

RIDDELL

PRIVACY POLICY

Effective Date: June 14, 2024

Introduction and Scope

BRG Sports, Inc., Riddell, Inc., and their respective subsidiaries and affiliates (collectively, “**Riddell**”, “**we**”, “**us**” or “**our**”) respects the privacy of our visitors, users, and customers (referred to as “**you**” or “**your**”). This privacy policy (as posted on our website at <https://content.riddell.com/privacy-policy/> and as amended from time to time and effective as of the date posted) (“**Privacy Policy**”) describes the types of information we collect from you or that you may provide when you visit or use our www.riddell.com website or the websites of our affiliates or subsidiaries (together, “**Website**”), purchase our products (“**Products**”), use our mobile app (“**Mobile App**”), or use our services (“**Services**”), and our practices for collecting, using, maintaining, protecting, disclosing, retaining, and transferring that information. This Privacy Policy applies to the data collected by us, our affiliates and subsidiaries, or those working on our behalf, through information you enter or from the data imported from sources authorized or approved by us. It does not apply to data collected through third-party websites, or to products, or services not approved by us.

Acknowledgement and Consent

By visiting our Website or purchasing or using our Products, Mobile App, or Services in any manner, you acknowledge that you accept the terms, practices and policies described in this Privacy Policy (and as updated from time to time), and you hereby consent that we may collect, use, process, share, retain, and transfer your information as described herein. If you do not agree with our policies and practices, your choice is not to use our Website or our Services. Your use of our Website and our Services, and purchase of our Products, is at all times subject to our Terms and Conditions (available at <https://content.riddell.com/terms-conditions/> and as amended from time to time and effective as of the date posted (the “**Terms**”)), which is incorporated by reference herein. Any capitalized terms we use in this Privacy Policy without defining them have the definitions given to them in the Terms.

Changes to Our Privacy Policy

We are constantly working to improve our Website, Services and Mobile App, and we may need to change this Privacy Policy from time to time as well. Our current Privacy Policy will always be on our Website and any updates will be effective upon posting. You are responsible for periodically checking our Website for updates. Under certain circumstances, we also may elect to notify registered Users of changes or updates to this Privacy Policy by additional means, such as posting a notice on the Website or by sending you an email, but you should not rely on receiving such additional notice. If you use the Website, purchase Products, or use our Services after any changes to the Privacy Policy have been posted, you agree to the new Privacy Policy. Use of information we collect now is subject to the Privacy Policy in effect at the time such information is collected.

What Information Does This Privacy Policy Cover?

This Privacy Policy covers our treatment of your personally identifiable information. “**Personal Information**” generally refers to any unencrypted or non-deidentified information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked

with a particular person. However, the definition of Personal Information may vary depending on the state or country in which you reside, and that state's or country's definition will apply to your Personal Information in the context of this Privacy Policy. Please see additional information below on the particular information we may collect.

Personal Information does not include information publicly available from government records or information excluded by applicable law. Personal Information also does not include your Personal Information that has been deidentified, pseudonymized, anonymized, aggregated, and/or otherwise processed so as to be unidentifiable in such a way that the data can no longer be attributed to a specific individual (by reasonable means) without the use of additional information, and where such additional information is kept separate and under adequate security to prevent unauthorized re-identification of a specific individual such that one could not, using reasonable efforts, link such information back to a specific individual (collectively, all of the foregoing in this sentence being referred to as "**De-Identified Personal Information**").

We also may collect Personal Information from you through means other than our Website. This may include offline collection, such as if you submit a paper application, make a payment by check, or call or visit our office. It also may include emails, or other electronic communications that you send to us separate from our Website or by way of our Service Providers (as defined herein). However, if we combine the Personal Information we collect from you outside of our Website with Personal Information that is collected through our Website or by another means as described above, the Privacy Policy will apply to the combined information, unless specifically disclosed otherwise.

If, for example, you are applying for employment with us, either via our Website portal (available [here](#)) or offline, we or our service providers may obtain information from you and/or third parties about professional, and/or employment as part of a background check, among other information, as part of the application process.

Other than as stated herein, this Privacy Policy does not apply to information collected by 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 our Website. We are not responsible for the practices of sites linked to or from the Website, and before interacting with any of these sites you are advised to review their rules and policies before providing them with any private information.

Individuals under the Age of 18

We do not knowingly collect, solicit or maintain Personal Information from anyone under the age of 18 or knowingly allow such persons to register for or use our Services. If you are under 18, please do not send any Personal Information about yourself (such as your name, address, telephone number, or email address) to us. In the event that we learn that we have collected Personal Information from a child under age 18 without verification of parental consent, we will use commercially reasonable efforts to delete that information from our database. Please contact us if you have any concerns.

