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- A description of the intellectual property that you claim has been infringed.
- A description of the material that you claim is infringing on the said intellectual property.
- An address, telephone number, and email address where you can be contacted.
- Include the statement: "I have a good faith belief that use of the copyrighted materials described above as allegedly infringing is not authorized by the copyright owner, its agent, or the law."
- Include the statement: "I swear, under penalty of perjury, that the information in the notification is accurate and that I am the copyright owner or am authorized to act on behalf of the owner of an exclusive right that is allegedly infringed."
- Your physical signature.

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To the extent any jurisdiction does not allow the exclusion or limitation of direct, incidental, or consequential damages, portions of the above limitation or exclusion may not apply.

**JURISDICTION**

This agreement and all claims relating to the relationship between the parties are governed by the laws of the Republic of the Philippines.

If one or more of the provisions contained in this Agreement is held invalid, illegal or unenforceable in any respect by any court of competent jurisdiction, such holding will not impair the validity, legality, or enforceability of the remaining provisions.

**PRIVACY POLICY**

Please refer to our comments regarding the Privacy Policy below.

**HOW TO CONTACT US**

If you have any questions or concerns about this Terms of Use, please do not hesitate in contacting us:

By Email:

Pilipinas Golf Tournaments, Inc.  
ICTSI Administration Building  
MICT South Access Road  
Port of Manila 1012  
Manila, Philippines

This Terms of Use was published on \_\_\_\_\_, 2024.

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## **PRIVACY POLICY**

At Pilipinas Golf Tournaments, Inc. your privacy is important to us. To better protect your privacy, we have provided this Privacy Policy in order for you to know what personal information is collected, how it is used, and what you can do.

### **WHAT PERSONAL INFORMATION IS COLLECTED AND HOW IS IT USED?**

Pilipinas Golf Tournaments, Inc. collects personal information when you contact us. PGTI collects your name and email address to create your account. Upon account activation, additional information will be collected. This information may include your name, company, email address, and possibly other contact information. We use this information to provide you with information regarding our products and services.

Unless you assent, Pilipinas Golf Tournaments, Inc. will never share any personal information you've provided to us except as described below. i4 Asia Inc. may disclose your personal information to third parties under any of the following circumstances:

- As required by law (such as for criminal investigation, as requested by court of law).
- As may be required to provide services, to conduct billing processing, and other business transactions.
- For research purposes.

### **WHAT OTHER INFORMATION IS COLLECTED AND HOW ARE THEY USED?**

This website collects certain technical information, which includes, but is not limited to, IP addresses, Internet browser used, and web pages accessed. This information is used for statistical purposes only and is not used to track you personally.

### **STORAGE AND TRANSMISSION OF PERSONAL INFORMATION**

Personal information is transmitted or stored on servers protected with industry-standard security practices such as SSL, data encryption, regular security updates, and network firewalls.

### **RETENTION PERIOD**

We retain personal information as long as you have an account in our system.

Upon request for deletion of your account, we will either delete or anonymize it or, where possible. Your personal information is also stored in backups for at least 90 days before deletion.

### **LINKS TO OTHER SITES**

This website contains links to other sites. Pilipinas Golf Tournaments, Inc. does not control the information collection policies and procedures of sites that can be accessed from this website. If you have any questions about the information collection policies and procedures of external sites, please contact those entities directly.

### **OUR COMMITMENT TO CHILDREN'S ONLINE PRIVACY**

Pilipinas Golf Tournaments, Inc. does not knowingly accept online personal information from children under the age of 13. Pilipinas Golf Tournaments, Inc. does not knowingly collect or solicit personal information about children under the age of 13. In the event that any personal information

from children under the age of 13 has been collected, parents may request the removal of their children's personal information.

### **CHANGES TO THIS PRIVACY POLICY**

Pilipinas Golf Tournaments, Inc. reserves the right to change this Privacy Policy from time to time. If we do make changes, the revised Privacy Policy will be posted on this website and will take effect immediately.

### **PARTICIPATION OF DATA SUBJECT**

You are entitled to the following rights:

- A. Be informed on whether your personal information shall be, are being or have been processed;
- B. Be furnished with the information indicated below before the entry of your personal information into the processing system of the personal information controller, or at the next practical opportunity:
  - (1) Description of the personal information to be entered into the system;
  - (2) Purposes for which they are being or are to be processed;
  - (3) Scope and method of the personal information processing;
  - (4) The recipients or classes of recipients to whom they are or may be disclosed;
  - (5) Methods utilized for automated access, if the same is allowed by the data subject, and the extent to which such access is authorized;
  - (6) The identity and contact details of the personal information controller or its representative;
  - (7) The period for which the information will be stored; and
  - (8) The existence of their rights, i.e., to access, correction, as well as the right to lodge a complaint before the Commission.

Any information supplied or declaration made to you on these matters shall not be amended without prior notification: Provided, That the notification under subsection(b) shall not apply should the personal information be needed pursuant to a subpoena or when the collection and processing are for obvious purposes, including when it is necessary for the performance of or in relation to a contract or service or when necessary or desirable in the context of an employer-employee relationship, or when the information is being collected and processed as a result of legal obligation;

- C. Reasonable access to, upon demand, the following:
  - (1) Contents of your personal information that were processed;
  - (2) Sources from which personal information were obtained;
  - (3) Names and addresses of recipients of the personal information;
  - (4) Manner by which such data were processed;
  - (5) Reasons for the disclosure of the personal information to recipients;
  - (6) Information on automated processes where the data will or likely to be made as the sole basis for any decision significantly affecting or will affect you;
  - (7) Date when your personal information was last accessed and modified; and
  - (8) The designation, or name or identity and address of the personal information controller.

- D. Dispute the inaccuracy or error in the personal information and have the personal information controller correct it immediately and accordingly unless the request is vexatious or otherwise unreasonable. If the personal information has been corrected, the personal information controller shall ensure the accessibility of both the new and the retracted information and the simultaneous receipt of the new and the retracted information by recipients thereof: Provided, That the third parties who have previously received such processed personal information shall be informed of its inaccuracy and its rectification upon your request;
- E. Suspend, withdraw or order the blocking, removal or destruction of your personal information from the personal information controller's filing system upon discovery and substantial proof that the personal information are incomplete, outdated, false, unlawfully obtained, used for unauthorized purposes or are no longer necessary for the purposes for which they were collected; and
- F. Be indemnified for any damages sustained due to such inaccurate, incomplete, outdated, false, unlawfully obtained, or unauthorized use of personal information.
- G. Right to data portability – where personal information is processed by electronic means and in a structured and commonly used format, you have the right to obtain from the personal information controller a copy of data undergoing processing in an electronic or structured format, which is commonly used and allows for further use.

#### **HOW TO CONTACT US**

If you have any questions or concerns about this Privacy Policy or Pilipinas Golf Tournaments, Inc.'s use of your personal information, please do not hesitate in contacting us:

By Email:

This Privacy Policy was published on \_\_\_\_\_, 2024.