

PRIVACY STATEMENT

This statement informs you of Lotus Bakersfield Corp.'s practices with respect to the online collection, use, and disclosure of personal information from this Lotus Bakersfield Corp. Website. Personal information is information that allows us to contact you (such as email address, home address, or telephone number) or other information that, when linked to your name or contact information, allows us to personalize your visit to our site by providing you with information that suits your interests.

Lotus Bakersfield Corp. is the owner of this website and retains all ownership rights to the information collected at this site. Lotus Bakersfield Corp. reserves the right to change, modify, add, or remove provisions of this Privacy Statement. Any changes to this Privacy Statement will be posted here, and we encourage you to check back from time to time.

Personalization

Although you may use many features of this site without completing a registration or sign-up form, visitors who do register and/or sign up for special services may have access to additional features of the site and are more likely to receive information suited to their interests. For example, a registered user is eligible for additional services provided by this website such as listener clubs and personalized content. Our registration and special services sign-up forms may ask you for contact information (like name or email address) and demographic information (like zip code or age). You must provide the information in order to receive the benefits of registration or of the special service.

We may use the contact information you give us to better tailor your website experience to your interests, to request your opinions with respect to media and entertainment, and to send you information about Lotus Bakersfield Corp. and its services as well as promotional material on behalf of some of our partners. We may use information that you provide to us to inform you of content on the web, radio and other methods of content delivery, in which you may be interested and to provide or display the content according to your preferences. We will also share this information within the Lotus Bakersfield Corp. family in order to enhance your experiences with Lotus Bakersfield Corp.

In addition, we may share this information with advertisers or other third parties that are not part of the Lotus Bakersfield Corp. family on an aggregate or other basis that does not disclose your identity or contact information.

Online Surveys/Contests

From time to time, we may conduct online surveys and contests. These ask you for contact information (like name or email address) and demographic information (like zip code or age). We may use this contact information from our surveys and contests to provide you with information about our company and promotional material on behalf of some of our partners, and to contact you when necessary.

Supplemental Information

To enhance Lotus Bakersfield Corp.'s ability to tailor this site to your preferences, we may combine information that you provide us on registration and other online sign-up forms with other information about you that we may obtain. We do not share that information with any other party.

Shopping/Commercial Services

This Lotus Bakersfield Corp. site may offer shopping services, which may be offered by us or by a firm that operates a store under contract with us. If our site offers shopping or other commercial services, you will use a customer order form to request information, products, and services. The order form will ask you to give us contact information (like name or email address), financial information (like account or credit card numbers), and demographic information (like zip code or age).

We will use the financial information that you provide to bill you for products and services. By giving our site your credit card and related personal information, you are authorizing our store to give that information to the merchant and credit card company in order to confirm and fulfill your order.

We will use contact information from the order form to fulfill your orders. We may also use contact data to get in touch with you when necessary. We will not otherwise use or distribute your financial information without your prior approval.

Public Forums

This site may make available chat rooms, forums, message boards, and news groups. Please remember that any information that you disclose in these areas becomes public information and you should exercise caution when deciding to disclose your personal information.

Information Sharing With Third Parties

From time to time we may enter into a special relationship with another company that is not owned by Lotus Bakersfield Corp. to provide additional features at this site. These special relationships may include "powered by" partners, business partners, sponsors, and co-branded sites (referred to here as "co-branded pages"). These might include, for example, pages that share our name and that of another entity, such as TicketMaster. You should look for a specific privacy statement on any such co-branded page. Any personal information that you provide when signing up at one of those co-branded pages may be shared with our third party partner. You should also check our partner's website for information regarding its privacy policies.

Also, the nature of some features of our site may require that we share personal information about you with persons or companies outside of the Lotus Bakersfield Corp. family. For example, this may occur at a feature that enables you, via our site, to ask questions of persons or entities that are not part of the Lotus Bakersfield Corp. family. By responding to those features of the site, whether by email or direct entry of information on our Website, you are consenting to our transferring that information to such persons or entities.

With respect to specific registration modules, like contests, we may disclose personal information collected, and we will post a conspicuous statement on the registration module to the effect that we will be disclosing the information collected with third parties

Finally, we may share any of the information collected from you with these other non-Lotus Bakersfield Corp. companies in an aggregate basis. The aggregated information is not linked to any information that can identify you.

IP Address and Log Files

We may use your IP address to administer our Website, to help diagnose problems with our server, to analyze trends, to track users' webpage movements, to help identify you and your shopping cart, and to gather broad demographic information for aggregate use.