Personal Information We Collect

We collect several categories of Personal Information from and about you as summarized in the following table:

Category	Specific Items of Personal Information
Identifiers	<ul style="list-style-type: none"> • first and last name • user name (which may include first and last name) • email address • postal address • zip code • unique personal identifier, e.g.: customer/account name or number, phone number, mobile device identifier
Demographic	<ul style="list-style-type: none"> • birth date, national origin, country of residence
Characteristics of protected classifications under California or federal law	<ul style="list-style-type: none"> • color, sex, gender, gender identity and expression, age
Commercial information	<ul style="list-style-type: none"> • personal property records • products/services purchasing history and tendencies
Internet or other electronic network activity; device information	<ul style="list-style-type: none"> • Internet Protocol (IP) address, protocol, and/or sequence information • operating system and platform • browsing, session, interaction, and search history related to our Website • cookies • browser type, language, and version • material and pages viewed • time and date of access to our Website • number of clicks per visit • pages viewed, time spent on a page, click-through and clickstream data, queries made, search results selected, comments made • hypertext transfer protocol headers, application client and server banners, and operating system fingerprinting data
Geolocation	<ul style="list-style-type: none"> • physical location
Professional or employment information	<ul style="list-style-type: none"> • email address that identifies you (e.g., jane.r.smith@website.com versus jrs@website.com) • employer, employment history, information from professional references, work experience
Other information	<ul style="list-style-type: none"> • signatures • physical characteristics or descriptions

How We Collect Personal Information and from What Sources

Information You Provide Us. The Personal Information we collect through our Website, or from our distributors, resellers, representatives, business partners, service providers, divisions, and subsidiaries may include the following:

- Information that you provide by filling in webforms on our Website. This includes information provided when creating an online account, purchasing our Products or Services, subscribing to our e-newsletters or other communications, requesting information from us, submitting or posting material (where permitted) on our forums, or interacting with customer support or service, report a problem with our Website, Products, or Services, or otherwise communicating with us.
- Membership application information
- Records and copies of your correspondence (including email addresses), if you contact us
- Registering for an event
- Your responses to surveys that we or our service providers might ask you to complete for research purposes
- Your search queries on the Website
- In stores (parent, subsidiary and affiliate brands)
- When communicating with customer service/support
- Through participation in loyalty/rewards programs
- Third party websites and mobile applications (e.g., websites that share information with us or advertising partners regarding online activities)
- Data suppliers (e.g., companies that provide demographics and other information regarding consumers)
- Joint marketing partners
- Online advertising companies
- Mailing list providers
- Fulfillment and delivery service providers
- Social media companies
- Other service providers
- Responding to employment opportunities

Careers Website Portal. Our Careers Website portal (available [here](#)) has information about employment opportunities with us, and contains a link which directs you to a third party's website (but which contains our brands) through which you can submit an application for employment. This application will request certain Personal Information of you. The Career Opportunities Privacy Policy set forth at the end of this Privacy Policy applies to our Careers Website and information collecting/processing, in addition to this Privacy Policy. That third party's website has its own terms of use and privacy policy which you should review prior to submitting any Personal Information through that website. We may be provided your application, including some or all of the Personal Information (and other information) you submit.

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 the following:

- Details of your visits to our Website, including, but not limited to, website traffic data, logs, and other communication data and the resources that you access and use on the Website.
- Information about your computer, mobile device, and internet connection, including your IP address, operating system, browser type, clickstream patterns, the URL of the most recent website you visited before coming to our Website, the amount of time you spent on our Website, and the pages you viewed while on our Website.

Behavioral Tracking. We do not allow personalized third-party behavioral tracking, though we may use De-Identified Personal Information to track users' click or browsing patterns.

Facial Recognition for Events. We may use Google Vision or other software or service on our Websites that ask event attendees to upload a photo for their event badge for security purposes. This is used solely to identify if the photo contains an image of a human face. We store the photo that the attendee has uploaded and the facial recognition only adds a Yes/No answer as to whether the photo contains an image of a human face.

Location Analytics: Our mobile application includes functionality which allows our attendees to identify their location at the event, in certain cases. Application users choose to use the application anonymously or to login as an identified user, in which case the personal data provided upon registration may be used. Information such as IP address, device ID and location is gathered.

Cookie Notice and Policy. The technologies we use for automatic data collection may include cookies, local storage cookies, web beacons, pixel tracking, GIF, IP address, and other technologies. Each of these is discussed below.

Browser Cookies

Browser cookies are small files placed on the hard drive of your computer or mobile device. They may contain certain data, including, but not limited to: the name of the server that has placed it there, an identifier in the form of a unique number, and, an expiration date (some cookies only). Browser cookies are managed by the web browser (Internet Explorer, Firefox, Safari, Google Chrome, etc.) on your computer or mobile device. Different types of cookies which have different purposes are used on our Website.

Essential Cookies

Essential cookies are essential to allow you to browse our Website and use its functions. Without them, services such as shopping baskets and electronic invoicing would not be able to work.

Performance Cookies

Performance cookies collect information on the use of our Website, such as which pages are consulted most often. This information enables us to optimize our Website and simplify browsing. Performance cookies also enable our affiliates and partners to find out whether you have accessed one of our Website pages from their site and whether your visit has led to the use or purchase of a Product or Service from our Website, including the references for the Product or Service purchased. These cookies do not collect any information which could be used to identify you. All the information collected is aggregated, and therefore anonymous.

