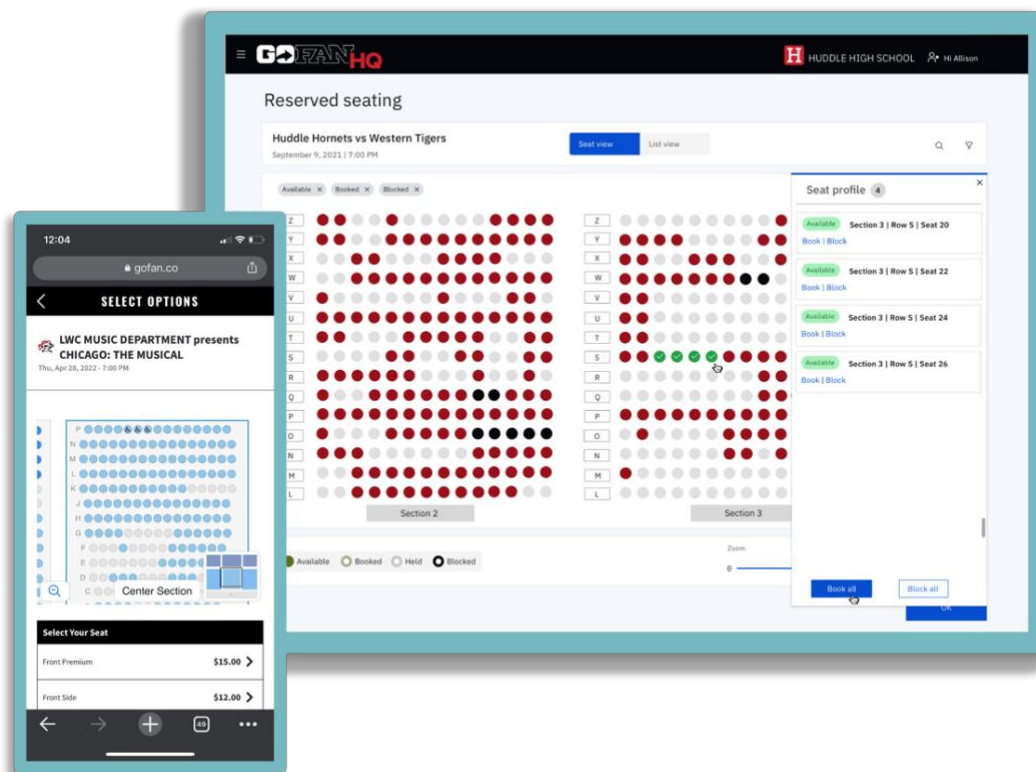
Granite schools can provide reserved seating to fans for events across campus with GoFan, including athletics, performing arts, dances, banquets, and more. With GoFan Reserved, school venues are mapped in the platform so fans can select their desired seats when purchasing tickets just as they would for a professional or collegiate event.

With GoFan Reserved, fans can:

- View the seating charts of school venues.
- Reserve multiple or individual seats.
- Move a previously reserved seat to another available seat.

Schools can:

- View details of attendees that have reserved seats.
- Provide complimentary tickets to a reserved seat.
- Unbook seat(s).
- Re-assign a reserved seat.
- Block a specific seat or seats from sale for a single event.
- Download a CSV file with a list of booked and available seats.



4. Does your program have the ability to override pricing/seating at the physical box office? Explain.

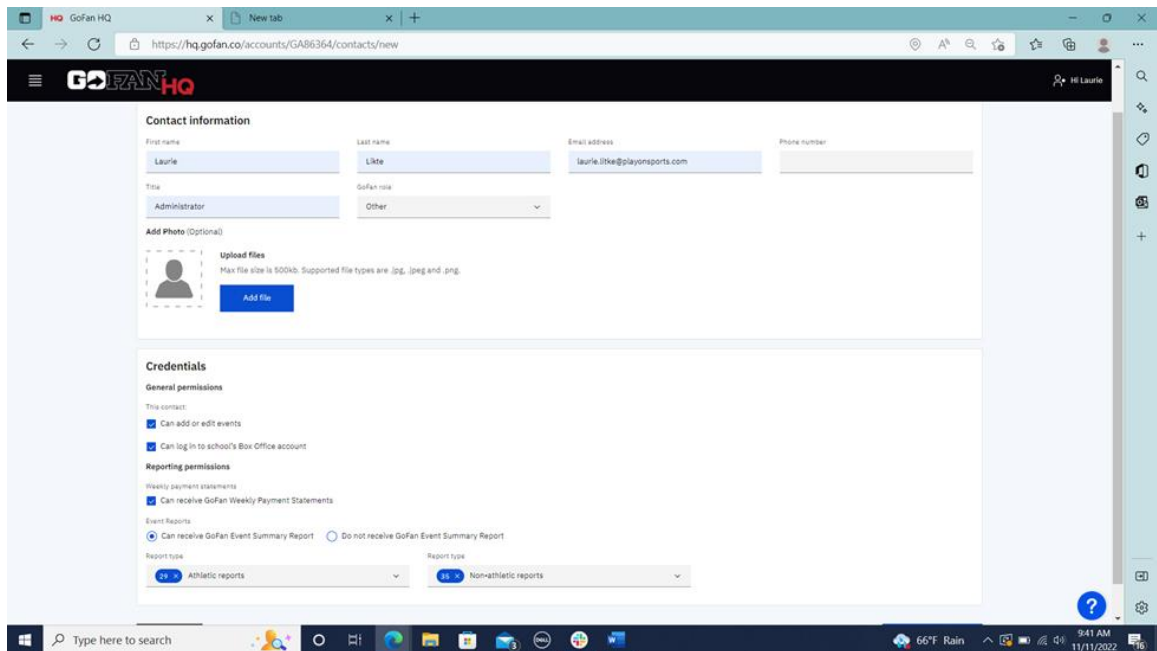
Authorized users can unblock seats and issue refunds from GoFan HQ, which is accessible on any browser or device.

5. Does each school have the ability to designate their own organization chart with multiple levels of access? Explain.

Yes. Each school has the ability to designate users with specific contact credentials:

- **Main Contact:** Primary GoFan administrator
- **Financial Contact:** Primary financial administrator
- **Other Contact:** Other user who needs GoFan permissions

Schools can designate the general permissions for each contact. For instance, a school may want a contact to have access to add events but not see weekly payment statements. Schools can also designate a particular sport or event to which a contact will have access. For example, the dance coordinator may not need access to athletic events.



6. Do you give access to the lists of email addresses for each venue and for what time period? Explain.

Yes. GoFan HQ allows users to download attendee lists for events and seasons ending in the current and previous school years.

7. Will each school have access to their own database only? Explain.

Yes. Schools will only have access to their own events and data.

8. Explain how you would customize the tickets?

GoFan would customize tickets for each Granite school with their logo and branded colors as described above. We would be glad to review ticket customization during the onboarding process.

Training

1. Describe your training procedures, initial and future.

Each Granite school will be assigned a dedicated Customer Success Manager who will be responsible for providing training and support during onboarding and full implementation of GoFan digital ticketing. Customer Success Manager(s) are the district and school personnel's first point of contact.

The GoFan Customer Success Team will provide comprehensive training to all users of the platform. Individual and group trainings are available, along with webinars that are held twice per week in August and September.

Schools can contact their Customer Success Manager at any time throughout our partnership for guidance and best practices. GoFan HQ is extremely user-friendly and intuitive. The average user is able to learn the system quickly and easily.

Additionally, GoFan provides extensive online training resources to ensure success:

How to Guide

Our How to Guide is a webpage with short instructional videos and downloadable guides for schools to share with fans.

Resources include:

- How to Buy Tickets
- How to Use Tickets
- How to Find My Tickets
- How to Access and Share Tickets
- How to Purchase with Reserved Seating

School Support Help Desk

Our School Support Help Desk is a full self-support hub to address commonly asked questions. Schools can easily find answers in seconds with a simple search. Resources include articles, videos, tutorials, and guides.

Fan Support Help Desk

Our Fan Support Help Desk is a full self-support hub with resources to answer frequently asked questions from fans. Like our School Support Help Desk, it features a robust search engine and helpful tutorials, guides, videos, and other policies.

Success Kit

To make it easy for schools to promote their events, we created a Success Kit with templates, guides, and other helpful insights.

Resources include:

- Suggested messaging for social media
- Social media graphics templates
- QR code flyer & self-checkout sign instructions

2. Is training provided on a no cost basis? Explain.

Yes. Training is provided at no cost to schools.

3. Is training done in person, online or over the phone? Explain.

Training is primarily done online with presentations and screen sharing to demonstrate the platform capabilities. Our team would be glad to provide training in person upon request.

4. Are operating manuals and/or reference materials available for District use? Explain.

GoFan will provide the necessary training materials to Granite schools and onsite staff. These materials include instructional videos, printable handouts, online help desks for schools and fans, articles, and other guides. We also provide a Success Kit with best practices and templates for social media, event communications, and instructions for QR code flyers.

Our commitment and continual investment in customer support have been the primary drivers to our success. Fans can communicate with our support team via phone, email, or online support ticket. We also have an online knowledge base dedicated specifically to fans.

5. How are system updates handled with the school administrative staff? Explain.

GoFan frequently releases new features and updates to enhance the user experience for schools and fans. GoFan communicates releases with school administrative staff and provides training resources on new functionality introduced.

Installation/Implementation Plan

1. Explain how each school would implement and use the program.

Schools that already partner with VNN for their athletics websites can enjoy a seamless experience during the ticketing implementation. Granite schools can continue to use their existing VNN athletics websites without disruption.

The exclusive ticketing integration with GoFan goes live in the fall. Many of our customers are fully implemented and operational with the GoFan platform within 2 business days. Granite schools will have plenty of time to complete training and set up events before the fall season starts.

Onboarding and training can be completed online, but we understand that Granite schools may prefer onsite visits in some cases. Jayson Jones, VP of Sales and Partnerships, is located in Utah and can meet with schools in person if needed. We can also arrange for members of the Customer Success Team to meet in person upon request.

With the GoFan Software-as-a-Service (SaaS) model, Granite schools will not need to provide any equipment or facilitate data migrations. Our Customer Success Team will work with Granite schools to ensure a smooth and seamless implementation.

2. Explain a typical installation for a specific site and what is the implementation time period?

Many schools are fully implemented with GoFan within two business days.

Milestone 1: Fully Executed Agreement

Milestone 2: Communication to Schools

- Memo sent from Granite of vendor approval.
- Informational email sent to Granite Athletic and Activity Directors regarding GoFan and VNN product highlights.

Milestone 3: Schools Submit Key Contacts

- GoFan to provide Granite with a contact information form where schools provide the main and financial contacts to be permissioned to use GoFan HQ.
- Contacts select from group webinar opportunities (2x a week during August and September) or individual GoFan training with Customer Success Manager.
- If applicable, GoFan ships complimentary point-of-sale system for delivery in 5 business days.

Milestone 4: Schools Are Permissioned as Users and Trained on GoFan HQ

- Customer Success Manager conducts training sessions as described above based on school's preferences. We find that the majority of schools only need one or two short training sessions or webinars.

Milestone 5: Schools Set Up Financial Preferences and Create First Events

- Payments can be made via ACH direct deposit or check.
- GoFan integration with ArbiterSports allows for automatic import of athletic event schedules in seconds.

Milestone 6: School Events Go on Sale Immediately

- Setting up events often takes just a few minutes.
- Events are live for online ticket sales immediately upon publishing in GoFan HQ.

General

1. What additional equipment will be provided (i.e., ticket printer, barcode scanner, ticket paper, etc.)? Is there a cost for these items? Explain.

We will provide two free point-of-sale Box Office kits for each Granite school if desired. Tickets that are sold via Box Office are included in the reconciliation in conjunction with tickets sold online. There is no cost for the equipment or data plan.

With GoFan Box Office, Granite schools can provide another payment option for fans who may not have mobile devices or did not purchase tickets in advance. Fans can buy tickets directly at the gate rather than online or with the GoFan mobile app.

iPads are paired with card readers for easy onsite sales. Fans can pay with a credit or debit card, Apple Pay, or Google Pay.

Each GoFan Box Office kit includes:

- **1 Tablet Device**
 - The tablet has cellular connectivity to enable the system to be used anywhere without dependence on the Wi-Fi at the school or district.
 - There is no monthly fee for cellular service.
 - The tablet arrives ready to use out of the box.
 - The tablet also functions as a scanning device for schools that choose this option.
- **1 Card Reader Device**
 - The card reader syncs via Bluetooth.
 - It accepts all major credit, debit, and prepaid cards, along with Apple Pay and Google Pay for transactions.
- **12 Self-Checkout Signs**
 - These signs have a QR code and instructions to direct fans to the school's GoFan page to purchase tickets.
 - Sign dimensions are 22"x28".

2. Describe how your system allows access to records from previous years and how long are they retained? Explain

Authorized school/district users may use the 'Manage attendees' feature on the events page to access fan email data pertaining to events ending in the current and previous school years.

3. Explain your company's competitive advantage as to why your program would be the best option for the District.

PlayOn! Sports is the best option for the District because we have united the leading providers in digital ticketing and athletic websites as one company. GoFan and VNN are not partners – we are one service provider with a comprehensive solution to support your current and future needs. By working with us, the District will receive a unified solution for ticketing and athletic websites, dedicated and personalized support, and longstanding stability with our technology and service. Our key differentiators are:

Complete Solution for Schools

Schools get a single platform for their website, schedules, ticketing, and communications. We provide a full integration package with all major school vendors.

Best Fan Experience

Fans are already used to visiting their school's VNN website – why would schools send them anywhere else? With VNN and GoFan, Granite schools can direct fans to one place for athletic events, communications, and tickets.

Enhanced Ticketing Capabilities

With the combined company and platform, schools can:

- Get automatic schedule imports.
- Display ticketing links for home and away games on athletics website.
- Allow fans to buy tickets from athletics website, on the app, or at the gate.
- Save time with fully integrated digital ticketing setup.
- Manage fundraising and concessions along with events.
- Validate tickets with or without scanning, depending on preference.
- Provide a consistent experience throughout the regular season and UHSAA postseason.

Significant Savings for Schools and Communities

Schools that switch to GoFan for digital ticketing can achieve significant savings for their communities with reduced service fees. Based on the current service fees for a \$5 ticket, GoFan charges 33% less than competitors. GoFan also covers all credit card fees, chargebacks, and refunds on behalf of schools.

Trusted and Prominent Solution

Our combined company brings together the most trusted and established brands in the school event space. VNN is familiar to school staff and widely used throughout the District, the state of Utah, and the nation. GoFan is the leading digital ticketing provider for schools, partnering with the UHSAA and 39 other state associations and supporting over 500,000 events each year.

Fastest and Easiest Implementation

Since schools in the District already use VNN, they won't need to worry about any service disruptions or teaching fans a new process to discover events. They also won't need to train employees on the use of VNN or spend time deploying new websites. Schools can be fully implemented with GoFan digital ticketing in just two business days. Our exclusive integration with

VNN and GoFan goes live in the fall, and schools will automatically have access to the new and enhanced capabilities of the combined platform.

4. Explain how your company handles issues. How long does it take for someone to return phone calls on problems? Explain the help process.

Effective onboarding is key to initial success, but it's only the beginning of our partnership and support. Each Granite school will have a dedicated Customer Success Manager who is available to assist in any situation and provide solutions. The Customer Success Manager will serve as the primary contact and advocate for each school from day one throughout our entire partnership.