Cookies

This Lotus Bakersfield Corp. site may use a standard technology called a "cookie" to collect information about how you use the site. Cookies reside on your computer and help our website to recognize your computer's browser as a previous visitor. This information allows us to customize delivery of information. For example, our site may use cookies to save and remember registration information or preferences that you may have set while browsing the site, to keep track of your shopping cart, to ensure you don't see the same ad content repeatedly, to deliver content specific to your interests, and to save your password so you don't have to re-enter it each time you visit our site. We use cookies only to gather information as indicated in this policy.

In addition, on occasion our site may also set a "session cookie" which helps us administer the site. The session cookie expires when you close your browser and does not retain any information about you after it expires.

Finally, we may also use an ad network provider to help present advertisements on this and other Lotus Bakersfield Corp. Web sites. This ad network provider, like other advertising service vendors, uses cookies, web beacons, or similar technologies on the hard drive of your computer to serve you advertisements tailored to interests you have shown by browsing on this and other sites you have visited, and to determine whether you have seen a particular advertisement before and to avoid sending you duplicate advertisements. In doing so, the provider collects non-personal data such as your browser type, your operating system, Web pages visited, time of visits, content viewed, ads viewed, and other clickstream data. The use of cookies, web beacons, or similar technologies by these ad network providers is subject to their own privacy policies, not ours. If you do not want the benefits of these advertising cookies, you may opt-out by visiting http://www.networkadvertising.org/optout_nonppii.asp. However, if you do so you may not receive the full benefit from the use of our site.

Banner Advertising

We license ad-server software from another company to place banner advertising on our sites. All of the data provided and generated by the ad-server software remains in our possession and no data is transferred to the licensor of the software. This feature of our site may, on occasion, set "cookies" on your computer. Any information collected or stored by the ad-service or the cookies is treated in the same manner as other information as described in this statement.

Children's Personal Information

Consistent with the Children's Online Privacy Protection Act: This site does NOT collect, use, or disclose personal information (including online contact information) of children under the age of 13.

In the event that a child under the age of 13 attempts to register on our site, we will NOT accept the registration and will delete information received from the child.

In the event that a child posts personal information in a public forum such as a chat room, we will attempt to delete that information once we become aware of it.

Your Choices

This Lotus Bakersfield Corp. site provides you the opportunity to opt-out of receiving email communications from us and our special relationship partners. To opt-out of receiving email communications, you may:

- Modify your registered user information on our website; or

- Send an email to melanie@lotusbakerfield.com

Please include the web address, call letters or station's name. (Please note that this email address should only be used for specific technical issues related to the website such as unsubscribing from a database. The recipients of these emails will not be able, in general to answer concerns regarding on-air programming, promotions or other non-web related issues.)

Access to Personal Information

Lotus Bakersfield Corp. gives you the opportunity to modify or remove personal information that you have provided to us. You may do so by modifying your password-protected registered user information on our website.

Security of Your Personal Information

Lotus Bakersfield Corp. employs reasonable security measures consistent with standard industry practice, for information collected through this website. We believe that we have adequate security measures in place in our physical facilities to protect against the loss, misuse, or alteration of the information we collect on our website. We also use internal protections to limit access to users' personal information to only those employees who need the information to perform a specific job.

Sale or Merger

If this site is sold to, or merges with, another company not owned by Lotus Bakersfield Corp., you should expect that some or all of the information collected from this website may be transferred to the buyer/surviving company. If so, Lotus Bakersfield Corp. will seek to obligate the acquiring company to use any personal information transferred by this site in a manner consistent with this statement, but cannot guarantee that it will be able to impose that requirement or that the acquiring company will comply.

Legal Process

You should be aware that Lotus Bakersfield Corp. may be required to disclose your personal information to the government or third parties under certain circumstances, such as in court or regulatory proceedings.

Contacting the Website

If you have any questions about this privacy statement, the practices of this site, or your dealings with this website, you can contact melanie@lotusbakerfield.com. Please include the web address, call letters or station's name. Please note that this email address should only be used for specific technical issues related to the website such as unsubscribing from a database. The recipients of these emails will not be able, in general, to answer concerns regarding on-air programming, promotions or other non-web related issues.