Functionality Cookies

Functionality cookies enable our Website to remember the choices you have made when browsing. For example, we can store your general geographic area (but not precise geolocation) in a cookie so that the Website corresponding to your geographic area is shown. We can also remember your preferences, such as the text size, font and other customizable aspects of the Website. Functionality cookies also may be able to keep track of the products or videos consulted to avoid repetition. The information collected by these cookies cannot be used to identify you and cannot monitor your browsing activity on sites which do not belong to us.

It is possible that you will come across third-party cookies on some pages of sites that are not under our control.

We also use cookies such as functionality cookies to implement tracking technology on our Website. This allows us to display advertising that is tailored to you on our Website, to understand which parts of our content interest you the most, and which Product or Service categories you request. This tracking uses De-Identified Personal Information data. Some of our service providers are allowed to place cookies on our Website. Those companies also may provide you with the option of preventing the use of cookies in the future. For more information, contact the relevant third-party provider.

At any time, you can prevent the use of cookies in the future. You may activate the appropriate setting in your browser to refuse to accept browser cookies. However, if you do, your experience on our Website may be affected; e.g., 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.

Local Storage Cookies

Certain features of our Website may use local stored objects to collect and store information about your preferences and navigation to, from and on our Website. Local storage cookies are not managed by the same browser settings as are used for browser cookies.

GIF. We may use tiny images known as clear GIFs to track behavior of users, including statistics on who opens our emails.

IP Address. Our servers (or those of our service providers) automatically record certain log file information reported from your browser when you access the Website. These server logs may include information such as which pages of the Website you visited, your internet protocol (“IP”) address, browser type, and other information on how you interact with the Website. These log files are generally deleted periodically.

Information We Collect from Third Parties

We may collect information that others provide about you when you use the Website, or obtain information from other sources and combine that with information we collect through the Website.

- **Third Party Services.** If you link, connect, or login to your account with a third party social media service (e.g., Facebook, Google, Instagram, Yelp, etc.), the third party service may send us information such as your registration and profile information from that service. This information varies and is controlled by that service or as authorized by you via your privacy settings at that service.

- **Employment and Background Information.** For job applicants in the United States, to the extent permitted by applicable laws, we may obtain reports from public records of criminal convictions or sex offender registrations. For applicants outside of the United States, to the extent permitted by applicable laws, we may obtain the local version of background or checks. You agree to and do hereby consent to our use of such information, including your full name and date of birth, to obtain such reports.
- **Other Sources.** To the extent permitted by applicable law, we may receive additional information about you, such as demographic data or fraud detection information, from third party service providers and/or partners, and combine it with information we have about you. For example, we may receive background check results or fraud warnings from service providers like identity verification services for our fraud prevention and risk assessment efforts. We may receive information about you and your activities on and off the Website through partnerships, or about your experiences and interactions from our partner ad networks. Other examples of such providers include, but are not limited to, backend processing, fulfillment, automation, video hosting platform, email management, authentication, form processing, website usage tracking, managing calendar invites and scheduling, and database hosting and management.

Third-Party Use of Cookies and Other Tracking Technologies

Some content or applications, including advertisements, on the Website, is served by third parties, including advertisers, ad networks and servers, content providers and application providers. First-party or third-party cookies may be used alone or in conjunction with web beacons or other tracking technologies to collect or compile information regarding user interactions with ad impressions and other ad service functions as they relate to our Website. A first-party cookie is a cookie set by the domain name that appears in the browser address bar. A third-party cookie is a cookie set by (and on) a domain name that is not the domain name that appears in the browser address bar. It might be set as part of a side resource load (image, JS, iframe, etc., from a different hostname) or an AJAX HTTP request to a third-party server. The information that first-party and third-party cookies collect may be associated with your Personal Information or they may collect information, including Personal Information, about your online activities over time and across different websites and other online services (i.e., tracking such activities). They may use this information to provide you with interest-based (behavioral) advertising or other targeted content.

We do not control these third parties' tracking technologies or how they may be used. If you have any questions about an advertisement or other targeted content, you should contact the responsible provider directly. We, along with third-party vendors such as Google, use first-party cookies (such as the Google Analytics cookies) and third-party cookies (such as the DoubleClick cookie) or other third-party identifiers together to compile data regarding user interactions with ad impressions and other ad service functions as they relate to our Website. More information on how to opt-out of third-party advertiser tracking mechanisms is available [here](#).

Google Tools. We use tools provided by Google as described below.

Google Analytics. We use, and/or some of our third-party service providers may use, [Google Analytics](#) or other analytics service to help us understand the use of our Website and Services. Google Analytics is a web analysis service provided by Google. Google utilizes data it collects to track and examine the use of our Website to prepare reports on its activities and share them with other Google services. Google may use the Data collected to contextualize and

personalize the ads of its own advertising network. The Personal Information collected and processed may include cookies, usage data, and other internet information. This processing may constitute a “sale” of Personal Information based on the definition under the CCPA/CPRA. Residents of California can find information regarding how to opt out of the sale in the section below describing the rights of California residents. Such service providers may place their own cookies in your browser. This Privacy Policy covers use of cookies by us only and not the use of cookies by third parties.

