



## SMART Policy Manual

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## **MISSION**

In order to help youth bowlers achieve their educational goals and reach their full potential, we will provide effective and convenient access, safekeeping and prudent management of all scholarship funds until distributed to youth bowlers in compliance with all required regulations.

## **VISION**

To be the premier custodian of youth scholarship funds in bowling, admired for its efficiency, transparency, and friendly and responsive service.

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# Chapter 1: Introduction

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The United States Bowling Congress SMART program began in 1994, offering a centralized location to manage bowling scholarship funds as well as providing USBC members with a resource for inquiries about bowling scholarships. The program disburses youth bowling scholarships in compliance with the United States Olympic and Paralympic Committee (USOPC), National Collegiate Athletic Association (NCAA), National Association Intercollegiate Athletics (NAIA) and high schools; and in a manner to protect the amateurism of prospective and current student-athletes.

The SMART program falls under the governance of the USBC Board. A governance committee within USBC oversees the SMART program, with sub-committees of qualified individuals. One sub-committee is on the finance side ensuring SMART's safeguarding of funds and prudent investment planning. The other sub-committee is focused on SMART's scholarship use policy.

SMART has a conservative investment strategy with a balanced mix of fixed income and equity investments. SMART uses a third-party investment advisor to provide the investment strategy and all of SMART's financials are audited annually by an independent outside auditor. Some of SMART's investment income is used to cover administrative costs and investment fees. SMART may then allocate an investment distribution as unassigned funds for providers to assign or new recipient scholarships.

The SMART Committee oversees investments and sets policy. USBC staff oversees the day-to-day operation of the program.

## Chapter 2: SMART Terms

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### **SMART Policy Manual**

Mandatory SMART policy.

### **Terms and Conditions**

The rights and obligations of SMART, USBC, providers and recipients.

### **Privacy Policy**

Describes the type of information we collect and how it can be used.

### **Participation in SMART**

Participation in the program is at no cost to the provider or recipient.

### **Provider**

A person(s) who manages a SMART account and awards scholarship funds.

### **Recipient**

An individual who has scholarships in SMART.

### **Active Recipient**

A recipient who used SMART scholarship funds in the preceding calendar year.

### **Recipient List**

Multiple scholarship recipients in one event.

### **Provider Deposited Unassigned Funds**

Money submitted by a provider, but not assigned to a scholarship

### **SMART Deposited Unassigned Funds**

- \* Funds returned from a recipient who did not use their funds within the allotted timeframe (expired recipient funds)
- \* Allocation to providers from SMART

### **Allocation**

Based on the overall returns for SMART, earnings may be distributed back to the program.

### **SMART Portal**

Used to submit information to SMART or request funds. The portal is lives on [bowl.com/SMART](http://bowl.com/SMART).

### **Fiscal Year**

Financial fiscal year is January-December.  
Provider report fiscal year is August-July.

## Chapter 3: Provider

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A provider is a person(s) who manages a SMART account and awards scholarship funds.

### 1. Provider Accounts

#### A. Types

Accounts can be opened for:

- 1) Local or state associations. Associations must have at least two association officials on the account, and yearly audits must be conducted.
- 2) Centers
- 3) Tournaments
- 4) Leagues
- 5) Youth Programs

#### B. Opening an Account

- 1) A [Provider Account Form](#) must be completed and signed. One person will act as the primary account holder. All providers on an account must be compliant with the USBC Registered Volunteer Program at all times (see chapter 3, item 6; Inactive Provider Account).
- 2) Provider Account form must be submitted to USBC, Attn: SMART or emailed to [SMART@bowl.com](mailto:SMART@bowl.com). After approval of account, USBC will notify the primary account holder of account information.
- 3) Accounts are linked to the providers USBC ID number. Multiple providers can be on one account.

#### C. Changes to Account

With proper authorization, changes can be made to add and remove additional providers. SMART staff reserves the right to deny requested changes.

To add or remove someone to an existing account, fill out the [Provider Account Form](#). We will need:

- 1) Organization Name
- 2) Account number
- 3) Name and USBC ID of new person (must be a USBC Registered Volunteer)
- 4) Email address (Only required for adding provider)
- 5) Authorized signature, which could be Current provider, center manager/owner or State/local Association Manager and/or President

#### D. Name of the Account (Association & Center Accounts)

- 1) Must have association or center name as the account name.
- 2) Must include the association number as part of their name.
- 3) Future name change requests will be reviewed to ensure the account stays with the center or association.

#### E. Merging Accounts

- 1) USBC may merge accounts when proper authorization is received from those entities. To merge accounts, fill out the [Provider Account Form](#). The following information is required:
  - a) Organization Name
  - b) Account number for both accounts
  - c) Authorized Signature
- 2) Once accounts are merged, they cannot be unmerged.

F. Agreement

By opening, or being added to an account, providers are agreeing to abide by:

- 1) SMART Terms and Conditions
- 2) SMART Policies
- 3) Privacy Policies
- 4) USBC Rule 100b, 104d Item 2, and 301d, along with the association policy manual, to submit and fund scholarships to SMART within 30 days of the end of an event

**2. Provider Responsibilities**

A. Submitting scholarship lists and funds either through the SMART Portal or to SMART, 621 Six Flags Drive, Arlington, TX 76011, **within 30 days** from:

- \* The last date of the league
- \* The last date of the tournament
- \* Award date for meritorious awards

Once scholarship funds are submitted to SMART, they are non-refundable.

B. Providing scholarship lists with the following information:

- 1) Event Name: The name of the league or tournament
- 2) Total Amount: Total scholarship amount
- 3) Date Event Ended: Last date of league/tournament
- 4) Center Name: Name of the center event was bowled
- 5) League/Tournament Certification #: The event certification number

**NOTE:** When entering lists individually, a recipient's name, USBC ID number and amount is required. When using the bulk upload, the file must be a CSV file with the header row containing:

- \* USBC ID
- \* First Name
- \* Last Name
- \* DOB
- \* Amount

C. Awarding prize/scholarship funds (league or tournament), sponsor contributions, 50/50s, etc., designated for a specific event to individuals in that event.

