Privacy Policy

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Welcome to www.nyrr.org, the official website of New York Road Runners, Inc. We refer to ourselves, on this page, as: “New York Road Runners,” “NYRR,” “we,” “our,” or “us.” We refer to you as “you” or “your” or “yourself.”

1. Purpose of this Privacy Policy

This Privacy Policy (“Policy”) governs our privacy practices with respect to our website located at www.nyrr.org and any of NYRR’s other registered domains, mobile apps, or social networking pages, profiles, or feeds that post a link to this Policy (collectively, the “Services”).

By using our Services, you are agreeing to this Policy and to allow us to collect, use, store, and transfer your information as described in this Policy. Please note that this means, regardless of where you live, you will be giving us permission to transfer your information to, and to store and process your information within, the United States of America or other countries where NYRR or our affiliates, subsidiaries, or agents maintain facilities or business operations.

If you do not wish to agree to these terms, please immediately cease use of the Services. Your use of our Services is also subject to “Terms of Use,” which are separate from this Policy, and located at www.nyrr.org/terms-of-use.

If you have any questions about our privacy practices, please contact us as set forth in the section entitled “Contact Us” below.

2. What Information is Collected

The information we collect includes personal data, which is information relating to an identified or identifiable natural person. We also collect information that does not identify you (including information that has been de-identified). Some examples of information we collect include the following:

- Contact data, including your first and last name, postal address, phone number, fax number, bib, tag, team, and email address.
- Credentials, including your passwords, password hints, and information for authentication and account access.
- Demographic data, including your age, gender, country, city, state, educational level, annual household income and other data about you.
- Business data, including your professional affiliation, industry, charity for which you are running where applicable, and airline miles number.
- Payment data, including your payment instrument (such as a credit or debit card number), associated security code, and other data necessary to process your payment if you make a purchase.
• Profile data, including your interests, personal photograph, performance in Events such as net time, pace per mile, overall place, gender place, age place, age-graded time, age-graded performance percentage, and professional or sub-elite runners biography or status. For example, during races your photograph may be taken by our service providers and/or partners, and made available to you for download or purchase.

• Contacts data, including your family members’ information.

• Resume data, including employment history, transcript, writing samples, references and other data necessary to consider you for a job opening if you submit an application to us.

• Service use data, including data about the features you use, the pages you visit, the e-mails and advertisements you view, the products you purchase, the time of day you browse, and your referring and exiting pages.

• Device identifiers, including your IP address, AD ID (e.g., IDFA or AAID).

• Radio-Frequency Identification (“RFID”), which is the technology used by most event timing devices or race bibs and may be associated with your bib number and other personal information about you.

• Device connectivity and configuration data, including the type of device or browser you use, your device’s operating software, your internet service provider, and your device’s regional and language settings.

• Location data, including precise real-time location data (e.g., latitude/longitude data, RFID data) as you proceed throughout an event course, and imprecise location data (e.g., location derived from an IP address or data that indicates a city or postal code level). For example, your exact whereabouts during a race are collected to enable live web and mobile tracking features that allow family members, friends, and other members of the public, to follow your progress during a race. Location data is connected to other categories of data above such as contact data, demographic data, and profile data.

3. How your Information is Collected

A. Information You Provide

We collect information you provide directly via the Services. For example, we collect information when you create an account, become a member, register for a race, class, or volunteer opportunity, make an online purchase, make a donation, respond to our surveys, enter promotions, or otherwise communicate or transact with us through the Services.

B. Information Collected Automatically

We automatically collect information about you when you access or use the Services (including when you interact with our website, e-mails, advertisements, or Events). We use various technologies now and hereafter developed to collect this information including the following:
• **Log Files.** Log files are files that record and store data about your use of the Services, such as IP address, browser type, internet service provider, referring/exit pages, operating system, and date/time stamps.

• **Cookies.** A cookie is a small piece of data sent from a web site and stored in the user’s web browser while that user is browsing that web site. When the user loads that web site, the browser sends the cookie back to the server to notify the web site of the user’s previous activity. Cookies are used for a variety of reasons. We use cookies to obtain and save information about the preferences of our users and the services they select. We also use cookies to help you navigate the Services and for security purposes to protect our users. For example, if a user is logged on and our Services are unused for an extended period of time, we may automatically log the user off. We also use cookies to bring you advertising both on and off the Services.