Google AdSense Advertising. We use Google AdSense Advertising (or other search engine or display network advertising) on our website. Google’s advertising requirements and principles are available [here](#). They are put in place to provide a positive experience for users. We have implemented the following: (a) Remarketing with Google AdSense and (b) Google Display Network Impression Reporting.

Users can set preferences for how Google advertises to you using the Google Ad Settings page. Alternatively, you can opt out by visiting the Network Advertising Initiative Opt Out page or by using the Google Analytics Opt Out Browser add-on.

Posting Content

You also may submit information, such as comments, reviews, testimonials, etc., to be published or displayed (“**posted**”) on public areas of the Website, or transmitted to other users of the Website or third parties (collectively, “**Content**”). Your Content is posted and transmitted to others at your own risk. We cannot control the actions of other users of the Website with whom you may choose to share your Content. Therefore, we cannot and do not guarantee that your Content will not be viewed by unauthorized persons. By posting any Content or submitting Content for posting you agree to and do hereby grant us and our licensors, affiliates, partners, successors and assigns, a nonexclusive, perpetual, irrevocable, worldwide, sublicensable, transferrable, royalty-free right and license to use, store, publicly display and perform, publish, transmit, transfer, distribute, translate, reproduce, rearrange, edit, redact, modify, aggregate, summarize, abstract, adapt, and create derivative works of the Content that you post or otherwise submit to us for any purpose, in any form, medium, or technology now known or later developed (“**Right to Use**”).

The Right to Use you grant us above also extends to any Content that you have posted to our Facebook or other social media account pages, or on other websites, e.g., Google, Yelp, Trip Advisor, Instagram, etc.

If we permit you to post Content, by posting any Content, or submitting Content for posting, you agree to with the following “**User Content Posting Guidelines**”:

To the extent our Website contains areas where you can post or submit to be posted Content such as comments, product reviews, testimonials, etc., you agree to post Content that is proper and related to the general theme of the Website. Content also includes that which you send to us by email, text, mail, or other means. You agree not to post or submit any Content that:

- Is off-topic, false, inaccurate, misleading, defamatory, libelous, stalking, threatening, obscene, pornographic, indecent, vulgar, offensive, which contains unlawful material or information, or which otherwise violate the legal rights (such as rights of privacy and publicity) of others;

- Harasses, degrades, intimidates, or is hateful toward an individual or group of individuals on the basis of religion, gender, sexual orientation or identity, race, ethnicity, age, or disability;
- Is not your own original creation or that you do not have permission to use or that infringes the copyright, trademark, patent, or other proprietary right of any person or that is used without the permission of the owner;
- Is intended to provide professional advice, including but not limited to, the provision of medical treatment, or legal, financial or investment advice;
- Promotes or provides instructional information about illegal or illicit activities;
- Purports to be from any person or entity, including but not limited to one of our employees, or falsely states or otherwise misrepresents your affiliation with a person or entity;
- Includes personal or identifying information about another person without that person's explicit consent, or is doxxing or gaslighting;
- Contains malicious software code of any kind, including, but not limited to, code that contain viruses, malware, corrupted files, or any other similar software or programs designed to or that may interrupt, lock up, destroy, damage or limit the operation of another person's computer or network or telecommunications equipment;
- Disrupts the normal flow of dialogue with an excessive number of messages (flooding attack) to the Website, or that otherwise negatively affects the ability of others to use the Website; or,
- Advertises or offers to sell any goods or services, or engage in surveys, contests, chain letters, or for any commercial purpose.

How We Use Your Information

We use information that we collect about you or that you provide to us, including any Personal Information, for one or more of the following purposes:

- To present to you our Website and content and provide information and notices (e.g., updates) related thereto.
- To provide you with Products, Services, and information related thereto that you request from us and your related questions.
- To provide customer Service and support.
- To process transaction payments, refunds, and reimbursements for any Products or Services that you choose to purchase from us.
- To send you emails and newsletters with Product, Service, company, and other information and offers.
- To allow you to participate in interactive features on our Website.
- To enhance and improve our Products and Services, for example, by performing internal research, analyzing user trends and measuring demographics and interests And for analyzing how the Products and Services are used, diagnosing Service or technical problems, and maintaining security.
- To de-identify, aggregate, anonymize, etc., your data.

- For internal purposes, such as Website and system administration or internal audits and reviews.
- To our affiliates, subsidiaries, divisions, and/or our members of our family of companies
- To comply with applicable law(s) (e.g., to comply with a search warrant, subpoena or court order) or to carry out professional ethics/conduct investigations.
- In any other way we may describe and for which we obtain your consent when you provide the information.