Granite schools will have the benefits of individualized support and streamlined communication with a dedicated contact along with a sophisticated team who can provide additional guidance as needed. Our Customer Success team has extensive experience serving schools in Utah and throughout the nation, and they can share best practices from comparable schools and districts with similar needs and goals.

Customer Success Manager

- Dedicated resource for districts and schools in your area from day one.
- Industry expert to guide schools through their digital ticketing journey.
- Provides training and education for athletic, finance, and administrative staff.
- Facilitates seasonal schedules and champions your feedback.

Additionally, we have a full team of Customer Experience Specialists that Granite schools can contact at any time for assistance, along with a dedicated Finance Support team should Granite schools have any finance-specific support inquiries.

We provide a best-in-class customer service experience for schools and fans with both detailed how-to and help articles as well as live agents. Customer service representatives are available Monday to Saturday from 6 AM to 10 PM PST. The online ticketing system is monitored 24/7 with policies in place to resolve issues in a timely manner. The majority of tickets are answered in 5 minutes or less.

School Support

- **Online Resources:** schoolsupport.gofan.co
- **Submit an Urgent Support Request:** schoolsupport.gofan.co
- **Email School Support Team:** schoolsupport@gofan.co
- **Toll-Free Phone Number:** (770) 910-3695

Net Promoter Score

Our customers' needs are at the heart of everything we do at GoFan, and we are dedicated to providing exceptional support to our association partners, schools, and fans. We recently conducted a Net Promoter Score (NPS) survey among our customers to get direct feedback on our support, product, and overall experience.

NPS is a customer experience metric that measures loyalty and can be used as a predictor of business growth. The thoughtful survey question, "How likely are you to recommend GoFan to a friend or colleague?" was sent to our customers with options to rate their experience on a scale of 0-10. The individual ratings are used to calculate the total NPS score.

Since the total NPS can be in the -100 to +100 range, any score above 0 means that a business has more promoters than detractors. A score above 49 is typically considered strong, particularly for software companies. This year, GoFan had an NPS of 57, indicating loyalty and enthusiasm for our product and service. For context, Apple recently scored an NPS of 61 and Google scored 58.

Support Testimonials

"I have had a very positive experience with GoFan and each representative I have been in contact with. Any questions or issues I have had were solved very quickly and efficiently."

"I have loved my experience so far! It is very user-friendly, and the customer service has been excellent."

"It's just been a super easy process and any issues we've ever ran into, GoFan has been super responsive and resolved issues very quickly."

5. Do we manage the program ourselves, or is this an option?

Along with the dedicated resources and personnel described above, we provide a constantly evolving self-help tool that allows schools to easily find answers to common questions and issues with a simple search. Granite schools will have full autonomy with a user-friendly platform and self-service capabilities, and additional support is always available upon request.

School Athletic Webpage Services

General

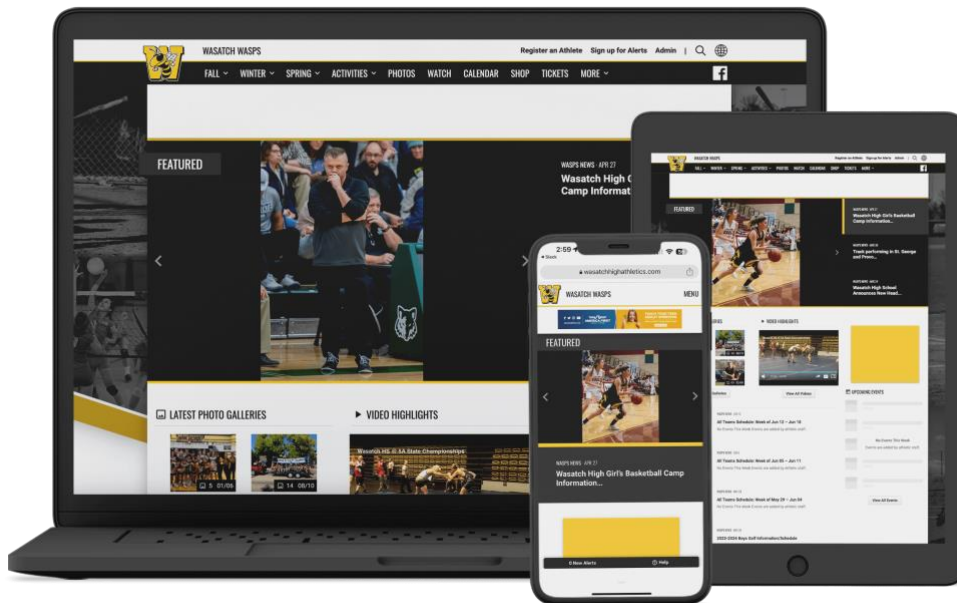
1. Compatibility with major web browsers (Chrome, Firefox, Safari, Internet Explorer, etc.).

VNN websites are compatible with all major browsers: Chrome, Firefox, Safari, Microsoft Edge, and Internet Explorer version 11. Internet Explorer users will receive a notice on the site to upgrade their browser to a more modern browser (browshappy.com).

2. Mobile responsiveness and compatibility with different devices (phones, tablets, etc.).

The websites are mobile responsive, with four different breakpoints at different widths to support devices with various screen resolutions.

VNN Athletics Website for Wasatch High School in Heber City, UT



3. Compliance with web accessibility standards (WCAG 2.1) to ensure inclusivity.

We regularly scan our sites using the Web Accessibility Evaluation Tool (WAVE) powered by WebAIM with a goal of having zero errors.

4. Integration with social media platforms (Facebook, Twitter, Instagram, etc.).

VNN websites are fully integrated into Facebook and Twitter. Our API connection allows schools to automatically post articles, score reports, photo galleries and more directly to these two social

media channels with no extra work. The VNN websites also have this same integration down to each team level – making it easier for ADs and coaches to get information out to their own social media accounts. Currently we do not support any integration directly to Instagram, but we do allow schools and coaches to post direct links to these on both their website and individual team pages.

5. Implementation of search engine optimization (SEO) best practices.

VNN websites use title and description meta tags according with industry best practices, along with social media opengraph metadata tags for sharing content on various outlets such as Facebook, Twitter, etc.

6. Scalability to accommodate future growth and additional features.

VNN websites are built using a multi-tenant codebase, served behind several layers of caching, using an autoscaling network of applications servers, and a database that is set to autoscale based on demand. Future growth is accounted for by reducing any single point of failure (SPOF) in the entire application infrastructure stack.

7. Integrated with ArbiterSports

VNN has a schedule integration with ArbiterSports to pull all games into the VNN website. Those schedules will then be sent to GoFan for schools to save time and avoid duplicate entry.

8. Integration of online ticketing

GoFan is fully integrated into the VNN websites, with ticketing pages and links throughout the website, including both home and away events. There is also a backend schedule integration that enables schedules on VNN to be sent directly to GoFan, which saves time for school staff.

Existing integrations between VNN and other ticketing providers will end in fall 2023. Schools that are set up with VNN and GoFan will have seamless access to the new ticketing integration.

The GoFan ticketing integration has several enhancements, including:

- Automatic schedule imports
- Ticketing links for home and away games on VNN athletic websites
- Fans can buy tickets from VNN websites, on the app, or at the gate
- More advanced reporting and insights for all your events
- Fundraising and concessions solutions
- Secure validation options with or without scanning
- Consistent experience throughout regular season and UHSAA postseason events
- Significant community savings with reduced service fees

9. Ability to allow for away game ticket sales

All events on the VNN website will be displayed for each school – including those for Home and Away contests. If the school is listed as an opponent of another school with GoFan, those will show up on the VNN website, as well as events from the UHSAA for state playoffs.

10. Implementation timeline necessary to standup a school’s athletic website

All schools that currently have a VNN website will be no time at all – they are already set up and paid for, so nothing else is needed. The GoFan integration will be live by fall sports and automatically connected for schools using both VNN and GoFan. Schools without a VNN website will be built in 5 business days once all materials and assets are received from the schools to VNN.

Appendix Information and Forms

Required Forms

We have provided the following forms as separate attachments in the Utah Public Procurement Place:

- Pass Fail Form – Mandatory Minimum Requirements
- Company References & Past Performance Form
- Company Representatives and Contact Information Form with Resumes
- Cost Form

We submitted answers regarding Company Information and History directly in the Utah Public Procurement Place portal.

We have also provided a separate Cost Proposal document with additional information for the District.

Supporting Documents

We have also provided the following supporting documents per request of the District:

- Attachment A – Standard Terms and Conditions Redline
- PCI Data Security Standard Attestation of Compliance for Onsite Assessments – Merchants
- GoFan Terms of Use
- VNN Terms of Use
- GoFan Privacy Policy
- VNN Privacy Policy
- PlayOn! Sports COI
- PlayOn! Sports W-9 Form

Protected Information

We acknowledge the requirements for submitting protected information and confirm that we have not included any protected information in our proposal.

Attachment D



PlayOn! Sports Response to Granite School District

RFP JG23-42: Cost Proposal

Online Ticketing and School Webpage Services

June 16, 2023

Cost Proposal

School Athletics Website Services

Website Services	Cost
Creation and setup of single school's website	\$0
Any other additional annual costs for websharing	\$0

VNN is the most trusted and widely adopted athletics website for high schools in the US. It's an all-in-one communications solution built specifically for high school athletic departments and is currently used by over 100 schools in Utah.

With VNN, Granite schools can provide all the information that fans are looking for in one place:

- Schedules
- Scores
- Articles
- Photo Galleries
- Event Details & Directions
- Contact Information
- Game Tickets
- Registration
- Form Builder
- Video Highlights

Each VNN school receives a fully customized, mobile-responsive website with ADA-compliant design. The platform and ongoing training are free to use annually.

Schools also have an opportunity to earn revenue with advertising and essentially get paid to use the platform. Our sponsorship team sells the advertising on the websites and then shares profits with each high school annually.

Online Ticketing System

There are no fees or costs for Granite schools to use the GoFan digital ticketing platform. GoFan will assess the following service fees to fans for tickets and passes purchased on the GoFan platform:

Online Transactions	Fee Amount
Single Event Tickets - Face Value of \$10 or less	\$1.00 per ticket
Single Event Tickets - Face Value of \$10.01 or more	5% of FV + \$1 per ticket
Season Ticket or Pass	5% + \$2 per pass/package

Point-of-Sale Transactions	Fee Amount
Single Event Tickets - Face Value of \$10 or less	\$1.00 per ticket
Single Event Tickets - Face Value of \$10.01 or more	5% of FV + \$1 per ticket

GoFan does not charge fees on zero-value tickets.

GoFan does not charge any additional fees to schools or fans for reserved seating tickets.

GoFan does not charge any additional credit card processing, chargeback/dispute, or platform fees to schools or fans beyond the per-ticket/pass fees provided above.

GoFan will assess the ticket or pass fees based on the Face Value price provided by the school. Fees will be clearly displayed and paid by the fan (with the option to be absorbed by the school).

Schools will receive a weekly payout from GoFan via ACH direct deposit or check, based on the school's preference. Payout to the school shall equal the Face Value, minus any school-approved refunds.

ACH payouts from credit card sales can be sent to various district checking accounts (based on school who initiated the sale) and detailed reports will be provided for each payout that allow for posting to the District accounting system.

Box Office Point-of-Sale Kits

GoFan will provide two free point-of-sale Box Office kits for each Granite school if desired. Tickets that are sold via Box Office are included in the reconciliation in conjunction with tickets sold online.

With GoFan Box Office, Granite schools can provide another payment option for fans who may not have mobile devices or did not purchase tickets in advance. Fans can buy tickets directly at the gate rather than online or with the GoFan mobile app.

iPads are paired with card readers for easy onsite sales. Fans can pay with a credit or debit card, Apple Pay, or Google Pay.

Each GoFan Box Office kit includes:

- **1 Tablet Device**
 - The tablet has cellular connectivity to enable the system to be used anywhere without dependence on the Wi-Fi at the school or district.
 - There is no monthly fee for cellular service.
 - The tablet arrives ready to use out of the box.
 - The tablet also functions as a scanning device for schools that choose this option.
- **1 Card Reader Device**
 - The card reader syncs via Bluetooth.
 - It accepts all major credit, debit, and prepaid cards, along with Apple Pay and Google Pay for transactions.
- **12 Self-Checkout Signs**
 - These signs have a QR code and instructions to direct fans to the school's GoFan page to purchase tickets.
 - Sign dimensions are 22"x28".

Attachment E

Terms of Use Agreement

By using vnnsports.net and its related domains, services, information, web postings, products and tools ("Website") you, the User, are agreeing to the following terms and principles. This terms of use agreement ("Agreement") is effective immediately for all Users of the Website and is by and between you, the User, and VNN, a dba of Distributed Website Corporation, a Florida Company ("VNN"). Please read the Terms of Use carefully before you start to use the Website.

- **Mission**

VNN exists to help schools make certain that their athletes receive the kind of positive recognition for their accomplishments that they deserve. We do this by providing a state of the art online representation of a school's athletic programs, and helping them to maximize its use. This online representation is then leveraged as a vehicle through which schools can promote its athletes and generate community around the positive side of sports, while in the process showcasing student work to a wide audience.

- **User Eligibility**

Use of the Website is void where prohibited. Your use of the Website constitutes your representation that (1) all information you submitted in your registration is truthful and accurate; (2) that you will update your registration information when changes occur; (3) that you are at least 13 years of age; (4) that, if you are under the age of 18, you have the authorization of your legal guardian, and (5) that your use of the Website does not violate any state, federal, or other law which applies in your jurisdiction.

- **SMS Policy**

VNN uses SMS text messaging in two ways:

1. SMS text messages are used to provide an additional layer of security when signing up or logging in with a phone number. When signing up with a phone number, users will receive a text message with a verification code. This verification code is used to confirm the phone number used by the user is correct. Once a phone number is confirmed, no further verification text messages will be sent to the user.
2. SMS text messages are used to provide users with updates on school sports teams. Users choose which teams they want to follow using getvnn.com. A user can choose to get team related

updates/alerts via e-mail, SMS text message, or both. A user can choose to unsubscribe from a team at any time. Message frequency for team alerts varies by school sports team and is at the discretion of the team's coach and school's athletic director.

Message and data rates may apply to all SMS text messages.

Users can text HELP to the VNN short code XXXXX to receive help with SMS text messages sent by VNN.

Users can text STOP to the VNN short code XXXXX to opt-out of all future SMS text messages from VNN.

Carriers are not liable for delayed or undelivered messages.

Our Privacy Policy can be found at: <https://www.vnnsports.net/privacy-policy/>

- **Accessing the Website and User Consent**

To access the Website or some of the resources it offers you will be asked to provide certain registration details, personal information and payment card information. You agree that all information you provide to register with this Website, VNN, its service providers, partners, or affiliates, including but not limited to through the use of any interactive features on the Website, is governed by our Privacy Policy, and you consent to all actions we take with respect to your information consistent with our Privacy Policy ("Consent").

If you choose, or are provided with, a user name, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Website or portions of it using your user name, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any user name, password, or other identifier, whether chosen by you or provided by us, at any time [in our sole discretion for any or no reason, including] if, in our opinion, you have violated any provision of these Terms of Use.

- **User Consent to Share User's Information with Service Providers**

VNN uses third parties to assist us in operating our Website, conducting our business, or servicing you, so long as those parties agree to keep your information confidential.

Those trusted third-party partners may:

- Provide you and our partner schools with various services
- Provide database maintenance and security
- Help us manage transactions
- Help us process and fulfill orders or requests
- Create an account on such third-party site to provide various services to you
- Allow a "single-sign-on" where after you log-in to VNN you will not have to log-in to our partner websites

By using this Website, the User consents to VNN sharing the User's information with its service providers and their service providers. The User also consents to the single-sign-on as described above.

