



PRIVACY POLICY

A. PURPOSE

This Privacy Policy (“Policy” or “Notice”) describes the types of information The Stadium LLC (the “Company”) may collect from you or that you may provide to us through the use of this website and platform, located at www.wininpr.com, as well as related websites including our subdomains (collectively, the “Sites”), any of our mobile betting applications (the “Application(s)”), kiosks, retail services and your use of any other services, features, functionalities, applications, browser extensions, and other services provided by us (collectively, together with the Sites and the Application(s), the “Services”) and our practices for collecting, using, maintaining, protecting, and disclosing that information. This Policy should be read in conjunction with our Terms and Conditions. This Policy is aligned with the Company’s internal practices and does not in any way clash with any other policies adopted and prepared by the Company. This Notice does not apply to websites, applications, or services that do not display or link to this Notice or that display or link to different privacy statements.

The words “we”, “us”, or “our” are used interchangeably throughout this Policy to refer to the Company and/or partners or third-party service providers.

The terms “you”, “user” or “player” are used interchangeably throughout this Policy to refer to any individual, whether a registered or non-registered user, that visits the Sites or the Application(s), or otherwise uses the Services.

B. EFFECTIVE DATE AND CHANGES TO BE NOTIFIED

This Policy is in effect as of September 7th, 2023. We may, from time to time, make changes to this Policy. If this Policy were to be modified either partially or in its entirety, all users who have provided us with their email address will be notified via email of such modifications and the date on which such modifications shall become effective. Users that do not provide us with an email address will be able to access the new Policy upon accessing the Sites and/or the Application(s), which policy will state its effective date. If you do not agree to the terms of this Policy, or if you do not want us to collect, use, or share your information in the ways described in this Policy, please do not visit the Sites and the Application(s), or use the Services. By visiting the Sites and/or the Application(s), and using the Services, you consent to the collection and use of your information by us as identified herein, in compliance with this Policy and the Terms and Conditions for the Services.

C. TYPE OF INFORMATION COLLECTED AND HOW WE COLLECT THE INFORMATION



We collect Personally Identifiable Information (“PII”), defined as any information relating to an identified or identifiable person, through the Sites and the Application(s). This may include first and last name(s), date of birth, place of birth, social security number (or equivalent government identification number), driver’s license number, passport number, voter’s identification or other official identification, residential address, phone number, email address, photos, debit instrument number, credit card number, bank or financial account numbers of any type with or without passwords or access code that may have been assigned, account number and authentication credentials, names of users and passwords or access codes to public or private information systems, tax information, the amount of money credited to, debited from, or present in any particular player account, the amount of money wagered by a particular player on any sports event or special event, and any other personal information you submit to us. We collect this information when you register with the Sites and the Application(s), and create an account, wager on any sports event or special event, choose to participate in various activities on the Sites or the Application(s), submit a question or comment or otherwise provide feedback, respond to surveys, or use the Sites and the Application(s).

We will collect and maintain the following information for each player account record, as applicable: (a) Unique identification of the player and username (if different); (b) PII, such as: the information collected to register a player and create the account, including, the legal name, residential address and date of birth, as well as encrypted PII, including government identification number (social security number, taxpayer identification number, passport number or equivalent), authentication credential (such as password or PIN) and personal financial information (debit instrument number, credit card number, bank or financial account numbers of any type with or without passwords); (c) The date and method of identity verification, including, a description of the identification credential provided by a player to confirm his/her identity and the expiration date; (d) The date on which the player accepts the Sites’ Terms and Conditions and this Policy; (e) Account details and current balance, including promotional/bonus credits; Restricted promotional/bonus credits as well as promotional/bonus offers that have a possible expiration will be kept separately; (f) Previous accounts, if any, and reason for deactivation; (g) The date and method of registration of the account; (h) The date and time of access to the account by any person (player or operator), including IP address; and (i) The current status of the player’s account (e.g. active, inactive, closed, excluded, etc.).