We use cookies, clear gifs, and log file information to remember information so that you will not have to re-enter it during your visit or the next time you visit the Website, and/or, help you efficiently access your information after you sign in.

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.

Sharing of Your Personal Information

We may or do disclose your Personal Information, in whole or in part, to the following types of third parties, and for one or more of the following purposes:

Type of Third Party	Purpose
Data storage or hosting providers	Secure storage and transmission of your data
Database and software service providers	Management and tracking of your data
Legal and compliance consultants, such as external counsel, external auditors, or tax consultants	Provide professional services to us
Technology providers	Assist in the development and management of our Website
Payment solution providers	Secure processing of payments you provide to us
Fulfillment and shipping vendors	Fulfillment and delivery of Products and Services

Disclosures to Affiliates and Subsidiaries. Your Personal Information may be combined or shared among other current or future Riddell entities.

Disclosures to Service Providers. We may share your Personal Information with third parties for the purpose of providing or improving the Services to you. We may share your Personal Information with third party service providers which perform services on our behalf (“**Service Providers**”). This includes, without limitation, Service Providers which provide services relating to: outbound and/or inbound communications, data analysis, credit checks, screening checks, collection services, marketing assistance, managing customer information, creating, hosting, and/or providing customer or support services on our behalf, fulfilling orders, delivering packages, sending postal mail and email, removing repetitive information from customer lists, providing search results and links (including paid listings and links), processing credit card payments, or managing our conferences and other events. These Service Providers may have access to your Personal Information in order to provide these services to us or on our behalf. If we engage Service Providers for any of the foregoing, use of your Personal Information will be bound by obligations of confidentiality and their use of Personal Information will be restricted to providing their services to us. We may store Personal Information in locations outside our direct control (for instance, on servers or databases located or co-located with hosting Service Providers).

Required Disclosures. Except as otherwise described in this Privacy Policy, we will not disclose your Personal Information to any third party unless required to do so by law, court order, legal process (e.g., subpoena), including, but not limited to, in order to respond to any government, regulatory, or licensing request, or if we believe that such action is necessary to: (a) comply with the law, comply with legal process served on us or our affiliates, subsidiaries, service providers, or partners, or investigate, prevent; (b) enforce our Terms or customer agreement (including for billing and collection purposes); (c) take precautions against liability; (d) investigate and defend ourselves against any third-party claims or allegations or to investigate, prevent, or take action regarding suspected or actual illegal activities; (e) assist government enforcement agencies or to meet national or other security requirements; (f) to protect the security or integrity of our Website, Products, and Services; or, (g) exercise or protect the rights, property, or personal safety of us, our users or others. We will attempt to notify you, where practicable, about these requests unless: (i) providing notice is prohibited by the legal process itself, by court order we receive, or by applicable law, or (ii) we believe that providing notice would be futile, ineffective, create a risk of harm to an individual or group, or create or increase a risk of acts of fraud done upon us or our users. In instances where we comply with legal requests without notice for these reasons, we will attempt to notify that user about the request after the fact if we determine in good faith that we are no longer legally prohibited from doing so and that no risk scenarios described in this paragraph apply.

Your Consent to Disclosure/Transfer/Sale of Your Personal Information. You consent (and shall not object) to our disclosure, transfer, and/or sale of your Personal Information, De-Identified Personal Information, and other information you provide to us, as well as the rights you have granted or consented to in this Privacy Policy (collectively, “**Transferred Information**”) to a potential or actual buyer or acquirer of assets or equity of our company or other successor for the purpose of considering or undergoing a merger, divestiture, restructuring, reorganization, dissolution, change in control, or sale or transfer of some or all of our assets (each of the foregoing referred to as a “**Transfer**”), whether as a going concern or as part of bankruptcy, liquidation or other court proceeding, in which Personal Information held by us is among the assets transferred. We cannot make any representations regarding the use or transfer of Transferred Information that we may have in the event of our bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. Furthermore, except as required by law, we are not and will not be responsible for any breach of security by any third parties or for any actions of any third parties that receive any of the Transferred Information that is disclosed to us.

Security

We have implemented technical, administrative, and organizational security measures designed to secure your Personal Information from accidental loss and from unauthorized access, use, destruction, alteration and disclosure. Your Personal Information is contained behind secured networks and a firewall and is only accessible by our personnel and by a limited number of Service Providers who have special access rights to our systems, and who are required to keep the information confidential. Our Website is scanned on a regular basis for security holes and known vulnerabilities in order to make your visit to our Website safe.

Any payment transactions involving credit or debit cards will be performed using our third-party payment processors or gateways, who will use appropriate security procedures designed to protect your information. We do not collect or store full credit card numbers.

Our agents, contractors, Service Providers, and partners who require access to your Personal Information in order to provide services to us or to you on our behalf are also required to keep the information confidential in a manner consistent with this Privacy Policy and are not permitted to disclose the information to third parties or use the information for any purpose other than to carry out the services they are performing for us, or as permitted pursuant to our agreement with them.