- **User Contributions**

The Website may contain message boards, chat rooms, personal web pages or profiles, forums, bulletin boards, and other interactive features (collectively, "Interactive Services") that allow users to post, submit, publish, display, or transmit to other users or other persons (hereinafter, "post") content or materials (collectively, "User Contributions") on or through the Website. All User Contributions must comply with the Content Standards set out in these Terms of Use.

Any User Contribution you post to the Website will be considered non-confidential and non-proprietary. By providing any User Contribution on the Website, you grant us and our affiliates and service providers a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sublicensable right to exercise any and all copyright, trademark, publicity, and database rights you have in the content, in any media known now or in the future.

You represent and warrant that you own or control all rights in and to the User Contributions and have the right to grant the license granted above to us and our affiliates and service providers.

All of your User Contributions do and will comply with these Terms of Use.

- **Content Standards**

The following Content Standards apply to any and all User Contributions and use of Interactive Services. You are responsible for any and all User Contributions, including without limitation data, text, information, usernames, graphics, images, photographs, profiles, audio, video, items, and links which you post to the Website. Please use common sense when posting Content to the Website. Postings which may violate any state, federal, or other law which applies in your jurisdiction, whether civil or criminal, are strictly prohibited. Refrain from posting any Content which contains profanity or nudity. VNN reserves the right to reject, refuse to post, or delete any Content for any reason, including, but not limited to, Content which, in the sole judgment of VNN, violates this Agreement or which otherwise may be deemed offensive or rude. VNN does not assume responsibility for monitoring user posted Content. However, if you believe you have identified a violation of this Agreement, please report the abuse using the “Report Abuse” link.

- **VNN’s Intellectual Property and Trademark Rights**

The Website, its features, and functionality including but not limited to the software, displays of information (including text, audio, video, images) and the design, selection, and arrangement thereof are owned by the VNN and are protected by copyright and other intellectual property or proprietary rights laws.

All content posted by VNN is protected by copyright laws and may not be reproduced, republished, distributed, transmitted, sold, displayed, broadcast or otherwise exploited in any commercial or for profit manner without the prior written consent of VNN.

These Terms of Use permit you to use the Website for your personal, non-commercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our Website.

VNN is a trademark of Distributed Website Corporation. You must not use such mark without the prior written permission of VNN.

- **Authors and Bloggers**

As stated below, VNN does not warrant any of the information provided on the Website. Please use common senses when reviewing articles and blogs posted by our staff or community members. You should not rely in any way on any information posted on the Website.

- **Advertisers**

The Website may contain advertising and sponsorships. Advertisers and sponsors are responsible for ensuring that material submitted for inclusion on the Website is accurate and complies with applicable laws. We are not responsible for the illegality or any error, inaccuracy or problem in the advertiser's or sponsor's materials.

- **Privacy**

Your privacy is very important to VNN. Please read VNN's Privacy Policy. VNN's Privacy Policy, as it may change from time to time, shall be considered a part of this Agreement.

- **Online Purchases**

All purchases through our partners or other transactions formed through the Website or resulting from visits made by you are governed by the service providers Terms of Sale where applicable, which are hereby incorporated into these Terms of Use.

VNN DOES NOT COLLECT PAYMENT CARD INFORMATION, FOR EXAMPLE DEBIT OR CREDIT CARD INFORMATION, ("PCI") FROM USERS. THE USER AND VNN'S SERVICE PROVIDERS ARE SOLELY RESPONSIBLE FOR THE SECURITY OF SUCH PCI DATA AND ANY CLAIMS ARISING FROM THE UNAUTHORIZED ACCESS TO SUCH PCI DATA.

- **Liability Limitation**

The liability, if any, of VNN and its agents, servants, representatives, members, officers, and employees with regard to your use of the Website for any claims, costs, damages, losses, and expenses for which they are or may be legally liable, shall not exceed \$25.00. In no event shall VNN and its agents, servants, representatives, members, officers, and employees be liable for indirect, special, or consequential damages.

- **Indemnification**

You agree to indemnify, defend and hold VNN and its partners, agents, officers, directors, employees, subcontractors, successors, assigns, third party suppliers of information and documents, advertisers, product and service providers, and affiliates, harmless from any liability, loss, claim and expense related to your violation of this Agreement or use of the Website.

- **No Waiver**

VNN's failure to enforce any provision of this Agreement does not waive future enforcement.

- **Disclaimer of Warranty**

DISCLAIMER OF WARRANTY

You expressly agree that use of this Website is at your sole risk. Neither VNN, its affiliates, nor any of their officers, directors, employees, agents, third-party content providers, service providers, or licensors (collectively, "Providers"), or the like, warrant that this Website will be uninterrupted or error-free; nor do they make any warranty as to the results that may be obtained from the use of this Website, or as to the accuracy, completeness, reliability, security, or currency of the Content.

The Content may contain errors, omissions, inaccuracies, or outdated information. Further, VNN does not warrant reliability of any content displayed or distributed through the Website.

THIS WEBSITE AND THE CONTENT ON THIS WEBSITE ARE PROVIDED ON AN "AS IS," "WHERE IS," AND "WHERE AVAILABLE" BASIS. VNN MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE WEBSITE, THE CONTENT, INFORMATION, OR THE MATERIALS ON THIS WEBSITE. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, VNN EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND, WITH RESPECT TO ANY OF THE CONTENT ON THIS WEBSITE OR ANY GOODS OR OTHER PRODUCTS OR SERVICES OFFERED, SOLD, OR DISPLAYED ON THIS WEBSITE OR YOUR USE OF THIS WEBSITE GENERALLY, INCLUDING WARRANTIES OF MERCHANTABILITY, ACCURACY OF INFORMATION, QUALITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. SOME JURISDICTIONS LIMIT OR DO NOT ALLOW THE DISCLAIMER OF IMPLIED OR OTHER WARRANTIES SO THE ABOVE DISCLAIMER MAY NOT APPLY TO THE EXTENT SUCH JURISDICTION'S LAW APPLIES TO THIS AGREEMENT.

- **Governing Law**

The Agreement shall be governed and controlled by the laws of the state of Michigan as to interpretation, enforcement, validity, construction, and effect and in all other respects.

- **Forum Selection**

Any dispute arising under or in connection with the Agreement or related to any matter which is the subject of the Agreement shall be subject to the exclusive jurisdiction of the state and/or federal courts located in Kent County Michigan.

- **Notice to VNN**

All notices to VNN under this Agreement may be sent using the following information.

VNN Sports / Distributed Website Corporation

ATTN: Privacy Officer

550 N Reo St.

Tampa, FL 33609

connect@vnnsports.net

Attachment F

What information do we collect?

We collect information from you when you register on our site, subscribe to our newsletter, respond to a survey or fill out a form.

When registering on our site, as appropriate, you may be asked to enter your: name, e-mail address or mailing address. You may, however, visit our site anonymously.

To utilize the services of our trusted third-party service providers and partners, you may be asked to provide your credit card information and other personal information as necessary.

Our technology may employ tracking pixels. A tracking pixel is a piece of code embedded on a web page that collects information about visitors' behavior on that web page. The tracking pixel can either be provided by the advertising channels, affiliate networks or by Varsity News Network, LLC. The tracking pixel may include a command to create cookies.

Google, as a third party vendor, uses cookies to serve ads on the sites of VNN partner schools.

Google's use of the DART cookie enables it to serve ads to users of sites of VNN partner schools based on their visit to the sites of VNN partner schools and other sites on the Internet.

Users may opt out of the use of the DART cookie by visiting the Google ad and content network privacy policy.

What do we use your information for?

Any of the information we collect from you may be used in one of the following ways:

To personalize your experience (your information helps us to better respond to your individual needs)

To improve our site (we continually strive to improve our site offerings based on the information and feedback we receive from you)

To improve customer service (your information helps us to more effectively respond to

your customer service requests and support needs)

To administer a VNN contest, promotion, survey or other site feature

To send periodic emails

The email address you provide for order processing, may be used to send you information and updates pertaining to your order, in addition to receiving occasional company news, updates, related product or service information, etc.

How do we protect your information?

We implement a variety of security measures to maintain the safety of your personal information when you enter, submit, or access your personal information.

We offer the use of a secure server. All supplied sensitive/credit information is transmitted via Secure Socket Layer (SSL) technology. Access to your account is password protected, and passwords are stored using a salted one way hash that cannot be reversed into a clear-text password.

Managing Information

You are able to delete certain Personal Information we have about you. The Personal Information you can delete may change as the Website and Services change.

To request that we delete or modify information posted on our site or shared on a school page via Social Media, please contact our support team at connect@vnnsports.net.

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 sites or service providers systems to recognize your browser and capture and remember certain information.

We use cookies to understand and save your preferences for future visits, keep track of advertisements and compile aggregate data about site traffic and site interaction so that we can offer better site experiences and tools in the future.

Google, as a third party vendor, uses cookies to serve ads on the sites of VNN partner

schools. Google's use of the DART cookie enables it to serve ads to users of sites of VNN partner schools based on their visit to the sites of VNN partner schools and other sites on the Internet. Users may opt out of the use of the DART cookie by visiting the Google ad and content network privacy policy.

Do we share your information with third-parties?

We do not sell, trade, or otherwise transfer to outside parties your personally identifiable information. This does not include trusted third parties who assist us in operating our site, conducting our business, or servicing you, so long as those parties agree to keep this information confidential. Those trusted third-party partners may:

- Provide you and our partner schools with various services
- Provide database maintenance and security
- Help us manage transactions
- Help us process and fulfill orders or requests
- Create an account on such third-party site to provide various services to you
- Allow a "single-sign-on" where after you log-in to VNN you will not have to log-in to our partner websites

We may also release your information when we believe release is appropriate to comply with the law, enforce our site policies, or protect ours or others' rights, property, or safety.

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

User Consent and Terms of Service

By using our site, you consent to our privacy policy and our terms of service.

Please visit our Terms of Service section establishing the use, disclaimers, and limitations of liability governing the use of our site at <http://vnnsports.net/user-agreement>.

Third party links

Occasionally, at our discretion, we may include or offer third party products or services on our site. 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.

California Online Privacy Protection Act Compliance

Because we value your privacy we have taken the necessary precautions to be in compliance with the California Online Privacy Protection Act.

As part of the California Online Privacy Protection Act, all users of our site may make any changes to their information at any time by logging into their control panel and going to the 'Edit Profile' page.

VNN tracks its Users over time and across third party websites to provide targeted advertising and therefore does not respond to Do Not Track (DNT) signals.

Children's Online Privacy Protection Act Compliance

We are in compliance with the requirements of COPPA (Children's Online Privacy Protection Act), we do not collect any information from anyone under 13 years of age.

Our site, products and services are all directed to people who are at least 13 years old or older.

Changes to our Privacy Policy

If we decide to change our privacy policy, we will post those changes on this page.

Contacting Us

If there are any questions regarding this privacy policy you may contact us using the information below.

VNN Sports / Distributed Website Corporation

ATTN: Privacy Officer

550 N Reo St.

Tampa, FL 33609



TERMS OF USE

Last updated July 2022. Replaces all prior versions.

Please read these terms of use carefully before accessing or using the website or the app.

1. Introduction

Welcome to GoFan. GoFan is an interactive online platform that offers marketing, ticketing, and promotional services to primary, secondary, and higher education markets (“GoFan Service”) and is operated by Huddle Tickets, LLC. (“**Huddle**”, “**us**”, “**we**”, or “**our**”). These “Terms of Use” apply to the GoFan website located at <https://www.gofan.co/>, or at another URL as Huddle may designate from time to time, the related GoFan mobile application and other interactive features or downloads that are operated by us and are available through, or interact with, such GoFan website or GoFan mobile application (“Mobile Application”) (collectively, “**Website(s)**”), however accessed and/or used, whether via personal computers, mobile devices, or otherwise (collectively, “**Device(s)**”). As used in these Terms of Use, the term “you” or “your” refers to each user accessing the Website. If you do not agree with any of the terms or conditions in these Terms of Use, you must not access or use the Website.

2. Term

By accessing or using our Website, you agree to be bound by GoFan’s Terms of Use and our [Privacy Policy](#), incorporated herein by reference. Upon your initial access to or use of our Website, the term of these Terms of Use (the “Term”) will begin. The Term will continue for as long as you continue to access or use our Website and/or for as long as you have a GoFan account (your “Account”), which may be until you close or we terminate your Account in accordance with these Terms of Use, whichever happens first.

From time to time, we may make revisions to these Terms of Use and the policies relating to the GoFan Service. The top of this page has the date of these Terms of Use. We may notify you of changes in ways such as with a pop-up or by sending you an email to the email address associated with your Account. You agree that it is your responsibility to visit these Terms of Use periodically to review any such revisions. By either consenting to the Terms of Use or continuing to access or use the Website after revisions are effective, you accept and agree to abide by them.

You agree that these Terms of Use are supported by good and valuable consideration, the receipt and sufficiency of which you hereby acknowledge. Such consideration includes, without limitation, your accessing the Website and use of the GoFan Service.

Additional Terms & Conditions on our use of SMS can be found in the [SMS Terms of Use](#)

3. Intellectual Property Rights

The Website and its entire contents, 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 Huddle, 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. These Terms of Use permit you to use the Website for your personal, non-commercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our Website, except as follows:

- Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.
- You may store files that are automatically cached by your web browser for display enhancement purposes.
- You may print one copy of a reasonable number of pages of the Website for your own personal, non-commercial use and not for further reproduction, publication, or distribution.
- If we provide desktop, mobile, or other applications for download, you may download a single copy to your computer or mobile device solely for your own personal, non-commercial use, provided you agree to be bound by our end user license agreement for such applications.
- If we provide social media features with certain content, you may take such actions as are enabled by such features.

You must not:

- Modify copies of any materials from this Website.
- Use any illustrations, photographs, video or audio sequences, or any graphics separately from the accompanying text.
- Delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from this site.

You must not access or use for any commercial purposes any part of the Website or any services or materials available through the Website except as offered for commercial purposes. If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the Website in breach of the Terms of Use, your right to use the Website will stop immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title, or interest in or to the Website or any content on the Website is transferred to you, and all rights not expressly granted are reserved by Huddle. Any use of the Website not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark, and other laws.

3.1 Copyright License.

You shall not (and shall not permit anyone else to) download, copy, modify, rent, loan, distribute, create a derivative work of, reverse engineer, decompile, or otherwise attempt to discover the source code (unless expressly permitted or required by law); or sell, lease, sublicense, assign, grant a security interest in or otherwise transfer any right in the Software; and you shall not exploit the Website in any unauthorized way whatsoever, including, but not limited to, by circumventing, removing, altering, deactivating, degrading or thwarting any of the protections in the Website; trespass; or burdening network capacity. You may not download, modify, copy, distribute, transmit, publicly display, perform, reproduce, duplicate, publish, license, create derivative works from, or offer for sale any information contained on, or obtained from or through, the Website without our express written consent. **THE USE OF THE SOFTWARE OR ANY PART OF THE WEBSITE, EXCEPT FOR USE OF THE WEBSITE AS PERMITTED IN THESE TERMS OF USE, IS STRICTLY PROHIBITED, AND INFRINGES ON THE INTELLECTUAL PROPERTY RIGHTS OF OTHERS AND MAY SUBJECT YOU TO CIVIL AND CRIMINAL PENALTIES, INCLUDING POSSIBLE MONETARY DAMAGES, FOR COPYRIGHT INFRINGEMENT.**

3.2 Trademark Information.

Go®, GoFan®, Huddle® and other trademarks, service marks, graphics, and logos used in connection with the Website may be service marks or registered service marks of Huddle or its affiliates or licensors. Other trademarks, service marks, graphics, and logos used in connection with the Website and GoFan Service, including but not limited to the logos of the affiliate schools (“Affiliate(s)”) on such Affiliate’s page on the Website, may be the trademarks of their respective owners. You must not use such marks without prior written permission of Huddle.

