



Treetop Trail Virtual Photobooth Terms and Conditions

As a condition of utilizing the Virtual Photobooth online application and webform during the Minnesota Zoo's Treetop Trail Grand Opening Weekend in July 2023, I acknowledge that I have received and agree to the following terms and conditions.

Privacy Statement

Protection of individual privacy of our customers is a primary concern and is governed by Minnesota Statutes Chapter 13, [Minnesota Government Data Practices Act](#).

Our Commitment to Data Security

Minnesota Zoo has appropriate security measures in place to protect against the loss, or misuse, or alteration of information that we have collected from you so that you can feel comfortable and secure when making an online transaction.

Information Collected

For site management functions, information is collected for analysis and statistical purposes. This information is not reported or used in any manner that would reveal personally identifiable information.

We use log analysis tools to create summary statistics, which are used for purposes such as assessing what information is of interest, determining technical design specifications and identifying system performance or problem areas. Our website logs do not collect personally identifiable information, and we make no attempt to link them with the individuals who browse the website. When you visit the Minnesota Zoo website and browse or download information, we automatically collect and store the following information about your visit:

- The Internet Protocol Address and domain name used but not the email address. The Internet Protocol address is a numerical identifier assigned either to your Internet service provider or directly to your computer. We use the Internet Protocol Address to direct Internet traffic to you;
- The type of browser and operating system you used;
- The date and time you visited this site;
- The web pages or services you accessed at this site; and
- The website you visited prior to coming to this web site.

If during your visit to this website you participate in a survey, complete a web form, or send an e-mail, the following additional information will be collected:

- The e-mail address and contents of the e-mail; and
- Information volunteered to complete a web form or in response to a survey.

If you utilize the Virtual Photobooth online application and webform during the Minnesota Zoo's Treetop Trail Grand Opening weekend in July 2023, the following information will be collected:

- First Name, Last Name
- Email Address
- Voluntary answers to questions about your experience
- Photograph taken using the application, and metadata associated with utilizing the application

The information collected is not limited to text characters and may include audio, video and graphic information formats you send us. This information is retained in accordance with Minnesota Statutes Chapter 138.17, subd. 1, and Minnesota Statutes Chapter 15.17, destruction, preservation, reproduction of records, prima facie evidence.

If you send us an e-mail with a question or comment that contains personally identifiable information, or fill out a form that e-mails us this information, we will only use the personally identifiable information to respond to your request and analyze trends. This may be to respond to you, to address issues you identify, or to further improve our web site.

Photo and Media Release

By utilizing the Virtual Photobooth online application and webform during the Minnesota Zoo's Treetop Trail Grand Opening Weekend in July 2023, in consideration of possible publicity and other valuable consideration, receipt of which is hereby acknowledged, hereby voluntarily, freely, and irrevocably consent and authorize the Minnesota Zoo and its affiliates, designees, grantees and any entities or persons acting on behalf of any of the foregoing (collectively, "Grantees") to film, photograph and otherwise record my or, if under 18 years of age, my legal dependent's likeness, appearance, voice and any other indicia of my (or my legal dependent's) identity (collectively, the "Recording"), and to have such done, and grant Grantees the right to create, reproduce, distribute, perform, prepare derivative works based on, adapt, translate, enhance, improve, alter, modify, publish, display, sell, transfer, exhibit and use the Recording and my (or my legal dependent's) voice, likeness, appearance, and any other indicia of my (or my legal dependent's) identity for any and all purposes, in any manner (including without limitation advertising, promotion and merchandising) or form, including without limitation all video, audio, digital and print formats and any other media now known or hereafter created, including without limitation films, social media, DVD's, video tapes, audio tapes, digital audio files, digital image files, photographs, prints, copies, facsimiles and electronically captured images thereof, without limitation as to method of reproduction or exhibit and without any territorial or time restrictions. I also consent to the use of my (or my legal dependent's) name in connection with the Recording and my (or my legal dependent's) voice, likeness, appearance, and any other indicia of my (or my legal dependent's) identity.

Further, on behalf of myself and, if applicable, my legal dependent, I hereby relinquish, give, transfer and assign to Grantees all right, title, and interest I (or my legal dependent) may have in the Recording and any and all other finished products contemplated by this Release, even as to me (and my legal dependent), and I agree that the Recording and any and all materials created by or on behalf of Grantees are the property of Grantees. Further, Grantees may exercise any and all rights granted in or contemplated by this Release without any right of review or inspection by me, without any additional consent or authorization from me (or my legal dependent), and without any compensation to me (or my legal dependent) whatever. I agree that no other material needs to be submitted to me (or my legal dependent) for any further approval, and Grantees shall be without liability to me or any other person for any distortion or illusionary effect resulting from the publication or dissemination of any likeness, audio recording other indicia of my (or my legal dependent's) identity.

I state further that (a) I am of legal age and capacity; (b) I have read, or have had read to me, this Release and have had the opportunity to ask questions before its execution, and I am fully familiar with and understand its contents; (c) If Talent is under 18 years of age, I am the parent, legal guardian or otherwise have the legal right to grant the rights granted herein; and (d) I, on behalf of myself and any and all persons or entities claiming by, through, or under me, hereby irrevocably release, acquit, and discharge Grantees from any and all liability based upon, arising out of or in any way related to this Release or the exercise of the rights granted herein or contemplated hereby, whether foreseen or unforeseen, or accrued or not accrued.

