

ONLINE TERMS, CONDITIONS, AND POLICIES

WANDER NASHVILLE values its customers and respects their privacy. We adhere to the highest ethical standards and practices in all of our operations and are dedicated to protecting the privacy of all visitors to our Websites.

GATHERING AND USE OF INFORMATION:

While we don't require personal information to obtain general access to any of our websites, Wander Nashville and Wander Hospitality collects information voluntarily provided from our visitors in an effort to improve your shopping experience and to communicate with you about our products, services, contests, and promotions. We record information provided when shopping online, including your shipping, billing and e-mail addresses. We also keep a record of your product interests, purchases and any information you choose to give us, such as survey and registration information. Additionally we track information on our websites that appeal to our visitors by following which of our web pages are visited and what services are most often used. This information is used to make ongoing changes and improvements to our websites.

Wander does not rent or sell any of the information collected to third parties.

The information collected from visitors to our websites provides our company with invaluable information about consumers interactions with our products, assists us with the development of new products and services, and helps us evaluate what types of information you might be interested in. By using the information this way, we can ensure that we will continue to offer you the best shopping and Internet experience possible. Any information you submit implies consent for this use of the information. After you purchase from us, we will send you information regarding your purchase. We may on occasion send promotional materials regarding our products, discounts and services that might be of interest to you. If you prefer not to be contacted by us in the future, you may request to be removed from our e-mail list at any time.

For any queries about the processing of information on our sites, please contact us. This statement relates to our privacy practices in connection with this website. We are not responsible for the content or privacy practices of other websites. Any external links to other websites are clearly identifiable as such. Some technical terms used in this statement are explained at the end of this page.

Privacy and Personal Information

Wander respects your right to privacy, and does not collect any personal data about you on this website, apart from information which you volunteer identified below. Any personal information which you volunteer to WanderNashville.com will be treated with the highest standards of security and confidentiality. Any information which you provide in this way is not made available to any third parties, and is used by our sites only in line with the purpose for which you provided it.

Collection and Use of Tracking Information

In accordance with normal practice, we record every visit to this site. This information is used to improve the operation of the service and to provide statistical information about the use of the site.

Technical details in connection with visits to this website are logged. We do not attempt to identify individual visitors, or to associate the technical details listed below with any individual.

Details logged include the following items:

- The date and time of every visit to an individual page
- Each page visited in the site on such a visit
- Your IP/network address
- Location or geographical information
- The type of web browser used by the website visitor
- The device used by the website visitor

Wander and its sites may make these technical details available to companies under the control and direction of WanderNashville.com in order to provide analysis of advertising and website traffic. These other companies may be supplied with or have access to this information solely for the purpose of providing these services to us or on our behalf.

Cookies

Our website uses cookies. Cookies do not harm your computer and do not contain any viruses. Cookies help make our website more user-friendly, efficient, and secure. Cookies are small text files that are stored on your computer and saved by your browser.

Most of the cookies we use are so-called "session cookies." They are automatically deleted after your visit. Other cookies remain in your device's memory until you delete them. These cookies make it possible to recognize your

browser when you next visit the site.

You can configure your browser to inform you about the use of cookies so that you can decide on a case-by-case basis whether to accept or reject a cookie.

Alternatively, your browser can be configured to automatically accept cookies under certain conditions or to always reject them, or to automatically delete cookies when closing your browser. Disabling cookies may limit the functionality of this website.

The website operator has a legitimate interest in the storage of cookies to ensure an optimized service provided free of technical errors. If other cookies (such as those used to analyze your surfing behavior) are also stored, they will be treated separately in this privacy policy.

Google Analytics

Wander uses Google Display Advertising and Remarketing Tools with Google Analytics. To learn more about Google anonymous data collection please visit [Google Adword's Remarketing Policy](#). To adjust your internet ad preferences in Google Account Settings, please log in to Google and visit the link to the [Ads Preferences Manager](#).

Facebook Conversion Tracking Pixel

Wander may from time to time use Facebook Advertising, Facebook Pixel Re-Marketing, and communications of Facebook Inc.. This tool allows Wander to understand and deliver ads and make them more relevant to you. The collected data remains anonymous and WanderNashville.com cannot see the personal data of any individual user.

However, the collected data is saved and processed by Facebook. Facebook may be able to connect the data with your Facebook account and use the data for their own advertising purposes (in accordance with [Facebook's Data Use Policy](#)).

Facebook has ultimate control of the information gathered through Facebook Advertising, Facebook Pixel Re-Marketing, and communications. You can opt-out of Facebook's use of cookies and Facebook Pixel Re-Marketing through settings on your Facebook Account.

You can configure your browser to inform you about the use of cookies so that you can decide on a case-by-case basis whether to accept or reject a cookie.

Alternatively, your browser can be configured to automatically accept cookies under certain conditions or to always reject them, or to automatically delete cookies when closing your browser. The functionality of our services may be limited when cookies are disabled.