Leased Content

Neither Standard & Poor nor any third-party licensor shall have any liability for the accuracy or completeness of this service or any component thereof or for delays, unauthenticity, omissions, or other defects therein nor for any claims or losses arising therefrom or occasioned thereby, including, without limitation, any lost profits, indirect, special, or consequential damages. Either Standard & Poor or third party licensors have exclusive proprietary rights from the information received via the service. Customer, end-user, or visitor, as applicable, shall not use or permit anyone to use the information provided through the service for any unlawful or unauthorized purpose. Customer, end-user, or visitor, as applicable, is not authorized or permitted to furnish such information to any person or firm for reuse or retransmission without prior written approval of the source of such information. Provision of the information on the service is subject to termination in the event that any agreement between a third party licensor and a provider of information distributed through the service is terminated in accordance with its terms. Third party licensor and its subsidiaries, affiliates, information providers and content partners shall have no liability for investment decisions based on the information provided hereby.

General Information

This Agreement and the Additional Terms shall be governed by, construed and enforced in accordance with the laws of the State of California, as it is applied to agreements entered into and to be performed entirely within such state, without regard to conflict of law principles. You agree that any cause of action you or Lotus Bakersfield Corp. brings to enforce this Agreement and/or the Additional Terms, or in connection with any matters related to this Lotus Bakersfield Corp. Website and/or the Privacy Statement, shall be brought only in either the state or Federal courts located in Sacramento, California. You agree to submit to the personal jurisdiction of the courts of the State of California for any cause of action arising out of this Agreement. You agree to file any cause of action with respect to this Agreement within one year after the cause of action arises. You agree that a cause of action filed after this date is barred.

If any provision of this Agreement, or the application thereof to any person or circumstances, is held invalid or for any reason, unenforceable including, but not limited to, the warranty disclaimers and liability limitations, then such provision shall be deemed superseded by a valid, enforceable provision that matches, as closely as possible, the original provision, and the other provisions of this Agreement shall remain in full force and effect. The failure of either party to insist upon strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right. Unless expressly provided otherwise, this Agreement is the entire agreement between you and Lotus Bakersfield Corp. with respect to the use of this Lotus Bakersfield Corp. Website and shall not be modified except in writing, signed by an authorized representative of Lotus Bakersfield Corp.

If you have any questions concerning this Agreement, you may send them by email to melanie@lotusbakerfield.com. You must send any official correspondence via postal mail to:

Melanie Rutledge

ATTN: Websites Terms of Use

Lotus Bakersfield Corp.

5100 Commerce Drive

Bakersfield, CA 93309

European Union and Other Foreign Nations

This Lotus Bakersfield Corp. website is governed by and operated in accordance with the laws of United States of America and is intended for enjoyment of residents of the United States. Lotus Bakersfield Corp. makes no representation that this website is governed by or operated in accordance with the laws of other nations. By using this site and submitting any personal information, visitors from outside of the United States acknowledge the this site is subject to U.S. law, consent to the transfer of personal data to the U.S., and waive any claims that may arise under their own national laws.

COPYRIGHT & TRADEMARK NOTICE

Use of Intellectual Property

The Lotus Bakersfield Corp. Website, and all of its contents, including but not limited to articles, other text, photographs, images, illustrations, graphics, video material, audio material, including musical compositions and sound recordings, software, Lotus Bakersfield Corp. logos, titles, characters, names, graphics and button icons (collectively "Intellectual Property"), are protected by copyright, trademark and other laws of the United States, as well as international conventions and the laws of other countries. The Intellectual Property is owned or controlled by Lotus Bakersfield Corp. or by other parties that have provided rights thereto to Lotus Bakersfield Corp.

You may not, and agree that you will not, reproduce, download, license, publish, enter into a database, display, modify, create derivative works from, transmit, post, distribute or perform publicly by any means, method, or process now known or later developed, decompile, reverse engineer, disassemble, use on another computer-related environment, transfer or sell any Intellectual Property, information, software or products obtained from or through this Lotus Bakersfield Corp. Website, in whole or in part, without the express written permission of Lotus Bakersfield Corp.

Other trademarks, service marks, product names and company names or logos appearing on this Lotus Bakersfield Corp. Website that are not owned by Lotus Bakersfield Corp. may not be used without express permission from their owners.

Additionally, unless otherwise expressly permitted, websites may not hyperlink to any page beyond the homepage of this Lotus Bakersfield Corp. Website, or frame this Lotus Bakersfield Corp. Website, or any web page or material herein, nor may any entity include a hyperlink to any aspect of the Lotus Bakersfield Corp. Website in an email for commercial purposes, without the express written permission of Lotus Bakersfield Corp..

You may inquire about obtaining permission by writing:

Melanie Rutledge

ATTN: Websites Terms of Use

Lotus Bakersfield Corp.