4. Your Account

In order to use the GoFan Service as a registered user, you must enter the email address and password that you used to sign up for the GoFan Service and to authenticate your Account. You agree and confirm that you provided accurate and complete information when you registered with the GoFan Service (“GoFan Registration Data”), and you agree to update your GoFan Registration Data to keep it accurate and complete. Failure to provide accurate, current and complete GoFan Registration Data may result in the suspension and/or termination of your Account. You acknowledge and agree that Huddle will use the GoFan Registration Data you provide for use in maintaining your Account and that Huddle may, in our sole discretion, refuse service, terminate accounts of any users, and change eligibility requirements at any time.

Do not reveal your Account information to anyone else. You are solely responsible for maintaining the confidentiality and security of your Account and for all activities that occur on or through your Account, and you agree to immediately notify Huddle of any security breach of your Account. You further acknowledge and agree that you should not share your Account and/or password details with another individual. Provided we have exercised reasonable skill and due care, Huddle shall not be responsible for any losses arising out of the unauthorized use of your Account resulting from you not following these rules.

You agree that all information you provide to register with this Website or otherwise, including but not limited to through the use of any interactive features on the Website, is governed by our [Privacy Policy](#), and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

The owner of the Website is based in the United States. We provide this Website for use only by persons located in the United States. We make no claims that the Website or any of its content is accessible or appropriate outside of the United States. Access to the Website may not be legal by certain persons or in certain countries. If you access the Website from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

The Mobile Application or its underlying technology may not be downloaded to or exported or re-exported outside of the United States.

4.1 Age Restrictions and Use of Service.

If you are under eighteen (18) years of age, then you must have parental permission to use the Website, and meet other applicable requirements as set forth in these Terms. If you permit your child or legal ward under eighteen (18) years of age (“Child”) to use the Website, you hereby agree to these Terms of Use on behalf of both yourself and your Child. You further agree that you are solely responsible for any and all use of the Website by your Child, regardless of whether you authorized such use.

5. Online Marketplace

The GoFan Service allows you to buy and Affiliates to sell event tickets (“Ticket(s)”) and spirit wear or other branded merchandise (“Merchandise”) through our online marketplace. The GoFan Service also includes other services such as allowing you to register for summer camp, contribute to a fundraiser, and engage with other services offered by Affiliates (collectively, “Service(s)”). The Affiliates (and not Huddle) set the prices for Tickets, Merchandise, and Services. Huddle may provide pricing, shipping, listing and other guidance on the Website, and such guidance is solely informational. Huddle has no control over and does not guarantee the safety or legality of the Tickets, Merchandise or Services; the truth or accuracy of the Affiliate’s content or listings; or the ability of an Affiliate to sell Tickets, Merchandise or Services or your ability to pay for them. In no event shall Huddle be responsible for the provision of Tickets, Merchandise or Services provided by Affiliates.

6. Buying Tickets, Merchandise, and Services

You are responsible for reading the complete listing before making a commitment to buy Tickets, Merchandise, or Services. You cannot change or cancel any orders after the sale is complete. **All sales are final and non-refundable.** At any time, and for any reason, we may provide a refund, discount, or other consideration to you (“credits”). The amount and form of such credits, and the decision to provide them, are at our sole and absolute discretion. The provision of credits in one instance does not entitle you to credits in the future for similar instances, nor does it obligate us to provide credits in the future, under any circumstance.

6.1 Fees and Other Charges.

You may be charged additional fees for buying Tickets, Merchandise or Services through the Website and/or otherwise using the GoFan Service, including but not limited to additional amounts owed to GoFan, third party companies, and/or governmental entities including tax (collectively referred to as "Convenience Fees"). All taxes owed, whether or not itemized as part of the Convenience Fees, are your responsibility. Convenience Fees may vary depending on event type and location, type of Merchandise, and type of Service and may be changed at any time.

6.2 Payments.

Credit card transactions are handled by established third party banking institutions and processing agents. Such third-party banking institutions and processing agents receive the information needed to verify and authorize your credit card or other payment information. Payments received for Tickets, Merchandise, and Services purchased via the GoFan Service are processed by such established third-party banking institutions and processing agents on behalf of the Affiliate and credited to the Affiliate in accordance with Huddle's individual agreement with each Affiliate.

Payments are due and payable immediately. You can pay the full order amount, which includes any applicable Convenience Fees and taxes, using one of the accepted payment methods.

Your obligation to pay for a Ticket, Merchandise, or Service is satisfied when Huddle has received the payment in full.

6.3 No Resale.

You are strictly prohibited from reselling any Tickets, Merchandise, Services, or other products or services available on the Website.

7. Mobile Tickets

Rather than bringing a print-at-home barcoded Ticket ("Printed Ticket") or confirmation number to an event, some Affiliates' events give you the option of having your Ticket delivered to your mobile Device through GoFan's mobile application ("Mobile Ticket"). There are also some events wherein the only Ticket that will be accepted is a Mobile Ticket.

Mobile Tickets will be stored on your Account. If you are required to bring a Printed Ticket to an event, and you lose your Printed Ticket, you can reprint your Printed Ticket by accessing your Account on a mobile Device. If you do not have access to your mobile Device when you are attending an event, you can log in to your Account on the GoFan mobile application using another person's compatible mobile Device, and you will be able to access any Mobile Tickets on your Account on such device. Each Mobile Ticket will be treated like any other valid Ticket. Mobile Tickets are individually redeemed and allow for only one entry per Mobile Ticket, so any attempts to duplicate, alter, or sell any copies of the Mobile Ticket may result in admittance being refused to the event.

8. Event Cancellations, Postponement and Other Event Changes

8.1 Cancellation.

At the direction of the Affiliate hosting an event that has been cancelled, Huddle may remove the event and any listings related to the event from the Website, and we may inform you about the cancellation with further instructions pertaining to rescheduling.

8.2 Postponement.

If an event is postponed, Huddle will work with the Affiliate on a case-by-case basis attempting to resolve any ticket issues.

8.3 Other Event Changes.

Huddle is not responsible for partial performances, venue or time changes, or oversold events. No Ticket refunds will be issued in these instances. Huddle recommends that you contact the Affiliate responsible for such event to address any event-related concerns.

9. Third Party Resources

Applications, software, and websites of one or more third parties may be accessible through the Website and/or in connection with your Account ("Third Party Resources"). Your use of Third-Party Resources is subject to the terms and conditions of use and/or privacy policies established by such third parties, and Huddle shall have no liability or responsibility for the privacy practices or other actions of any Third-Party Resources. You are solely responsible for any and all material that you post, re-post, share in connection with any Third-Party Resources or otherwise engage with such Third-Party Resources. Some third parties may impose fees for access to Third Party Resources, and you are responsible for all such fees. You hereby agree to indemnify Huddle and its affiliates, subsidiaries, officers, directors, employees, agents, contractors, partners and licensors against all claims, injuries and/or damages, including, without limitation, attorneys' fees that arise from or are related to your use of any Third-Party Resources.

10. Rules for Sweepstakes, Contests and Games

In addition to these Terms of Use, sweepstakes, contests, games, or other promotions (collectively, "Promotions") made available through the Website may have specific rules that are different from these Terms of Use. By participating in a Promotion, you will become subject to the Promotion's rules. We urge you to review the Promotion's rules before you participate in a Promotion. Promotion rules will control over any conflict with these Terms of Use.

11. Access to and Use of Your Account

Huddle reserves the right to take steps Huddle believes are reasonably necessary or appropriate to enforce and/or verify compliance with any part of these Terms of Use. You acknowledge and agree that Huddle may, without liability to you, access, use, preserve and/or disclose your Account information and content to law enforcement authorities, government officials, and/or a third party, as Huddle believes is reasonably necessary or appropriate, if legally required to do so or if we have a good faith belief that such access, use, disclosure, or preservation is reasonably necessary to: (a) comply with legal process or request; (b) enforce these Terms of Use, including investigation of any potential violation thereof; (c) detect, prevent or otherwise address security, fraud or technical issues; or (d) protect the rights, property or safety of Huddle, its users, a third party, or the public as required or permitted by law.

You agree that Huddle and its subsidiaries and agents may collect, maintain, process and use diagnostic, technical, usage and related information, including, but not limited to, technical information about your computer, system, WiFi and application software, and peripherals, that is gathered periodically to facilitate the provision of software updates, product support and other services to you (if any) related to the Website, and to verify compliance with these Terms of Use. To enable Huddle's partners and third-party developers to improve their software, hardware and services designed for use with the Website, Huddle may also provide any such partner or third-party developer with a subset of diagnostic information that is relevant to that partner's or developer's software, hardware and/or services, as long as the diagnostic information is in a form that does not personally identify you.

12. Our Privacy Policy

You understand that by using the Website, you consent and agree to the collection and use of certain information about you, which may include Personally Identifiable Information, and that your use of the Website is in accordance with our Privacy Policy, which is incorporated herein. For more information, please read our full [Privacy Policy](#).

13. Additional Terms for Mobile Device Users

If you are accessing the Website or Services through a mobile Device, including the GoFan mobile application or any other mobile application hereinafter created, the following additional terms apply.

13.1 Mobile Application Use.

Huddle grants you the right to use the mobile application only for your personal use. You must comply with all applicable laws and third-party terms of agreement when using the mobile application (e.g. your wireless data service agreement). The mobile application may not contain the same functionality available on the applicable GoFan website.

14. Content

The Website may contain message boards, chat rooms, personal web pages or profiles, forums, bulletin boards, and other interactive features that allow users to post, submit, publish, display, or transmit to other users or other persons content or materials (collectively, "User Content") on or through the Website. You are solely responsible for your User Content. By submitting User Content, you grant Huddle a non-exclusive, worldwide, perpetual (or for the duration of any copyright or other rights in such content), irrevocable, royalty-free, transferable, sublicensable (through multiple tiers) right to use, reproduce, distribute, create derivative works from, publicly perform, display, store, or publish in any way, in any media known now or in the future. You grant Huddle the right to use your name or image in association with your User Content, if we so choose. Further, to the fullest extent permitted under applicable law, you waive your moral rights in the content and promise not to assert such rights against us, our sublicensees or assignees.

You represent and warrant that the User Content: (a) is owned by you or you control all necessary rights to it; (b) does not violate, misappropriate, or infringe on the rights of any third party including intellectual property rights, privacy rights or publicity rights; (c) is accurate, not obscene, false, libelous or defamatory; and (d) will not cause injury to any person, entity or system. You will indemnify Huddle for any and all claims resulting from your User Content. Huddle has the right but not the obligation to monitor, edit or remove your User Content. The User Content is non-confidential, and Huddle will not be liable for its use or disclosure.

User Content must in their entirety comply with all applicable federal, state, local, and international laws and regulations. Without limiting the foregoing, User Content must not:

- Contain any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable.
- Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age.
- Infringe any patent, trademark, trade secret, copyright, or other intellectual property or other rights of any other person.
- Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms of Use and our Privacy Policy
- Be likely to deceive any person.
- Promote any illegal activity, or advocate, promote, or assist any unlawful act.
- Cause annoyance, inconvenience, or needless anxiety or be likely to upset, embarrass, alarm, or annoy any other person.

- Impersonate any person or misrepresent your identity or affiliation with any person or organization.
- Involve commercial activities or sales, such as contests, sweepstakes and other sales promotions, barter, or advertising.
- Give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.

14.1 Image or Likeness.

By purchasing a ticket through the Website or otherwise, you expressly grant to the Affiliate and its agents, except where prohibited by law, the right and license to use your image or likeness (and that of any accompanying ticket holders including but not limited to minors) in any live or recorded transmission or reproduction of the game or event, or any part thereof, for all purposes, in any and all media, without compensation.

15. Limitations of Use

You agree that you will NOT use the Website to:

- upload, download, post, email, transmit, store or otherwise make available any content that is unlawful, harassing, threatening, harmful, tortious, defamatory, libelous, abusive, violent, obscene, vulgar, invasive of another's privacy, hateful, racially or ethnically offensive, or otherwise objectionable;
- stalk, harass, threaten or harm another;
- request personal or other information from a minor (any person under the age of 18 or such other age as local law defines as a minor) who is not personally known to you, including, but not limited to, any of the following: full name or last name, home address, zip/postal code, telephone number, picture, or the names of the minor's school, church, athletic team or friends;
- pretend to be anyone, or any entity, you are not — you may not impersonate or misrepresent yourself as another person (including celebrities), entity, another Website user, a Huddle employee, or a civic or government leader, or otherwise misrepresent your affiliation with a person or entity;
- engage in any copyright infringement or other intellectual property infringement (including uploading any content to which you do not have the right to upload), or disclose any trade secret or confidential information in violation of a confidentiality, employment, or nondisclosure agreement;
- upload, post, email, transmit, store or otherwise make available any material that contains viruses or any other computer code, files or programs designed to harm, interfere or limit the normal operation of the Website (or any part thereof), or any other computer software or hardware;

- interfere with or disrupt the Website (including accessing the Website through any automated means, like scripts or web crawlers), or any servers or networks connected to the Website, or any policies, requirements or regulations of networks connected to the Website (including any unauthorized access to, use or monitoring of data or traffic thereon);
- plan or engage in any illegal activity; and/or
- gather and store personal information of any other users of the Website to be used in connection with any of the foregoing prohibited activities.

16. Termination of Your Account

Your rights under these Terms of Use will automatically terminate without notice if you fail to comply with its terms. Huddle may at any time, under certain circumstances and without prior notice, immediately terminate or suspend all or a portion of your Account and/or access to the Website. Cause for such termination shall include: (a) violations of these Terms of Use or any other policies or guidelines that are referenced herein and/or posted on the Website; (b) a request by you to close your Account; (c) a request and/or order from law enforcement, a judicial body, or other government agency; (d) where provision of the Website to you is or may become unlawful; (e) unexpected technical or security issues or problems; or (f) your participation in fraudulent or illegal activities. Any such termination or suspension shall be made by Huddle in its sole discretion and Huddle will not be responsible to you or any third party for any damages that may result or arise out of such termination or suspension of your Account and/or access to the Website.

Upon termination of your Account, you will lose all access to the Website and any portions thereof, including, but not limited to, your Account and any User Content you posted on the Website. In addition, after a period of time, Huddle will delete information and data stored in or as a part of your Account and User Content, provided we may retain and use your information and User Content as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements. Consistent with these requirements, we will try to delete your information and User Content as soon as is reasonably practical. You understand and acknowledge that there might be latency in deleting information from our servers and back-up versions might exist after deletion. Any individual components of the Website that you may have used subject to separate software or other license agreements will also be terminated in accordance with those agreements.

