

The San Diego Museum of Art
Privacy Policy
Effective January 1, 2023

Scope of This Privacy Policy

The San Diego Museum of Art (the “*Museum*,” “*we*,” “*our*,” and/or “*us*”) values the privacy of the Museum members and visitors and those who use www.sdmart.org and its associated websites and services (collectively, the “*Site*”), as well as the users of the Museum’s mobile app (the “*App*”) (collectively or individually “*Users*”). This privacy policy (the “*Privacy Policy*”) governs information you provide to us or that we learn from your use of the Site and/or the App (collectively our “*Services*”) and tells you how we may collect, use, and in some instances share this information. Your use of our Services is also subject to our Terms of Use as detailed at <https://www.sdmart.org/privacy-policy/>.

Information the Museum Collects

When you make a purchase, donation or join as a member:

When you make a purchase from the Museum Store or ticket office, make a donation, or purchase a membership via our Site, we will collect information including your name, address, phone number, e-mail address and payment information, together with information about what you purchase, and your billing and shipping addresses. We have engaged a secure third party to process your payment card information. Full payment card information is not stored on our network.

The Museum has engaged a third party to process all online transactions conducted on the Site and at the Museum facilities. The third party has represented to us that the Museum, its patrons and customers are protected by security features, including encryption and tokenization, designed to prevent the unauthorized release of your personal financial data. The third party has further represented to us that all credit card information complies with current PCI standards and will be tokenized and held on third party sites.

While the Museum has endeavored to create a secure and reliable Site, please note that the confidentiality of any communication or material transmitted to/from the Site over the Internet cannot be guaranteed. Accordingly, the Museum and its employees, agents, officers, directors, legal representatives, predecessors, successors and assigns are only responsible for information after receipt and while in our custody and control. You assume the sole and complete risk for using the Site and must make your own determination as to these matters.

When you contact us:

We collect other information that you may give us directly, such as when you request customer support, ask for more information about our programs for educators, reserve a space at the Museum for an event, sign up to receive our newsletter, or communicate with us via email or social media sites.

When you visit our Site:

We automatically collect certain information when you use our Site, including (i) information about your interaction with the Site, including the actions you take, the pages or other content you view or otherwise interact with, and the dates and times of your visits; and (ii) device information, such as your IP address or other device address or unique device identifier, operating system information, web browser, and/or device type and language.

When you visit the Site, we collect certain information through the use of “cookies” and other technologies to better understand how our Users navigate through the Site, learn what content is being viewed, administer the Site, and save your preferences. Cookies are small text files that Web servers place on an Internet user’s device. We may use both session cookies and persistent cookies. A session cookie disappears after you close your browser. A persistent cookie remains after you close your browser and may be used by your browser on

subsequent visits to the Site. We also use Google Analytics cookies for data analytics purposes, and you can find more information on how Google uses data from these cookies at www.google.com/policies/privacy/partners/. Please consult your web browser to learn the proper way to modify its cookie settings. Please note that if you delete or choose not to accept cookies from the Site, you may not be able to utilize the features of the Site to their fullest potential.

For more information about the purpose and scope of third-party vendor data collection and processing please refer to their respective privacy policies, including:

Google and YouTube (<https://policies.google.com/privacy>)

Facebook and Instagram (<https://www.facebook.com/policy.php>)

When you visit the Museum:

We use WiFi-based technologies that may detect your device and identify its location within the Museum facilities. We use this technology to better understand traffic patterns throughout the Museum and improve the safety, security, and overall experience of our visitors. We do not collect any personally identifiable information from your device using this technology. To opt out, simply activate your device's "airplane mode." The Museum also uses security cameras that capture live and still video imagery in Museum spaces.

When you use our App:

Our App provides audio and visual information to Users as they virtually tour and explore the Museum. When you access or use our App, we, and our service providers, may collect certain information, including:

Location Information: When you first launch the App, you will be asked to consent to the App's collection of location information from your mobile device. This location information is required in order for the App to function as designed. If you consent to our collection of location information, the App will continuously collect your location information while you use the App. You can stop the collection of location information at any time by closing the App or placing the App in the background, or changing the location sharing preferences on your mobile device. However, if you stop the App's collection of location information, the App will no longer function as intended.

Log Information: We log information about your use of the App, including the type of device you use, access times and time spent on pages, IP address, links clicked, and pages and content viewed.

Device Information: We collect information about the mobile device you use to access our App, including the hardware model, operating system and version, unique device identifiers and mobile network information.

If, after you use the App to tour and explore the Museum, you request that we send you a record of your visit, we collect the email address that you provide to us and any photos or comments you saved to your visit timeline. After your record request, we will email you a link to a publicly-viewable webpage containing information about the areas of the Museum you visited and any information you saved on your visit timeline.

