

---

# GLOBAL LOCATOR

---

FREE mobile App works with iOS 8.0  
and higher and Android 4.4 and higher.

## Privacy Policy

[TUMI.COM](http://TUMI.COM)

The TUMI logo is displayed in white text on a red rectangular background. The letters are in a bold, sans-serif font, with the 'T' and 'M' having a distinctive horizontal bar across their top.

## **TUMI GLOBAL LOCATOR PRIVACY POLICY**

Policy Effective: July 5th, 2017.

Last Updated: July 5th, 2017.

TUMI, Inc. recognizes that privacy is important and is committed to protecting your personal information.

We have developed this Global Locator Privacy Policy (the “**Global Locator Privacy Policy**” or “**Policy**”) to inform you how TUMI, Inc., its partners, and/or its affiliates (“**TUMI**” or “**we**” or “**us**”) will collect, process, store and/or use information, including personal data, you submit, or we collect from you, through the TUMI Global Locator Mobile Application (“**Locator App**”) and the Global Locator Device (the “**Device**”) (the “**Information**”).

Information submitted to, or collected by, TUMI, other than through the Locator App or Device, will be collected, processed, and/or used in accordance with TUMI’s general privacy policy, available at <http://www.tumi.com/na/s/privacyPolicy/>, or in accordance with the applicable privacy policy for a specific application or device.

This Policy is governed by United States law. Please read it carefully. By using the Device or Locator App, you are accepting the practices described in this Policy and accept its terms. You also give your express permission for us to collect, process, store, and use Information in accordance with this Policy.

TUMI reserves the right to modify or amend this Policy at any time, but should it be necessary to do so, will notify you of any material changes to this Policy prior to such changes becoming effective. We may notify you of these changes by email, by notice through the Locator App, or by other acceptable means. All amended terms will automatically take effect 30 days after we provide such notice, or on a date that we specify in the notice. Each version of the Policy is identified at the top of the page by its effective date. Your continued use of the Locator App and/or Device after changes have been posted constitutes your acceptance of the Policy as amended. If you do not agree to the changes, please uninstall the Locator App from your mobile device, and turn off or return the Device in accordance with the Device’s End User License Agreement (“EULA”), which is available at <http://bit.ly/2tJlCHP>.

### **INFORMATION SUBMITTED BY YOU**

**Information That You Provide To Us.** There are a number of circumstances, such as when creating an account and using the Locator App, during which you may need to provide us with Information, which includes the following data: name, email address, phone number, billing address, gender, and other persistent identifiers that can be used to personally identify you. You will have the option also uploading a photograph of yourself and/or a photograph of the specific piece of luggage you seek to use with the Device. If you choose to interact with social networking sites, you may also need to provide us with social networking site credentials and log-in information. The Information referenced in this paragraph that is provided by you is referred to as “**Provided Information.**”

**Responsibility for Information Provided.** You are responsible for the content of the Provided Information and you must ensure it is legal, honest, truthful, accurate and not misleading in any way. You must ensure that the Provided Information provided by you does not contain material that is obscene, blasphemous, defamatory, infringing on any rights of any third party (including, without limitation, rights of confidentiality), or is otherwise legally actionable by such third party.

**No Obligation.** Use of the Locator App and Device is entirely voluntary. Submission of Provided Information does not establish any obligation not listed in this Policy.

### **INFORMATION AUTOMATICALLY COLLECTED**

There are circumstances in which we automatically receive and/or collect Information from you through the Device and/or Locator App.

**Cookies.** Neither the Locator App nor the Device use cookies. Further, marketing partners or affiliates do not use cookies through the Locator App or Device.

**Geo-Location For Locator App and Device.** In order to provide location-based services through the Locator App and Device, we must collect real-time geo-location information or other location-based information about you, the Device, and the mobile device in which the Locator App is installed (your “Mobile Device”). This information is necessary for the basic operation of the Locator App and Device. You may activate and deactivate tracking modes from the Locator App. If you do so, basic features will not be available.

NOTE THAT WHEN TURNED ON, AND IRRESPECTIVE OF THE INSTALLATION OF THE LOCATOR APP ON YOUR MOBILE DEVICE, OR YOUR DEACTIVATION OF THE TRACKING FEATURE ON THE LOCATOR APP, THE DEVICE IS CONSTANTLY COLLECTING AND TRANSMITTING GEO-LOCATION DATA TO US, including Device International Mobile Station Equipment Identity / Integrated Circuit Card Identifier (“IMEI/ICCD”) numbers; Bluetooth mac address; and the Wi-Fi available around the Device.