17. The Website Is Provided "as-is"; Internet Connectivity

YOU EXPRESSLY UNDERSTAND AND AGREE THAT THE WEBSITE, ITS CONTENTS, TICKETS, MERCHANDISE, SERVICES, AND ITEMS OBTAINED THROUGH THE WEBSITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND THAT FROM TIME TO TIME HUDDLE MAY REMOVE THE WEBSITE FOR INDEFINITE PERIODS OF TIME, OR TERMINATE ACCESS TO THE WEBSITE IN ACCORDANCE WITH THESE TERMS OF USE. HUDDLE AND ITS AFFILIATES, SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED,

INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. IN PARTICULAR, HUDDLE AND ITS AFFILIATES, SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS DO NOT GUARANTEE, REPRESENT OR WARRANT THAT THE WEBSITE, ITS CONTENTS, TICKETS, MERCHANDISE, SERVICES, OR ITEMS OBTAINED THROUGH THE WEBSITE (I) WILL MEET YOUR REQUIREMENTS; (II) WILL BE TIMELY, UNINTERRUPTED, SECURE OR ERROR-FREE; (III) WILL BE ACCURATE OR RELIABLE; (IV) WILL NOT CONTAIN DEFECTS; OR (V) WILL BE FREE FROM LOSS, CORRUPTION, ATTACK, VIRUSES, INTERFERENCE, HACKING, OR OTHER SECURITY INTRUSION.

ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE WEBSITE IS ACCESSED AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. YOU FURTHER ACKNOWLEDGE THAT THE WEBSITE IS NOT INTENDED OR SUITABLE FOR USE IN SITUATIONS OR ENVIRONMENTS WHERE THE FAILURE OR TIME DELAYS OF, OR ERRORS OR INACCURACIES IN, THE CONTENT, DATA OR INFORMATION PROVIDED BY THE WEBSITE COULD LEAD TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE.

TO ACCESS THE GOFAN SERVICE, DEVICES MUST BE CONNECTED TO THE INTERNET. FAILURE TO MAINTAIN THE SPECIFIED INTERNET CONNECTION REQUIREMENTS MAY RESULT IN YOUR INABILITY TO ACCESS THE GOFAN SERVICE. IF YOU FAIL TO MAINTAIN AN INTERNET CONNECTION, THE QUALITY AND AVAILABILITY OF THE GOFAN SERVICE WILL BE AFFECTED. YOU ARE RESPONSIBLE FOR ALL COSTS AND ANY OTHER CHARGES OR EXPENSES CHARGED BY YOUR INTERNET SERVICE PROVIDER.

18. Limitation of Liability

18.1 Use of the Website.

EXCEPT AS SPECIFICALLY PROVIDED IN THESE TERMS OF USE, NEITHER HUDDLE NOR ITS AFFILIATES, SUPPLIERS, EMPLOYEES, AGENTS, OR CONTRACTORS SHALL UNDER ANY CIRCUMSTANCES OR UNDER ANY LEGAL THEORY (INCLUDING, BUT NOT LIMITED TO, TORT OR CONTRACT) HAVE ANY LIABILITY TO YOU OR TO ANY OTHER PERSON OR ENTITY FOR ANY LOSSES, DAMAGES, OR COSTS INCLUDING BUT NOT LIMITED TO:

(A) ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL LOSSES OR DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF EARNINGS, LOSS OF BUSINESS OPPORTUNITIES, PERSONAL INJURIES, OR DEATH) THAT RESULT DIRECTLY OR INDIRECTLY FROM OR IN CONNECTION WITH YOUR RELIANCE ON OR USE OF THE WEBSITE, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE WEBSITE OR OTHER WEBSITES (INCLUDING, BUT NOT LIMITED TO, ANY MISTAKES, OMISSIONS, INTERRUPTIONS, COMPUTER OR OTHER HARDWARE OR SOFTWARE BREACH, FAILURES OR MALFUNCTIONS, DELETION OR CORRUPTION OF FILES, WORK STOPPAGE, ERRORS, DEFECTS, DELAYS IN OPERATION, DELAYS IN TRANSMISSION, OR FAILURE OF PERFORMANCE OF THE WEBSITE, OR ANY OTHER

MISTAKES, OMISSIONS, LOSS OF EMAIL OR OTHER INFORMATION OR DATA); OR USE OF THE TICKETS (INCLUDING ATTENDING AN EVENT FOR WHICH THE TICKETS WERE ISSUED), USE OF THE MERCHANDISE, OR USE OF THE SERVICES; OR

(B) ANY LOSSES, CLAIMS, DAMAGES, EXPENSES, LIABILITIES, LEGAL FEES, OR OTHER COSTS THAT RESULT DIRECTLY OR INDIRECTLY FROM OR IN CONNECTION WITH ANY ALLEGATION, CLAIM, SUIT, OR OTHER PROCEEDING BASED UPON A CONTENTION THAT THE USE OF THE WEBSITE OR USE OF THE TICKETS (INCLUDING ATTENDING AN EVENT FOR WHICH THE TICKETS WERE ISSUED), USE OF THE MERCHANDISE, OR USE OF THE SERVICES, BY YOU OR ANY OTHER PERSON OR ENTITY INFRINGES UPON THE CONTRACTUAL RIGHTS, PRIVACY, CONFIDENTIALITY, COPYRIGHT, PATENT, TRADEMARK, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

NEITHER HUDDLE NOR ANY OF ITS AFFILIATES, SUPPLIERS, EMPLOYEES, AGENTS, OR CONTRACTORS SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY DAMAGE, LOSS, OR DESTRUCTION TO YOUR DEVICE(S). THIS SHALL BE YOUR SOLE AND EXCLUSIVE REMEDY RELATING TO SUCH ACTIVITY.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

18.2 Attending an Event.

HUDDLE HAS ABSOLUTELY NO LIABILITY ARISING OUT OF OR RELATED TO YOUR USE OF THIS WEBSITE, ITS CONTENTS, THE TICKETS, MERCHANDISE AND ANY OTHER ITEMS OBTAINED THROUGH THE WEBSITE, INCLUDING BUT NOT LIMITED TO ANYTHING THAT OCCURS AT ANY EVENT. EXCEPT WHERE AN AFFILIATE HAS LEGAL OR CONTRACTUAL ACCOUNTABILITY TO YOU, YOU VOLUNTARILY ASSUME ALL RISKS AND DANGER INCIDENTAL TO THE EVENT FOR WHICH THE TICKET IS ISSUED, WHETHER OCCURRING BEFORE, DURING OR AFTER THE EVENT. YOU EXPRESSLY WAIVE ANY AND ALL CLAIMS AGAINST HUDDLE AND ALL OF OUR RESPECTIVE AFFILIATED ENTITIES, AGENTS, OFFICERS, DIRECTORS, OWNERS AND EMPLOYEES ON BEHALF OF YOURSELF AND ANY ACCOMPANYING PERSON (INCLUDING MINOR) ARISING OUT OF OR RELATED TO ANY EVENT, INCLUDING BUT NOT LIMITED TO PERSONAL INJURY, PROPERTY DAMAGE OR DEATH.

18.3 Restrictions on Limitation of Liability.

Certain of the above limitations may not apply if your state does not allow the exclusion or limitation of implied warranties or does not allow the limitation or exclusion of incidental or consequential damages. In those states, the liability of Huddle and its employees, affiliates, suppliers, agents, and contractors is limited to the maximum extent permitted by law. All limitations and disclaimers stated in these Terms of Use also apply to Huddle's third-party contractors, as third-party beneficiaries of these Terms of Use. All representations, indemnifications, and limitations of liability contained herein shall survive the termination of these Terms of Use; any other obligations of the parties hereunder shall also survive, if they relate to the period before termination or if, by their terms, they would be expected to survive such termination.

19. Indemnity

You agree that you shall be responsible for and shall defend, indemnify, and hold harmless Huddle, its affiliates and their respective employees, affiliates, suppliers, agents and contractors and shall reimburse the foregoing for any damages, losses or expenses (including, without limitation, reasonable attorneys' fees and costs) incurred by any of the foregoing in connection with any claims, suits, judgments, and causes of action arising out of (a) any violation of applicable laws or regulations by you (or any parties who use your Account, with or without your permission, to access the Website); (b) your use of the Website, including, without limitation, any data, information or User Content that you post or upload to the Website; (c) violation or infringement of contractual rights, privacy, confidentiality, copyright, patent, trademark, trade secret, or other intellectual property and proprietary rights arising from your use of the Website or your use of the Tickets (including attending an event for which the Tickets were issued), your use of the Merchandise, or your use of the Services; (d) your breach of any provision of these Terms of Use; and (e) any liabilities, claims, injuries, death, loss and/or damages of any kind arising from or related to any event for which the Ticket was issued.

20. Electronic Communications

You agree that we may make communications available to you by posting them on the Website or sending an email to the email address you provide to us that is associated with your Account, or both and that such communications, as well as notices, disclosures, agreements and other communications that we provide to you electronically, are equivalent to communications in writing and shall have the same force and effect as if they were in writing and signed by us.

21. Dispute Resolution; Mandatory Binding Arbitration; Class Action Waiver

IF YOU FOLLOW THE PROCEDURES SET FORTH IN SECTION 22.1 BELOW, YOU HAVE THE RIGHT TO OPT OUT OF THIS DISPUTE RESOLUTION PROVISION (EXCEPT JURY TRIAL WAIVER) WITHIN 30 DAYS OF YOUR ACCEPTANCE OF THESE TERMS OF USE AS DEFINED IN SECTION 2 ABOVE (THE "OPT-OUT PERIOD"). OTHERWISE, YOU WILL BE BOUND TO SETTLE ANY DISPUTES YOU MAY HAVE WITH HUDDLE THROUGH THE FOLLOWING DISPUTE RESOLUTION PROCEDURES.

YOU AND HUDDLE AGREE TO ARBITRATE — RATHER THAN LITIGATE IN COURT — any and all claims, disputes, or controversies between you and Huddle, including any parents, subsidiaries, affiliates, officers, directors, employees, or agents of Huddle, whether based in contract, statute, regulation, ordinance, tort (including, but not limited to, fraud, misrepresentation, fraudulent inducement, negligence, or any other intentional tort) or other legal or equitable theory ("Dispute") that arise out of or in any way relate to these Terms of Use, any of the services provided under these Terms of Use or any other services or products that Huddle provides to you in connection with these Terms of Use (including but not limited to amounts that Huddle charges you for services or products provided, any alleged breach related to the collection,

retention or disclosure of your personal information, and any alleged violation of Huddle's Privacy Policy). You and Huddle also agree to arbitrate any and all Disputes that arise out of or relate in any way to any services or products provided to you by Huddle or any of its affiliated entities under any other agreement. Notwithstanding this agreement to arbitrate, you and Huddle may bring appropriate Disputes against each other in small claims court, if the Dispute falls within the small claims court's jurisdiction, or before the Federal Communications Commission, the relevant state public utilities commission, or any other federal, state, or local government agency authorized by law to hear the Dispute.

21.1 Opt Out.

You may opt out of this dispute resolution provision (except for the jury trial waiver contained in Section 22.6 below) by notifying Huddle of that intent during the Opt-Out Period stating that you are opting out of this dispute resolution provision:

By mail:

2080 Media, Inc.

2990 Brandywine Road, Suite 300

Atlanta, Georgia 30341

Attn: Legal Department

By e-mail:

DataRequest

Exercising this right, should you choose to do so, will not affect these Terms of Use with Huddle, and you may remain a GoFan user. If you opt out of the dispute resolution provision, that opt out will remain in effect if Huddle modifies this section in the future or you agree to a new term of service under these Terms of Use. If you enter into a new agreement with Huddle that includes a dispute resolution provision and you want to opt out of that provision, you will need to follow the instructions in that agreement for opting out.

21.2 Class Action Waiver.

You and Huddle agree that all Disputes between you and Huddle will be arbitrated individually, and that there will be no class, representative, or consolidated actions in arbitration. If you or Huddle brings a claim in small claims court, the class action waiver will apply, and neither of us can bring a claim on a class or representative basis. Furthermore, neither you nor Huddle may participate in a class or representative action as a class member if the class action asserts Disputes that would fall within the scope of this arbitration agreement if they were directly asserted by you or Huddle. We both agree that this class action waiver is an essential part of our arbitration agreement and that if this class action waiver is found to be unenforceable by any court or arbitrator then the entire arbitration agreement set forth in this Section 22 will not apply to any Dispute between you and Huddle, except for the provisions of Section 22.6 waiving the right to jury trial. This class action waiver may not be severed from our arbitration agreement.

21.3 Arbitrator Authority.

The arbitration between you and Huddle will be binding. In arbitration, there is no judge and no jury. Instead, our Disputes will be resolved by an arbitrator, whose authority is governed by these Terms of Use. You and Huddle agree that an arbitrator may only award such relief as a court of competent jurisdiction could award, limited to the same extent as a court would limit relief pursuant to these Terms of Use. An arbitrator may award attorneys' fees and costs if a court would be authorized to do so and may issue injunctive or declaratory relief if that relief is required or authorized by the applicable law, but that injunctive or declaratory relief may not extend beyond you and your dealings with Huddle. Review of arbitration decisions in the courts is very limited.

21.4 Informal Dispute Resolution.

You and Huddle agree that you will try to resolve Disputes informally before resorting to arbitration. If you have a Dispute, first call Tracy Henson at the following number: 678.218.0909. If the Huddle representative is unable to resolve your Dispute in a timely manner, you agree to then notify Huddle of the Dispute by sending a written description of your claim to:

By mail:

2080 Media, Inc.

2990 Brandywine Road, Suite 300

Atlanta, Georgia 30341

Attn: Legal Department – GoFan Dispute

By e-mail:

DataRequest

If Huddle does not satisfactorily resolve your claim within 30 calendar days of receiving written notice of your claim, then you may pursue the claim in arbitration. Neither you nor Huddle may initiate arbitration without first following the informal dispute resolution procedure provided in this paragraph and thereafter, if the Dispute is still not resolved, the party who desires to initiate arbitration must provide the other written notice of the intent to file for arbitration. If you are sending a written notice of your intent to file for arbitration to Huddle, please send such notice via:

By mail:

2080 Media, Inc.

2990 Brandywine Road, Suite 300

Atlanta, Georgia 30341

Attn: Legal Department – GoFan Arbitration

By e-mail:**DataRequest**

If Huddle is sending you a written notice of our intent to file for arbitration, we will send it to the last known address of record we have on file for you.

21.5 Arbitration Procedures.

You and Huddle agree that this Agreement and the services Huddle provides to you affects interstate commerce and that the Federal Arbitration Act and not state arbitration laws applies for all Disputes. All arbitrations shall be conducted by the American Arbitration Association ("AAA"). The AAA's rules are available on its website at WWW.ADR.ORG or by calling 1-800-778-7879. If the claim asserted in arbitration is for less than \$75,000, the AAA's Consumer Arbitration Rules will apply. If the claim asserted is for \$75,000 or more, the Commercial Arbitration Rules will apply. If there is a conflict between the AAA's rules and this dispute resolution agreement, this dispute resolution agreement shall control. To initiate arbitration, you must send a letter requesting arbitration and describing your claims to:

By mail:

2080 Media, Inc.

2990 Brandywine Road, Suite 300

Atlanta, Georgia 30341

Attn: Legal Department – GoFan Arbitration

By e-mail:**DataRequest**

You must also comply with the AAA's rules regarding initiation of arbitration. The arbitration will be held in the metro Atlanta, Georgia area. Each party will bear its own expenses in the arbitration and will share equally the costs of the arbitration; provided, however, that the arbitrator may, in his or her discretion, award costs and fees to the prevailing party. Arbitration shall be final and binding upon the parties. Judgment upon the award may be entered in any court having jurisdiction over the award or over the applicable party or its assets.

21.6 Jury Trial Waiver.

If for any reason this arbitration agreement is found to be unenforceable, or if you opt out of this dispute resolution agreement, you and Huddle expressly and knowingly WAIVE THE RIGHT TO TRIAL BY JURY. This means that a Judge rather than a Jury will decide Disputes between you and Huddle if, for any reason, the arbitration agreement is not enforced.