Notice Regarding the App and Apple

To the extent that you are using the App, you further acknowledge and agree to the terms of this section. You acknowledge that these Terms are between you and the Museum only, not with Apple Inc. ("Apple"), and Apple is not responsible for the App and the content thereof. Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App. In the event of any failure of the App to conform to any applicable warranty, you may notify Apple and Apple will refund any applicable purchase price you paid, if any, for the App; and, to the maximum extent permitted by applicable law, Apple has no other warranty obligation whatsoever with respect to the App. Apple is not responsible for addressing any claims by you or any third party relating to the App or your possession and/or use of the App, including, but not limited to: (i) product

liability claims; (ii) any claim that the App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation. Apple is not responsible for the investigation, defense, settlement and discharge of any third-party claim that the App and/or your possession and use of the mobile application infringe that third party's intellectual property rights. You agree to comply with any applicable third-party terms when using the App. Apple and Apple's subsidiaries are third party beneficiaries of these Terms, and upon your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third-party beneficiary of these Terms. You hereby represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

How the Museum Uses Information We Collect from Users

We may use the information that we collect, including your personal information, to:

- Provide and personalize various features and services of our Services;
- Monitor and analyze usage trends and preferences;
- Better understand traffic patterns and visitor behavior within the Museum to improve safety, security, and visitor experience;
- Improve our Services and their features, and create new features and functionality;
- Improve our promotional efforts, membership drives, and fundraising efforts;
- Communicate with you, including for administrative, promotional, marketing, fundraising, and membership-related purposes, and respond to your requests or inquiries;
- Help facilitate your transactions and payments; and
- Enforce this Privacy Policy, the Terms of Service, and other terms you have agreed to, and to protect the rights, property, or safety of us, our Services, Users, and any other person.

How the Museum Shares Information We Collect from Users

Service providers: The Museum may disclose the information we collect, including personally identifiable information, to our service providers to:

- Process such information on our behalf;
- Process and manage transactions, payments, and purchases;
- Provide website maintenance and security;
- Provide various features and services to our Users (including without limitation to enable sending of promotional, fundraising, and membership-related communications); and
- Assist us in improving the way our Services work and look, and to create new features.

Aggregated information:

We may combine information gathered from the Site and information that we have received, gathered, acquired, or stored from other sources (both information collected offline by the Museum and information received from third parties) into a single customer record. We also use and/or combine information that we collect offline or receive from third-party sources (e.g., contact information from government funders or grantor information) to edit, enhance, and/or check the accuracy of your customer record.

We may share aggregated information that does not include personally identifiable information with third parties for various data purposes, including understanding usage patterns of our Services and improving their functionality.

Marketing and advertising partners: The Museum may share your personal information with other organizations, such as other non-profits, art institutions, or with other companies that may be of interest to you for informational,

fundraising, or related purposes. If you do not wish to have your name and address shared with other institutions for these purposes, you may opt out at any time by contacting us via the following email address: info@sdmart.org. You can directly opt out of receiving emails from these organizations by clicking on the unsubscribe link in any emails you receive from us or our partners.

Other sharing: The Museum may also share information we collect under the following circumstances:

- With any other third party with your consent to do so;
- As required by law, such as to comply with a subpoena, or similar legal process;
- When we believe in good faith that disclosure is necessary to protect our rights, protect your safety or the safety of others, investigate fraud, or respond to a government request;
- To an acquirer, successor, or assignee as part of any merger, acquisition, debt financing, sale of assets, or similar transaction, as well as in the event of insolvency, bankruptcy, or receivership in which information is transferred to one or more third parties as one of our business assets.

Third-Party Links

Our Site and/or App may contain links to other websites, products, or services that the Museum does not own or operate. For example, we may partner with third-party service providers to provide our Users with certain functionality or features. We encourage you to read the privacy policies of these third parties before providing any information to them. Some of these third parties may share or sell the information that they collect from you. The Museum is not responsible for the privacy practices of third parties. If you choose to visit or use any third-party products, websites, or services, including those offered by our third-party service providers or other partners, please be aware that this Privacy Policy will not apply to your activities or any information you disclose to these third parties.

Accessing and Modifying Your Information

Your membership account on the Site allows you to access, update, and correct your personal information.

You may opt out of receiving promotional communications from us by using the unsubscribe link within any promotional email you receive from us. Even after you opt out from receiving promotional messages from us, you will continue to receive administrative and security messages from us regarding our Services.

You may also request that the Museum delete your personal information by contacting us at privacy@sdmart.org. The Museum commits to making your account inactive and removing it from all contact lists within ten working days.