YOU EXPRESSLY AGREE BY TURNING ON AND USING THE DEVICE THAT YOU AUTHORIZE US TO COLLECT, TRANSMIT, STORE, AND USE GEO-LOCATION DATA TO RECEIVE THE BENEFITS OF THE DEVICE. You may, at any time, turn off your Device, which will cease all location tracking and transmission. If you turn off your Device, you will not be able to receive the benefit of the Device.

**Specific Information Regarding the Locator App.** When you download, install, or use the Locator App, we may use automatic means to collect information about your mobile device and/or about your use of the Locator App, including your bluetooth mac address. In addition, if you choose to receive “push” notifications through the Locator App, we will collect the unique device identifier for your mobile device in which the Locator App is installed. You may activate and deactivate “push” notifications through the Locator App.

We will also assign you a unique username and password. To allow you to remain logged in to the Locator App and improve your experience with the Locator App and Device, your username and password will be collected, processed, used, and/or stored automatically whenever you use with the Locator App.

**Social Networking Sites.** You shall have the ability to sign into the Locator App using a social networking account, such as Facebook, or use your social networking accounts to share information from the Locator App. The social networking site may provide us with certain information about you, including but not limited to your email address. Please see the privacy policy for the applicable social networking site to learn more about how these social networking sites share your personal information.

If you choose to log in to the Locator App through using a social networking account, your social networking credentials are collected, processed, used, and/or stored automatically whenever you use with the Locator App.

## **DO NOT TRACK SIGNALS**

The Sites do not alter their practices when it receives Do-Not-Track (“DNT”) signals. At this time, we do not track user personal information over time and across third-party websites.

Neither the Locator App nor the Device use cookies. Further, marketing partners or affiliates do not use cookies through the Locator App or Device, and do not conduct online tracking of consumers or visitors while you are on the Locator App or Device.

To find out more about DNT, you may wish to visit the following third party website [www.allaboutdnt.com](http://www.allaboutdnt.com).

## **PURPOSES OF INFORMATION COLLECTION, PROCESSING, AND/OR USE**

We use your Information across our company to provide you with a superior customer experience and, as necessary, to administer our business. For example, we use your Information in the following ways:

- Provide you with functionality of the Locator App and/or Device;
- Provide you with products, services, and information across the TUMI company, including product recommendations;
- Administer and manage our business;
- Provide customer service;
- Conduct research and perform analysis to measure, maintain, protect, develop, and improve our products and services;
- Administer sweepstakes, contests, promotions, or surveys, and provide appropriate notifications;
- Communicate with you about special offers, events, or new products or services or features that may be of interest to you;
- Customize and enhance TUMI marketing and advertising; and
- Make communications necessary to notify you regarding security, privacy, and administrative issues.

## **INFORMATION SHARING**

To the extent necessary, we may share Information as follows or as otherwise described in this Policy:

- With suppliers, partners and/or affiliates who provide product or service offerings or technologies in connection with the Locator App and Device, including network service providers. When Information is shared with these partners and affiliates, the shared Information may be subject to a different privacy policy;
- With vendors, consultants and other service providers who need access to such information to carry out work on our behalf relating to the Locator App and Device, including without limitation: website operation/hosting or information technology consulting services; website management; data analysis; fraud protection; product customization; customer service, marketing and promotions; data cleansing (if applicable); legal services; and other administrative and back-up and security services. These third parties do not have the right to use Information we provide them in any way that is not authorized by us;
- In response to a request for information if disclosure is required in accordance with any applicable law, regulation or legal process, or is otherwise required or permitted by any applicable law, rule or regulation;
- To comply with any legal obligation;
- To protect the rights, property or safety of TUMI and others;
- In connection with any merger, restructuring, reorganization, sale of company assets, financing, or acquisition of all or a portion of our business to another company, Information may be provided to the entities and advisors involved subject to a confidentiality agreement, and we will provide notice to you at your email address on file before Information is finally transferred and becomes subject to a different privacy policy. Such a transaction may involve us (i) retaining the right to continue to use transferred Information in addition to the right of the transferee to use such Information, and (ii) engaging in additional transfers of Information (including new Information) with the transferee from time to time following such a transaction.
- With others with your consent or at your direction, including if we notify you that the information you provide will be shared in a particular manner and you provide such information.

## **INFORMATION STORAGE**

The Locator App and Device are intended for use within the United States, and are not intended to be used in any other territory. With the exception of last known coordinates that are stored locally on the Device in case of technical error, all Information is stored on databases and/or servers that are based in the United States. These databases and/or servers may be owned and/or operated through partners and/or service vendors.

