

Effective January 1, 2020

I. Privacy Notice

Precious Moments Family of Companies, Inc. and/or its entities and divisions Precious Moments Company, Inc., and Precious Moments, Inc., and Precious Moments Foundation including Precious Moments Chapel Gift Shoppe (“PMFOC”, “we”, “us”, “our”) appreciates the fact you trust us with your personal information. This Policy describes how PMFOC collects and uses your personal information through, with, and for www.PreciousMoments.com and www.PreciousMomentsChapel.org (the “Site”). All visitors and users of any aspect of the Site, collectively referred to as “Customers”, “Users”, “Consumers” “you”, “your”, agree to be bound by this Privacy Policy and the published [Legal Terms and Conditions](#) of the Site. Customers unwilling to be bound by this Privacy Policy and/or the published [Legal Terms and Conditions](#) of the Site should refrain from accessing, registering for, or otherwise using the Site.

II. Information We Collect

Your information and information about the device or computer used to access the Site may be collected in a variety of ways, for a variety of purposes. The following are ways your information may be collected.

- (a) **Via Direct Response:** When you participate in offers, promotions, or register for or access a free Shopping Account, a free Share Love Rewards Account, or a free Chapel Loyalty Program Account you may directly disclose information about yourself, your family or your interests, including but not limited to: name, email address, billing or shipping address, telephone or fax number, employer, date of birth or age, gender, demographic information, username, or password.
- (b) **Via Social Media Platforms:** If you access or use third-party social networking platforms, such as Google, Facebook, Twitter, Instagram, LinkedIn, or Pinterest, participate in promotions hosted with these providers, or log-in to your Shopping Account, a free Share Love Rewards Account, or a free Chapel Loyalty Program Account using your social media profile, we may receive personal information, including access to your contacts list, which you shared with these providers. Please review the privacy policies for each of these platforms to understand how you may control information with each provider.
- (c) **Via Cookies, Web Beacons, or Similar Technologies:** Cookies are not required to use or browse the Site, however, some of our services may require the use of active cookies. Through these and similar technologies we may collect information including but not limited to: device type (laptop, desktop, tablet, mobile), browser type, operating system, IP address, installed fonts, and email and browser habits, to determine traffic patterns and other web demographics. Check your browser options to set-up or modify cookie settings specific to your device.
- (d) **Via Third-Party Sources:** From time to time we may obtain information about you from other sources not directly related to PMFOC. These companies may provide your: name, email address, username for social media platforms, postal address, birth date or age, gender, demographic information, household demographic information, interests, hobbies, product preferences, buying habits, and other publicly observable activities including blogs, social media or other online postings.

III. How We Use Shared Information

PMFOC values your trust and recognizes the security of your personal information is an important aspect of our business. We do not actively buy or sell, for monetary consideration, any Customer personal information.

- (a) **Within PMFOC:** All personal information collected is used to provide you with information, materials, services (including order processing, delivery, and handling), and products to customize, improve, and optimize your Site experience, our product and promotional offerings through Precious Moments Company, Inc., Precious Moments, Inc., Precious Moments Foundation, and/or Precious Moments Chapel Gift Shoppe.
- (b) **With Advertising Providers:** Information, including your personally identifiable information may be shared with advertising providers to provide you with targeted information or mailings about our services, products, and promotional offerings.
- (c) **With Service Providers:** Information, including your personally identifiable information may be shared with service providers including but not limited to fraud prevention and credit risk platforms in order to protect the security of PMFOC and Customers, and Share Love Rewards platform and social media platforms, in order to facilitate ease of log-in, maintenance of your Shopping Account or your Share Love Rewards Account, troubleshooting Shopping Account or Share Love Rewards Account issues, and to administer or supplement our Site content.

- (d) **With Trusted Third-Parties:** From time to time PMFOC makes its customer mailing lists available to carefully screened companies, including but not limited to our licensing partner companies, offering products and services that may be of interest to our customers.
- (e) **By Law or Legal Process:** Personal information may be disclosed to third-parties to protect the legal rights of PMFOC or those of the users of the Site, to prevent or investigate fraud and/or to comply with the law or in response to legal process or a request for cooperation by a governmental entity, whether or not our cooperation or response is required under law.

IV. **Financial Information Security**

PMFOC is committed to keeping your financial information private, safe, and secure. All payment transactions occur in a secure area of the Site, protecting your information from loss, misuse or alteration. PMFOC uses TLS Security, the industry standard in encryption technology to create a secure connection between our system and yours to transfer information necessary to process purchases. PMFOC has procedures in place to safeguard information collected and regularly audits our security practices. Despite our best efforts and intentions, we cannot absolutely guarantee the security of any information transmitted online. All information transmitted online is done so at your own risk.