• **Web Beacons (“Tracking Pixels”).** Web beacons are small graphic images, also known as "internet tags" or "clear gifs," embedded in web pages, e-mail messages, and advertisements. Web beacons are often used in combination with cookies to track activity by a particular browser on a particular device. Web beacons may be used to count the number of visitors to the Services, to monitor how users navigate the Services, and to count content views. We may also incorporate web beacons or SDKs from third parties that allow us track our conversions, bring you advertising both on and off the Services, and provide you with additional functionality, such as the ability to connect our Services with your social media account.

• **Embedded Scripts.** An embedded script is programming code designed to collect information about your interactions with the Services. It is temporarily downloaded onto your device from our web server or a third party with whom we work, is active only while you are connected to the Services, and deleted or deactivated thereafter.

• **Device Fingerprinting.** Device fingerprinting is the process of analyzing and combining sets of information elements from your device’s browser, such as JavaScript objects and installed fonts, in order to create a “fingerprint” of your device and uniquely identify your device and applications.

• **Location-Identifying Technologies.** GPS, WiFi, Bluetooth, and other location-aware technologies may be used when you enable location-based services through your device. Location data may be used for purposes such as verifying your location and delivering or restricting relevant content based on your location.

• **In-App Tracking Methods.** When you download or use our mobile applications or access one of our unique mobile optimized websites we may receive information about your mobile device. There are a variety of tracking technologies that may be included in mobile applications, and these are not browser-based like cookies and cannot be controlled by browser settings. Some use device identifier, or other identifiers such as “Ad IDs” to associate app user activity to a particular app and to track user activity across apps.
For further information on tracking technologies and your rights and choices regarding them, see the “Third Parties” and “Your Rights and Choices” sections below.

C. Information from Events

We may combine information collected through your participation in NYRR’s races, classes, expos, or other events (“Events”) with information we have collected about you through the Services. To the extent we combine Event information with information we have collected about you on the Services, we will treat the combined information in accordance with the practices described under this Policy.

D. Information from Other Sources

We may obtain information about you from other sources. To the extent we combine such third party sourced information with information we have collected about you on the Services, we will treat the combined information in accordance with the practices described under this Policy, plus any additional restrictions imposed by the source of the data. These third party sources vary over time, but have included:

- Social networks when you reference our Services or grant permission to us to access your data on one or more of these Services, such as third party running apps.
- Partners with which we offer co-branded services or engage in joint marketing activities. For example, we partner with a third party to take photographs of race participants and email participants offers to purchase the photographs.
- Data brokers from which we purchase demographic data that supplements the data we collect.
- Publicly-available sources such as data in the public domain.

We are not responsible for the accuracy of any information provided by third parties or third party policies or practices.

4. How We Use Your Information

We may use information about you, including your personal data, for any purpose consistent with our statements under this Policy and applicable law, including to:

- Manage your registration, accounts, memberships, purchases, volunteer activities, classes, and donations.
- Respond to your requests or correspondence, and provide customer service.
- Send you technical notices, updates, security alerts, information regarding changes to our policies, and support and administrative messages.
- Prevent and address fraud, breach of policies or terms, and threats or harm.
- Assist with system administration, load balancing metrics, and to create reports on user demographics and Services traffic patterns.
- Conduct research, including focus groups and surveys.
• Manage your race data, including bib, tags, net time, pace per mile, race activity and results.
• Improve the Services or other NYRR websites, applications, marketing efforts, products and services.
• Send you advertisements and communicate with you regarding our and third party products, services, offers, promotions, rewards and events we think you may be interested in.
• Serve advertising tailored to your interests on our Services and third party services.
• Fulfill any other purpose disclosed to you and with your consent.

We may use information that does not identify you (including information that has been de-identified) without obligation to you except as prohibited by applicable law. For information on your rights and choices regarding how we use your information, please see the section entitled “Your Rights and Choices” below.

5. How We Share Your Information

We may share your information, including personal data, for any purposes consistent with our statements in this Policy and applicable law, including under the following circumstances:

• **Service Providers.** We employ third party agents or third party service providers to perform services on our behalf, including helping us run our Services, manage races and provide race data, fulfill contests or sweepstakes, administer surveys, process online transactions, send emails, analyze data, execute and optimize marketing/advertising campaigns, consulting services for technical projects, and manage and enhance user data. These third parties have access to information that is needed to perform their functions. These service providers are prohibited from using the information that we share with them for any reason other than performance of the services for which they have been engaged, although we may permit them to use aggregate information which does not identify you or de-identified data for other purposes.