We will collect and maintain the following information for each player account that has exclusions and/or limitations, as applicable: (a) Unique identification of the player; (b) Date and time of the request; (c) Description and reason for the exclusion/limitation; (d) Type of exclusion/limitation (e.g., involuntary exclusion, self-limitation of deposits per week, etc.); (e) Start date of the exclusion/limitation; and (f) End date of the exclusion/limitation.

We will collect and maintain the following information for the financial transactions of each player account, as applicable: (a) Unique identification of the player and player name; (b) Unique identification of the transaction; (c) Type of transaction (e.g., deposit, withdrawal, adjustment); (d) Date and time of the transaction; (e) Amount of the transaction; (f) Total account balance before/after the transaction; (g) Unique kiosk ID, voucher sales station ID or User ID of the employee who managed the transaction; (h) Status of the transaction (pending, complete, etc.);



(i) Deposit/withdrawal method; (j) Deposit authorization number; (k) Relevant location information; (l) For account adjustments, the reason for the adjustment; and (m) total amount of fees paid for the transaction.

We will collect and maintain the following information for each player's wager in a sporting event or special event, as applicable: (a) Unique identification of the player; (b) Unique identifier of the wager; (c) Unique event ID; (d) Date and time the wager was made; (e) Selections of players involved in the wager, including selection of the wager (e.g., each athlete or competitor), event and line annotations (e.g., money line wagered, point spread, over/under amounts, etc.), and any special conditions that apply to the wager; (f) Any outcome of the event related to the determination of the results of the wager; (g) The result of the wager; (h) Total amount wagered, including promotional/bonus credits; (i) Total amount of the potential prize, including credits; (j) Commissions or fees charged; (k) Relevant location information; (l) ID of the unique kiosk, ID of the voucher sales station or User ID of the employee who accepted the wager, if attending to the player; (m) Redemption period; (n) Date and time in which the wager was exchanged; (o) Total amount redeemed, including promotional/bonus credits bonus, if different from the total amount of the potential prize; (p) Unique ID of the kiosk, ID of the voucher sales station or User ID of the employee who redeemed the wager, if attending to the player; and (q) Status of the wager (active, cancelled, not redeemed, pending, null, invalid, redemption in progress, redeemed, etc.).

As you navigate through and interact with our Sites and/or the Application(s), we may use automatic data collection technologies to collect certain information about your equipment, browsing actions and patterns, including:

- Details of your visits to the Sites and the Application(s), including, but not limited to, traffic data, geolocation data, logs and other communication data and the features that you access and use on the Site.
- Information about your computer 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 Sites and/or the Application(s), the amount of time you spent on our website and the pages you viewed while on our Sites and the Application(s).
- We also may use these technologies to collect information about your online activities over time and across third-party websites or other online services.
- The information we collect automatically is statistical data and may include PII, but we may maintain it or associate it with PII we collect in other ways or receive from third parties. It helps us to improve the Services, including, but not limited to, by enabling us to:
 - Estimate our visitor size and usage patterns.
 - Store information about your preferences, allowing us to customize and improve the Services.
 - Speed up your searches.
 - Recognize you when you return to our Sites and the Application(s).



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

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

When you use the Services or visit the Sites and/or the Application(s), we may place one or more cookies in your browser. These are required to enable to hold session information as you navigate from page to page within the Sites and/or the Application(s). In addition, we use cookies through the Sites and/or the Application(s) to understand visitor and user preferences, improve their experience, and track and analyze usage, navigational and other statistical information.

Most Web browsers are set to accept cookies by default. If you prefer, you can usually choose to set your browser to remove cookies and to reject cookies. If you choose to remove cookies or reject cookies, this could affect certain features of our Sites and/or the Application(s).

