

UNITED STATES EQUESTRIAN FEDERATION WEBSITE TERMS AND CONDITIONS

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The Federation reserves the right to change these Terms and Conditions at any time without notice to you. You are therefore responsible for regularly reviewing these Terms and Conditions. Continued use of this Website following any such changes shall constitute your acceptance of such changes.

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Any material downloaded or otherwise obtained through the use of the Website is done at your own discretion and risk and you will be solely responsible for any damage to your computer system or loss of data that results from the download of any such material.

REGISTRATION DATA

You acknowledge and agree that USEF, in management of certain sweepstakes, promotions, or programs, may share your information with USEF Recognized Affiliates, other USEF members, sweepstakes partners or USEF Sponsors (collectively, "Permitted Third Parties"). Your registration constitutes permission for USEF and Permitted Third Parties to contact you for promotional and/or marketing purposes. Your relationship with each Permitted Third Party is independent of USEF and subject to that Permitted Third Party's terms of use and/or privacy policy. By registering, you acknowledge and agree that USEF does not and cannot control the actions of any Permitted Third Party, and you further agree to release and hold harmless USEF from any and all liability, injury, loss or damage of any kind that may arise from or out of your interaction with such Permitted Third Party.

LINKS FROM AND TO THE WEBSITE

You acknowledge and agree that the Federation has no responsibility for the accuracy or availability of information, material, or content provided by third party linked websites, or the content, performance, terms and conditions of use, the privacy policies, or practices on such websites. Links to such sites do not constitute an endorsement by the Federation of such websites or the content, products, other materials or services presented on such websites. Information in the many webpages that are linked to the Website, and the applications and services available through the Website, comes from a variety of sources. The Federation does not author, edit, or monitor the content, links, or services provided by third parties. THE FEDERATION SHALL NOT BE RESPONSIBLE OR LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY DAMAGE OR LOSS CAUSED OR ALLEGED TO BE CAUSED BY OR IN CONNECTION WITH USE OF OR RELIANCE ON ANY SUCH CONTENT, PRODUCTS, OR OTHER MATERIAL AVAILABLE ON THE WEBSITE OR ON THIRD PARTY LINKED WEBSITES.

In the event that you wish to establish a link to the Website, you expressly agree:

- To obtain prior written approval from the Federation to establish a link to the Website;
- Not to include the Website into the frame of another website and to create a direct link to the Federation's official Website at www.usef.org not to create any third party association with the Website; and
- Ensure that the link does not state or imply that Federation sponsors or endorses any other website activity, company or entity, or presents the Federation and/or equestrian sport in a false, misleading, defamatory or derogatory manner.

The link to our Website does not permit you to use any of the Federation and/or third party content, names, logos, pictures, or trademarks, unless separately agreed to in writing by the relevant rights-holder.

INDEMNITY

As a condition of use of the Website, you agree to indemnify the Federation and its affiliates, officers, employees and agents from and against any and all liabilities, expenses (including attorneys' fees) and damages arising out of claims resulting from your use of the Website.

RESOLVING DISPUTES

Please read this provision of this section carefully. It provides that any dispute may be resolved by binding arbitration. By agreeing to arbitration, you are hereby waiving the right to go to court, including the right to a jury. In arbitration, a dispute is resolved by an arbitrator, or a panel of arbitrators, instead of a judge or jury. The parties understand that they would have had a right or opportunity to litigate disputes through a court and to have a judge or jury decide their case, but they choose (by their acceptance of this Agreement, in accessing or using the service or the site) to have any disputes resolved through arbitration.

By accessing this Website, you waive the right to litigate in court any claim or dispute either as an individual or as a class action, either as a member of a class or as a representative, or to act as a private Attorney General.

In order to expedite and control the cost of disputes, you agree that any legal or equitable claim relating to your use of this Website and these Terms and Conditions thereof (a "Claim") will be resolved as follows:

1. Informal Claim Resolution: To initiate an informal resolution to a Claim, you must send a notice by first class United States mail to United States Equestrian Federation, 4047 Iron Works Pkwy, Lexington, KY, 40511 Attention: General Counsel (a "Notice"). Neither you nor the Federation may start a formal proceeding (except for Claims described in subsection 3 below) for at least sixty (60) days after one of either party notifies the other of a Claim in writing. If the Federation initiates a Claim, you will be sent a notice to the billing address on file with the Federation.

2. Formal Resolution: If a claim cannot be resolved informally, then the Claim shall be resolved, upon election by either party, exclusively and finally by binding arbitration.

The party initiating arbitration must follow the rules and procedures of the American Arbitration Association ("AAA") in effect at the time the Claim is filed, and the parties agree that the arbitration shall be administered by the AAA. You may obtain copies of the current rules, forms and instructions for initiating an arbitration by contacting:

American Arbitration Association
1633 Broadway, 10th Floor
New York, New York 10019
Website: www.adr.org
800.778.7879

This arbitration agreement is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act ("FAA"), and not by any state law concerning arbitration.

3. Cost Sharing: Whichever party files the arbitration must pay the initial filing fee. All other fees will be allocated as provided by the applicable rules of the arbitrating body and applicable law. Each party will bear the expense of that party's attorneys, experts, and witnesses, and other expenses, regardless of which party prevails, but a party may recover any or all expenses from another party if the arbitrator, applying applicable law, so determines.

4. Binding Effect: In the arbitration proceeding, the arbitrator must follow applicable law, and any award may be challenged. Any court with jurisdiction may enter judgment upon the arbitrator's award. The arbitrator's decision is final and binding on all parties and may be enforced in any federal or state court with jurisdiction.

PRIVACY & SECURITY

The Federation is subject to U.S. data protection laws when collecting and processing personal data. For details, please refer to our Privacy Policy.

APPLICABLE LAW AND JURISDICTION

By accessing the website, you agree that the laws of the Commonwealth of Kentucky will apply to all matters relating to the use of the website.

In the case of a dispute, you agree to submit to the exclusive jurisdiction of the United States District Court for the Eastern District of Kentucky or the Fayette County Circuit Court.