D. Maintaining compliancy with the USBC Registered Volunteer Program.

E. Maintaining accurate information in their SMART Portal.

F. Maintaining the confidentiality of their account, username and password.

G. Keeping contact information current.

**3. Funds**

A. If scholarship lists and/or funds are not received by SMART, a complaint could be filed with USBC for possible suspension. (See Chapter 6 for suspension action; See Chapter 4, Item 6 for action a recipient may take if scholarships are not submitted timely.)

B. Collected prize/scholarship funds (league or tournament), sponsor contributions, 50/50s, etc., that are designated for a specific event must be used for that event.

C. Unassigned Funds:

- 1) Cannot be used in place of collected funds but can be used to enhance an event.
- 2) Cannot be assigned to a family member or oneself outside of a prize list of an event and/or a board/committee approved scholarship.

D. USBC State Association Accounts

100% of the "Pepsi Allocation" deposited into a SMART account must be used in the Pepsi event.

#### **4. Expiration of SMART Deposited Unassigned Funds**

- A. Past and current SMART Deposited Unassigned Funds (allocation and recipient expiration) in a provider account received two years earlier or more will expire on July 31, with the first expiration being completed July 31, 2024.
- B. The sum of expired funds from all provider accounts within each state, will be disbursed equally to all active recipients within that state.
- C. Expiration of Pepsi allocations will be returned to the National Pepsi account for reallocation back to state Pepsi accounts.

#### **5. Eligibility for SMART Deposited Unassigned Funds/Transfers**

A provider that has been found guilty and/or suspended for misusing funds related to a SMART account is not eligible to receive:

- A. SMART Deposited Unassigned Funds (as described in Chapter 5).
- B. Transferred funds from another provider.

#### **6. Inactive/Unclaimed Provider Account**

- A. A provider account is considered inactive and will be closed if it has no:
  - 1) RVP Compliant Providers
  - 2) Recipients
  - 3) Activity
    - i. When a deposit and/or a funded list is not entered into the account in five years.
    - ii. Activity does not include:
      - 1. Transferring funds to another provider or receiving funds from another provider.
      - 2. A deposit from SMART such as:
        - a. The return of recipient funds from a school.
        - b. Earnings allocation.
        - c. Expired recipient funds.
      - 3. Solely awarding SMART deposited unassigned funds.
  - 4) Recipient funds in an account closed due to inactivity will remain available. Any unassigned funds will be added to the SMART Distribution Account to be disbursed based on the Allocation Policy. (see Chapter 5).
- B. A provider account with no active Providers and/or no one assuming responsibility will be considered unclaimed. In unclaimed provider account situations, SMART will:
  - 1) Merge the account into another provider account, where applicable.
  - 2) If none, SMART will assign all unassigned funds within the account prior to closing it. Unassigned funds will be distributed to Active Recipients within the accounts listed below, in the following order, until the amount per person is comparable to the current year's SMART awarded Bonus Scholarship.
    - i. The unclaimed account itself.
    - ii. The center account, if applicable, in addition to item "i" above.
    - iii. The local association account(s) in addition to both items above.
    - iv. The state association account in addition to all items above.

#### **7. Provider Disputes**

- A. All disputes are handled through USBC Rules. A decision by the Rules Team can be appealed to USBC Legal Committee, whose decision is final.
- B. Provider disputes include, but is not limited to:
  - 1) Who the provider is on an account
  - 2) Suspended provider
  - 3) Closed account



## Chapter 4: Recipient

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A recipient is an individual who has scholarships in SMART. A recipient does not join SMART; he/she automatically becomes a participant in the program when he/she is included in a scholarship list.

### 1. Recipient Accounts

#### A. Opening an account

- 1) An account is opened in the name of the recipient by SMART as soon as a funded scholarship is received.
- 2) By becoming a scholarship recipient, you are agreeing to the Terms and Conditions, SMART Policy and Privacy Policy.

#### B. Account Information

- 1) Once an account is opened, recipients will have access to their account through the SMART Portal. Through the portal, recipients can:
  - a) Input/Update their contact information. Recipients are responsible for:
    - i. Accuracy of the information in the portal
    - ii. Maintaining the confidentiality of their account, username and password
    - iii. Keeping contact information current
  - b) View scholarships received from providers. The amount of the scholarship is shown in points vs. dollars.
  - c) Request funds for education (See Item 3)
- 2) Points vs. Dollars – Scholarships are shown in points until a recipient graduates from high school.
  - a) One point equals \$5.00.
  - b) Points less than \$5 are rounded down. (**Example:** \$34 will show as 6 points; however, full funds are in the account.)

### 2. Use of Funds

#### A. Scholarships can only be used after high school graduation and only for the following purposes:

- 1) Tuition to Educational Institutions - Funds will go directly to the school for secondary education courses.
  - a) Universities
  - b) Colleges
  - c) Business schools
  - d) Technical schools
  - e) Trade schools
  - f) Vocational schools
- 2) Necessary Purchases for higher education - Funds will go directly to the school for purchases through the campus bookstore. Qualifying off campus purchases can be reimbursed, with appropriate paperwork. See **NOTE** below.
  - a) Textbooks
  - b) Required class supplies
  - c) Equipment necessary for the completion of a course or program, which may be a desktop computer, laptop or tablet (these items are limited to one every two years). Accessories, warranties, and protections plans are not covered items.
- 3) Housing/Meal Plans  
Housing/meal plan payments are not reimbursable. See **NOTE** below.
  - a) On-campus housing/meal plan payments are sent to the school.
  - b) Off-campus housing payments are sent directly to the landlord/housing company.