5100 Commerce Dr.

Bakersfield, CA 93309

Via email: melanie@lotusbakerfield.com

Copyright Infringement

Lotus Bakersfield Corp. respects the intellectual property rights of third parties, and complies with the terms of the Digital Millennium Copyright Act (DMCA) regarding such rights. By submitting any material or photographs through this Lotus Bakersfield Corp. Website, you are granting permission to have this material posted on this Lotus Bakersfield Corp. Website, and are representing that you are the rightful owner of the submitted material, and that no one else may claim rights to this material. Lotus Bakersfield Corp. reserves the right to remove access to infringing material. Such actions do not affect or modify any other rights Lotus Bakersfield Corp. may have under law or contract. You can find our procedures for providing notice of alleged copyright infringement [here](#).

Procedure for Making Claim of Copyright Infringement

If you believe that your work has been copied in a way that constitutes copyright infringement, you should send written notification thereof, in accordance with the provisions of the Digital Millennium Copyright Act, to our Designated Agent, who can be reached as follows:

By mail:

Melanie Rutledge

ATTN: Websites Terms of Use

Lotus Bakersfield Corp.

5100 Commerce Dr

Bakersfield, CA 93309

Via email: melanie@lotusbakerfield.com

Pursuant to 17 U.S.C. § 512(c), to be effective, the Notification must include the following:

- (i) A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- (ii) Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site.
- (iii) Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit Lotus Bakersfield Corp. to locate the material.
- (iv) Information reasonably sufficient to permit Lotus Bakersfield Corp. to contact the complaining party, such as an address, telephone number, and, if available, an email address.

(v) A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.

(vi) A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

This process only relates to reporting a claim of copyright infringement. Messages related to other matters will not receive a response through this process.

INTERACTIVE SERVICE ADDITIONAL TERMS

You may participate in the Lotus Bakersfield Corp. Interactive Service by reading and agreeing to the Terms of Use Agreement and these Interactive Service Additional Terms, and by completing the registration form where one is provided. If you do not agree to abide by the Terms of Use Agreement and these Interactive Service Additional Terms, you may not participate in the Lotus Bakersfield Corp. Interactive Service.

You agree that you will not:

Deliver any unsolicited advertisement, promotional materials, junk email, bulk email (also known as "spam"), chain letters, surveys or contests, or solicit participation in any pyramid schemes (unless it is on a page that explicitly states that such postings are allowed on that page).

Deliver any unlawful (according to local, state, federal, or international law or regulation) postings to or through the Lotus Bakersfield Corp. Website, or any postings which advocate illegal activity.

Deliver, or provide links to, any postings containing material that could be considered harmful, obscene, pornographic, indecent, lewd, violent, abusive, profane, insulting, threatening, harassing, hateful or otherwise objectionable.

Deliver, or provide links to, any postings containing material that harasses, victimizes, degrades, or intimidates an individual or group of individuals on the basis of religion, race, ethnicity, sexual orientation, gender, age, or disability.

Deliver, or provide links to, any postings containing defamatory, false or libelous material.

Deliver any posting that infringes or violates any intellectual property or other right of any entity or person, including, without limitation, copyrights, patents, trademarks, laws governing trade secrets, rights to privacy, or publicity.

Deliver any posting to that you do not have a right to make available under law or contractual or fiduciary relationships.

Impersonate another person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity, or adopt a false identity if the purpose of doing so is to mislead, deceive, or defraud another.

Manipulate identifiers, including by forging headers, in order to disguise the origin of any posting that you deliver.

Use this Lotus Bakersfield Corp. service in any manner which could damage, disable, overburden, or impair or otherwise interfere with the use of the Lotus Bakersfield Corp. Website or other users' computer equipment, or cause damage, disruption or limit the functioning of any software, hardware, or telecommunications equipment, including by means uploading or transmitting to this Site or Lotus Bakersfield Corp.'s servers any computer viruses, Trojan horses, worms, or other disabling or harmful software intended to damage, interfere with, intercept or monitor surreptitiously, or take over another computer.

Attempt to gain unauthorized access to this Lotus Bakersfield Corp. Website, any related website, other accounts, computer system, or networks connected to this Lotus Bakersfield Corp. Website, through hacking, password mining, or any other means.

Obtain or attempt to obtain any materials or information through any means not intentionally made available through this Lotus Bakersfield Corp. Website, including harvesting or otherwise collecting information about others such as email addresses.

You are solely responsible and liable for postings delivered to the Lotus Bakersfield Corp. Website using your account. Any violation of these provisions can subject your Lotus Bakersfield Corp. account to immediate termination and, possibly, further legal action.