I understand that by utilizing the Virtual Photobooth online application and webform during the Minnesota Zoo's Treetop Trail Grand Opening Weekend in July 2023, my or, if under 18 years of age, my legal dependent's likeness, appearance, and photograph may be utilized by the Minnesota Zoo for promotion in the following specific, or other not listed ways:

- In an online mosaic of photos from virtual photobooths, either on the Minnesota Zoo website, or on the website of third party applications
- Onsite at the Minnesota Zoo
- Shared through social media accounts of the Minnesota Zoo, Minnesota Zoo Foundation, or other parties
- Shared through social media or online by other users or viewers of the Virtual Photobooth who may have access to photos and compiled images created through the online application
- Media campaigns, online promotions, print promotions, etc

Personal Information and Choice

“Personal information” is information about a natural person that is readily identifiable to that specific individual. Personal information includes such things as an individual’s name, address and telephone number. A domain name or Internet Protocol address is not considered personal information.

We collect no personal information about you unless you voluntarily participate in an activity that asks for information (e.g., sending an e-mail, completing a web form, utilizing the Virtual Photobooth online application, or participating in a survey). If you choose not to participate in these activities, your choice will in no way affect your ability to use any other feature of this web site.

If personal information is requested on the website or volunteered by the user, State law and the Federal Privacy Act of 1974 may protect it. However, this information is a public record once you provide it, and may be subject to public inspection and copying if not protected by Federal or State law.

Users are cautioned that the collection of personal information requested from or volunteered by children online or by e-mail will be treated the same as information given by an adult, and may be subject to public access.

Donor Data Privacy:

The Minnesota Zoo follows the Minnesota Data Practices Act, Minnesota Statutes Chapter 13. Section 13.792 of the Data Practices Act states that some Minnesota Zoo donor data are private or non-public, including, but not limited to, data detailing dates of gifts, payment schedule of gifts, form of gifts, and specific gift amounts made by donors. In accordance with this law, the Minnesota Zoo does not share or sell private or non-public donor data with other entities.

Names of donors and gift ranges are public data, and therefore would be subject to requests under the Data Practices Act.

Public Disclosure

In the State Of Minnesota, laws exist to ensure that government is open and that the public has a right to access appropriate records and information possessed by State government. At the same time, there are exceptions to the public’s right to access public records that serve various needs, including the privacy of individuals. Exceptions are provided by both State and Federal laws.

All information collected at this website becomes public records that may be subject to inspection and copying by the public, unless exempted by State or Federal law or rule. Minnesota Rules, Department of Administration Chapter 1205 defines Minnesota’s Data Practices Act. In the event of a conflict between this [Data Practices Act](#) and the Public Records Act or other law governing the disclosure of records, the [Public Records Act](#) or other applicable law will control the information.

Cookies

The Minnesota Zoo website does use “cookies” (data stored on the computer you use, which can later be retrieved by our Web server). When you access the Minnesota Zoo website, two types of cookies are used by us and our technical partners. Session cookies track activity on the site and make sure you are getting the right content. Session cookies disappear when you close your browser. Other cookies store the preferences that you set. These cookies remain on the site, but they do not store any personal data about you.

Warranties for Contractors

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Duty to Continue Provision of Data

Due to the dynamic nature of the Internet, resources and the locations of data may change as menus, homepages, and files are reorganized, added, or deleted. The user expressly agrees that use of the Minnesota Zoo website is at the user's sole risk. The State does not warrant that these services will be uninterrupted or error free. The documents and related graphics published on these servers could contain technical inaccuracies or typographical errors. Changes are periodically added to the information herein. The State and its respective agencies and programs may make improvements and changes in the information and programs described herein at any time.

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Linking to the Minnesota Zoo Website

Any website can link to the Minnesota Zoo website. You are welcome and encouraged to link from your website to the Minnesota Zoo website. While you are not required to notify the Minnesota Zoo that you are providing a link to the Minnesota Zoo website, please consider emailing us (info@mnzoo.org) when you create the link. We are very interested in the types of sites that link to the Minnesota Zoo website.

If you link to this site, you may not:

- portray any person or subject in a false or misleading light
- not create frames or capture Minnesota Zoo pages within your frames
- use other visual altering tools around the Minnesota Zoo identity
- copy PDF files from the Minnesota Zoo website for posting on another site without permission
- pull graphics from the Minnesota Zoo site without permission
- pull text from the Minnesota Zoo site without attribution
- imply that the state of Minnesota or the Minnesota Zoo is endorsing your product or service.

Disclaimer for External Links

The State of Minnesota is not responsible for the contents of any off-site pages referenced. The State cannot control and is not liable for the defamatory, offensive, or illegal conduct of other users, links, or third parties. The risk of injury from the foregoing rests entirely with you, the user. Links from the State of Minnesota's website on the World Wide Web to other sites do not constitute an endorsement from the State. These links are provided as an information service only. It is the responsibility of the user to evaluate the content and usefulness of information obtained from other sites. The Minnesota Zoo website contains links to other related World Wide Web Internet sites and resources. Since the Minnesota Zoo is not responsible for the availability of these outside resources or their contents, you should direct any concerns regarding any external link to its site administrator or Webmaster.

Accessibility

The Minnesota Zoo is committed to making its website accessible to everyone. As part of that commitment, the Zoo will make every effort to adhere to the State of Minnesota Electronic and Information Technology Accessibility guidelines when adding new material to the web site and retroactively modify pages where possible and practical.

If you have a problem accessing content on the Zoo's website, please notify the Zoo's Webmaster by e-mail at info@mnzoo.org or call the Zoo at (952) 431-9200 or (800) 366-7811. The Minnesota Zoo will work to make the Web page or feature accessible or to provide the information in a format that is accessible.

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