- 4) Student Loan  
Funds will be sent directly to the loan company. Student loan payments are not reimbursable. See **NOTE** below.

**NOTE:** An [Alternate Usage Request Form](#) is required for:

- a) Reimbursement of paid tuition or qualifying student related expenses
- b) To have a payment sent on your behalf for off-campus housing payments
- c) To have a payment sent on your behalf for student loan payments

Once the form is filled out and necessary documentation is submitted, you will be notified if/when we approve the request. Requests are processed in the order they are received.

B. Items SMART funds cannot be used for include, but are not limited to:

- \* Private grade or high school
- \* Grade/High School classes, supplies, etc.
- \* College classes taken while in high school.
- \* Renting from parent, relative, friend, etc.
- \* Furniture
- \* Utilities, such as cable, internet, etc.
- \* Commute/travel expenses such as parking, gas, garage fees, bus fare, plane tickets, hotels, etc.
- \* Deposits
- \* Enrollment Application
- \* Fees for exams, tests, medical expenses, certifications, enrollment, bowling, etc.
- \* Coaching
- \* Bowling Lessons
- \* Bowling Equipment/Accessories

C. Use of scholarship funds may have certain tax implications. Recipients should contact the IRS or consult a financial advisor for further information. SMART STAFF CANNOT ANSWER TAX QUESTIONS.

D. Scholarship usage for those who would qualify for a USBC Special Olympics membership will be case handled.

### 3. Requesting Funds (Payment to School)

A. Funds must be requested through the SMART Portal.

B. Upon receipt of a request to release funds, SMART will send the fund paid directly to the secondary educational institution.

C. Scholarships will be disbursed to pay for:

- 1) A current or upcoming semester
- 2) Former semester upon proof the bill is still outstanding to the school.

D. **Michigan Students** – Michigan students are required to meet additional standards as defined by The Michigan Bowling Scholarship Fund (“MBSF”) and approved by the Michigan High School Athletic Association, before a scholarship can be used.

- 1) The state of Michigan has a Gatekeeper, Michigan’s approval process for scholarships. The SMART system cannot determine when/where a scholarship was derived and all accounts for bowlers with a Michigan address are subject to the Gatekeeper.
- 2) After high school graduation, the Gatekeeper will need:
  - a) A copy of your high school transcript showing a GPA of at least 2.0
  - b) Michigan Bowling Scholarship Fund Application/Worksheet form, found [here](#). The form can be mailed to the address listed on the form, or emailed to either:
    - Mark Martin at [mark.martin@mdusbc.com](mailto:mark.martin@mdusbc.com)
    - Karen Hagan at [karen.hagan@michiganstateusbc.com](mailto:karen.hagan@michiganstateusbc.com)

- 3) Once the proper documentation is received and approved you will be notified directly by the Gatekeeper.

#### 4. Expiration of Funds

- A. Scholarship funds expire:
  - 1) Eight years from high school graduation date.
  - 2) If awarded after high school graduation, eight years from award date.
  - 3) Military:
    - a) If approved by SMART, fourteen years from high school graduation.
    - b) In order to be granted the extension, **enlistment date must be reported prior to the default expiration of funds** (items 1 and 2 above).
- B. Funds expire at the end of the fiscal year (December 31) and funds not used by a recipient will be returned to the originating provider account.
- C. SMART does not allow extensions.

#### 5. Transfer of Funds

- Scholarship funds are eligible to be transferred provided:
- A. Individual transferring the funds is 21 years of age or older
  - B. Funds are transferred before they expire
  - C. Funds are transferred to one or more family members. A family member is defined as:
    - 1) Spouse
    - 2) Son, daughter, stepchild, foster child, adopted child or a descendant
    - 3) Siblings or stepsiblings
    - 4) Brother-in-law, sister-in-law
    - 5) Aunt, uncle or their spouse
    - 6) Niece, nephew or their spouse
    - 7) First cousin or their spouse
  - D. Family member receiving the funds:
    - 1) Has at least four (4) years USBC bowling history (does not have to be consecutive)
    - 2) Agrees to the transfer
    - 3) Uses the funds within eight years from their high school graduation date, unless additional years were added due to military enlistment. If not, the funds will expire to the SMART Distribution Account (see Chapter 5).
  - E. Funds were not received via a:
    - 1) Transfer from a family member
    - 2) Scholarship awarded by SMART to include:
      - i. Active Recipient Bonus Scholarship
      - ii. Pell Grant Match

#### 6. Availability of Funds

- A. Funds not submitted by a Provider:
  - 1) If it has been more than 60 days from the end of the league/tournament or date a meritorious scholarship was awarded and a provider has not submitted the funds, the recipient should contact the provider, in writing, giving the provider a deadline (such as 15 days) to submit funds to SMART.
  - 2) If funds are not received, the following documentation can be sent to [smart@bowl.com](mailto:smart@bowl.com):
    - a) Name of competition or entity that awarded the scholarship
    - b) Center in which league/tournament was bowled
    - c) Name of person responsible
    - d) Copy of certificates, letter of congratulations, etc.
    - e) Copy of all written correspondence with person responsible

- B. If scholarship funds are not available for any other reason or cause, other than as a result of the willful misconduct of SMART, neither the provider nor the SMART Corporation shall be liable to the recipient for such funds or any resulting damages.

## **8. Recipient Disputes**

- A. All disputes are handled through USBC Rules. A decision by the Rules Team can be appealed to USBC Legal Committee, whose decision is final.
- B. Recipient disputes include but is not limited to an early expiration of a recipient account.

## Chapter Five: SMART Investments & Allocations

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### 1. Investments

SMART invests scholarship funds, and some of the *Net Working Capital (NWC)* earned from the SMART investment is used to:

- A. Cover administrative costs of the program (salaries, supplies, printing, postage, etc.).
- B. Be allocated via the SMART distribution account.