## **NOT INTENDED FOR INTERNATIONAL USE**

The Locator App and Device may function on a roaming basis in some countries. If you use the Locator App or Device from outside the United States, you explicitly accept that your information may be transferred to, stored, and processed in the United States where laws regarding processing of personal information may differ than the laws of other

countries. You are responsible for compliance with the laws of the jurisdiction in which you choose to use the Locator App and/or Device.

You agree not to use the Locator App or Device in any way that is in violation of the law of any country or jurisdiction. You further agree not to use the Locator App or Device from a territory that is embargoed by the United States or from which it is illegal to receive products or services from the United States. You further agree to ensure that the Service is not accessed or used by persons on the United States Table of Denial Orders, the Entity List, or the List of Specially Designated Nationals.

## **SECURITY**

TUMI takes reasonable and appropriate security measures, including physical, technical, procedural, organizational, and legal steps to secure Information. In addition, we use industry-standard technology in the storage and transmission of Information. For example, access to databases are restricted to technical users with authorized credentials and unique access encrypted key. In addition, your social networking site log-in credentials are encrypted pursuant to the policies of the applicable social networking site.

Unfortunately, the transmission of information via the internet is not completely secure. Although we will do our best to protect Information, we cannot guarantee the security of Information transmitted through the Locator App or Device.

Where you have been given, or have chosen, a password which enables you to access and use the Locator App, you are responsible for keeping this password confidential. We ask you not to share a password with anyone.

## **RETENTION OF INFORMATION**

We retain Information as long as your account is active or as needed to provide you with services. We will retain and use your information as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements.

We may delete your Information at any time, without any reason, in accordance with United States law. You should retain your own copy of any Provided Information.

## **ACCESSING YOUR INFORMATION**

You may access and update your Provided Information at any time through the Locator App.

In addition, you may modify certain permissions through the Locator App, including disabling “push” notifications, geo-location tracking, and bluetooth, although disabling these permissions may cause certain features of the Locator App and/or Device to be not available.

You also have the right to request a copy of personal information that we hold about you to have any inaccuracies rectified. Please note that, as permitted by law, we may charge a nominal fee for information requests and may require you to prove your identity. Following a request, we will use reasonable efforts to supply, correct, or delete personal information about you in our files. Please address written requests and questions about this to TUMI, Inc., US Corporate Headquarters, 1001 Durham Avenue, South Plainfield, New Jersey 07080, UNITED STATES. We will respond to all access requests within thirty (30) days.

## **YOUR CALIFORNIA PRIVACY RIGHTS**

Under California Civil Code Section 1798.83, you have the right to ask us not to use disclose your personal information to third parties for the third parties’ direct marketing purposes (that is, “opt-out”). If you wish to opt-out of sharing your personal information with third parties for direct marketing purposes, please send an email to [service@tumi.com](mailto:service@tumi.com) with “Opt-Out” in the subject line. California residents may request further information about our approach to this law by writing to us at the address listed below and requesting further information.

## **CHILDREN’S INFORMATION**

The Locator App and Device are marketed for, and directed to, purchase by adults or with the consent of adults. Individuals under the age of 18 are not permitted to use the Locator App or Device without the supervision of a parent or legal guardian.

We do not knowingly collect or solicit Information from anyone who we know to be under the age of 13, or knowingly allow such persons to purchase the Device or register through the Locator App. Should we learn that someone under the age of 13 has provided Information through the Locator App, we will remove that Information as soon as possible.

If you are under the age of 13, you should use the Locator App only with the involvement of a parent or guardian and should not submit any Provided Information to us at all. To the extent possible, any Information from anyone who we know to be under the age of 13 will be destroyed.

If you are under the age of 18, you may request and obtain removal of certain content or information posted through the Locator App by sending an email to [service@tumi.com](mailto:service@tumi.com) with “Privacy Rights for Minors” in the subject line. Please be advised that our removal of information does not ensure complete or comprehensive removal of the content or information you have provided through the Locator App.

## **TERMS OF USE**

Any dispute between you and us regarding the privacy of your personal information is subject to this Policy and the Device EULA, including limitation on damages, resolution of disputes, and application of applicable law.

## **CONTACT**

Questions and requests related to this Policy may be directed to the postal address listed below, at the following email address: [service@tumi.com](mailto:service@tumi.com). We will respond to such requests in accordance with applicable law.

### **Mailing Address:**

TUMI, Inc.  
US Corporate Headquarters  
1001 Durham Avenue  
South Plainfield, New Jersey 07080  
UNITED STATES