• **Partners.** We partner with third parties to offer you products or promotions on our Service or products and services related to your use of our Events or Services. For example, we work with third parties to offer you special discounts when you purchase products or services on our Services, and, as part of such promotion, we may provide these third parties with information about users who participated in the promotion. We also allow certain third parties to integrate components of our Services into their own websites and apps. For example, we collaborate with a partner running app to host virtual races, for which participants register through NYRR’s website or mobile app and track their overall performance, including pace, splits, and total time by uploading the race to our partner’s platform, and this information may be shared with us and disclosed in the ways set forth in this Privacy Policy. Our partners are responsible for managing their own use of the information collected in these circumstances. We
recommend you review the privacy policies of the relevant partner to find out more about their handling of your personal data.

- **Other Third Parties.** For purposes of facilitating your requests and in connection with tailoring ads, and measuring and improving our Service and advertising effectiveness.
- **Affiliates.** With our affiliates for purposes consistent with this Policy. For example, we may share your information with our affiliates for customer support, marketing, and technical operations.
- **Corporate Transactions.** In connection with, or during negotiations of, any proposed or actual merger, purchase, sale or any other type of acquisition or business combination of all or any portion of our assets, or transfer of all or a portion of our business to another company.
- **Legal Purposes.** Where we are legally compelled to do so or as reasonably necessary to comply with the law or protect safety or rights. This includes complying with court orders, subpoenas, responding to requests from law enforcement agencies; enforcing contract terms; responding to and resolving any claims (including user complaints); or otherwise protecting the safety of rights (including intellectual property rights) of NYRR, our business customers, users, or the general public.
- **Consent.** With your consent or at your direction.
- **Geolocation and Publicly Available Race Result Information.** NYRR uses a radio-frequency identification (“RFID”) tag in race bibs or other technology to track runners’ geolocation during any Events. Such information allows anyone, including the general public, to use the NYRR website and/or applications to determine a runner’s exact real-time geographic location during the Events and to connect it to a runner’s full name, gender, age, distance run, net time, pace per mile, overall place, gender place, age place, age-graded time, age-graded performance percentage and/or, if applicable, race-day photos, and other information, including but not limited to, where applicable, team name, personal ID number, bib number, city, state, country, charity for which an individual is running, biography, and professional or sub-elite status (each individual and collectively “Race Results”). Race Results from virtual races also include information from third party app trackers and platforms. NYRR collaborates with a third party running app to host virtual races for which participants register through NYRR website or mobile app and track their overall performance, including pace, splits, and total time, by uploading the race to the third party app platform. This information is included in Race Results. Participants must agree and consent to have their Race Results, including geolocation information collected, used, tracked, disclosed, and publicly published. By default, real-time geolocation information is publicly available. For information on your choices regarding Race Results, see the Race Geolocation Choices section (below).

Without limiting the foregoing, in our sole discretion, we may aggregate information you and others make available in connection with the Service, post it publicly or share it with third parties, partners or affiliates for any purpose except as prohibited by applicable law. For
example, we may share aggregate information with third parties for research, business or other purposes, such as to make recommendations for running routes, to improve running and walking experiences for runners, and to help our partners understand more about runners. For information on your rights and choices regarding how we share your information, please see the section entitled “Your Rights and Choices” below.

6. Third Parties

A. External Links and Services

NYRR’s Services may contain content from and hyperlinks to websites, mobile applications, online locations, platforms, and services owned and operated by third parties, but we are not responsible for the practices, privacy policies, terms of use, or content of any such third party services. These third parties may use tracking to independently collect information about you and may solicit information from you.

We encourage you to familiarize yourself with the privacy policies and terms of use of third parties. You may provide information to other companies who provide content for various parts of our Service. If you provide information to such companies, that information will be subject to their privacy policies.

B. Social Networking

You also can engage with our Services though video, applications, and other offerings, on or through third party social networking sites and running apps, such as Strava social network for athletes, Facebook or third party social media plug-ins and applications. When you engage with our Services on or through third party social networking sites, plug-ins and applications, both we and the applicable third party may have access to and use information associated with your use, and you should carefully review the third party’s privacy policy and terms of use. You may allow us to have access to certain information from your social media profile (for example, name, e-mail address, photo, gender, birthday, location, your list of friends, people you follow and/or who follow you, your posts or ‘likes’) to deliver the content or as part of the operation of the application. We may combine information which we obtain directly through social networking sites or applications with information we obtain directly through the Services or from other sources.