The safety and security of your information also depends on you. You should maintain good internet security practices. Where you have password-protected access to an account or certain parts of the Website or Services, you are responsible for keeping this password confidential. Please help keep your account safe by using a strong password, or, better yet, a strong pass phrase. You should not share your password with anyone. You must prevent unauthorized access to your account and Personal Information by selecting and protecting your password appropriately and limiting access to your computer or mobile device and browser by signing off after you have finished accessing your account. If your email account or Facebook account is compromised this could allow access to your account with us if you have given up those details and/or permitted access through those accounts. If your email account is compromised it could be used to ask us to reset a password and gain access to your account with us. If you think that any of your accounts have been compromised you should change your account credentials with us, and in particular make sure any compromised account does not allow access to your account with us. The information you share in public areas may be viewed by other users. We will never email you to ask for your password or other account login information. If you receive such an email, please send it to us so we can investigate.

You hereby release and forever discharge us and our affiliates, subsidiaries, officers, directors, employees, and agents, and their respective successors and assigns, and you will indemnify, defend and hold us harmless, from and against any liability, claim, or cost (including attorneys' fees), arising directly or indirectly from any failure by you to maintain the security of your email or other accounts that directly or indirectly results in an unauthorized third party having access to such email or accounts or causes us to transfer funds based on instructions purporting to have originated from you (i.e., "wire transfer fraud" or "business email compromise" events).

Unfortunately, the transmission of information via the internet is not completely secure. Although we do use security measures designed to protect your Personal Information, we cannot guarantee the security of your Personal Information transmitted to us or which we obtain. Any transmission of Personal Information is at your own risk. Unauthorized entry or use, or hardware or software failure, and other factors, may compromise the security of user information at any time. We are not responsible for circumvention of any privacy settings or security measures contained on the Website or used with our Services.

Data Retention

In general, our retention of Personal Information is reasonably necessary and proportionate to achieve the purposes for which the Personal Information was collected or processed, or for another disclosed purpose that is compatible with the context in which the Personal Information was collected, and not further processed in a manner that is incompatible with those purposes. The time period for which we retain your Personal Information depend on the purposes for which we use it. We will retain your Personal Information for as long as your account is active, or as long as you are a registered account holder or user of our Services or for as long as we have another business purpose to do so (such as, but not limited to, for business, tax, or legal purposes) and, thereafter,

for no longer than is required or permitted by law, or our records retention policy, reasonably necessary for internal reporting and reconciliation purposes, or to provide you with feedback or information you might request. This period of retention is subject to our review and alteration. We will also retain Usage Data for analytics purposes. “**Usage Data**” refers to data collected automatically, either generated by the use of the Service or from the Service infrastructure itself (for example, the duration of a page visit). Usage Data is generally retained for a shorter period of time, except when this data is used to strengthen the security or to improve the functionality of our Service, or we are legally obligated to retain this data for longer time periods.

Following termination or deactivation of your user account, we may retain your profile information and all information posted to public areas of the Website. Following termination or deactivation of your user account, we may retain your Personal Information and other data, but will maintain it as confidential according to the Terms, this Privacy Policy, and as required by applicable law. We have the right to delete all of your Personal Information and other data after termination of your user account without notice to you.

We may retain De-Identified Personal Information for as long as we deem appropriate.

What Information You Can Access, Change, or Delete

Through your user account settings page, you may access and, in some cases, edit, or delete certain information you have provided to us, such as name and password, email address, address, user profile information, etc. The information that you can view, update, and delete may change as the Products, Website, Services or our practices change. If you have any questions about viewing or updating information we have on file about you, please contact us.

Privacy Notice for Residents of California and Certain Other States

The following in this section applies to California residents, but certain aspects may also apply to residents of Virginia or of other states, depending on your state’s laws.

California Online Privacy Protection Act (“CalOPPA”; also known as the “Shine the Light” law) Calif. Bus. & Prof. Code § 22575-22578, available [here](#);

CalOPPA applies only to companies which collect Personal Information of California residents.

How We Respond to Do Not Track Signals. CalOPPA requires us to let you know how we respond to web browser Do Not Track (“DNT”) signals. DNT is a privacy preference you can set in your web browser to indicate that you do not want certain information about your webpage visits collected across websites when you have not interacted with that service on the page. For details, including how to turn on DNT, see [here](#). Because there currently isn’t an industry or legal standard recognizing or honoring DNT signals, we don’t respond to them at this time. We await the result of work by the privacy community and industry to determine when such a response is appropriate and what form it should take.

Visitors can visit our Website anonymously by adjusting the settings in your browser.

Third-Party Behavioral Tracking. We do not allow third-party behavioral tracking of Personal Information, though we may use De-Identified Personal Information to track users’ click or browsing patterns.

California Consumer Privacy Act of 2018 (“CCPA”) as amended by the California Privacy Rights Act of 2020 (together, “CPRA”, available [here](#)); If you are a California resident (occasionally

referred to below as “**Consumer**”), California law provides Consumers with additional rights regarding our use of your Personal Information.