V. **Publicly Viewable Features**

- (a) **User-Generated Content:** Some aspects of the Site may contain interactive areas allowing Users to upload or post information, comments, reviews, feedback, or other content, which may be visible to PMFOC, other Users, or visitors to the Site. Parties should be aware all content, including personally identifiable information and other content, posted within these interactive areas can be read, shared and used by others at any time, without the knowledge of you or PMFOC. Use of these features may result in unsolicited messages or comments from other parties via email, postal mail, telephone, fax, the Site, or social media platforms. Use of these features may result in your content being transmitted via social media or other unsecure platforms without your knowledge. PMFOC makes no representations and undertakes no obligations as to the security or use of information voluntarily uploaded or posted within these interactive areas of the Site.
- (b) **Exported/Shared Content:** Some aspects of the Site allow users to export or share content with others outside of the Site via email or social media. In order to support these features, information provided, including the name, email address, or social media username or log-in identifier of you or the recipient may be temporarily saved for marketing, troubleshooting, and fraud-prevention purposes. Use of these features may result in unsolicited messages from other parties, not directly affiliated with PMFOC. Use of these features may result in your content being transmitted via social media or other unsecure platforms by other users or visitors without your knowledge. PMFOC makes no representations and undertakes no obligations as to the security or use of information voluntarily shared within these interactive aspects of the Site.

VI. **Solicited and Unsolicited Submissions**

- (a) **Solicited Submissions:** From time to time PMFOC will solicit Customer's personal information, including but not limited to Customer's name, mailing address, email address, social media username, story, photographs, ideas, and opinions ("Portrayal"), for the purpose of surveys, entry into giveaways, or publication in PMFOC sponsored or promoted materials. By submitting a Portrayal, Customer releases and holds harmless PMFOC from any reasonable expectation of privacy or confidentiality associated with the Portrayal and PMFOC's use of the same. Company's receipt or use of any Portrayal in no way constitutes a license agreement or user agreement and Customer waives any and all claims to copyright, royalty or other compensation, monetarily or otherwise, or right for such use. Any Portrayal may be altered, changed, copied, displayed, distributed, edited, exhibited, published, sold, or otherwise duplicated and/or disseminated, in order to best suit the needs of the Company. Customer waives any and all claim for damages arising from or resulting in any use, including but not limited to libel, infringement of the right of publicity, invasion of privacy, portrayal in a false light, or any other claim. Company shall reserve the right to use, reuse, publish, and republish Customer's Portrayal individually or in combination thereof, for the purpose of commercial use, advertising and/or promotion of PMFOC, Precious Moments Foundation, Precious Moments Chapel Gift Shoppe, their products, services, events, giveaways or contests, in any and all media, now known or hereafter developed, worldwide and in perpetuity. Customers may be required to sign and return a Photo Release, Liability Waiver, and/or Winner Acknowledgement in conjunction with their Portrayal.
- (b) **Unsolicited Submissions:** It is the policy and practice of PMFOC to not knowingly accept or consider unsolicited materials, regardless of their source, including without limitation: ideas, suggestions, notes, articles, proposals, concepts, characters, designs, developments, drawings, plans or other information or materials related to new product, modifications to existing product,

marketing or promotions, processes and/or product names, collectively referred to as “Unsolicited Material”. Any similarity between Unsolicited Material and the creative works, services, products, plans, procedures and/or policies of PMFOC is purely coincidental. In accordance with this practice, PMFOC requests you refrain from submitting any Unsolicited Material to PMFOC via email, the Site, phone, mail or fax. If such Unsolicited Material is submitted, despite our request not to receive Unsolicited Material, the following terms apply to that submission, regardless of any request or direction of any accompanying letter, memo or note: **(i)** PMFOC reserves the right, but not the obligation to accept, review or consider the submission; **(ii)** Unsolicited Material, its contents and attachments automatically become the property of PMFOC without any compensation to sender; **(iii)** PMFOC reserves the right to delete, destroy, use or redistribute the submission, wholly or in part, for any purpose, in any way; **(iv)** PMFOC is under no obligation to keep the submission, its contents or attachments confidential.

VII. Children’s Policy

The Site is not directed to children. We will not knowingly request or collect information from children under the age of eighteen (18).