*\*Net Working Capital (NWC) is defined as the difference between the value of SMART's Cash/Investments and the amount of SMART's Liabilities as identified in the audited financial statements.*

### 2. SMART Distribution Account - The SMART Distribution Account is comprised of the following funds:

- A. Expired SMART Deposited Unassigned Funds
- B. Unassigned Funds from Closed/Inactive Provider Accounts
- C. Earnings from Investments

### 3. Allocation of Funds

- A. The SMART Oversight Committee may authorize an allocation of funds each year from the SMART Distribution Account. That allocation is to be distributed as follows:
  - 1) The following to be put into a SMART Award Account to use towards Scholarships and Grants as indicated in Item 4 below:
    - a) An amount equal to the sum returned to providers from expired recipient accounts.
    - b) 50% of the remainder of the authorized allocation.
  - 2) The remaining 50% of the total allocation will be disbursed to providers with a balance of assigned funds over \$100. The allocation amount for each provider is based on their balance of assigned funds as a percentage of the total SMART liability at the end of that fiscal year.
- B. Funds received from the SMART Distribution Account (SMART Deposited Unassigned Funds):
  - 1) Can only be used for scholarships.
  - 2) Cannot be used in place of collected prize fund but can be used to enhance an event.
- C. SMART may authorize the transfer of funds to another SMART Provider account, upon written request. (see Chapter 3, item 5)

### 4. SMART Award Account - Funds will be distributed as follows:

- A. 50% as scholarships to Recipients who use their scholarship funds (Active Recipient Bonus Scholarship).
  - 1) Each recipient who utilizes funds in the preceding calendar year, and that are still within eight (8) years from their high school graduation date, will receive an additional scholarship distribution. This scholarship will:
    - a) Be equal to the total amount of funds allocated for this payment in that year divided by the number of active recipients.
    - b) Be added to the recipients account as a new scholarship the following year.
    - c) Expire eight years from high school graduation date, or if additional years were added due to military enlistment, eight years plus the military years, with a maximum of eight SMART allocations.
  - 2) This additional scholarship distribution can be declined by the recipient if it conflicts with eligibility requirements or for any other reason.
  - 3) SMART awarded bonus funds are non-transferrable.

- B. 50% for the SMART Pell Grant Match Program.
- 1) SMART will match Federal Pell Grant awards dollar for dollar for students with a history of USBC bowling participation. The minimum eligibility requirements that must be met to be considered for the SMART Pell Grant Match include the following:
    - a) Have two (2) seasons of USBC membership history (does not have to be consecutive) and at least one (1) season must be a youth membership. Current membership not required.
    - b) Must be within eight years from high school graduation date unless additional years were added due to military enlistment.
    - c) Have completed the Free Application for Federal Student Aid (FAFSA) form and must have qualified for a Federal Pell Grant. Proof of Pell Grant Award required with application.
  - 2) The Grant can only be received once per academic year or qualifying semester(s).
  - 3) Awarded funds will expire to the SMART Grant Account if not used within two years.
  - 4) Funds are non-transferrable.
  - 5) Pell Grants will be matched on a first come first serve basis until the allocation is exhausted. The SMART Oversight Committee may allocate additional funds toward the Grant program.

## Chapter Six: Disciplinary Action

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### 1. **Suspension of Provider**

- a. If a provider does not submit scholarship lists and/or funds to SMART, USBC SMART Department may submit a complaint to USBC Rules Department.
- b. Charges may also be filed by a recipient against a provider for misuse of scholarship funds.
- c. Complaints are filed to the USBC Rules department at [rules@bowl.com](mailto:rules@bowl.com).
- d. SMART will recognize pending and finalized charges through USBC's Suspension process. If appropriate the provider could be removed from the SMART account. Upon reinstatement by USBC the provider could be given the account back.

2. **Suspensions of Recipient** – SMART will recognize pending and finalized charges against a recipient through USBC's Suspension process. A recipient suspended from USBC will have their scholarships available, unless the charges are related to the fraudulent use of their scholarships.

## Chapter Seven: Terms and Conditions

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Be sure to return to this page periodically to ensure familiarity with the most current version of these Terms and Conditions.

These terms of use are entered into by and between You and the Scholarship Management and Accounting Reporting for Tenpins (SMART) Online System provided by the United States Bowling Congress (hereafter referred to as the "Company," "we" or "us"). The following terms and conditions (these "**Terms of Use**"), govern your access to and use of [bowl.com/smart](http://bowl.com/smart) including any content, functionality and services offered on or through SMART Online System (the "**Website**"), whether as a guest or a registered user.

Please read the Terms of Use carefully before you start to use the Website. **By using the Website, becoming a provider or receiving scholarship funds (or by clicking to accept or agree to the Terms of Use when this option is made available to you), you accept and agree to be bound and abide by these Terms of Use and our Privacy Policy, found at [smart.bowl.com/Account/LogOn](http://smart.bowl.com/Account/LogOn).** If you do not want to agree to these Terms of Use or the Privacy Policy, you must not access or use the Website.

This Website is offered and available to users who are 13 years of age or older, and their parent or guardian, and to users who reside in the United States or any of its territories or possessions. By using this Website, you represent and warrant that you meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Website.

### **Changes to the Terms of Use**

We may revise and update these Terms of Use from time to time, at our discretion. All changes are effective immediately when we post them and apply to all access to and use of the Website thereafter.

Your continued use of the Website following the posting of revised Terms of Use means you accept and agree to the changes. You are expected to check this page from time to time so you are aware of any changes, as they are binding.

### **Use of the System By a Provider**

A "provider" is any user of the SMART Portal that represents an organization enrolled in the SMART program that has:

- \* Completed the required registration with SMART.
- \* Been added to an existing account by a request, in writing, from a current provider.