D. PURPOSE FOR COLLECTING THE INFORMATION AND WHO WE SHARE IT WITH

We collect data from you when you voluntarily provide it to us or when you interact with us. We use data voluntarily submitted by you in order to provide our services, including the Services, and operate the Sites and/or the Application(s); to verify your eligibility to use the Sites and/or the Application(s), and compliance with the Terms and Conditions; to facilitate the creation of accounts; to ensure the quality of your experience and trustworthiness of our games; to recognize you and optimize your experience accordingly; to provide and improve our own web content, including to provide emails, newsletters, and other information; to respond to users' interests, needs and preferences; to develop new products and services; to fulfill your requests; to contact you, including regarding the Services, changes to our Site, policies, terms or any products or services we offer or provide; to comply with applicable laws and regulations (for example, to comply with a search warrant, subpoena or court order); to administer the Site; to analyze trends; to gather demographic information about our user base; to deliver advertising; to perform research;



to provide technical and customer support; to inform our product development efforts; to protect our legal rights; to address disputes, and prevent our Services from being used to commit harmful or unlawful activities, including fraud, collusion and cheating; confirm whether players are included in Exclusion Lists; for other purposes disclosed at the time personal data is collected.

We may disclose your information to third parties who: perform services on our behalf for the purpose of providing or improving the Services, the Sites and/or the Application(s); facilitate the creation of accounts; provide account authentication and user verification services; verify your identity; conduct quality assurance testing; provide technical and customer support; geolocate users; process payments to you and other financial transactions; personalize, customize, and improve your use and experience of the Services; send email and push notifications; enable security support and technical maintenance; send you newsletters, surveys, messages, and promotional materials related the Services or on behalf of other companies; prevent harmful or unlawful uses of our Services, including fraud, collusion and cheating; understand when users have installed our Application(s); monitor the health and performance of code on users' devices; request user feedback; deliver you customized or personalized content, information, and advertising; send users links to download our Application(s); monitor the health of our servers; manage search engine optimization; improve and optimize the performance of our Services; and comply with relevant laws and regulations. To that end, we may disclose your personal data to: hosting providers for the secure storage and transmission of your data; database software providers for the management and tracking of your data; technology providers who assist in the development and management of our software or our Services; fulfillment and postal vendors for the fulfillment of our products and services; survey and research providers who perform studies on our behalf; advertising partners, including social media providers, for the delivery of targeted advertisements; authentication, threat detection, and fraud prevention service providers who monitor for potential threats and bad actors. These service providers may collect and will have access to your PII as well as other information detailed in Section C of this Notice.

We may use Third-Party Service Providers to act on our behalf to provide the Services. These providers may collect and will have access to your PII as well as other information detailed in Section C of this Notice. Where PII and other sensitive information is shared with Third-Party Service Providers, formal data processing agreements shall be in place that states the rights and obligations of each party concerning the protection of the PII and other sensitive information.

We may use Technology Platform Providers to provide the programs (software) for the operation of the Services, and the peripherals (hardware) where they reside. These providers may collect and will have access to your PII as well as other information detailed in Section C of this Notice.

We may use IT Service Providers to help us implement, maintain, regularly review and revise, and comply with a comprehensive Information Security Management System (ISMS) plan, the purpose of which shall be to take reasonable steps to protect the confidentiality, integrity, and availability of your PII. These IT Service Providers provide management, including system administration, user access administration, support, security, or contingency plan services for hardware or software regulated by the Puerto Rico Gaming Commission. These providers may



collect and will have access to your PII as well as other information detailed in Section C of this Notice.

We may use Location Service Providers to provide location-based services and the border control technology for the identification of and the geographic location of players. These providers may collect information about you and your visits to this and other websites. That information may include your PII, IP address, internet service provider, unique personal identifiers, and the browser you use to visit and use our Services and other websites and applications.

We may use Identity Verification Service Providers to assist in the process of verifying user's PII and/or provide information for the verification of the identification of the players. These providers may collect and will have access to your PII as well as other information detailed in Section C of this Notice.

We may use Payment Service Providers to conduct transactions with financial institutions and facilitate the depositing of funds into or withdrawing of funds from player accounts. These providers may collect and will have access to your PII as well as other information detailed in Section C of this Notice.

We may use Service Providers to help us conduct a risk assessment to identify any areas of the sports betting operations at risk for money laundering. These providers may collect and will have access to your PII as well as other information detailed in Section C of this Notice.

We may use Statistics Service Providers to sell or provide information to the Sports Betting System, from among those services providing statistical data, and gather statistical data on team and individual performances, which information is used to calculate odds/payouts and prices. The Sports Betting system includes hardware, software, firmware, communications technology, other equipment, as well as operator procedures implemented in order to allow player participation in sports betting, and, if supported, the corresponding equipment related to the display of the wager outcomes, and other similar information necessary to facilitate player participation. These Statistics Service Providers may collect and will have access to your PII as well as other information detailed in Section C of this Notice.