VIII. Applicable Law and International Users

All matters relating to this Site shall be governed by the laws of the State of Missouri and the laws of the United States of America. By using, visiting or accessing any portion of the Site you agree to be bound by the laws of the State of Missouri and the United States of America, without regard to your actual, physical location. If you are located outside the United States and you contact us, upload or post content within any interactive section of this Site, enter personal information via a transaction, creation, update, or use of a Shopping Account, a free Share Love Rewards Account, or a free Chapel Loyalty Program Account, or utilize any function of the Site, please be advised by submitting such information you explicitly authorize the transfer of such information to the United States for processing, use or archive within the United States in accordance with this Policy.

IX. Changes To Privacy Policy

PMFOC reserves the right to modify or replace, wholly or in part, this Privacy Policy at our sole discretion, at any time, without notice. Unless otherwise stated this Privacy Policy applies to all information collected by or through any website displaying an authorized link to this Privacy Policy.

X. Consent

Your use of this Site signifies your assent to all the terms of this Privacy Policy and the Site’s published Legal Terms and Conditions. If you do not agree with all or part of this Privacy Policy or the published Legal Terms and Conditions, please discontinue use of this Site and do not transmit to PMFOC any information, personal or public, for any purpose.

XI. Control Over Your Information

- (a) Update Information:** You have the right to review and/or update all personal information you previously submitted to PMFOC on this Site. Customers can log-in to their Shopping Account or Share Love Rewards Account to update their personal information at any time.
- (b) Opt Out www.PreciousMoments.com:** To opt out of receiving promotional emails, catalogs, and other print and digital communications from PMFOC related to www.PreciousMoments.com, or to delete your Shopping Account or Share Love Rewards Account, contact our Customer Care Specialists either via phone (during normal business hours) or post.

Toll-Free Call: 866-336-2554 | Monday – Friday 8:00am – 6:00pm CT Saturday 9:00am – 4:00pm CT

Mail To:
Precious Moments Company, Inc.
Attn: Customer Service (Mail Order Division)
4105 Chapel Road,
Carthage, Missouri 64836 U.S.A.

- (c) Opt Out www.PreciousMomentsChapel.org:** To opt out of receiving promotional emails, catalogs, and other print and digital communications from PMFOC related to www.PreciousMomentsChapel.org, or to delete your Chapel Loyalty Program Account, contact our Customer Care Specialists either via phone (during normal business hours) or post.

Toll-Free Call: 800-543-7975 |

January 2, 2020 – March 1, 2020 Sunday – Saturday 10:00am – 4:00pm CT
March 2, 2020 – November 19, 2020 Sunday – Saturday 9:30am – 5:30pm CT

Mail To:
Precious Moments Foundation
Attn: Customer Service (Gift Shoppe)
4321 Chapel Road,
Carthage, Missouri 64836 U.S.A.

- (d) **Do Not Track and Similar Mechanisms:** Some web browsers may transmit “do not track” signals to websites visited. Check your web browser to adjust settings specific to your device. Despite our best efforts and intentions PMFOC cannot absolutely guarantee the security settings your browser transmits to our system. In the event Do Not Track standards are implemented on a state or federal level PMFOC will revisit its policies and procedures to ensure its absolute compliance.

XII. **California Residents Privacy Rights**

Under the [California Consumer Privacy Act](#), effective January 1, 2020, California residents have certain rights to and can make certain requests for their Personal Information, as such term is defined under the Act. PMFOC will fulfill each request to the extent required by law. PMFOC will not discriminate against any Customer for exercising their rights under the California Consumer Privacy Act.

- (a) **Categories of Personal Information Collected:** The Personal Information PMFOC collects or has collected in the twelve months preceding the effective date of the Act falls into the following categories, as established within the Act.
- Identifiers such as name, alias, postal address for billing, postal address for shipping, email address, IP address, credit card information
 - Internet/browsing history including search history, information regarding your interaction with our Site, social media platforms, banners, emails, or other advertisements
 - Inferences drawn from any information used as part of your Shopping Account, Share Love Rewards Account, or Chapel Loyalty Program Account profile, including purchase history, preferences, wish-lists, birth date, gender, occupation/employer
 - Geolocation data such as the location of your device (laptop, desktop computer, tablet, mobile phone)
- (b) **Categories of Personal Information Sold for Business Purposes:** PMFOC does not sell and has not sold any consumer Personal Information in the twelve months preceding the effective date of the Act.
- (c) **Consumer’s Right to Personal Information:**
- a. **Access To My Personal Information:** You have the right to access the Personal Information kept by PMFOC. Upon receipt of the request, we will disclose to you, free of charge, the Personal Information on record at the time of receipt of the request. Your Personal Information will be transmitted to you via the email address provided on the request form, or in lieu of a confirmed or accurate email address, via a physical letter sent via United Postal Service to the physical address identified as your “bill to” address in your Shopping Account.
 - b. **Do Not Sell My Personal Information:** PMFOC does not sell any consumer Personal Information for monetary consideration, however, some Personal Information that may be transferred to certain third-party companies or PMFOC affiliates, without monetary consideration, may be considered a “sale” under the Act. Upon receipt of a Customer’s request to stop selling Personal Information, we will stop making any such transfer.
 - c. **Delete My Personal Information:** You have the right to ask us to delete your Personal Information. Upon receipt of the request, we will delete from our records the Personal Information (to the extent required by law) we hold about you as of the date of the request and direct all service providers to do the same. In some instances, deletion of your Personal Information may render certain Site functions inaccessible or inoperable in the future. Deleting your Personal Information will not cancel or delete your Precious Moments Collectors’ Club® membership.
- (d) **Submit a Personal Information Request www.PreciousMoments.com:** To exercise any of your rights described above under the California Consumer Privacy Act, please click the “Do Not Sell My Personal Information”, “Request My Personal Information”, or “Delete My Personal Information” option(s) from the “California Consumer Privacy Rights” link on the Site’s homepage and navigation toolbar or contact our Customer Care Specialists via phone during normal business hours.