21.7 Survival.

The dispute resolution provision survives the termination of your Services with Huddle. If you bring a claim against Huddle after termination of your Account that is based in whole or in part on events or omissions that occurred while you were a Huddle customer, this dispute resolution provision shall apply.

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE, PRIVACY POLICY OR THE WEBSITE OR RELATED TO THE WEBSITE AND ITS OFFERINGS MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

22. Miscellaneous

Any and all rights not expressly granted to you in these Terms of Use are hereby reserved by Huddle.

These Terms of Use and their performance shall be governed by the laws of the State of Georgia, United States of America, without regard to its conflict of laws provisions. Notwithstanding the preceding sentence, if you access the Website in a state where that state's law requires that such state's law governs, then the law of that state (where so required) will be governed by the state where the Website is accessed.

In no event shall Huddle be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; it being understood that Huddle shall use reasonable efforts which are consistent with accepted practices in its industry to resume performance as soon as practicable under the circumstances.

You may not assign, convey, subcontract or delegate your rights, duties or obligations hereunder. Huddle may assign these Terms of Use to any purchaser of all or substantially all of the assets to which these Terms of Use relates.

Huddle may at any time amend and modify these Terms of Use and your continued use of the GoFan Service will be conditioned upon the terms and conditions in force at the time of your use. You may not modify these Terms of Use.

These terms and conditions shall be deemed severable. In the event that any provision is determined to be unenforceable or invalid, such provision shall nonetheless be enforced to the fullest extent permitted by applicable law, and such determination shall not affect the validity and enforceability of any other remaining provisions.

Any Sections that by their nature should survive the termination of your Account or expiration of these Terms of Use, or which would reasonably be expected to be performed after the termination of your Account or expiration of these Terms of Use, shall survive and be enforceable after termination of your

Account or expiration of these Terms of Use, including any licenses granted to Huddle hereunder which shall survive in accordance with its terms, and the provisions relating to ownership, indemnification, limitations of liability and governing law.

Huddle does not waive any provision or right Huddle fails to insist upon or enforce strict performance of any provision of these Terms of Use.

Unless otherwise agreed to by you and Huddle in writing, these Terms of Use and any other documents incorporated by reference (including hyperlinks) constitute the entire agreement and understanding between you and us with respect to the subject matter of these Terms of Use, and supersede any prior understandings or agreements (whether oral or written) regarding the subject matter.

23 Questions

If you have any questions, comments or complaints regarding these Terms of Use or the Website, please contact us as follows:

By mail:

About	Schools	Fans
About Us	Sell Tickets	Fan Support
News	GoFanHQ	
Careers	School Support	

GET THE GOFAN APP



[Privacy Policy](#) [Terms of Use](#)

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Connect with GoFan





PRIVACY POLICY

INTRODUCTION AND OVERVIEW

2080 Media, Inc. is committed to respecting your privacy. This Privacy Policy ("Privacy Policy") explains how 2080 Media Inc., including NFHS Network, GoFan, PlayOn! Sports, and its current affiliates ("we," "us," or "our"), collects, uses, shares, and protects your Personal Information whenever you access or use our products and services such as visiting our websites ("Sites") or mobile apps ("Apps"), calling customer service, submitting a resume, or sending an email (collectively, the "Services").

Please read this Privacy Policy carefully to understand our policies and practices regarding how we handle your Personal Information (defined below), because by continuing to access or use our Services, whether through a Site or an App, you accept and agree to be bound by all terms of this Privacy Policy. If you do not agree with any portion of it, then you must not access or use the Services.

This Privacy Policy is part of the terms and conditions of the use of our Services. You can find out more information regarding your rights and responsibilities in using the Services by reviewing our [Terms of Use](#).

This Privacy Policy does not apply to information collected or submitted through websites, mobile apps, or other online services maintained by other companies, even those linked from our Services or who advertise or provide links to our Services. You should review the privacy policies of those third parties. We are not responsible for the actions of those third parties, including their policies and practices with regard to your Personal Information.

This Privacy Policy explains:

- What information we collect and why we collect it.
- How we use cookies and similar technologies.
- How we use the information we collect.
- How we may disclose the information we collect.
- Promotions, rewards programs, and other programs.
- Your Rights and Choices.
- Information Security.
- Privacy of minors.

- Changes to this Privacy Policy.

INFORMATION WE COLLECT

We collect two types of information about you: Personal Information and Non-Personal Information. "Personal Information" generally means information that identifies you. It may be defined more particularly in the laws described below. "Non-Personal Information" is all other information—it does not identify you directly but may be linkable to you. When you interact with us, we may ask you to supply us with Personal Information so that we can provide, enhance, and personalize our Services and marketing efforts. We may combine the Personal Information you provide us with publicly available information about you, as well as information from other sources. When we do, that combined information will be considered and treated as Personal Information. We do not sell the data collected for the SMS program to third parties. This information is utilized only for communications to help the fans attend events.

We take your privacy very seriously, and we have adopted this Privacy Policy to explain what information may be collected on our Website, how we use this information, and under what circumstances we may disclose such information to third parties. This Privacy Policy, together with the Terms of Use posted on our Website, sets forth the general rules and policies governing your use of our Website. Depending on your activities when visiting our Website, you may be required to agree to additional terms and conditions.

A. Information You Provide Directly To Us

We may collect information directly from you in a number of ways including through a Site or App. Some of our Services require you to become a member or otherwise sign up for an account ("Account"). If you want to take advantage of any public sharing features we may offer, we might also ask you to create a publicly visible profile, which may include your name and photograph. The type of information that you provide to us will vary depending on the reason for the disclosure and Service provided, but we may collect the following categories of Personal Information directly from you:

- **Identification Information**, such as name, username, email, phone number, and postal address.
- **Legally Protected Information**, such as gender, age, and date of birth.
- **Biometric Information**, such as images and other media you may send to us. If you provide us video, images, or other media for sharing with others, we collect the content of that file or information to display it and store it.
- **Internet or Electronic Activity Information**, such as search queries.
- **Sensory Information**, such as or audio recordings left on answering machines. We also collect the content of messages you send to us, such as feedback, surveys, and reviews you write, or questions and information you provide for customer support. When you contact us, such as for customer support, phone conversations and chat sessions with our representatives may be monitored and recorded.

- **Employment Information**, such as job history and resume.
- **Education Information**, such as participation in activities and sports.
- **Inferences**, such as preferences including favorite schools, newsletters, or channels.

B. Information We Collect Automatically From You

We may collect the following categories of information automatically through your use of the Services:

- **Online Identifiers**, such as IP address and domain name.
- **Device information**, such as hardware model, operating system version, device event information such as crashes, system activity, hardware settings, unique device identifiers, and mobile network information including phone number. We may associate your device identifiers or phone number with your Account.
- **Internet or Electronic Network Activity Information**, such as browsing history, search history, browser type, browser language, the date and time of your request and referral URL, sites you visited before and after visiting our Site, cookies and other technology that may uniquely identify your browser or your Account (more information about cookies is below), web beacons, and pixel tags.
- **Inferences**, such as your interests and favorites, including the Services you use most often, apps that you use, teams you follow, and other subjects or areas of interest to you.
- **Geolocation information**. When you use a location-enabled Service, we may collect and process information about your actual location, like GPS signals sent by a mobile device. We also may use various technologies to determine location, such as sensor data from your device that may, for example, provide information on nearby Wi-Fi access points and cell towers.
- **Unique application numbers**. Certain Services include a unique application number. This number and information about your installation (for example, the operating system type and application version number) may be sent to us when you install or uninstall that Service or when that Service periodically contacts our servers, such as for automatic updates.
- **Sensitive Information**. Account information plus your password and precise geolocation.

COOKIES AND SIMILAR TECHNOLOGIES

As you interact with our Services, we and our service providers or contractors may place cookies and other technologies on your system. In general, these technologies can make the Internet more useful by storing information about your preferences and other useful information on a particular system. They can show us, for example, popular pages, conversion rates, viewing patterns, click-through, and other information that can be used to improve, operate, and monitor our Site and other aspects of our Services.

A. Cookies

We use "cookies" and other web technologies to collect information and support certain features of our Sites. Cookies are small data files stored on your device that act as a unique tag to identify your browser. Cookies help improve your user experience by giving you faster access to pages you already have visited and allowing you to personalize your pages. Cookies also help you to participate in some activities or events on our Sites and can keep track of items in your shopping cart or Account. Cookies allow us to analyze our Sites, manage our advertising, and customize our offerings.

The section below regarding your choices and rights discusses your ability not to accept cookies. Please note that if you do not accept cookies or the other technologies described in this section, some features, activities, or Services may not be available to you.

B. Flash Cookies

Flash cookies, also known as local shared objects ("LSOs"), are used with Adobe® Flash® Player. LSOs act like cookies in that they store information to provide you with a more customized experience, but LSOs can store complex data that cookies cannot, and LSOs are not deleted or rejected if you set your browser to delete or reject cookies.

C. Web Beacons, Pixel Tags And Clear GIFs

We also may use other technology, including web beacons, pixel tags, or clear GIFs, to provide us with important information such as when an e-mail has been opened. Companies that advertise on our Sites may place web beacons in their ads to help develop statistics on the effectiveness of advertising on our Sites. We do not control web beacons in third party ads.

HOW WE USE YOUR PERSONAL INFORMATION

We use information we collect from you for a number of purposes and in a number of ways.

We will use it for any purpose indicated at the time it is collected, e.g., if you enter a contest, we may use your information to contact you about the contest; if you purchase a Service, we use the information to supply the Service; if you sign up for a newsletter, we will use the information to send you the newsletter; if you send us a job application, we may review the application to assist in making hiring decisions.

We may use information we collect from you (alone or combined with other information) to better provide Services, improve our Sites, understand your needs, improve our products, manage content and advertising, send you offers and information, make Service recommendations, maintain site security, comply with law, protect intellectual property, and measure the effectiveness of our Services. For example, certain content or advertising may be connected to particular Site pages or videos or otherwise connected to your use of the Services.

We provide advertising on our Sites and may work with third party advertisers that use cookies, flash cookies, or other technology to help us better utilize and target advertising on our Sites. These technologies may keep track of the sites you have visited that are associated with an ad network. This information may be used for the purpose of targeting advertisements on our Sites and other sites based on those interests and to learn which ads bring users to our Sites.

By using our Services, including our Site or App and user interfaces, or providing information to us through any means, you agree that we can communicate with you electronically regarding security, privacy, and administrative issues relating to your use of the Services. This includes posting information on the Site or App, or sending an email to the email address you provided to us that is associated with your account, or both.

INFORMATION WE DISCLOSE

We are committed to maintaining your trust, and we want you to understand when and with whom we may share information collected about you.

A. With Your Consent

With your consent, we may share your Personal Information with third-party business partners and others included in the notice we gave to obtain your consent.

B. Authorized Service Providers and Contractors

We share your information with service providers and contractors for business purposes to help us with specialized services such as customer support, email and text message deployment, business analytics, marketing, and data processing. For example, we may share information with partners that analyze data regarding sports performance, or provide applications and services such as automatic calendaring, ticket processing, or email-related services.

C. Co-Branded Partners

Co-Branded Partners are third parties with whom we may jointly offer a service or feature. You can tell when you are accessing a service offered by a Co-Branded Partner because the Co-Branded Partner's name will be featured prominently. You may be asked to provide information about yourself to register for a service offered by a Co-Branded Partner. In doing so, you may be providing your information to both us and the Co-Branded Partner, or we may share your information with the Co-Branded Partner. Co-Branded Partner sites may have their own privacy notices or policies, which we strongly suggest you review.

D. Third Party Advertisers

Please note that we may share information with advertisers. We permit third party advertisers such as CBS Interactive Inc. and its affiliates and partners ("Third-party Advertisers") to place tags, scripts, and beacons ("Third-party Tags") on our Sites as part of the advertisements displayed on our Sites. These Third-party Tags may set cookies on your device and also may gather information about your device and the pages you visit on our site and on other Sites that display Third-party Tags. More information about those technologies can be found above. You should review the privacy policies and notices of our Third-party Advertisers for more information about how they use the information gathered through Third-party Tags. By visiting our Sites, you consent to the automatic collection and use of information by our Third-party Advertisers as described in this Privacy Policy and as described in the Third-party Advertisers' privacy policies as posted from time to time. Some of these Third-party Advertisers are members of the Network Advertising Initiative or the Digital Advertising Alliance and participate in the industry's opt out, available at <http://optout.networkadvertising.org/#/>.

If streaming videos displayed on our sites include Third-party Tags, the third parties that have provided the Third-party Tags also may receive information about videos you watch on our Sites and Apps, and you consent to the sharing of this information.

E. Google Analytics and Google AdWords

We use Google Analytics on our Sites to help us analyze traffic and improve services. For more information on Google Analytics' processing of Personal Information, please see <http://www.google.com/policies/privacy/partners/>. You may opt out of the use of Google Analytics here: <https://tools.google.com/dlpage/gaoptout>.

Our Sites also use the Google AdWords remarketing service to advertise on third party websites (including Google) to previous visitors to our site. That could mean that we advertise to previous visitors who haven't completed a task on our site, such as registering to become a member. This could be in the form of an advertisement on the Google search results page or a site in the Google Display Network. Third-party vendors, including Google, use cookies to serve ads based on someone's past visits to our sites. Any data we collect will be used in accordance with this Privacy Policy, and Google is responsible to abide by its own privacy policy. You can set your preferences for how Google advertises to you using the Google Ad Preferences page: <https://adssettings.google.com/>

F. Business Transfers

We reserve the right to transfer information about you to a successor organization if, for example, we transfer the ownership of some or all of our assets, transfer operations of a Site, enter bankruptcy, or merge with another organization. If such a transfer occurs, we will use reasonable efforts to direct the transferee

to use Personal Information in a manner consistent with this Privacy Policy. Following such a sale or transfer, you may contact the entity to which we transferred your Personal Information with any inquiries concerning the processing of that information.

G. Legal Requirements

We may disclose information about our users, including contact information, to respond to subpoenas, court orders, legal process, and other law enforcement measures, and to comply with other legal obligations, such as FCC requirements.

H. Protecting Our Sites and Users

If we believe that anyone's use of the Services may damage us, our Services, or any person or property, we may use or disclose relevant Personal Information to prevent such harm. We also may disclose information about you when we, in good faith, believe disclosure is appropriate in order to: prevent or investigate a possible crime, such as fraud or identity theft; protect the security of our Sites or Apps; enforce or apply our Terms of Use or other agreements; or protect our own rights or property or the rights, property, or safety of our users or others.

I. Non-Personal Information

We share Non-Personal Information and may do so for any reason. Likewise, we may share anonymized information (information that has had all data identifying an individual removed) with third parties, including to help us develop content and services we hope you will find of interest or to help these third parties develop their own products and service offerings. This sharing of anonymized information will not include Personal Information.

J. Social Sharing

You may elect to share information about your use of the Services, e.g., what games you watch on the NFHS Network Service, within the Services as well as on social networks. If any of the Services permit leaving comments, any comments you share or other information you disclose will be generally available for anyone to view, and you should not share any information that you would not want further disclosed.

One or more of the Services may enable you to post content to a social network service ("SNS") such as Facebook, Twitter, or LinkedIn. If you choose to do this, we will provide such information to the SNS. You acknowledge and agree that you are solely responsible for your use of each SNS and that it is your responsibility to review the terms of use and privacy policy of the third-party provider of such SNS. We will not be liable for: (i) the availability or accuracy of such SNS; (ii) the content, products, or services on or availability of such SNS; or (iii) your use of any SNS.