When you allow us to access information from your social media account, it can enable us to do things like: (1) deliver exclusive content to you, (2) personalize your online experience with us within and outside our applications or web sites, and (3) contact you through the social networking sites or directly using your information. By engaging with our Services through social networking sites or applications, you consent to the use of this information in accordance with this Policy. Additionally, when you provide information in publicly visible areas of social networking sites or applications, it may be viewed by other members of these sites and we cannot prevent further use of the information. We are not responsible for and make no
representations regarding the policies or business practices of any social networking sites or third parties and encourage you to familiarize yourself with and consult their privacy policies and terms of use.

C. Analytics and Advertising Tracking Technologies

We may use Google Analytics and other service providers for analytics services. These analytics services may use tracking technologies to help us analyze Services users and how they use the Services. Information generated by these services (e.g., your IP address) may be transmitted to and stored by these service providers on servers in the U.S. (or elsewhere) and these service providers may use this information for purposes such as evaluating your use of the Services, compiling statistic reports on the Services’ activity, and providing other services relating to Services activity and other internet usage.

We serve ads on and through third party services, such as Facebook and Google, that are targeted to reach people (or people similar to people) who have visited our Services or are identified in one or more of our databases (“Matched Ads”). This is done by us uploading a customer list to the third party service or incorporating a pixel from the third party service on our Services, and the third party service matching common factors between our data and their data. To opt-out of receiving Matched Ads, please contact the applicable third party service. If we use Facebook Custom Audiences to serve Matched Ads on Facebook services, you should be able to hover over the box in the right corner of such Facebook ads and find out how to opt-out. We are not responsible for such third party service’s failure to comply with your opt-out instructions.

For further information on tracking technologies and your rights and choices regarding them, please see the sections entitled “Information Collected Automatically” above and “Your Rights and Choices” below.

7. Your Rights and Choices

A. How You Can Update or Correct Your Account Information

You can send a message to sitefeedback@nyrr.org or log-in to your account to update or correct certain account information we have about you. We will make a good faith effort to make the requested changes in NYRR’s then-active databases as soon as practicable, but it may not be possible to completely update or correct your information. We reserve the right to retain information (a) as required by applicable law; and (b) for so long as reasonably necessary to fulfill the purposes for which the data is retained except to the extent prohibited by applicable law.

B. Online Tracking Technology Choices
As a user of the Services, you may choose to disable cookies on your browser. However, if you choose to disable cookies, you will be unable to use certain functions on the Services. Your ability to limit cookies is subject to your browser settings and limitations.

You can stop all collection of information via our mobile applications by uninstalling them. Also, you may be able to exercise specific privacy choices on your mobile devices, such as enabling or disabling certain location-based services, by adjusting the permissions in your mobile device. Please be aware that if you disable or remove tracking technologies some parts of the Service may not function correctly.

Your browser settings may allow you to automatically transmit a “Do Not Track” signal to online services you visit. Note, however, there is no industry consensus as to what site and app operators should do with regard to these signals. Accordingly, we do not monitor or take action with respect to “Do Not Track” signals or other mechanisms. For more information on “Do Not Track,” visit http://www.allaboutdnt.com.

C. Analytics and Interest-Based Advertising

You can opt-out of your data being used by Google Analytics through cookies by going to https://tools.google.com/dlpage/gaoptout and downloading the Google Analytics Opt-out Browser Add-on.

Some of the advertisers and service providers that perform advertising-related services for us and our partners may participate in the Digital Advertising Alliance (“DAA”) Self-Regulatory Program for Online Behavioral Advertising. To learn more about how you can exercise certain choices regarding Interest-based Advertising, visit http://www.aboutads.info/choices for information on the DAA’s opt-out program for websites, and http://www.aboutads.info/appchoices for information on the DAA’s opt-out program for mobile apps. Some of these companies may also be members of the Network Advertising Initiative (“NAI”). To learn more about the NAI and your opt-out options for their members, see http://www.networkadvertising.org/choices. Please be aware that, even if you are able to opt out of certain kinds of interest-based advertising, you may continue to receive other types of ads. Opting out only means that those selected members should no longer deliver certain interest-based advertising to you, but does not mean you will no longer receive any targeted content and/or ads (e.g., from other ad networks). NYRR is not responsible for effectiveness of, or compliance with, any third-parties’ opt-out options or programs or the accuracy of their statements regarding their programs.