We may use certain vendors to serve ads on our Services, as well as on other websites, applications, and social media networks. These vendors may collect information about you and your visits to this and other websites. That information may include your PII, IP address, internet service provider, unique personal identifiers, and the browser you use to visit and use our Services and other websites and applications. This Notice does not apply to, and we are not responsible for, cookies, pixel tags and other technologies used in connection with other parties' ads, and we encourage you to review the privacy policies of advertisers and ad services to learn about their use of such technologies.

In order to improve and optimize our Services, we may use a number of service providers to help analyze how people use our Services. These companies use cookies and similar



technologies to collect information pertaining to how people use our Site, what pages they visit, and what other sites they may have used prior to using our Services.

In compliance with applicable law, we will disclose your PII, the amount of your earnings and related information to the Puerto Rico Gaming Commission, the Puerto Rico Treasury Department, the United States Internal Revenue Service and other appropriate taxing authorities. We may also need to share your information with professional advisers, including auditors, consultants, lawyers, bankers and insurers in order to obtain advice or other professional services from them.

We may share your personal information with our corporate affiliates, including, without limitation, our subsidiaries, joint ventures and other companies under a common control (“Affiliates”), in which case we will require our Affiliates to respect this Notice. We may also share your personal information in connection with or during negotiation of any financing, acquisition, merger, corporate divestiture, dissolution transaction, or other proceeding involving the sale, transfer, divestiture or disclosure of all or a portion of our business or assets. In the event of a bankruptcy, insolvency, or receivership, your PII may also be transferred as a business asset.

You may be asked to provide personal information to register for a service offered by a Co-Branded Partner, which is a company with whom we may jointly offer a service or feature. In doing so, you may be providing your information to both us and the Co-Branded Partner, or we may share your information with the Co-Branded Partner. Please note that the Co-Branded Partner’s privacy policy may also apply to its use of your information. We are not responsible for the practices used by Co-Branded Partners. By using our Sites and Services, you acknowledge and agree that we are not responsible for and do not have control over any Co-Branded Partners.

The Company may disclose personal information if it, in good faith, believes that such disclosure is necessary to enforce our policies, to comply with our legal obligations or in the interests of security, public interest or law enforcement. For example, we may share or disclose your PII (i) to comply with relevant laws or to respond to discovery requests, subpoenas, or warrants served on the Company, as well as requests made by the Puerto Rico Gaming Commission; (ii) in connection with any legal investigation; (iii) to protect or defend the rights or property of the Company or users; (iv) to investigate or assist in preventing any violation or potential violation of law, this Policy, or our Terms and Conditions; (v) if you consent and allow for your information to be disclosed to a specific third-party, individual or entity; or (vi) if we believe that an emergency involving the danger of death or serious injury to any person requires or justifies disclosure of information.

E. HYPERLINKING

The Sites and/or the Application(s) may contain hyperlinks to information created and stored by other organizations. While the Company has official social media pages, curated and administered by the Company, the applicable privacy policy is that of the social media entity. Once the user leaves the Sites, the Company is no longer responsible for the user’s PII. We are not responsible for the information collection or privacy practices of other websites or applications,



including websites accessible through the Services. You should review and understand the privacy policies posted on any linked sites you visit before using those sites or providing any personal information on them. We will not be responsible or liable for: (i) your use of any such websites or applications; (ii) the content, products or services on or availability of such other websites or applications; or (iii) the availability or accuracy of any terms of use or privacy policy of any other websites or applications.

Certain products, services, or other materials displayed on the Sites and/or the Application(s) may integrate with, be integrated into, or be provided in connection with certain third-party services and content. We do not control those services and content and our Terms and Conditions, and this Notice do not apply to those services and content. You should read the terms of use agreements and privacy policies that apply to such services and content. The Company is not responsible for the practices used by any third-party websites or services linked to or from our Sites and/or the Application(s), including, without limitation, the information or content contained within them. By using the Sites, the Application(s) and Services, you acknowledge and agree that we are not responsible for and do not have control over any third-party services and content that you authorize to access information you provide to them. If you are using a third-party website or service and allow it to access your personal information, you do so at your own risk.