INFORMATION RETENTION

We will only keep your Personal Information for as long as necessary to fulfill the purposes for which we collected the information, as described in this Privacy Policy, unless a longer retention period is required or permitted by law (for example, for tax, accounting, or other legal requirements).

When we have no ongoing legitimate business need to process your Personal Information, we will either delete or anonymize your information, or, if this is not possible (for example, because your Personal Information has been stored in backup archives), we will securely store your Personal Information and isolate it from any further processing until deletion is possible.

PROMOTIONS, REWARDS PROGRAMS AND OTHER PROGRAMS

A. Newsletters and Promotional Emails

We may use your e-mail address or other methods to send you newsletters and messages about new Site features, special offers, promotional announcements, consumer surveys, and other correspondence concerning our Services. If you no longer want to receive marketing promotions from us, simply use your Account name and password to access your Account information on our Site and uncheck those items to unsubscribe or click on the UNSUBSCRIBE link in our email communications. Please note that you cannot unsubscribe from certain correspondence from us, including messages relating to your Account transactions.

B. Rewards Programs, Contests, Etc.

Enrolling in a rewards program or contest is completely voluntary. When you enroll in a rewards program or contest, we will collect Personal Information about you that may include your name, address, email, phone number, images, and/or other information. We store this information so that we can administer the program properly, process your rewards and winnings (if any), and communicate offers to you based on your interests. From time to time, we may ask you to supply other information about your household's consumer interests. Certain information may be required in order to participate in a rewards program or contest and other information may be voluntary. If you do not wish to provide any mandatory information, you may choose not to participate in any rewards program or contest.

Each rewards program and contest may have additional terms and conditions or policies that supersede this Privacy Policy. Please review the Terms of Use and any terms and policies connected with each such program and contest.

YOUR RIGHTS AND CHOICES

People have different privacy concerns. Our goal is to be clear about what information we collect and how we use and disclose it so that you can make meaningful choices about how it is used. For example, your Account settings permits you to manage certain preferences. The following are some of the rights and

responsibilities that you have concerning the privacy of your information.

A. Accessing and Updating Your Personal Information

If you choose to share personal information with us, you may have the opportunity to update that information on our Site. You also may update or amend your information by contacting us. If you ask us to deactivate your Account, we will disable your Account within a reasonable period of time. Please note that we may retain some information about you in order to address legal or security concerns. For example, some of your information may remain in back-up storage even if you ask us to delete it. In some cases, you may be entitled under local laws to access or object to the processing of information that we hold relating to you.

We may reject requests that are unreasonably repetitive, require disproportionate technical effort (for example, developing a new system or fundamentally changing an existing practice), risk the privacy of others, or would be impractical (for instance, requests concerning information residing on backup systems).

Where we can provide information access and correction, we will do so for free, except where it would require a disproportionate effort. We aim to maintain our Services in a manner that protects information from accidental or malicious destruction. Because of this, after you delete information from our Services, we may not immediately delete residual copies from our active servers or backup systems.

Access, correction, or deletion requests can be made by contacting Customer Support as provided below.

B. Information You Share

Many of our Services let you share information with others. Remember that when you share information publicly, it may be indexable by search engines. Our Services provide you with different options on sharing and removing your content, but that only applies to our Services.

C. Cookies

As we noted above, you may set your browser to block cookies, including cookies associated with our Services, or to indicate when a cookie is being set by us. The Help portion of the toolbar on most browsers will tell you how to prevent your browser from accepting new cookies, how to have the browser notify you when you receive a new cookie, or how to disable cookies altogether. Please remember that if your browser is set not to accept any cookies, you may not be able to use our Services or Sites or enjoy full functionality of the Services. For more information on cookies and how to disable them, you can consult the information provided by the Interactive Advertising Bureau at <http://www.allaboutcookies.org/>

From your mobile device, you can understand which third parties have currently enabled cookies and how to opt-out by accessing the Network Advertising Initiative's website at <http://www.networkadvertising.org/mobile-choices>. On iOS devices you may also select "Limit Ad

Tracking" and on Android devices you may select "Opt out of Interest-Based Ads" in your settings.

D. Do Not Track

Your browser may offer you a "Do Not Track" option, which allows you to signal to operators of websites and web applications and services (including behavioral advertising services) that you do not wish such operators to track certain of your online activities over time and across different websites. Our Services do not support Do Not Track requests at this time, which means that we collect information about your online activity while you are using our Services. We do not collect online activity after you leave our Services.

E. Apps

When you download or purchase an App developed by us, or make an in-app purchase, you may do so through a third-party application online store such as Apple's App Store. When downloading an app or using an app with on-line features through your platform, the app provider will typically also collect certain device and app-related information. We do not control the requirements or policies of app stores. Please review the privacy policy and terms of use of the mobile app stores before downloading or using any app and check your device settings for control options. You may review Apple's Licensed Application End User License Agreement here: <https://www.apple.com/legal/internet-services/itunes/dev/stdeula/> and its privacy policy here: <https://www.apple.com/legal/privacy/>.

INFORMATION SECURITY

We take information security very seriously and use reasonable administrative, technical, and physical measures to protect your Personal Information from unauthorized access. Unfortunately, no security system can be guaranteed to be 100% secure. Accordingly, we cannot guarantee the security of your information and cannot assume liability for improper access to it.

You are responsible for maintaining the confidentiality of your Account access information and for restricting access to your computer or device through which you access your Account. If you disclose your password to anyone or share your Account and/or devices with other people, you take full responsibility for their actions. Where possible, users of public or shared devices should log out at the completion of each visit. If you sell or return a computer or device, you should log-out and deactivate the device and delete all information on the device by a process that ensures complete removal. If you fail to log out and deactivate your device, subsequent users may be able to access your Account information.

GOVERNING LAW AND NOTICE TO NON-US USERS

Our Services are solely intended for individuals located within the United States and its territories and are subject to U.S. law. If you are located outside of the United States and its territories, please do not use the Services. By utilizing the Services, you consent to the transfer of your data to the United States and its maintenance in the United States.

We may transfer the Personal Information we collect about you to countries other than the country in which the information was originally collected. Those countries may not have the same data protection laws as the country in which you initially provided the information. When we transfer your information to other countries, we will protect that information as described in this Privacy Policy.

PRIVACY OF MINORS

In some instances, we may collect personal information from children under age 13. We will obtain parental consent before collecting personal information unless the request for information falls within an exception that would be permitted under COPPA. We do not make personal information collected from children publicly available. We do not condition a child's participation in any activity or service on the disclosure of more information than is reasonably necessary to participate in an activity. If you are a parent of a child under age 13, you may contact us to review, update, or delete any of your child's personal information that we may have collected, and to elect for us not to collect any additional personal information from your child, at DataRequest@playonsports.com, or:

2080 Media, Inc.

2990 Brandywine Road, Suite 300

Atlanta, Georgia 30341

Attn: Legal Department - Privacy Notice—Minor Personal Information

(877) 978-2311

NOTICE TO CALIFORNIA RESIDENTS – YOUR CALIFORNIA PRIVACY RIGHTS

This section is applicable to residents of California. If you are a resident of California, you have certain rights described below. The following do not apply to individuals who do not live in California on a permanent basis.

CALIFORNIA CIVIL CODE SECTION 1798.83

Under California's "Shine the Light" law, California residents have the right to request in writing from businesses with whom they have an established business relationship: (a) a list of the categories of Personal Information, such as name, e-mail, mailing address, and type of services provided to the customer, that a business has disclosed to third parties (including affiliates that are separate legal entities) during the immediately preceding calendar year for the third parties' direct marketing purposes; and (b) the names and addresses of all such third parties.

To request this information, please contact us at DataRequest@playonsports.com, or:

2080 Media, Inc.

2990 Brandywine Road, Suite 300

Atlanta, Georgia 30341

Attn: Legal Department—Shine the Light Disclosure Information

(877) 978-2311

Please note that we are only required to respond to two requests per California resident each year.

CALIFORNIA CONSUMER PROTECTION ACT

This section provides additional information for California residents under the California Consumer Privacy Act ("CCPA") and any effective amendments thereto. The terms used in this section have the same meaning as those used in CCPA. This section does not apply to information that is not considered "Personal Information" under CCPA such as anonymous, deidentified, aggregated, or public information.

A. Collection, Disclosure, and Retention of Personal Information

The Personal Information we collect is described above in INFORMATION WE COLLECT. The Personal Information we disclose for business or commercial purposes is described above in INFORMATION WE DISCLOSE. The length of time that we retain your Personal Information is described above in INFORMATION RETENTION.

B. Purpose of Collection

CollectionAs explained above in HOW WE USE THE INFORMATION and COOKIES AND SIMILAR TECHNOLOGIES, we collect your Personal Information for the following business or other notified purposes:

- Auditing relating to a current interaction with you, including but not limited to counting ad impressions, verifying positioning and quality of ad impressions, and compliance.
- Detecting security incidents, protecting against malicious, deceptive, fraudulent, or illegal activity, and prosecuting those responsible for that activity.
- Debugging to identify and repair errors that impair existing intended functionality.
- Performing services on behalf of ourselves or a service provider or contractor, such as maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, providing advertising or marketing services, providing analytic services, or providing similar services.

- Undertaking internal research for technological development and demonstration.
- Undertaking activities to verify or maintain the quality or safety of a service or device that is owned, manufactured, manufactured for, or controlled by us, and to improve, upgrade, or enhance the service or device that is owned, manufactured, manufactured for, or controlled by us.

C. Sale of Personal Information

We do not sell Personal Information as that term is defined under CCPA. If we ever decide to sell Personal Information, we will provide you with notice and a right to opt out of such sale.

D. Right to Know

You have the right to request the following about the Personal Information we have collected about you in the past 12 months:

1. The categories of Personal Information we collected about you;
2. The categories of sources from which the Personal Information was collected;
3. The business or commercial purpose for collecting the Personal Information;
4. The categories of third parties to whom we shared the Personal Information;
5. The categories of Personal Information we disclosed for a business purpose; and
6. The specific pieces of Personal Information we collected about you.

To submit a request under your Right to Know, contact us using the information provided below in Exercising Your CCPA Rights.

E. Right to Correct Inaccurate Information

Beginning on January 1, 2023, you will have the right to correct inaccuracies in your Personal Information that we have collected, taking into account the nature of the Personal Information and the purposes of processing the Personal Information.

To submit a request under your Right to Correct, contact us using the information provided below in Exercising Your CCPA Rights.

F. Right to Delete

You have the right to request the deletion of your Personal Information collected or maintained by us. To submit a request under your Right to Delete, contact us using the information provided below in Exercising Your CCPA Rights.

G. Exercising Your CCPA Rights

To make a request described above, you may contact us DataRequest@playonsports.com, or:

2080 Media, Inc.

2990 Brandywine Road, Suite 300

Atlanta, Georgia 30341

Attn: Legal Department – CCPA Request

(877) 978-2311

H. Verification and Response Process

1. General Process

If you submit a request to access, correct, or delete Personal Information, we will need to verify your identity and confirm your request before processing it. When you make such a request, you can expect the following:

- We will verify your identity. You will need to provide us with your email address and full name. We may ask for additional information if needed.
- We will confirm that you want your information accessed, corrected, and/or deleted.
- We will confirm our receipt of your request within 10 days. If you have not received a response within a few days after that, please let us know by contacting us at the phone number or email address listed above.
- We will respond to your request within 45 days. If we need additional time to respond, we will notify you within the original 45 days, and provide a final response within 45 days thereafter. If we need an extension, we will explain why.

2. Denials

- In certain cases, a request to access, correct, or delete may be denied. For example, if we cannot verify your identity, the law requires that we maintain the information, or if we need the information for internal purposes such as providing Services or completing an order.
- We may also deny a request for deletion if it is necessary for us or a service provider or contractor to maintain your Personal Information in order to:
 - o Complete the transaction for which the Personal Information was collected, fulfill the terms of a written warranty or product recall conducted in accordance with federal law, provide a good or service requested by you, or reasonably anticipated within the context of our ongoing business

relationship with you, or otherwise perform a contract between us.

- o Detect security incidents; protect against malicious, deceptive, fraudulent, or illegal activity; or prosecute those responsible for that activity.
 - o Debug to identify and repair errors that impair existing intended functionality.
 - o Exercise free speech, ensure the right of another customer to exercise their right of free speech, or exercise another right provided for by law.
 - o Comply with the California Electronic Communications Privacy Act.
 - o Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the deletion of the information is likely to render impossible or seriously impair the achievement of such research, if you have provided informed consent.
 - o Enable solely internal uses that are reasonably aligned with your expectations based on our relationship.
 - o Comply with a legal obligation.
 - o Otherwise use your Personal Information, internally, in a lawful manner that is compatible with the context in which you provided the information.
- If we deny any of your requests, we will explain why we denied it. If there is a portion of your request that we can comply with, for example deleting some of the requested information, then we will do so.

I. Right to Non-Discrimination

You have a right not to receive discriminatory treatment by us for exercising any of your privacy rights conferred by the CCPA. We will not discriminate against any California consumer because such person exercised any of the consumer's rights under CCPA, including, but not limited to:

- Denying goods or services.
- Charging different prices or rates for goods and services, including through the use of discounts or other benefits or imposing penalties.
- Providing a different level or quality of goods or services.
- Suggesting that you will receive a different price or rate for goods or services or a different level or quality of goods or services.

We may, however, charge a different price or rate, or provide a different level or quality of goods or services, if that difference is related to the value provided by your data.

J. Authorized Agent

You may designate an authorized agent to make a request under the CCPA on your behalf, using the contact information above. Such requests will still undergo a verification process, and we will deny requests from agents who do not submit proof of authorization from you. To verify that an authorized agent has authority to act for you, we may require a copy of a power of attorney or require that you provide the authorized agent with written permission and verify your own identity with us.

YOUR NEVADA PRIVACY RIGHTS

We comply with the requirements of the Nevada Privacy law, which in some instances provides residents with choices regarding how we share information. Nevada Covered Personal Information ("Nevada PI") includes personally identifiable information about a Nevada consumer collected online, such as an identifier that allows the specific individual to be contacted. Nevada PI also includes any other information about a Nevada consumer collected online that can be combined with an identifier to identify the specific individual. We may collect the following categories of covered information about you through our Services:

- First and Last Name
- Physical Address
- Email Address
- Telephone Number
- Username

We may share such covered information with categories of third parties including marketing. Third parties may collect covered information about your online activities over time and across different Internet websites or online services when you use our Services.

You have the right to request that we not sell your Personal Information. Although we do not currently sell Personal Information, you may submit a request directing us to not sell Personal Information if our practices change in the future. To exercise this right, contact us at DataRequest@playonsports.com, or:

2080 Media, Inc.

2990 Brandywine Road, Suite 300

Atlanta, Georgia 30341

Attn: Legal Department—Nevada Opt-Out Request

(877) 978-2311

VIRGINIA RESIDENTS' PRIVACY RIGHTS

Beginning on January 1, 2023, Virginia residents will have certain rights described below. The following provisions do not apply to individuals who do not live in Virginia on a permanent basis, individuals we do not collect personal data about, or individuals for whom all of the information we collect is exempt from the statute. "Personal Information," for purposes of this section regarding the rights of Virginia residents does not include de-identified information or publicly available information.

A. Right to Know, Correct, and Delete Under the Virginia Consumer Data Protection Act

The categories of Personal Information processed, the purposes of processing, the categories of Personal Information shared, and the categories of third parties to which Personal Information is shared are provided in the above sections of this Policy.

