

## **Privacy and Terms**

Welcome to the Enola Holmes Experience (“Experience”)! This Privacy and Terms document (“Terms”) explains our privacy practices and terms for this Experience.

You must be at least thirteen (13) years of age to interact with this Experience. The Experience, its contents, and its services (the “Experience”) are for entertainment purposes only. This Experience is brought to you by Netflix, Inc. (for residents of the United States) and Netflix International B.V. (for all other individuals). For questions about our privacy practices, this Experience, or these Terms, please contact us by email at [experience@netflix.com](mailto:experience@netflix.com). Please include the name of the Experience if you contact us.

### *Collection and Use of Information*

Some experiences on the Experience permit or require you to register for an account. We and our Service Providers will use the information and content you provide through registration to administer those Experiences.

This Experience may permit you to sign up to receive our email newsletter. You can unsubscribe from such emails at any time by clicking on the “unsubscribe” link in the footer, or by following such other instructions as may be provided to unsubscribe.

When you interact with us, certain information might be collected automatically. Examples of information include: the type of computer operating system, device and software characteristics (such as type and configuration), referral URLs, IP address (which may tell us your general location), statistics on page views or interactions with activities, and browser and standard web server log information. This information is collected using technologies such as cookies, pixel tags, and web beacons. We use this information for the support of internal operations, such as to conduct research and analysis to address the performance of our Experience, and to generate aggregated or de-identified reporting for our use.

This Experience might use cookies to support the performance of our site and to remember choices you have made, such as preferred language. You can modify your browser settings to control whether your computer or other device accepts or declines cookies. If you choose to decline cookies you may not be able to use certain interactive features of this Experience or certain of its Experiences. You can delete cookies from your browser; however, that means that any settings or preferences managed by those cookies will also be deleted and you may need to recreate them. Depending on your mobile device, you may not be able to control tracking technologies through settings. The emails we send might include a web beacon or similar technology that lets us know if you received or opened the email and whether you clicked on any of the links in the email.

This Experience might use Google Analytics, a web analytics service offered by Google. Google Analytics assists us in gathering analytics and statistical data in connection with the Experience. On our behalf Google processes this information to analyze the usage of the Experience, create reports on the

Experience activities, and provide other services related to Experience and internet usage for us. If you have any questions or concerns with regard to Google Analytics' privacy practices, you can review their privacy policy at <https://policies.google.com/privacy?hl=en>.

The Experience might give you the option to share information by email, social or other sharing applications, using the clients and applications on your smart device. Social plugins (including those offered by Facebook, Twitter, Instagram, and Pinterest) allow you to share information on those platforms. Social plugins and social applications are operated by the social network themselves and are subject to their terms of use and privacy policies.

### *Disclosure of Information*

We may disclose your information for certain purposes and to third parties, as described below:

- The Netflix family of companies: We might share your information among the Netflix family of companies (<https://help.netflix.com/support/2101>) as needed for data processing and storage, providing customer support, content development, and for other purposes described in the Use of Information Section of this document.
- We might use other companies, agents or contractors ("Service Providers") to perform services on our behalf or to help us to provide this Experience to you. For example, we may use Service Providers to provide infrastructure and IT services (like hosting the Experience). We do not authorize Service Providers to use information except in connection with providing their services, subject to the following safety issues. We and our Service Providers may disclose and otherwise use information where we or they reasonably believe such disclosure is needed to (a) satisfy any applicable law, regulation, legal process, or governmental request, (b) enforce these Terms, including investigation of potential violations thereof, (c) detect, prevent, or otherwise address illegal or suspected illegal activities, security or technical issues, or (d) protect against harm to the rights, property or safety of Netflix, our content partners, users or the public, as required or permitted by law.

We use reasonable administrative, logical, physical and managerial measures to safeguard your information against loss, theft and unauthorized access, use and modification. We may retain information as required or permitted by applicable laws and regulations, including to fulfill the purposes described in these Terms.

If, in the course of sharing information, we transfer personal information to countries outside of the European Economic Area and other regions with comprehensive data protection laws, we will ensure that the information is transferred in accordance with these Terms and as permitted by the applicable laws on data protection.