For purposes of this section the term Personal Information means “personal information” as defined under CPRA or under the privacy law of the state in which you reside.

California and certain other states provide (as of the effective date of this Privacy Policy) consumers with additional rights, which, for certain states, are summarized in the table below:

Privacy Notice of Rights in Certain States (updated 6/2024)

Right	Description of Right	California	Colorado	Connecticut	Utah	Virginia
Access	Right to access a copy of your Personal Information held by us right to know what personal information has been collected, from where, and why,	Yes, other than trade secrets	Yes, other than trade secrets	Yes, other than trade secrets	Yes	Yes
Correction	Right to have inaccuracies in your Personal Information to be corrected	Yes	Yes	Yes	No	Yes
Deletion	Right to request deletion of your Personal Information held by us	Yes, of consumer-provided data only	Yes	Yes	Yes, of consumer-provided data only	Yes
Opt out of sale or sharing	Right to request information about the categories of Personal Information we sell or share (if any) and data we share with third parties (the foregoing of which is described above in this Privacy Policy)	Yes	Yes	Yes	Yes	Yes
Opt out of targeted advertising	Right to opt-out of the use of automated decision-making technology, including profiling	Yes	Yes	Yes	Yes	Yes
Opt out of profiling	Right to opt-out of our use of profiles	Yes	yes	Yes	No	Yes
Limit use and disclosure of sensitive Personal Information	Right to limit our use of sensitive Personal Information we collect (if any) to what is necessary to perform the services or provide the goods reasonably	Yes	Yes	Yes	Yes	No

Right	Description of Right	California	Colorado	Connecticut	Utah	Virginia
	expected by an average consumer					
Data portability	Right to transmit your Personal Information to another business	Yes	Yes	Yes	Yes, for consumer-provided data only	Yes, for consumer-provided data only
Nondiscrimination	We will not discriminate against you simply for your exercising any of your rights	Yes	Yes	Yes	Yes	Yes
Appeal	Right to appeal our decision (if we decline to honor your request; likely due to an exception in the law)	No	Yes	Yes	No	Yes

The categories of your Personal Information we collect are listed above in the section entitled “Personal Information We Collect.” The purposes for which the categories of Personal Information are or may be used is described above in the section entitled “How We Use Your Information” and in other sections of this Privacy Policy.

The following sections on sale and data rights apply to residents of California and, to the extent applicable by law, to Virginia residents.

We have not sold or shared your Personal Information for monetary or other valuable consideration, however, our use of cookies and other website tracking technologies may be considered a sale or sharing of Personal Information under the CCPA/CPRA, in which case the categories of Personal Information that we have sold or shared under the CCPA/CPRA include identifiers (e.g., IP addresses) and internet or other similar network activity. Categories of third parties to whom Personal Information is sold or shared under the CCPA/CPRA include data analytics providers and advertising and marketing providers.

Data Access Rights

For residents of states in which we have statutory obligations regarding data access requests, and unless a statutory exemption applies, where applicable you have the right to request no more than twice in a 12-month period that we disclose certain information to you about our collection and use of your Personal Information over the past 12 months. Once we receive and confirm your verifiable Consumer request, we will disclose to you:

- The categories of Personal Information we collected about you.
- The categories of sources for the Personal Information we collected about you.
- Our business or commercial purpose for collecting that Personal Information.
- The categories of third parties with whom we share that Personal Information.
- The specific pieces of Personal Information we collected about you (also called a data portability request) and provide a copy to you in an electronic or paper format.

- If we disclosed your Personal Information for a business purpose, a list disclosing disclosures for a business purpose, identifying the Personal Information categories that each category of recipient obtained.

Deletion Request Right

You have the right to request that we delete any of your Personal Information that we collected from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable Consumer request, we will delete (and direct our service providers to delete) your Personal Information from our records, unless an exception applies (as described below).

As permitted by CPRA (or other states' laws) we may delete your Personal Information by (a) permanently and completely erasing the Personal Information on our existing systems with the exception of archived or back-up systems; (b) de-identifying the Personal Information; or, (c) aggregating the Personal Information.

We may deny your deletion request if retaining the information is necessary for us or our Service Providers to:

- Complete the transaction for which we collected the Personal Information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you.
- Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
- Correct Products, Services, or our Website to identify and repair errors or issues that might impair existing or intended functionality.
- Exercise free speech, ensure the right of another Consumer to exercise their free speech rights, or exercise another right provided for by law.
- Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 et. seq.).
- Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
- Comply with a legal, regulatory or law enforcement obligation.
- Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

Where permitted under applicable law (e.g., Colorado, Connecticut, and Virginia), you may appeal our denial of your request if you feel we have made a mistake. To submit an appeal, please use the same method of contact that you used to submit your request.