You are granted a nonexclusive, nontransferable, revocable license to access and use SMART strictly in accordance with these Terms and Conditions.

Scholarship funds are nonrefundable.

Any information provided through the SMART Portal by a provider will not be verified by SMART, and SMART will not be liable for any information submitted by a provider.

### **Use of the System by Recipient**

"Recipient" is any user, or their agent (parent, grandparent, legal guardian, etc.) of the SMART Portal that represents an individual who has been entered into the SMART Portal from a provider on a "recipient list."

You are granted a nonexclusive, nontransferable, revocable license to access and use SMART strictly in accordance with these Terms and Conditions.

Any information provided through the SMART Portal by a recipient will not be verified by SMART, and SMART will not be liable for any information submitted by a recipient.



### **Accessing the Website and Account Security**

We reserve the right to withdraw or amend this Website, and any service or material we provide on the Website, at our discretion without notice. We will not be liable if, for any reason, all or any part of the Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Website, or the entire Website, to users, including registered users.

You are responsible for:

- \* Making all arrangements necessary for you to have access to the Website.
- \* Ensuring all persons who access the Website through your internet connection are aware of these Terms of Use and comply with them.

To access the Website or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Website that all the information you provide on the Website is correct, current and complete. 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.

If you choose, or are provided with, a username, 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 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 username, password or other security information. You agree to notify us immediately of any unauthorized access to or use of your username or password or any other breach of security. You also agree to ensure 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 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.

### **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 the Company, 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, noncommercial 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, noncommercial 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, noncommercial 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 site.
- \* 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.

If you wish to make any use of material on the Website other than that set out in this section, please address your request to [smart@bowl.com](mailto:smart@bowl.com).

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 cease 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 the Company. 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.

### **Trademarks**

The Company name, the terms, the Company logo and all related names, logos, product and service names, designs and slogans are trademarks of the Company or its affiliates or licensors. You must not use such marks without the prior written permission of the Company. All other names, logos, product and service names, designs and slogans on this Website are the trademarks of their respective owners.

### **Prohibited Uses**

You may use the Website only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Website:

- \* In any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the U.S. or other countries).
- \* For the purpose of exploiting, harming or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information or otherwise.
- \* To send, knowingly receive, upload, download, use or re-use any material which does not comply with the Content Standards set out in these Terms of Use.
- \* To transmit, or procure the sending of, any advertising or promotional material, including any "junk mail," "chain letter" or "spam," or any other similar solicitation.
- \* To impersonate or attempt to impersonate the Company, a Company employee, another user or any other person or entity (including, without limitation, by using email addresses or screen names associated with any of the foregoing).
- \* To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which, as determined by us, may harm the Company or users of the Website or expose them to liability.

Additionally, you agree not to:

- \* Use the Website in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Website, including their ability to engage in real time activities through the Website.
- \* Use any robot, spider or other automatic device, process or means to access the Website for any purpose, including monitoring or copying any of the material on the Website.
- \* Use any manual process to monitor or copy any of the material on the Website or for any other unauthorized purpose without our prior written consent.
- \* Use any device, software or routine that interferes with the proper working of the Website.
- \* Introduce any viruses, Trojan horses, worms, logic bombs or other material which is malicious or technologically harmful.
- \* Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer or database connected to the Website.
- \* Attack the Website via a denial-of-service attack or a distributed denial-of-service attack.
- \* Otherwise attempt to interfere with the proper working of the Website.

### **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 site will be considered non-confidential and nonproprietary. By providing any User Contribution on the Website, you grant us and our licensees, successors and assigns, the right to use, reproduce, modify, perform, display, distribute and otherwise disclose to third parties any such material for any purpose.

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 respective licensees, successors and assigns.
- \* All of your User Contributions do and will comply with these Terms of Use.

You understand and acknowledge that you are responsible for any User Contributions you submit or contribute, and you, not the Company, have fully responsibility for such content, including its legality, reliability, accuracy and appropriateness.

We are not responsible, or liable to any third party, for the content or accuracy of any User Contributions posted by you or any other user of the Website.

### **Monitoring and Enforcement: Termination**

We have the right to:

- \* Remove or refuse to post any User Contributions for any or no reason at our sole discretion.
- \* Take any action with respect to any User Contribution that we deem necessary or appropriate in our sole discretion, including if we believe that such User Contribution violates the Terms of Use, including the Content Standards, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Website or the public or could create liability for the Company.
- \* Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy.
- \* Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Website.
- \* Terminate or suspend your access to all or part of the Website for any violation of these Terms of Use.
- \* Suspend or terminate a user's account if a provider account becomes inactive, meaning a deposit or a funded list is not entered into the account during any five (5) year period.  
Activity does not include the return of expired funds from a recipient or Earnings Allocated to a provider from SMART.
- \* Suspend or terminate a user's account if the recipient does not use the funds, within eight (8) years of the date of recipient's high school graduation; within eight (8) years from the date of award, if received after high school graduation; or if the recipient enters active military duty, within eight (8) years from the high school graduation plus the number of years in his/her first enlistment. The number of enlistment years must be reported to SMART at [smart@bowl.com](mailto:smart@bowl.com) prior to expiration of funds (Eight years from the high school graduation date.)

Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Website. YOU WAIVE AND HOLD HARMLESS THE COMPANY AND ITS AFFILIATES, LICENSEES AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY THE COMPANY/ANY OF THE FOREGOING PARTIES DURING OR AS A RESULT OF ITS INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER THE COMPANY/SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

However, we cannot review all material before it is posted on the Website and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications or content provided by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

### **USBC Suspension**

Charges could be filed through the USBC for possible suspension of membership and/or office privileges in USBC for:

- \* Failing to submit and/or fund a scholarship,
- \* Fraudulently request of funds,
- \* Abuse of the system
- \* Violation of these Terms and Conditions, or
- \* Failure to adhere to the SMART Policy Manual.