D. Communications

- **E-mails and Push Notifications.** You can opt out of receiving certain promotional communications (e-mails and push notifications) from us at any time (i) for e-mails, follow the instructions as provided in e-mails to click on the unsubscribe link or by sending an e-mail to us at sitefeedback@nyrr.org with the word UNSUBSCRIBE in the
subject field of the e-mail; (ii) for push notifications or in-app messages, adjust the permissions in your mobile device. Please note that your opt-out is limited to the e-mail address, phone number, or device used and will not affect subsequent subscriptions or non-promotional communications, such as those about your account, transactions, servicing, or NYRR’s ongoing business relations.

- **Text Messages, Call Alerts.** If you participate in NYRR Events and agree to receive text messages and call alerts by signing the General Liability Waiver and Release (and not opting out), NYRR may send you ongoing text message and prerecorded call alerts (including by automatic dialing systems) regarding date or time changes, weather or route updates, your location and placement in a race and other race related information for any Events in which you participate. Your consent is not required to participate in any Event or a condition of any purchase, and you may withdraw your consent at any time for text message and pre-recorded call alerts by sending an email to NYRR’s Runner Services at mynyrr@nyrr.org stating that you no longer wish to receive text message alerts and pre-recorded call alerts. Your withdrawal will be put into effect no later than 24 hours from the time your email is received by NYRR. Standard message, data and other fees may be charged by your carrier and carriers may deduct charges from pre-paid amounts or data allowances, for which you are responsible. Not all phone and/or carriers are supported. You may contact your carrier for further details.

**E. Your California Privacy Rights**

If you are a resident of the state of California, this section applies to you.

California’s “Shine the Light” law permits our customers who are California residents to request certain information regarding our disclosure of information to third parties for their direct own marketing purposes. Under the law, a business should either provide California customers certain information upon request or permit California customers to opt in to, or opt out of, this type of sharing.

NYRR shares “personal information” as defined by California’s “Shine the Light” law with third parties for such third parties own direct marketing purposes. California residents may obtain information about our compliance with this law by sending an e-mail to mynyrr@nyrr.org or writing to us at 156 West 56th Street, 5thFloor, New York, NY 10019, Attn: General Counsel. Requests must include “California Privacy Rights Request” in the first line of the description and include your name, street address, city, state, and ZIP code. Please note that NYRR is not required to respond to requests made by means other than through the provided e-mail address or mail address.

**F. Your European Privacy Rights**

Data subjects located in Europe have additional rights set forth in the “Additional Disclosures for Data Subjects in Europe” section.
G. Race Geolocation Choices

If a runner does not want NYRR to publish real-time geolocation information about the runner during an Event in which they are a participant, the runner may opt-out by sending an email to NYRR’s Runner Services at mynyrr@nyrr.org no later than five (5) business days before the Event. The opt-out only stops the publishing of real-time geolocation data about the runner during the Event. Even with an opt-out, other official Race Results will still be publicly published after the Event on NYRR’s website and/or applications, and used and disclosed according to this Privacy Policy.

8. Children

Our Services are directed to a general audience comprised primarily of adult users. Therefore, for most parts of the Services, we do not knowingly collect personal information from children as defined by the U.S. Children’s Privacy Protection Act (“COPPA”). To the extent that a child wants to participate in an Event, that child’s parent or legal guardian must register the child under the parent or legal guardian’s account and give consent to NYRR to collect and use the child’s personal information in compliance with COPPA, and other applicable laws. If you are a parent or guardian and believe NYRR has collected such information in a manner not permitted by COPPA, please contact us at sitefeedback@nyrr.org.

9. Data Security

We take reasonable precautions to secure and protect the information on our systems. Unfortunately, no data transmission over the internet can be 100% secure and, accordingly, we cannot guarantee or warrant the security of any information you disclose or transmit to us online.

The safety and security of your information also depends on you. You are responsible for keeping your 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 Services like message boards. Information that you make public, such as your profile information, will be accessible to others and you are solely responsible for it.