F. SECURITY MEASURES

The security of your information is important to us. We make concerted, good faith efforts to maintain the security of your information and use reasonable administrative, technical, and physical procedures, practices, and safeguards designed to protect personal information in our possession from unnecessary and unauthorized disclosure, access, use, alteration, exfiltration, or destruction. Data collected by us through the Services is stored on secure servers located in Puerto Rico. Our servers may not offer a level of privacy protection as great as that offered in other jurisdictions. We make no representation that the practices described in this Policy are compliant with laws outside of the Puerto Rico and the United States. Our servers are protected by firewalls and other industry standard security measures. These security measures are intended to protect our servers from unauthorized access.

As previously disclosed, in addition to Company employees, providers and vendors will have access to the user's personal information. The number of the Company employees and subcontractors is limited and adheres to confidentiality and security protocols established by the Company to safeguard all personal information. These confidentiality and security protocols fall within the scope of federal and Puerto Rico law.

Although we work hard to ensure the integrity and security of our systems, it must be recognized that no information system is 100% secure and, therefore, we cannot guarantee the security of such information. Outages, attacks, human error, system failure, unauthorized use, or other factors may compromise the security of user information at any time.

The Company maintains PII for as long as need be in order to fulfill the purpose for which the information was collected, and assure compliance with any legal, accounting or reporting



requirements. The Company maintains PII for a minimum of five (5) years, or as otherwise required by applicable state and federal laws and/or regulations. When your account is terminated, we will retain your personal information for as long as necessary to comply with our legal and regulatory obligations, resolve disputes, reasonably manage our business, and enforce contractual agreements. Once the information collected is no longer of use, the Company will follow its document and information destruction protocol.

G. YOUR CHOICES REGARDING YOUR INFORMATION

You may *Opt-out* from receiving Company related communications and marketing materials at any time. In order to *Opt-out*, you must send us an email stating your request to Customer Service at: support@wininpr.com or write to us at: 122 Domenech, Suite 1, San Juan, PR 00918. Additionally, if we have sent you a promotional email, you may follow the “unsubscribe” instructions provided in the email you received. Please note, this *opt-out* only applies to our use and sharing of your personal information for marketing purposes; we may still use and share personal information for non-marketing purposes, such as sending you service-related communications, including notices of any updates to our Terms and Conditions and this Notice.

We may occasionally send display media to you, in a targeted way, whether through web or mobile browsers or mobile applications. You may opt out of many third parties that support and send this type of targeting advertising by going to www.aboutads.info. You may opt out of tracking for mobile advertising through the settings on most smartphones.

We may occasionally send you push notifications to your mobile device. You can turn off certain push notifications in the account settings of our Application(s). You can also turn off push notifications specific to our Services in the settings on your iOS device, or through the application manager in your Android device.

You may stop all collection of information by our Application(s) by uninstalling the Application(s). You may use the standard uninstall processes as may be available as part of your mobile device or via the mobile application marketplace or network.

You may request changes to your personal information in your account by emailing us at support@wininpr.com or writing to us at 122 Domenech, Suite 1, San Juan, PR 00918. Also, you may request deletion of certain personal information maintained by us, and we will use commercially reasonable efforts to honor your request, but please note that we may be legally or otherwise required to keep such information and not delete it (or to keep this information for a certain time, in which case we will comply with your deletion request only after we have fulfilled such requirements). Deletion requests may be made by emailing us at support@wininpr.com or by submitting a privacy request through the “Contact Us” web form located at <https://wininpr.com/contact>. When we delete information, it will be deleted from the active database, but may remain in our archives. We may also retain your information to prevent fraud, collusion, cheating or other unlawful activity or for similar purposes.