Virginia provides residents with specific rights regarding Personal Information, including:

- To confirm whether or not we are processing your Personal Information and to access such Personal Information.
- To correct inaccuracies in your Personal Information that we have collected, taking into account the nature of the Personal Information and the purposes of processing the Personal Information.
- To request deletion of Personal Information that we have collected, subject to legal exemptions.
- To obtain a copy of your Personal Information.

To exercise these rights, contact us at DataRequest@playonsports.com, or

2080 Media, Inc.

2990 Brandywine Road, Suite 300

Atlanta, Georgia 30341

Attn: Legal Department—Virginia Privacy Request

(877) 978-2311

B. Right to Opt Out

Virginia residents also have the right to opt out of the processing of Personal Information for purposes of targeted advertising, the sale of Personal Information, or profiling in furtherance of decisions that produce legal or similarly significant effects.

Because We do not use Personal Information for these purposes, no opt out is required.

C. Right to Non-Discrimination

You have the right not to receive discriminatory treatment by us for exercising any of your privacy rights. We will not discriminate against you for exercising any of your rights under this section, including, but not limited to:

- Denying goods or services.
- Charging different prices or rates for goods and services.
- Providing a different level or quality of goods or services.

We may, however, charge a different price or rate, or provide a different level or quality of goods or services, if that difference is related to the value provided by your data and/or your voluntary participation in a bona fide loyalty, rewards, premium features, discounts, or club card program.

D. Verification and Response Process

If you submit a request to access, correct, or delete Personal Information, we will need to verify your identity and confirm your request before processing it. When you make such a request, you can expect the following:

- We will verify your identity. You will need to provide us with your email address and full name. We may ask for additional information if needed.
- We will confirm that you want your information accessed, corrected, and/or deleted.
- We will confirm our receipt of your request within 10 days. If you have not received a response within a few days after that, please let us know by contacting us at the email or phone number listed above.
- We will respond to your request within 45 days. If we need additional time to respond, we will notify you within the original 45 days, and provide a final response within 45 days thereafter. If we need an extension, we will explain why.
- In certain cases, a request for access, correction, or deletion may be denied. For example, if we cannot verify your identity, the law requires that we maintain the information, or if we need the information for internal purposes such as providing Services or completing an order. If we deny your request, we will explain why we denied it. If there is a portion of your request that we can comply with, for example deleting some of the requested information, then we will do so.

E. Consumer Request Appeal Process

If we deny your request to access, correct, or delete Personal Information, you have the right to appeal that decision using the following process:

1. Contact us in the same manner you submitted your original request with the subject line: "Appeal—Virginia Privacy Request."
2. Within 60 days of receipt of your appeal, we will respond and inform you in writing of any action taken or not taken, including a written explanation of the reasons for our decision.
3. If we deny your appeal, you may contact the Virginia Attorney General to submit a complaint here: <https://www.oag.state.va.us/consumer-protection/index.php/file-a-complaint>

PRIVACY POLICY UPDATES

This Privacy Policy is subject to occasional revision, and we may, with or without prior notice to you, change its terms in our sole discretion. If we make any material changes in the way we collect, use, or disclose your Personal Information, we may post a notice on the Sites and within the Apps or send you an email to the email address associated with your account. The most current version of this Privacy Policy can be viewed by visiting our website and clicking on "Privacy Policy" located at the bottom of the pages. The most current version of the Privacy Policy take effect immediately and supersede all previous versions.

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2990 Brandywine Road, Suite 300

Atlanta, Georgia 30341

Attn: Legal Department

(877) 978-2311

Last updated: July 2022.



Payment Card Industry (PCI) Data Security Standard

Attestation of Compliance for Onsite Assessments – Merchants

Version 3.2.1

Revision 2

September 2022

Document Changes

Date	Version	Description
September 2022	3.2.1 Revision 2	Updated to reflect the inclusion of UnionPay as a Participating Payment Brand.

Section 1: Assessment Information

Instructions for Submission

This Attestation of Compliance must be completed as a declaration of the results of the merchant's assessment with the *Payment Card Industry Data Security Standard Requirements and Security Assessment Procedures (PCI DSS)*. Complete all sections: The merchant is responsible for ensuring that each section is completed by the relevant parties, as applicable. Contact your acquirer (merchant bank) or the payment brands for reporting and submission procedures.

Part 1. Merchant and Qualified Security Assessor Information

Part 1a. Merchant Organization Information

Company Name:	2080 Media Inc	DBA (doing business as):	PlayOn! Sports		
Contact Name:	Zach Grieshop	Title:	CISO		
Telephone:	613-203-2474	E-mail:	zach.grieshop@playonesports.com		
Business Address:	2990 Brandywine Rd	City:	Atlanta		
State/Province:	GA	Country:	USA	Zip:	30341
URL:	https://www.playonsports.com				

Part 1b. Qualified Security Assessor Company Information (if applicable)

Company Name:	Securisea, Inc.				
Lead QSA Contact Name:	Josh Daymont	Title:	CEO		
Telephone:	+1-877-563-4230 x404	E-mail:	qsa@securisea.com		
Business Address:	201 Spear St Suite 1100	City:	San Francisco		
State/Province:	CA	Country:	USA	Zip:	94105
URL:	https://www.securisea.com				

Part 2. Executive Summary

Part 2a. Type of Merchant Business (check all that apply)

- Retailer
 Telecommunication
 Grocery and Supermarkets
 Petroleum
 E-Commerce
 Mail order/telephone order (MOTO)
 Others (please specify):

What types of payment channels does your business serve?

- Mail order/telephone order (MOTO)
 E-Commerce
 Card-present (face-to-face)

Which payment channels are covered by this assessment?

- Mail order/telephone order (MOTO)
 E-Commerce
 Card-present (face-to-face)

Note: If your organization has a payment channel or process that is not covered by this assessment, consult your acquirer or payment brand about validation for the other channels.

Part 2b. Description of Payment Card Business

How and in what capacity does your business store, process and/or transmit cardholder data?

PlayOn! Sports does not directly store, process, or transmit cardholder data.

PlayOn! Sports outsources all handling of cardholder data to Stripe, a PCI-validated Level 1 validated service provider. Payment transactions are sent directly from users to Stripe, and no cardholder data flows through any PlayOn! Sports systems.

Part 2c. Locations

List types of facilities (for example, retail outlets, corporate offices, data centers, call centers, etc.) and a summary of locations included in the PCI DSS review.

Type of facility	Number of facilities of this type	Location(s) of facility (city, country)
<i>Example: Retail outlets</i>	3	<i>Boston, MA, USA</i>
Corporate Office	1	Atlanta, GA

Part 2d. Payment Application

Does the organization use one or more Payment Applications? Yes No

Provide the following information regarding the Payment Applications your organization uses:

Payment Application Name	Version Number	Application Vendor	Is application PA-DSS Listed?	PA-DSS Listing Expiry date (if applicable)
			<input type="checkbox"/> Yes <input type="checkbox"/> No	
			<input type="checkbox"/> Yes <input type="checkbox"/> No	
			<input type="checkbox"/> Yes <input type="checkbox"/> No	
			<input type="checkbox"/> Yes <input type="checkbox"/> No	
			<input type="checkbox"/> Yes <input type="checkbox"/> No	

Part 2e. Description of Environment

Provide a **high-level** description of the environment covered by this assessment.

For example:

- *Connections into and out of the cardholder data environment (CDE).*

The CDE includes PlayOn! Sports people, processes, and procedures associated with using a fully outsourced tokenized payment solutions, provided by a PCI-validated Level 1 service providers.

- *Critical system components within the CDE, such as POS devices, databases, web servers, etc., and any other necessary payment components, as applicable.*

Does your business use network segmentation to affect the scope of your PCI DSS environment?
(Refer to “Network Segmentation” section of PCI DSS for guidance on network segmentation)

Yes No

Part 2f. Third-Party Service Providers

Does your company use a Qualified Integrator & Reseller (QIR)?

Yes No

If Yes:

Name of QIR Company:

QIR Individual Name:

Description of services provided by QIR:

Does your company share cardholder data with any third-party service providers (for example, Qualified Integrator & Resellers (QIR), gateways, payment processors, payment service providers (PSP), web-hosting companies, airline booking agents, loyalty program agents, etc.)?

Yes No

If Yes:

Name of service provider:

Description of services provided:

Stripe, Inc.

Payment Processing

Amazon Web Services (AWS), LLC

IT Hosting

Note: Requirement 12.8 applies to all entities in this list.

Section 2: Report on Compliance

This Attestation of Compliance reflects the results of an onsite assessment, which is documented in an accompanying Report on Compliance (ROC).

The assessment documented in this attestation and in the ROC was completed on:	<i>January 31, 2023</i>
Have compensating controls been used to meet any requirement in the ROC?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Were any requirements in the ROC identified as being not applicable (N/A)?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Were any requirements not tested?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Were any requirements in the ROC unable to be met due to a legal constraint?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Section 3: Validation and Attestation Details

Part 3. PCI DSS Validation

This AOC is based on results noted in the ROC dated *January 31, 2023*.

Based on the results documented in the ROC noted above, the signatories identified in Parts 3b-3d, as applicable, assert(s) the following compliance status for the entity identified in Part 2 of this document (**check one**):

<input checked="" type="checkbox"/>	<p>Compliant: All sections of the PCI DSS ROC are complete, all questions answered affirmatively, resulting in an overall COMPLIANT rating; thereby <i>2080 Media Inc, DBA PlayOn! Sports</i> has demonstrated full compliance with the PCI DSS.</p>						
<input type="checkbox"/>	<p>Non-Compliant: Not all sections of the PCI DSS ROC are complete, or not all questions are answered affirmatively, resulting in an overall NON-COMPLIANT rating, thereby (<i>Merchant Company Name</i>) has not demonstrated full compliance with the PCI DSS.</p> <p>Target Date for Compliance:</p> <p>An entity submitting this form with a status of Non-Compliant may be required to complete the Action Plan in Part 4 of this document. <i>Check with your acquirer or the payment brand(s) before completing Part 4.</i></p>						
<input type="checkbox"/>	<p>Compliant but with Legal exception: One or more requirements are marked “Not in Place” due to a legal restriction that prevents the requirement from being met. This option requires additional review from acquirer or payment brand.</p> <p><i>If checked, complete the following:</i></p> <table border="1" style="width: 100%;"> <thead> <tr> <th style="width: 35%;">Affected Requirement</th> <th>Details of how legal constraint prevents requirement being met</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> </tbody> </table>	Affected Requirement	Details of how legal constraint prevents requirement being met				
Affected Requirement	Details of how legal constraint prevents requirement being met						

Part 3a. Acknowledgement of Status

Signatory(s) confirms:

(Check all that apply)

<input checked="" type="checkbox"/>	The ROC was completed according to the <i>PCI DSS Requirements and Security Assessment Procedures, Version 3.2.1</i> , and was completed according to the instructions therein.
<input checked="" type="checkbox"/>	All information within the above-referenced ROC and in this attestation fairly represents the results of my assessment in all material respects.
<input type="checkbox"/>	I have confirmed with my payment application vendor that my payment system does not store sensitive authentication data after authorization.
<input checked="" type="checkbox"/>	I have read the PCI DSS and I recognize that I must maintain PCI DSS compliance, as applicable to my environment, at all times.
<input checked="" type="checkbox"/>	If my environment changes, I recognize I must reassess my environment and implement any additional PCI DSS requirements that apply.

Part 3a. Acknowledgement of Status (continued)

<input checked="" type="checkbox"/>	No evidence of full track data ¹ , CAV2, CVC2, CVN2, CVV2, or CID data ² , or PIN data ³ storage after transaction authorization was found on ANY system reviewed during this assessment.
<input type="checkbox"/>	ASV scans are being completed by the PCI SSC Approved Scanning Vendor <i>N/A (not required)</i>

Part 3b. Merchant Attestation

<i>Signature of Merchant Executive Officer</i> ↑	<i>Date:</i>
<i>Merchant Executive Officer Name:</i>	<i>Title:</i>

Part 3c. Qualified Security Assessor (QSA) Acknowledgement (if applicable)

If a QSA was involved or assisted with this assessment, describe the role performed:

<i>Signature of Duly Authorized Officer of QSA Company</i> ↑	<i>Date:</i>
<i>Duly Authorized Officer Name:</i> Josh Daymont	<i>QSA Company:</i> Securisea

Part 3d. Internal Security Assessor (ISA) Involvement (if applicable)

If an ISA(s) was involved or assisted with this assessment, identify the ISA personnel and describe the role performed:

¹ Data encoded in the magnetic stripe or equivalent data on a chip used for authorization during a card-present transaction. Entities may not retain full track data after transaction authorization. The only elements of track data that may be retained are primary account number (PAN), expiration date, and cardholder name.

² The three- or four-digit value printed by the signature panel or on the face of a payment card used to verify card-not-present transactions.

³ Personal identification number entered by cardholder during a card-present transaction, and/or encrypted PIN block present within the transaction message.

Part 4. Action Plan for Non-Compliant Requirements

Select the appropriate response for “Compliant to PCI DSS Requirements” for each requirement. If you answer “No” to any of the requirements, you may be required to provide the date your Company expects to be compliant with the requirement and a brief description of the actions being taken to meet the requirement.

Check with your acquirer or the payment brand(s) before completing Part 4.

PCI DSS Requirement	Description of Requirement	Compliant to PCI DSS Requirements (Select One)		Remediation Date and Actions (If “NO” selected for any Requirement)
		YES	NO	
1	Install and maintain a firewall configuration to protect cardholder data	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
2	Do not use vendor-supplied defaults for system passwords and other security parameters	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
3	Protect stored cardholder data	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
4	Encrypt transmission of cardholder data across open, public networks	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
5	Protect all systems against malware and regularly update anti-virus software or programs	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
6	Develop and maintain secure systems and applications	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
7	Restrict access to cardholder data by business need to know	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
8	Identify and authenticate access to system components	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
9	Restrict physical access to cardholder data	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
10	Track and monitor all access to network resources and cardholder data	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
11	Regularly test security systems and processes	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
12	Maintain a policy that addresses information security for all personnel	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Appendix A2	Additional PCI DSS Requirements for Entities using SSL/early TLS for Card-Present POS POI Terminal Connections	<input checked="" type="checkbox"/>	<input type="checkbox"/>	



EXHIBIT "A"

PARTICIPATING ADDENDUM

ONLINE TICKET SALES AND HIGH SCHOOL ATHLETICS WEBPAGE SERVICES

I. GENERAL

The undersigned acknowledges, on behalf of _____ (participating entity name to be added) School District they has read and agrees to the terms and conditions set forth in the enclosed agreement between Granite School District and 2080 Media Inc. dba PlayOn! Sports, District contract number 23-14 the "Granite School District Agreement" regarding the purchase of online ticket sales and high school athletic webpage services made available through said contract to the participating school districts who elect to execute this Participating Addendum, and thereby become participating entities "Participating Entities" who are authorized to purchase such goods and services under the aforementioned contract.

The undersigned further acknowledges that the purchase of goods and services under the provisions of the Granite School District Agreement is at the absolute discretion of the Participating Entity and that neither Granite School District nor the Education Procurement Advisory Committee shall be held liable for any costs or damages incurred by or as a result of the actions of Contractor or any other Participating Entity. Upon award of contract, Contractor shall deal directly with the Participating Entity concerning the placement of orders, disputes, invoicing and payment.

The undersigned affirms that she or he is an agent of _____ (participating entity to be added) School District and is duly authorized to sign this Participating Addendum.

Date: _____

Signature

Print name

Title

Participating Entity Contact Information:

Contact Person: _____

Address: _____

Phone: _____

Email: _____