Lotus Bakersfield Corp. does not control and is not responsible for any notes, messages, billboard postings, ideas, suggestions, concepts or other material, or files delivered to an Lotus Bakersfield Corp. interactive website by you or other users. Lotus Bakersfield Corp. is not obligated to and does not regularly review, monitor, delete, or edit postings. However, Lotus Bakersfield Corp. reserves the right to do so at any time in its sole discretion, for any reason or no reason, and to delete or edit any posting with or without notice. Lotus Bakersfield Corp. is not responsible or liable for damages of any kind arising from any postings even when Lotus Bakersfield Corp. is advised of the possibility of such damages, or from Lotus Bakersfield Corp.'s alteration or deletion of any posting.

The information and opinions expressed in postings on this Lotus Bakersfield Corp. Website are not necessarily those of Lotus Bakersfield Corp. or its content providers, advertisers, sponsors, affiliated or related entities, and Lotus Bakersfield Corp. makes no representations or warranties regarding that information or those opinions. Lotus Bakersfield Corp. does not represent or guarantee the truthfulness, accuracy, or reliability of any postings or determine whether the postings violate the rights of others. You acknowledge that any reliance on material posted by other users will be at your own risk.

Unless otherwise provided, all postings to the Lotus Bakersfield Corp. Website automatically and immediately become the property of Lotus Bakersfield Corp. without any obligation of confidentiality. Lotus Bakersfield Corp. shall be entitled to use the material for any type of use forever including in any media whether now known or later devised. If any court determines that Lotus Bakersfield Corp. does not retain exclusive ownership of any posting, then you hereby expressly grant to Lotus Bakersfield Corp. a royalty-free, perpetual, irrevocable right to use, reproduce, adapt, modify, publish, edit, translate, perform, transmit, sell, sublicense or otherwise distribute and display the Posting for any reason, including for promotional and advertising purposes, alone or as a part of other works in any form, medium or technology now known or later developed, and you waive all moral rights in all such postings.

PREMIUM SERVICE ADDITIONAL TERMS

You may register for a Lotus Bakersfield Corp. Premium Service by reading and agreeing to the Terms of Use Agreement and these Premium Service Additional Terms, and by completing the registration form. If you do not agree to abide by the Terms of Use Agreement and these Premium Service Additional Terms, you may not register for the Lotus Bakersfield Corp. Premium Service.

Member Account and Password

You are responsible for any membership name and password that is associated with your account during registration. If this premium service does not recognize your device from a previous sign-in, you will be asked for information that will help us to identify your registration. It is your responsibility to maintain the confidentiality of your password, if one is established. You are entirely responsible for any and all activities that occur under your account, and agree to notify us immediately of any unauthorized use of your account.

Charges for Premium Service

Lotus Bakersfield Corp. will provide notice of any charges, or extra charges, before you register for or enter a premium area. You are responsible for any charges for premium content incurred by your account. We are not liable for any loss that you may incur as a result of someone else using your password or account, whether with or without your knowledge.

In the event that you pay for a premium service by credit card, you authorize us to charge your credit card account by registering for the service and providing us with your credit card information. You warrant to us that the credit card information that you provide us is correct and is your account.

Limited to Personal and Non-Commercial Use

This premium service is for your personal and non-commercial use only. You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information, software, products obtained from this premium service without our prior written consent. You may inquire about obtaining written permission from us to display or reproduce material from this site by writing:

By mail:

Laura Lugo

ATTN: Websites Terms of Use

Lotus Bakersfield Corp.

5100 Commerce Dr.

Fresno, CA 93728

Via email: melanie@lotusbakerfield.com

Cancellation

You may cancel your membership in this premium service at any time by contacting us using the contact information provided on this premium service. In the event that you have paid a fee to register on this site, we will return the unused portion of your membership fee on a 52-week pro-rated basis within ninety (90) days of your cancellation of your membership.

We reserve the right to terminate your access to this premium service or any portion thereof at any time, without notice. Upon such termination, we shall return the unused pro-rata portion of your membership fee on a 52-week pro-rated basis to you within ninety (90) days of the termination of your access to this service.

Modification of these Terms of Use

Lotus Bakersfield Corp. may from time to time change the terms and conditions governing this premium service. It is important that you regularly review these terms and conditions to stay informed with regard to any changes in the terms and conditions governing your use of this premium service. Your continued use of this premium service constitutes your agreement to all such terms and conditions.

Submissions

Unless otherwise stated, we will not review or consider any unsolicited submissions to this premium service. All submissions to this premium service become our property. No submission will be subject to any reimbursement or other payment by us.

Service Contact

You may email your requests for customer service through the contact information provided on the home page of this premium service.

- See more at: <http://921kix.com/contact/privacy-policy#sthash.vsvANIHA.dpuf>