You may request a copy of personal information that the Company has collected about you through the Services as well as any other information about the PII processing by contacting our privacy team via email addressed to privacyteam@wininpr.com or writing to us at 122 Domenech, Suite 1, San Juan, PR 00918. You may also request confirmation that your PII is being processed, or to limit or impose restrictions on its processing, or that we correct any factual inaccuracies in your personal information by emailing us your request at privacyteam@wininpr.com or writing to us at 122 Domenech, Suite 1, San Juan, PR 00918.

H. DO NOT TRACK SIGNALS

Most web browsers and some mobile operating systems and mobile applications include a Do-Not-Track (“DNT”) feature or setting you can activate to signal your privacy preference not to have data about your online browsing activities monitored and collected. No uniform technology standard for recognizing and implementing DNT signals has been finalized. As such, we do not currently respond to DNT browser signals or any other mechanism that automatically communicates your choice not to be tracked online. If a standard for online tracking is adopted that we must follow in the future, we will inform you about that practice in a revised version of this Policy.

I. APPLICABLE LAW

The Sites and Applications comply with applicable federal law and Puerto Rico law. The Sites and Applications are hosted in the Commonwealth of Puerto Rico and are intended for and directed to users located in the Commonwealth of Puerto Rico and for promoting products, services and business operations within the Commonwealth of Puerto Rico. If you are a user accessing the Services from outside of Puerto Rico, including the European Union, Asia, or any other region with laws or regulations governing personal data collection, use, and disclosure that differ from United States and Puerto Rico laws, please be advised that through your continued use of the Sites, Applications or Services, which are governed by applicable federal law and Puerto Rico law, this Notice and our Terms and Conditions you are transferring your personal information outside of the country or jurisdiction where you are located and you consent to that transfer. The Sites and Applications are not intended to subject us to the laws or jurisdiction of any state, country or territory other than those of the United States and the Commonwealth of Puerto Rico. Your information may be stored and processed in any country where we have facilities or in which we engage service providers and, by using the Sites, Application(s) or Services, you consent to the transfer of information to countries outside of your country of residence, including the United States, which may have different data protection rules than those of your country. If you do not reside in the Commonwealth of Puerto Rico and you do not want your information transferred to, processed, or maintained outside of the country or jurisdiction where you are located, you should not use the Sites and/or Applications.

The Site is not intended to be used by minors under the age of eighteen (18), and we require that such individuals not provide us with personal information. In accordance with the Children Online Privacy Protection Act of 1998, 15 U.S.C. §§ 6501-6506 (“COPPA”), we hereby reiterate



that we do not knowingly or consciously maintain, collect, request or disclose PII, or any other information related to children under the age of thirteen (13).

1. California Residents

The California Consumer Privacy Act

California residents have certain rights concerning their personal information, including under the California Consumer Privacy Act of 2018 (“CCPA”). This section supplements the preceding sections of this Policy by describing California residents’ additional rights with respect to their personal information and explaining how to exercise such rights. We will not discriminate against California residents for exercising their rights under the CCPA.

This Policy describes in detail the specific pieces of personal information we collect from and about users. Under the CCPA, we are also required to provide you with the “categories” of personal information we collect. The categories we may collect are: identifiers (such as name, address, email address, driver’s license number); commercial information (such as deposit or wagering data); financial data (such as payment information); internet or other network or device activity (such as browsing history or Services usage); geolocation information (e.g., your city and state based on IP address); in certain circumstances, information used to manage potential fraud or legal risk (such as employment status and criminal history); photos (e.g., if you voluntarily submit a photo); and other information that identifies or can be reasonably associated with you. We may disclose the foregoing categories of personal information for our business and commercial purposes to the extent permitted by applicable law.

Requests to Know About Personal Information Collected, Used, Shared, or Sold.

California residents have the right to request that we disclose the following information for the period covering the 12 months preceding their request: (1) the categories of personal information we collected about you; (2) the categories of sources from which we collected personal information about you; (3) the categories of personal information that we have disclosed about you for our business purposes and the categories of suppliers to whom the personal information was disclosed; (4) the categories of personal information that we sold to third parties and the categories of third parties to whom the personal information was sold, if any; (5) the business or commercial purpose(s) for which personal information about you was collected, shared or sold; and (6) the specific pieces of personal information we collected about you.