If warranted, SMART and/or the USBC may initiate a suspension action.

### **Content Standards**

These content standards apply to any and all User Contributions and use of Interactive Services. User Contributions must in their entirety comply with all applicable federal, state, local and international laws and regulations. Without limiting the foregoing, User

Contributions must not:

- \* Contain any material which 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 they originate from or are endorsed by us or any other person or entity, if this is not the case.

### **Copyright Infringement**

If you believe that any User Contributions violate your copyright, please see our Copyright Policy for instructions on sending us a notice of copyright infringement. It is the policy of the Company to terminate the user accounts of repeat infringers.

### **Reliance on Information Posted**

The information presented on or through the Website is made available solely for general information purposes. We do not warrant the accuracy, completeness or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Website, or by anyone who may be informed of any of its contents.

This Website may include content provided by third parties, including materials provided by other users, bloggers and third-party licensors, syndicators, aggregators and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by the Company, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of the Company. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

### **Changes to the Website**

We may update the content on this Website from time to time, but its content is not necessarily complete or up to date. Any of the material on the Website may be out of date at any given time, and we are under no obligation to update such material.

### **Information About You and Your Visits to the Website**

All information we collect on this Website is subject to our Privacy Policy. By using the Website, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

### **Online Purchases and Other Terms and Conditions**

All purchases through our site or other transactions for the sale of services or information formed through the Website or as a result of visits made by you are governed by our Terms of Sale, which are hereby incorporated into these Terms of Use.

### **Linking to the Website and Social Media Features**

You may link to our homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part without our express written consent.

This Website may provide certain social media features that enable you to:

- \* Link from your own or certain third-party websites to certain content on this Website.
- \* Send emails or other communications with certain content, or links to certain content, on this Website.
- \* Cause limited portions of content on this Website to be displayed or appear to be displayed on your own or certain third-party websites.
- \* You may use these features solely as they are provided by us and solely with respect to the content they are displayed with and otherwise in accordance with any additional terms and conditions we provide with respect to such features. Subject to the foregoing, you must not:
  - o Establish a link from any website that is not owned by you.
  - o Cause the Website or portions of it to be displayed, or appear to be displayed by, for example, framing, deep linking or in-line linking, on any other site.
  - o Link to any part of the Website other than the homepage.
  - o Otherwise take any action with respect to the materials on this Website that is inconsistent with any other provision of these Terms of Use.

The website from which you are linking, or on which you make certain content accessible, must comply in all respects with the Content Standards set out in these Terms of Use.

You agree to cooperate with us in causing any unauthorized framing or linking immediately to cease. We reserve the right to withdraw linking permission without notice.

We may disable all or any social media features and any links at any time without notice at our discretion.

### **Links from the Website**

If the Website contains links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party websites linked to this Website, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

### **Geographic Restrictions**

The owner of the Website is based in the state of Texas and incorporated in the state of Wisconsin in the United States of America. 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 by your own initiative and are responsible for compliance with local laws.

### **Disclaimer of Warranties**

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Website will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data. WE WILL NOT BE LIABLE FOR ANY LOSS OR

DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITE, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE, OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

YOUR USE OF THE WEBSITE, ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE IS AT YOUR OWN RISK. THE WEBSITE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE, ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER THE COMPANY, NOR ANY PERSON ASSOCIATED WITH THE COMPANY, MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE WEBSITE. WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY, NOR ANYONE ASSOCIATED WITH THE COMPANY, REPRESENTS OR WARRANTS THAT THE WEBSITE, ITS CONTENT OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE, WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

#### **Limitation on Liability**

IN NO EVENT WILL THE COMPANY, ITS AFFILIATES OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBSITE, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE WEBSITE OR SUCH OTHER WEBSITES OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, FAILURE TO INVEST WISELY, NEGLIGENT INVESTMENT ADVICE, LACK OF DUE DILIGENCE, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE.

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

#### **Indemnification**

You agree to defend, indemnify and hold harmless the Company, its affiliates, licensors and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of the Website, including, but not limited to, your User Contributions, any use of the Website's content, services and products other than as expressly authorized in these Terms of Use or your use of any information obtained from the Website.

#### **Governing Law and Jurisdiction**

All matters relating to the Website and these Terms of Use and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of Wisconsin without giving effect to any choice or conflict of law provision or rule.

Any legal suit, action or proceeding arising out of, or related to, these Terms of Use or the Website shall be instituted exclusively in the federal courts of the United States or the courts of the State of Wisconsin in each case located in the City of Milwaukee and County of Milwaukee. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

#### **Limitation on Time to File Claims**

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



**Waiver and Severability**

No waiver of by the Company of any term or condition set forth in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

**Entire Agreement**

The Terms of Use and our Privacy Policy constitute the sole and entire agreement between you and SMART and the USBC with respect to the Website and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Website.

**Your Comments and Concerns**

This website is operated by the United States Bowling Congress, located at 621 Six Flags Drive, Arlington, Texas, 76011.

All notices of copyright infringement claims should be sent to the copyright agent designated in our Copyright Policy in the manner and by the means set forth therein.

All other feedback, comments, requests for technical support and other communications relating to the Website should be directed to [smart@bowl.com](mailto:smart@bowl.com)

# Chapter Eight: Privacy Policy

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## **Introduction**

The Scholarship Management and Accounting Reporting for Tenpins ("SMART") Online System provided by the United States Bowling Congress ("USBC") (hereafter the "**Company**" or "*We*") respect your privacy and are committed to protecting it through our compliance with this policy.

This policy describes the types of information we may collect from you or that you may provide when you visit the SMART website [bowl.com/smart](http://bowl.com/smart) (our "**Website**") and our practices for collecting, using, maintaining, protecting and disclosing that information.