Exercising Access, Data Portability, and Deletion Rights

To exercise the access, data portability, and deletion rights described above, please submit a verifiable Consumer request to us by: sending an email to us at atconsumerservices@riddell.com. Only you, or a person registered with the California Secretary of State that you authorize to act on your behalf, may make a verifiable Consumer request related to your Personal Information. You also may make a verifiable Consumer request on behalf of your minor child. You may only make a verifiable Consumer request for access or data portability twice within a 12-month period. The verifiable Consumer request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected Personal Information or an authorized representative.
- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

We cannot respond to your request or provide you with Personal Information if we cannot verify your identity or authority to make the request and confirm the Personal Information relates to you. Making a verifiable Consumer request does not require you to create an account with us. We will only use Personal Information provided in a verifiable Consumer request to verify the requestor's identity or authority to make the request.

Verification Process

Upon receiving a data access or deletion request from you we will send an email to you at the email address we have for you on file. The email will ask you to respond to verify you as the Consumer making the request. Upon receipt of your verification we will match your information to that which is in our file. Upon verification of your identity we will proceed to process your request (subject to the exceptions stated above).

Response Timing and Format

For California residents, unless applicable state law requires otherwise, we will confirm receipt of your request within ten (10) business days of receiving it. We will respond to a verifiable Consumer request within forty-five (45) calendar days of its receipt. If we require more time (up to an additional forty-five (45) calendar days), we will inform you of the reason and extension period in writing.

If you have an account with us, we will deliver our written response to that account. If you do not have an account with us, we will deliver our written response by mail or electronically, at your option.

Any disclosures we provide will only cover the 12-month period preceding the verifiable Consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable. For data portability requests, we will select a format to provide your Personal Information that is readily useable and should allow you to transmit the information from one entity to another entity without hindrance.

We do not charge a fee to process or respond to your verifiable Consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

Please note that this right does not apply if the disclosure of Personal Information is for purposes consistent with the California resident's reasonable expectations, when considering the submission's circumstances.

Non-Discrimination

We will not discriminate against you simply for your exercising any of your data access rights. Unless permitted by applicable law, we will not:

- Deny you goods or services;

- Charge you different prices or rates for goods or services, including by refusing to grant discounts or other benefits, or imposing penalties;
- Provide you a different level or quality of goods or services; or,
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

Notices; Opting Out

By providing us with your phone number and/or email address (including by “following”, “liking”, linking your account to our Website or Service or other services, etc., on a third party website or network), you consent to our using the email address and/or phone number to send you Service-related notices by email, text, or by calling you, including any notices required by law (e.g., notice of data privacy or security incidents), in lieu of communication by postal mail. You also agree that we may send you notifications by email, phone, or text, of activity regarding our Products, Services, the Website, your Personal Information, or any aspect of our relationship, to the email address or phone number you give us, in accordance with any applicable privacy settings. We may use your email address to send you other messages or content, such as, but not limited to, newsletters, additions or changes to features of the Service, special offers, etc. If you do not want to receive such email messages, you may opt out by emailing us your opt-out request or, where available, by clicking “unsubscribe” at the bottom of our e-newsletter. Opting out may prevent you from receiving email messages regarding updates, improvements, special features, announcements, or offers. You may not opt out of Service-related emails.

You can add, update, or delete information as explained above. When you update information, however, we may maintain a copy of the unrevised information in our records. You may request deletion of your account by emailing us. It is your responsibility to maintain your current email address with us.

Where We Process and Store Personal Information

We have our headquarters in the United States. The Personal Information we or our service providers collect may be stored and processed in servers within or outside of the United States and wherever we and our service providers have facilities around the globe, and certain information may be accessible by persons or companies outside of the United States who provide services for us. You consent to our and our service providers’ transmission and/or transfer of your Personal Information to, or access it in, jurisdictions that may not provide equivalent levels of data protection as your home jurisdiction. We will take reasonable steps to ensure that your Personal Information receives an adequate level of protection in the jurisdictions in which we process it.

If you are a citizen or resident of the UK, EEA, Switzerland, or other regions with laws governing data collection and use that may differ from the laws in the United States, please note that we may transfer your information to a country or jurisdiction that does not have the same data protection laws as your jurisdiction. We may do so to process your information by staff, contractors, or service providers operating outside these countries who work for us.

If you are a resident of a country other than the United States, you acknowledge and consent to our (and our service providers) collecting, transmitting, processing, transferring, and storing your Personal Information out of the country in which you reside.

ADA Information

Riddell is committed to providing employees and the public, including persons with disabilities, with access to its websites and web-based information and services.

In designing the Website, we endeavor to make every reasonable effort to comply with the web accessibility standards and guidelines established pursuant to Section 508 of the Rehabilitation Act and promulgated by the U.S. Access Board.

Our Website has been designed to reach the widest audience possible. If you have difficulty viewing the Website or accessing any information presented on the Website, please contact us.

We use a software application on our public Websites to maintain and increase the accessibility of its digital properties to ensure that persons with disabilities have full and equal enjoyment of our online goods, services, facilities, privileges, advantages, and accommodations;

Contact Information

If you have any questions about this Privacy Policy or our privacy practices, please contact us: by email at customercare@riddellsports.com.