10. Data Retention and Storage

NYRR or our service providers retain your information, including personal data, for as long as necessary to fulfill the purposes for which the information was collected, unless a longer retention period is required or permitted by law. For example, NYRR retains your information for business purposes, for as long as your account is active, and/or as long as is reasonably necessary to provide you with our products and services. NYRR will also retain your information as reasonably necessary to comply with our legal obligations, resolve disputes and enforce our agreements. We may also retain cached or archived copies of your information for a reasonable period of time.
11. International Transfer

We are based in the U.S. and the information we collect is governed by U.S. law. If you are accessing the Services from outside of the U.S., please be aware that information collected through the Services may be transferred to, processed, stored and used in the U.S. and other jurisdictions. Data protection laws in the U.S. and other jurisdictions may be different from those of your country of residence. Your use of the Services or provision of any information therefore constitutes your consent to the transfer to and from, processing, usage, sharing and storage of your information, including personal data, in the U.S. as set forth in this Policy. If your data is collected in Europe, we will transfer your personal data subject to appropriate safeguards, such as standard contractual clauses.

12. Choice of Law

This Policy shall be governed by and construed in accordance with the laws of the State of New York, without regard to any principles of conflicts of law. You agree that any action at law or in equity arising out of or relating to this Policy shall be filed only in the state or federal courts located in the County and State of New York, and you hereby consent and submit to the personal jurisdiction of such courts for the purposes of litigating any action and waive any claim that such courts are an inconvenient forum for such actions.

13. Privacy Policy Changes

We reserve the right to revise this Policy at any time, and you should review this Policy carefully. If we update this Policy, your continued use of the Services following the posting of the revised Policy means that you accept and agree to the terms of the revised Policy. We will inform our users of changes to this Policy by posting such changes on our Services. However, if we are changing this Policy in a manner that might cause disclosure of information we previously advised would not be disclosed, we will contact our users to allow such users to prevent such disclosure.

14. Contact Us

If you have any questions or concerns regarding the Services, this Policy, our data practices, or our compliance with applicable law, please contact via email or mail at the addresses below:

Email: sitefeedback@nyrr.org

Address: 156 West 56th Street, 5th Floor, New York, NY 10019

15. Additional Disclosures for Data Subjects in Europe

A. Data Controller
Data protection laws in Europe make a distinction between organizations that process personal data for their own purposes (known as “controllers”) and organizations that process personal data on behalf of other organizations (known as “processors”). NYRR generally acts as the controller of your information submitted to NYRR through our Services; however NYRR also in some instances will be engaged by a client for processing services.

B. Lawful Basis for Processing

Data protection laws in Europe require a “lawful basis” for processing personal data. Our lawful bases include where: (a) you have given your consent to our processing for a specific purpose, either to us or to our service providers, or partners; (b) processing is necessary for the performance of a contract with you or to comply with a legal obligation; or (c) processing is necessary for the purposes of the legitimate interests pursued by NYRR and fundamental rights do not override these interests.

C. Data Subjects’ Rights

If you are a data subject in Europe, you have the right to access, rectify, or erase any personal data we have collected about you through the Services. You also have the right to data portability and the right to restrict or object to our processing of personal data we have collected about you through the Services. In addition, you have the right to ask us not to process your personal data (or provide it to third parties to process) for marketing purposes or purposes materially different than for which it was originally collected or subsequently authorized by you. You may withdraw your consent at any time for any data processing we do based on consent you have provided to us.

You may exercise your rights by submitting a written request to us at the address set forth in the “Contact Us” section. We will respond to your request within 30 days. We may request specific information from you to help us confirm your identity and process your request. Applicable law may require or permit us to decline your request. If we decline your request, we will tell you why, subject to legal restrictions.

D. Complaints

If you would like to submit a complaint about our use of your personal data or response to your requests regarding your personal data, you may contact our Data Protection Officer or submit a complaint to the data protection regulator in your jurisdiction. NYRR would however appreciate the opportunity to address your concerns before you approach a data protection regulator, and would welcome you directing an inquiry first to us at the address set forth in the “Contact Us” section.
16. Augmented Reality

This privacy policy governs your use of the marathon application 2022 United Airlines NYC Half - Augmented Reality for mobile devices. The Application has an augmented reality feature developed to allow users to click their picture wearing a finisher medal.

What information is your app collecting?

For Augmented Reality feature, app uses TrueDepth API that collects face features with the help of which we can display medal image on the phone screen. User then places the medal image around his neck and clicks his picture.

For what purposes are you collecting this information?

The Augmented Reality (AR) feature in the app enables to click a picture with a medal around their neck. True depth API identifies the users facial features and brings up the medal on the screen. Users now have to place the medal around the neck and click their picture. We are not collecting any user information from this feature.

Will the data be shared with any third parties? Where will this information be stored?

No, data will not be shared with any 3rd parties. User can click the picture and it can be shared to whomsoever with his consent.