This policy applies to information we collect:

- \* On this Website.
- \* In email, text and other electronic messages between you and this Website.
- \* Through mobile and desktop applications you download from this Website, which provide dedicated non-browser-based interaction between you and this Website.
- \* When you interact with our advertising and applications on third-party websites and services, if those applications or advertising include links to this policy.

It does not apply to information collected by:

- \* Us offline or through any other means, including on any other website operated by Company or any third party (including our affiliates and subsidiaries); or
- \* Any third party (including our affiliates and subsidiaries), including through any application or content (including advertising) that may link to or be accessible from or on the Website.

Please read this policy carefully to understand our policies and practices regarding your information and how we will treat it. If you do not agree with our policies and practices, your choice is not to use our Website. By accessing or using this Website, you agree to this privacy policy. This policy may change from time to time. Your continued use of this Website after we make changes is deemed to be acceptance of those changes, so please check the policy periodically for updates.

## **Children Under the Age of 13**

Our Website is not intended for children under 13 years of age. No one under age 13 may provide any personal information to or on the Website. We do not knowingly collect personal information from children under 13. If you are under 13, do not use or provide any information on this Website or on or through any of its features/register on the Website, make any purchases through the Website, use any of the interactive or public comment features of this Website or provide any information about yourself to us, including your name, address, telephone number, email address or any screen name or user name you may use. If we learn we have collected or received personal information from a child under 13 without verification of parental consent, we will delete that information. If you believe we might have any information from or about a child under 13, please contact us at [smart@bowl.com](mailto:smart@bowl.com).

## **Information We Collect About You and How We Collect It**

We collect several types of information from and about users of our Website, including information:

- \* By which you may be personally identified, such as name, postal address, email address, telephone number, social security number, or any other identifier by which you may be contacted online or offline ("personal information");
- \* That is about you but individually does not identify you; and/or
- \* About your internet connection, the equipment you use to access our Website and usage details.

We collect this information:

- \* Directly from you when you provide it to us.
- \* Automatically as you navigate through the site. Information collected automatically may include usage details, IP addresses and information collected through cookies, web beacons, and other tracking technologies.
- \* From third parties, for example, our business partners.



### **Information You Provide to Us.**

The information we collect on or through our Website may include:

- \* Information that you provide by filling in forms on our Website. This includes information provided at the time of registering to use our Website, posting material, or requesting further services. We may also ask you for information when you enter a contest or promotion sponsored by us, or when you report a problem with our Website.
- \* Records and copies of your correspondence (including email addresses), if you contact us.
- \* Your responses to surveys that we might ask you to complete for research purposes.
- \* Details of transactions you carry out through our Website and of the fulfillment of your orders. You may be required to provide financial information before placing an order through our Website.
- \* Your search queries on the Website.

You also may provide information to be published or displayed (hereinafter, "posted") on public areas of the Website or transmitted to other users of the Website or third parties (collectively, "User Contributions"). Your User Contributions are posted on and transmitted to others at your own risk. Although we limit access to certain pages, please be aware that no security measures are perfect or impenetrable. Additionally, we cannot control the actions of other users of the Website with whom you may choose to share your User Contributions. Therefore, we cannot and do not guarantee that your User Contributions will not be viewed by unauthorized persons.

### **Information We Collect Through Automatic Data Collection Technologies**

As you navigate through and interact with our Website, we may use automatic data collection technologies to collect certain information about your equipment, browsing actions and patterns, including:

- \* Details of your visits to our Website, including traffic data, location data, logs, and other communication data and the resources that you access and use on the Website.
- \* Information about your computer and internet connection, including your IP address, operating system and browser type.

The information we collect automatically may include personal information, but we may maintain it or associate it with personal information we collect in other ways or receive from third parties. It helps us to improve our Website and to deliver a better and more personalized service, including by enabling us to:

- \* Estimate our audience size and usage patterns.
- \* Store information about your preferences, allowing us to customize our Website according to your individual interests.
- \* Speed up your searches.
- \* Recognize you when you return to our Website.

The technologies we use for this automatic data collection may include:

- \* **Cookies (or browser cookies).** A cookie is a small file placed on the hard drive of your computer. You may refuse to accept browser cookies by activating the appropriate setting on your browser. However, if you select this setting you may be unable to access certain parts of our Website. Unless you have adjusted your browser setting so that it will refuse cookies, our system will issue cookies when you direct your browser to our Website.
- \* **Flash Cookies.** Certain features of our Website may use local stored objects (or Flash cookies) to collect and store information about your preferences and navigation to, from and on, our Website. Flash cookies are not managed by the same browser settings as are used for browser cookies.
- \* **Web Beacons.** Pages of our Website and our emails may contain small electronic files known as web beacons (also referred to as clear gifs, pixel tags and single-pixel gifs) that permit the Company, for example, to count users who have visited those pages or opened an email and for other related website statistics (for example, recording the popularity of certain website content and verifying system and server integrity).

We do not collect personal Information automatically, but we may tie this information to personal information about you that we collect from other sources or you provide to us.

### **How We Use Your Information**

We use information that we collect about you or that you provide to us, including any personal information:

- \* To present our Website and its contents to you.
- \* To provide you with information, products or services that you request from us.
- \* To fulfill any other purpose for which you provide it.

- \* To provide you with notices about your account, including expiration and renewal notices.
- \* To carry out our obligations and enforce our rights arising from any contracts entered into between you and us, including for billing and collection.
- \* To notify you about changes to our Website or any products or services we offer or provide through it.
- \* To allow you to participate in interactive features on our Website.
- \* In any other way we may describe when you provide the information.
- \* For any other purpose with your consent.

We may also use your information to contact you about our own and third-parties' goods and services that may be of interest to you. If you do not want us to use your information in this way, please adjust your user preferences in your account profile.