### *User Generated Content*

The Experience might allow you to communicate, upload, or otherwise make available text, images, audio, video, or other content ("User Generated Content" or "UGC"), which might be accessible and/or viewable by the public. In submitting UCC, you:

1. warrant that you hold any and all rights in the UGC or, where applicable, obtained third party consent for the use of the UGC and are entitled to submit the UGC to the Experience;
2. indemnify Netflix against any and all claims from third parties that the UGC infringes any third party rights;
3. represent that the UGC is in compliance with applicable laws and regulations and in particular not be obscene, defamatory, discriminatory, threatening, pornographic, libelous, harassing, hateful, racially or ethnically offensive or capable of encouraging conduct that would be considered a criminal offense;
4. grant Netflix a worldwide, non-exclusive, sub-licensable, royalty-free, irrevocable license in respect of all copyright and other intellectual property rights in and to your UGC to modify, adapt, publish, copy, display, repost, communicate to the public, or otherwise deal with such UGC as Netflix sees fit;
5. agree to waive any and all of your portrait rights (to the extent allowed under the applicable law) and have asked any third parties of whom portraits have been used (if any) for their consent to use portraits/pictures in the UGC; and
6. agree to execute all such assignments or other documents and take such actions as may be reasonably required by Netflix to give effect to the licensed and assignments contained in this paragraph.

#### *Your Information and Rights*

You can request access to your personal information or correct or update out-of-date or inaccurate personal information we hold about you. You can object to processing of your personal information, ask us to restrict processing of your personal information, or request portability of your personal information. If we have collected and processed your personal information with your consent, you can withdraw your consent at any time. Withdrawing your consent will not affect the lawfulness of any processing we conducted prior to your withdrawal, nor will it affect processing of your personal information conducted in reliance on lawful processing grounds other than consent.

To make requests, or if you have any other question regarding our privacy practices, please contact our Data Protection Officer/Privacy Office at [experience@netflix.com](mailto:experience@netflix.com). We respond to all requests we receive from individuals wishing to exercise their data protection rights in accordance with applicable data protection laws.

For residents of the EEA: You have the right to complain to a data protection authority about our collection and use of your personal information. Our main establishment within the European Union is in the Netherlands.

#### *Intended use of the Experience*

This Experience and any related content or activities are for your personal and non-commercial use only. During your use of the Experience, we grant you a limited, non-exclusive, non-transferable, license to access the Experience content and activities. Except for the foregoing limited license, no right, title or

interest shall be transferred to you. You agree not to use the Experience for public performances. You are responsible for all Internet access charges.

You agree not to archive, download (other than through caching necessary for personal use), reproduce, distribute, modify, display, perform, publish, license, create derivative works from, offer for sale, or use content and information contained on or obtained from or through the Experience without express written permission from Netflix and its licensors. You also agree not to: circumvent, remove, alter, deactivate, degrade or thwart any of the content protections in the Experience; use any robot, spider, scraper or other automated means to access the Experience; decompile, reverse engineer or disassemble any software or other products or processes accessible through the Experience; insert any code or product or manipulate the content of the Experience in any way; or, use any data mining, data gathering or extraction method. In addition, you agree not to upload, post, email or otherwise send or transmit any material designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment associated with the Experience, including any software viruses or any other computer code, files or programs.

**THE FOLLOWING PARAGRAPH DOES NOT APPLY IN THE EEA:** NEITHER NETFLIX NOR ITS AFFILIATED ENTITIES, NOR ANY OF ITS AGENCIES, NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE EXPERIENCE, IS LIABLE FOR ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR PUNITIVE DAMAGES OR LOSSES ARISING OUT OF OR IN CONNECTION WITH YOUR ACCESS TO, OR USE OF, THE EXPERIENCE, EVEN IF ADVISED IN ADVANCE OF SUCH DAMAGES OR LOSSES, TO THE EXTENT PERMITTED BY APPLICABLE LAW.

Netflix may suspend or terminate your account if you fail to comply with these Terms.

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By using, visiting, browsing, or uploading any UGC to the Experience, you accept and agree to these Terms. If you do not accept these Terms and/or any updates to these Terms, please do not use this Experience.