SSL or TLS Encryption

This site uses SSL or TLS encryption for security reasons and for the protection of the transmission of confidential content, such as the inquiries you send to us as

the site operator. You can recognize an encrypted connection in your browser's address line when it changes from "http://" to "https://" and the lock icon is displayed in your browser's address bar.

ON TOUR POLICIES AND CONDITIONS

THE CONTENT USED THROUGHOUT THE TOUR, INCLUDING BUT NOT LIMITED TO, COMMENTARY, DESCRIPTIONS, FACTS AND INFORMATION, PHRASEOLOGY, ROUTES, AND PARTNERSHIP DETAILS ARE OWNED EXCLUSIVELY BY WANDER NASHVILLE AND ARE INTENDED FOR THE PRIVATE CONSUMPTION OF OUR PAYING GUESTS. OUR TOURS INCLUDE COPYRIGHTED AND, AT TIMES, TRADEMARKED, CONTENT, IMAGES, GRAPHICS, VIDEOS, SOUND EFFECTS, INTERVIEWS, LOGOS, AND MATERIAL. THE REUSE, DISTRIBUTION, COPYING, PLAGIARIZING, OR RECORDING OF ANY ELEMENT OF THE TOUR WITHOUT WRITTEN CONSENT IS STRICTLY PROHIBITED.

USE OF MUSIC AND VIDEO ON TOUR

THE MUSIC USED THROUGHOUT OUR TOURS IS PROVIDED EXCLUSIVELY VIA A LICENSING AGREEMENTS WITH BROADCAST MUSIC INC (BMI) AND THE AMERICAN SOCIETY OF COMPOSERS, AUTHORS, AND PUBLISHERS (ASCAP.) THE RECORDING, BROADCAST, OR REDISTRIBUTION OF ANY OF THIS MATERIAL IS STRICTLY PROHIBITED. GUESTS FOUND RECORDING THE SUPPLIED AUDIO, INCLUDING NARRATION, THROUGHOUT THE TOUR WILL BE ASKED TO CEASE AND DELETE ANY RECORDED MATERIAL AND COULD BE SUBJECT TO REMOVAL FROM THE TOUR, WITHOUT REFUND.

VIDEOS (INCLUDING PORTIONS OF INTERVIEWS HEARD WITHOUT VIDEO) USED THROUGHOUT THE TOUR AND BY OUR PARTNERS HAS BEEN SUPPLIED IN A NUMBER OF WAYS. MANY OF THESE VIDEOS HAVE BEEN SOURCED BY AGREEMENT OR LICENSE WITH THE COLLECTION AGENCY, ARCHIVE, OR OWNER. DUE TO OUR AGREEMENT AND LIMITATIONS OF THE LICENSES, DUPLICATION, BROADCAST, OR REPUBLICATION OF THESE PORTIONS OF THE TOUR MAY BE RESTRICTED. SOME SHORT CLIPS USED PRIOR TO GUIDE COMMENTARY AND CRITICISM HAS BEEN SOURCED UNDER FAIR USE. FULL VIDEO CLIPS AND INTERVIEWS HAVE BEEN ALSO BEEN SOURCED UNDER CREATIVE COMMONS LICENSES OR BY AGREEMENT WITH ARCHIVES, LIBRARIES, OR OTHER PRESERVATION SOCIETIES AND AGENCIES. TO VIEW A FULL BIBLIOGRAPHY OF THE INFORMATION, MUSIC, AUDIO, TEXT, GRAPHIC,

PHOTOS, AND VIDEOS USED THROUGHOUT OUR TOUR, AS WELL AS INFORMATION SOURCES, PLEASE CONTACT US.

IMAGE, PHOTO, VIDEO, AUDIO, LIKENESS, USE WAIVER AND RELEASE

WANDER NASHVILLE AND ITS PARTNERS reserves the right to use any photograph/video taken THROUGHOUT, PRIOR TO, OR AFTER THE TOUR EXPERIENCE, without the expressed written permission of those included within the photograph/video. WANDER NASHVILLE AND ITS PARTNERS may use the photograph, video, audio, your image and likeness, and other collected material in publications or other media material produced, used or contracted by WANDER NASHVILLE including but not limited to: brochures, invitations, newspapers, magazines, presentations, websites, commercials, promotional material, interviews etc. By participating in tours, attractions, events, and meetings hosted by WANDER NASHVILLE and its partners, you are agreeing to release, defend, hold harmless and indemnify WANDER NASHVILLE and its partners from any and all claims involving the use of your picture or likeness.

WEATHER POLICY

WANDER NASHVILLE offers tours and experiences rain, snow, or shine. At times, the weather may become too inclement to ensure the safety of the guests and guides participating in the experience. This may include, but may not be limited too, ice, high winds, lightning, thunder, tornados, sleet and other intense weather elements. In this rare cases, WANDER NASHVILLE reserves the right to cancel OR POSTPONE a tour or experience. In the case of a tour cancellation, guests will be notified via the contact information provided at the time of booking. Guests should provide truthful, accurate, and up-to-date contact information in order to receive these important notifications. Tours that are cancelled by WANDER NASHVILLE for any reason, including inclement weather, are subject to a refund back to original form of payment. Cash refunds are unavailable for any reason. Guests who opt out of a tour due to preference or weather, and that tour has not been yet cancelled, will forfeit their place on the tour, will not be subject to a rescheduled tour, and will not be given a refund. Guests should consider WANDER NASHVILLE's rain and weather policy, as well as upcoming weather in the area *prior to booking* a tour or experience. Again, guests failing to show up for their scheduled tour or choosing to forgo their experience will not be given a refund. All sales are final and nonrefundable.