We may use the information we have collected from you to enable us to display advertisements to our advertisers' target audiences. Even though we do not disclose your personal information for these purposes without your consent, if you click on or otherwise interact with an advertisement, the advertiser may assume that you meet its target criteria.

### **Disclosure of Your Information**

We may disclose aggregated information about our users, and information that does not identify any individual, without restriction.

We may disclose personal information that we collect, or you provide as described in this privacy policy:

- \* To our subsidiaries and affiliates.
- \* To contractors, service providers and other third parties we use to support our business and who are bound by contractual obligations to keep personal information confidential and use it only for the purposes for which we disclose it to them.
- \* To a buyer or other successor in the event of a merger, divestiture, restructuring, reorganization, dissolution or other sale or transfer of some or all of SMART's or the USBC's assets, whether as a going concern or as part of bankruptcy, liquidation or similar proceeding, in which personal information held by the Company about our Website users is among the assets transferred.
- \* To third parties to market their products or services to you if you have not opted out of these disclosures. We contractually require these third parties to keep personal information confidential and use it only for the purposes for which we disclose it to them.
- \* To fulfill the purpose for which you provide it. For example, if you give us an email address to use the "email a friend" feature of our Website, we will transmit the contents of that email and your email address to the recipients.
- \* For any other purpose disclosed by us when you provide the information.
- \* With your consent.

We may also disclose your personal information:

- \* To comply with any court order, law or legal process, including to respond to any government or regulatory request.
- \* To enforce or apply our terms of use, or terms of sale and other agreements, including for billing and collection purposes.
- \* If we believe disclosure is necessary or appropriate to protect the rights, property, or safety of SMART or USBC, our customers or others. This includes exchanging information with other companies and organizations for the purposes of fraud protection and credit risk reduction.

### **Choices About How We Use and Disclose Your Information**

We strive to provide you with choices regarding the personal information you provide to us. We have created mechanisms to provide you with the following control over your information:

- \* **Tracking Technologies and Advertising.** You can set your browser to refuse all or some browser cookies, or to alert you when cookies are being sent. To learn how you can manage your Flash cookie settings, visit the Flash player settings page on Adobe's website. If you disable or refuse cookies, please note that some parts of this site may then be inaccessible or not function properly.
- \* **Disclosure of Your Information for Third-Party Advertising.** If you do not want us to share your personal information with unaffiliated or non-agent third parties for promotional purposes, you can opt-out at the time of registration. You can also always opt-out by sending us an email stating your request to [smart@bowl.com](mailto:smart@bowl.com)

- \* **Promotional Offers from the Company.** If you do not wish to have your contact information used by the Company to promote our own or third-party products or services, you can opt-out at the time of registration or at any other time by sending us an email stating your request to [smart@bowl.com](mailto:smart@bowl.com). If we have sent you a promotional email, you may send us a return email asking to be omitted from future email distributions. This opt out does not apply to information provided to the Company as a result of a product purchase, warranty registration, product service experience or other transactions.
- \* **Targeted Advertising.** If you do not want us to use information that we collect or that you provide to us to deliver advertisements according to our advertisers' target-audience preferences, you can opt-out at the time of registration. You can also send us an email stating your request to [smart@bowl.com](mailto:smart@bowl.com).
- \* We do not control third parties' collection or use of your information to serve interest-based advertising. However, these third parties may provide you with ways to choose not to have your information collected or used in this way. You can opt out of receiving targeted ads from members of the Network Advertising Initiative ("NAI") on the NAI's website.

### **Accessing and Correcting Your Information**

You can review and change some of your personal information by logging into the Website and visiting your account profile page.

You may also send us an email at [smart@bowl.com](mailto:smart@bowl.com) to request access to, correct or delete any personal information that you have provided to us. We cannot delete your personal information except by also deleting your user account. We may not accommodate a request to change information if we believe the change would violate any law or legal requirement or cause the information to be incorrect.

If you delete your User Contributions from the Website, copies of your User Contributions may remain viewable in cached and archived pages or might have been copied or stored by other Website users. Proper access and use of information provided on the Website, including User Contributions, is governed by our terms of use [smart.bowl.com/Account/LogOn](http://smart.bowl.com/Account/LogOn)

### **Your California Privacy Rights**

California Civil Code Section § 1798.83 permits users of our Website that are California residents to request certain information regarding our disclosure of personal information to third parties for their direct marketing purposes. To make such a request, please send an email to [smart@bowl.com](mailto:smart@bowl.com) or write us at SMART, 621 Six Flags Drive, Arlington, TX 76011.

### **Data Security**

We have implemented measures designed to secure your personal information from accidental loss and from unauthorized access, use, alteration and disclosure. All information you provide to us is stored on our secure servers behind firewalls. Any payment transactions will be encrypted.

The safety and security of your information also depends on you. Where we have given you (or where you have chosen) a password for access to certain parts of our Website, you are responsible for keeping this password confidential. We ask you not to share your password with anyone. We urge you to be careful about giving out information in public areas of the Website like message boards. The information you share in public areas may be viewed by any user of the Website.

Unfortunately, the transmission of information via the internet is not completely secure. Although we do our best to protect your personal information, we cannot guarantee the security of your personal information transmitted to our Website. Any transmission of personal information is at your own risk. We are not responsible for circumvention of any privacy settings or security measures contained on the Website.

### **Changes to Our Privacy Policy**

It is our policy to post any changes we make to our privacy policy on this page. If we make material changes to how we treat our users' personal information, we will notify you by email to the email address specified in your account and/or through a notice on the Website home page. The date the privacy policy was last revised is identified at the top of the page. You are responsible for ensuring we have an up-to-date active and deliverable email address for you, and for periodically visiting our Website and this privacy policy to check for any changes.

### **Contact Information**

To ask questions or comment about this privacy policy and our privacy practices, contact us at SMART, 621 Six Flags Drive, Arlington, TX 76011 or via our toll-free number: 800-514-2695.