Toll-Free Call: 866-336-2554 | Monday – Friday 8:00am – 6:00pm CT Saturday 9:00am – 4:00pm CT

- (e) **Submit a Personal Information Request www.PreciousMomentsChapel.org:** To exercise any of your rights described above under the California Consumer Privacy Act, please click the [“Do Not Sell My Personal Information”](#), [“Request My](#)

[Personal Information](#)”, or [“Delete My Personal Information”](#) option(s) from the [“California Consumer Privacy Rights”](#) link on the Site’s homepage and navigation toolbar or contact our Customer Care Specialists via phone during normal business hours.

Toll-Free Call: 800-543-7975

January 2, 2020 – March 1, 2020 Sunday – Saturday 10:00am – 4:00pm CT

March 2, 2020 – November 19, 2020 Sunday – Saturday 9:30am – 5:30pm CT

- (f) **Submit a Personal Information Request on Behalf of a California Resident:** To exercise the rights described above under the California Consumer Privacy Act on behalf of a California resident, please click the [“Do Not Sell My Personal Information”](#), [“Request My Personal Information”](#), or [“Delete My Personal Information”](#) option(s) from the [“California Consumer Privacy Rights”](#) link on the Site’s homepage and navigation toolbar. Authorized Agents must submit a valid power of attorney and notarized Authorized Agent Affidavit for California Consumer Privacy Act. Please send completed documents to our Customer Care Specialists via fax, post, or email.

Fax to: 417-359-3000 Precious Moments Company, Inc. (Attn: CCPA Do Not Sell; CCPA Request For Information; or CCPA Delete Personal Information)

Fax to: 417-359-2939 Precious Moments Foundation (Attn: CCPA Do Not Sell; CCPA Request For Information; or CCPA Delete Personal Information)

Post to: Precious Moments Family of Companies, Inc. (Attn: CCPA Do Not Sell; CCPA Request For Information; or CCPA Delete Personal Information)

4105 Chapel Road, Carthage, Missouri 64836 U.S.A.

Post to: Precious Moments Foundation (Attn: CCPA Do Not Sell; CCPA Request For Information; or CCPA Delete Personal Information)

4321 Chapel Road, Carthage, Missouri 64836 U.S.A.

Email: CustomerService@PreciousMoments.com (Subject line: CCPA Do Not Sell; CCPA Request For Information; or CCPA Delete Personal Information)

Email: GS.Supervisor@PreciousMoments.com (Subject line: CCPA Do Not Sell; CCPA Request For Information; or CCPA Delete Personal Information)

XIII. Contact Us

- (a) **PreciousMoments.com:** For questions or concerns related to this Privacy Policy, your rights as a California resident, Precious Moments Mail Order Division, the Site, your Shopping Account, or Share Love Rewards Account, contact our Customer Care Specialists either via phone or post.

Toll-Free Call: 866-336-2554 | Monday – Friday 8:00am – 6:00pm CT Saturday 9:00am – 4:00pm CT

Mail To:

Precious Moments Company, Inc.

Attn: Customer Service (Mail Order Division)

4105 Chapel Road,

Carthage, Missouri 64836 U.S.A.

- (b) **PreciousMomentsChapel.org:** For questions or concerns related to this Privacy Policy, your rights as a California resident, Precious Moments Foundation, the Site, or your Chapel Loyalty Program Account, contact our Customer Care Specialists either via phone or post.

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Precious Moments Foundation

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