NO SHOW POLICY

Booked and confirmed guests should arrive to the tour start location no less than 15 minutes prior to the tour's scheduled departure time. This location is subject to change and is selected at the discretion of management and the guide. Guests running late for their scheduled tour should first text 205-8-WANDER and notify their guide that they may be late. Guests who fail to arrive to the tour start location prior to the departure time will forfeit their admission and will not be subject to a refund. Tours *can* depart late, but tend to depart promptly at their scheduled start time. Tours will not be held for any guest for any reason. All tours sale are final and are nonrefundable.

ACKNOWLEDGMENT AND ASSUMPTION OF RISKS

I understand and acknowledge that I will voluntarily engage in the Activity(ies). The Activity(ies) involves both known and unanticipated risks that could result in physical or mental injury, death, illness, disease, or property damage to me or to third parties. These risks apply equally regardless of whether I use my own personal tools or equipment or those of the WANDER NASHVILLE, if any. Injuries may result from accident, malfunction, misuse, or mishandling of tools or equipment. The Activity(ies) may take place in varied settings including but not limited to public and private roadways and alleys, public and private businesses and sidewalks, crosswalks, steps, ramps, and along rivers, waterways, bridges, and businesses. I understand that the activity(ies) and tours will require me to cross the street, use metered and unmetered intersections, steps and ramps. Slips or falls may result in severe injury or drowning. Exposure to natural elements can be uncomfortable or harmful. Temperature and weather extremes may result in sunburn, dehydration, heat exhaustion, heat stroke, hyperthermia, frostbite, or hypothermia. Poisonous or dangerous plants, insects, or animals may cause injury or allergic reactions. Some of these risks apply even if the Activity(ies) takes place primarily indoors or in urban settings. I understand and expressly acknowledge that these risks may result in claims against WANDER NASHVILLE or personal claims against me by third parties. I understand and acknowledge that the above lists are not complete and that other risks may also result in injury, death, illness, disease, or damage to property or to me or third parties. I expressly accept all of the risks involved with the Activity(ies). My participation in the Activity(ies) is purely voluntary, and I elect to participate in spite of the risks. I agree to adhere to all safety instructions and recommendations given by WANDER NASHVILLE staff. I understand that is my personal responsibility to adhere to these rules and to monitor and regulate my own personal safety throughout the activity(ies.) Nothing in this section shall be construed to be an implied grant of authority to use any

items that are otherwise prohibited during the Activity(ies). For myself and on behalf of my heirs, assigns, personal representative(s), and estate, I hereby voluntarily release and forever discharge WANDER NASHVILLE and their partners, representatives, owners, guides, contractors, and employees from any and all liability, claims, demands, actions, or rights of action which are related to, arise out of, or are in any way connected with my participation in the Activity(ies), including specifically but not limited to the negligent acts or omissions of WANDER NASHVILLE, for any and all injury, death, illness or disease, and/or damage to myself or my property. I further agree, on behalf of myself, my heirs, assigns, personal representative(s), and estate, to hold harmless and indemnify WANDER NASHVILLE for any such injury, death, illness, disease, property damage, or expenses, including attorney's fees, arising from or connected with my participation in the Activity(ies). I further, on behalf of myself, my heirs, assigns, personal representative(s), and estate, agree not to sue, assert, or otherwise maintain or assert any claim against WANDER NASHVILLE for any injury, death, illness, disease, or damage to me or my property arising from or connected with my participation in the Activity(ies) unless caused by WANDER NASHVILLE'S gross negligence.

IN PURCHASING A TOUR, ACTIVITY, OR EXPERIENCE AND/OR PARTAKING IN ANY TOUR, ACTIVITY, OR EXPERIENCE, OR BY CONTINUING TO PARTICIPATE IN A TOUR, ACTIVITY, OR EXPERIENCE, I FULLY RECOGNIZE THAT IF I AM HURT OR MY PROPERTY IS DAMAGED WHILE ENGAGED IN THE ACTIVITY(IES), I WILL HAVE NO RIGHT TO MAKE A CLAIM OR FILE A LAWSUIT AGAINST WANDER NASHVILLE, ITS GUESTS, PARTNERS, REPRESENTATIVES, OWNERS, GUIDES, CONTRACTORS, AND EMPLOYEES, EVEN IF THEY OR ANY OF THEM NEGLIGENTLY CAUSED BODILY INJURY OR PROPERTY DAMAGE.

**Tennessee Adventure Tourism and Rural Development Act of 2011
§ 11-11-205 - Liability -- Warning notices -- Limitations.**