Your California Privacy Rights

California Civil Code Section 1798.83 permits California residents to request certain information regarding our disclosure of personal information to third parties for their direct marketing purposes. To make such a request, please write to us at P.O. Box 122107, San Diego, CA 92112-2107.

Children

The Museum does not knowingly collect personal information from children under the age of 13. If we become aware that a child under 13 has provided us with personal information, we will take steps to delete this information. The Museum commits to making the account inactive and removing it from all contact lists within ten working days. If you have reason to believe that a child under the age of 13 has provided personal information to us, please contact us at info@sdmart.org.

Our Commitment to Data Security

We take reasonable steps to protect the information that we collect from loss, misuse, and unauthorized access, disclosure, alteration, or destruction. To that end, we use certain physical, managerial, and technical safeguards that are designed to protect the information that we collect. Please be aware, however, that no security measures are perfect or impenetrable and no method of data transmission can be guaranteed against interception or other types of misuse.

Special Note to International Users

Data Protection Privacy under the General Data Protection Regulation (“GDPR”)

The GDPR protects personal data collected from citizens of European Union Member States. The Museum collects and stores certain personal data through our Site, in person or over the phone for the reasons set forth above.

In order for the Museum to collect this information, you must consent to the collection of your personal data. The Museum will only use your personal data for the purposes established in this Privacy Policy, unless we discover another purpose that is in line with the Museum’s original purpose for collection. In the event that you do not consent to the collection of your personal data, then the Museum may not be able to completely and fully provide you with all of the Services.

The Museum will store your personal data for as long as necessary to fulfill the purpose for which the personal data was collected and processed, including for the purposes of satisfying any legal, regulatory, accounting or reporting requirements. To determine the appropriate retention period for your personal data, we will consider the amount, nature, and sensitivity of the personal data, the potential risk of harm from unauthorized use or disclosure of your personal data, the purposes for which we process your personal data and whether we can achieve these purposes through other means, and the applicable legal requirements. Upon expiration of this time frame, the Museum will securely erase and destroy all of your collected personal data, in accordance with applicable laws and regulations.

Personal Data

The term “personal data” includes information such as your name, address, email address, telephone number, IP address, credit card information, website cookies, and location. Personal information does not include data from which you can no longer be identified due to encryption or anonymity.

Rights to your Personal Data under the GDPR

If the GDPR applies to you, then you have particular rights as an individual under this regulation, including the right to:

- Request access to your personal data stored by the Museum and request certain information in relation to its processing;
- Request a change and/or update be made to your personal data stored by the Museum; and
- Request restriction of processing of your personal data;
- Request erasure of your personal data stored by the Museum; and
- Object to the processing of your personal data.
- To exercise one of these rights, please contact the Museum at info@sdmart.org.

Withdrawal of Consent

The Museum acknowledges that even though you may initially consent to the processing of your personal data, you may want to withdraw your consent from time to time. You may withdraw your consent from the processing of personal data either entirely or in part. To withdraw your consent, please contact info@sdmart.org.

Governing Law

This website is published in the United States and is subject to laws of the United States. If you are located in a country outside the United States and voluntarily submit personal information to the Museum, you consent to the general use of such information as provided in this Privacy Policy and to the transfer of that information to, and/or storage of that information in, the United States. The Museum will not be liable under any circumstances for damages resulting from use of information collected from visitors to the Site.

Do Not Track

Because an industry-standard Do Not Track protocol has not yet been established, the Museum's information collection and disclosure practices, and the choices it offers, will continue to operate as described in this Privacy Policy regardless of choices made regarding the use of Do Not Track technologies.

Changes and Updates to This Privacy Policy

We may occasionally update this Privacy Policy. When we do, we will revise the effective date above. If we make material changes to this Privacy Policy, we will notify you of such changes by posting them on our Services and to other places we deem appropriate, or by sending you an email or other notification. We encourage you to periodically review this Privacy Policy to stay informed about how we are protecting the information we collect. Your continued use of our Services constitutes your agreement to this Privacy Policy and any updates.

Contacting the Museum

If you have any questions, comments, or concerns about this Privacy Policy, please email us at info@sdmart.org.

Physical location:

The San Diego Museum of Art
1450 El Prado
Balboa Park, San Diego, CA

Mailing address

P.O. Box 122107
San Diego, CA 92112-2107

Phone

Museum | 619.232.7931
Panama 66 | 619.696.1966

MUSEUM HOURS

Monday

10:00AM - 5:00PM

Tuesday

10:00AM - 5:00PM

Wednesday

Closed

Thursday
10:00AM - 5:00PM

Friday
10:00AM - 5:00PM

Saturday
10:00AM - 5:00PM

Sunday
12:00PM - 5:00PM

*Please check the calendar for exceptions due to special events.