If you are a California resident, and wish to request this information, please contact our privacy team via email addressed to privacyteam@wininpr.com or write to us at 122 Domenech, Suite 1, San Juan, PR 00918, and indicate that you wish to request this information and provide the identifying information requested. All requests are subject to verification of your identity to protect the privacy and security of your personal information. We are required to fulfill these requests no more than twice within a 12-month period.

Requests to Delete Personal Information.



California residents have the right to request that we delete the personal information we maintain about them, subject to certain exceptions such as our need to comply with legal obligations, fulfill orders, complete transactions, etc. If you are a California resident, and wish to request deletion of your personal information, please contact our privacy team via email addressed to privacyteam@wininpr.com or write to us at 122 Domenech, Suite 1, San Juan, PR 00918, and indicate the at you wish to delete your personal information and provide the identifying information requested. All deletion requests are subject to verification of your identity. If we verify your request, we will also instruct our service providers (if any) to delete your personal information from their records, subject to applicable legal requirements.

Requests to Opt-Out of the Sale of Personal Information.

California residents have the right to opt-out of a business's sale of their personal information. In the past twelve (12) months, we have not sold any personal information to third parties with respect to the Services. If we decide to sell personal information in the future, we will update this Policy and the Services to make those rights available to you. Even though we do not currently sell any personal information, if you are a California resident and wish to opt-out of any future sale of your personal information to third parties, please contact our privacy team via email addressed to privacyteam@wininpr.com or write to us at 122 Domenech, Suite 1, San Juan, PR 00918, and indicate that you wish to opt-out of any future sale of your personal information to third parties and provide your identifying information as requested. Please note that even if you opt-out of the future sale of your personal information, we may still (1) share your personal information with service providers and other entities for business purposes consistent with the CCPA, and (2) share your personal information in connection with certain business transactions consistent with this Policy to the extent permitted by applicable law.

Designating an Authorized Agent to Submit Privacy Requests.

California residents may use an authorized agent to submit a Request to Know or a Request to Delete. An authorized agent is a person or entity registered with the California Secretary of State that a California resident has authorized to act on his or her behalf. If you choose to submit a privacy request to us through an authorized agent, we may require that you provide the agent with written permission to do so and that the agent verify their own identity with us. If your privacy request is submitted by an agent without proof that they have been authorized by you to act on your behalf, we may deny the request.

“Shine the Light” Law

California law requires certain businesses to respond to requests from California residents asking about the disclosure of personal information to third parties for third party marketing purposes. Alternately, such businesses may adopt a policy of not disclosing personal information to third parties for marketing purposes if a California resident has opted-out of such information sharing. We have adopted an opt-out policy. If you wish to opt-out of our sharing your personal



information with third parties for marketing purposes, please follow the instructions in Section G above.

2. Nevada Residents

Under Nevada law, certain Nevada consumers may opt out of the sale of “covered information” for monetary consideration to a person for that person to license or sell such information to additional persons. “Covered information” includes first and last name, address, email address, phone number, Social Security Number, or an identifier that allows a specific person to be contacted either physically or online. While we do not engage in such activity, if you are a Nevada resident who has used our Services, you may submit a request to opt out of any potential future sales under Nevada law by contacting support@wininpr.com. Please note we will take reasonable steps to verify your identity and the authenticity of the request. Once verified, we will maintain your request in the event our practices change.

J. SEVERABILITY

If any of the dispositions contained in this Policy were to be declared null and void, only those dispositions will be eliminated while the rest of the Policy will remain in effect.

K. FURTHER INFORMATION; COMPLAINTS

We welcome your questions, comments and concerns about privacy. If any doubts or concerns were to arise regarding this Policy, please do not hesitate to contact us in order to answer any questions or concerns. You may also file a complaint with us regarding any aspect of our Services by emailing us at: support@wininpr.com.

L. CONTACT INFORMATION

You may contact us at: WinIN Privacy Team
122 Ave. Domenech, Suite 1
San Juan, PR 00918
787-250-211

privacyteam@wininpr.com

Our hours of operation are between 8:00 a.m. and 5:00 p.m.

Effective Date: September 7th, 2023.