

Terms of Use and Privacy Statement

Welcome to the [Netflix Theatrical Films Experience] (“Website”)! This Terms of Use and Privacy Statement document (“Terms”) explains our Terms of Use and Privacy Statement for this Website.

You must be at least 16 years of age to interact with this Website. The Website, its contents, and its services (the “Website”) are for entertainment purposes only. This Website is brought to you by the following Netflix entity or entities:

Country/Region of Residence	Entity <i>For more information, please visit http://netflix.com/corporateinfo.</i>
United Kingdom*	Netflix Services UK Limited
EMEA countries (excluding France, Italy, Germany, Spain and the UK)	Netflix International B.V. (acting as the controller)

*Please note that this Website will be brought to you by your local entity and Netflix International B.V. operating as joint controllers. Each entity will be jointly responsible for protecting your personal information, which will be processed in accordance with these Terms.

For questions about this Website, please contact us by email at experience@netflix.com. For questions about our privacy practices or these Terms, please contact us by email at privacy-site@netflix.com. **Please include the name of the Website if you contact us.**

Collection and Use of Information

In order to provide you with the Website and operate our business, we and/or our Website Providers may collect certain information and/or content from you, including the following:

- **Identifiers** (such as identifiers from the devices you use to connect, characteristics about the networks you use when you connect to our Website)
- **Internet or other electronic network activity information** (such as your interactions with the Website)
- **Geolocation data** (such as IP address)

We and our Website Providers will use the information and content you provide to administer this Website.

This Website may permit you to sign up to receive marketing emails. You can unsubscribe from such emails at any time by clicking on the “unsubscribe” link in the footer of the email, 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 Website, and to generate aggregated or de-identified reporting for our use.

This Website might use cookies to support the performance of our site, to remember choices you have made, (such as preferred language), to administer and operate our business, to research, analyze and improve our services, to send marketing messages (for example, to deliver and tailor our marketing, and to understand interactions with our emails, marketing, and marketing on third party services), for safety, security and fraud prevention, and to comply with law and enforce these Terms. You can control which cookies are set on your computer or other device by choosing to accept or decline cookies using the cookie tool or other privacy preference center available within the Website. Please note that any 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 Website 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 Website. On our behalf Google processes this information to analyze the usage of the Website, create reports on the Website activities, and provide other services related to Website 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>.

If you interact with the Website on the Facebook platform, the Website might collect your public Facebook profile information, which includes your first and last name and your profile picture. The Website might also collect other information from the Facebook platform; if so you will be prompted about what specific information will be collected when you connect to the Website for the first time.

The Website 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 which are available on their website.

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.

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 (<http://netflix.com/corporateinfo>) as needed for data processing and storage, providing customer support, content development, and for other purposes described in the Collection and Use of Information Section of this document.
- We might use other companies, agents or contractors ("Website Providers") to perform services on our behalf or to help us to provide this Website to you and to administer and operate our business. For example, we may use Website Providers to provide communications, marketing, security, and infrastructure and IT services (like hosting the Website). We do not authorize Website Providers to use information except in connection with providing their services, subject to the following safety issues. We and our Website 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.

If, in the course of sharing information, we transfer personal information to countries outside your region, we will take steps to ensure that the information is transferred in accordance with these Terms and in accordance with the applicable laws on data protection. Where transfers are to regions outside of the EEA/UK, we enter into appropriate contracts which include the European Commission's standard contractual clauses (available [here](#)) which include the UK's Addendum (where applicable and available [here](#)). Alternatively, we will rely on the applicable European Commission's adequacy decision (copies of adequacy decisions available [here](#)). Where required transfer impact assessments have been concluded to help ensure we have appropriate safeguards in place to protect transferred information.

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, request portability of your personal information, or request deletion of your personal information. Please note that not all of these rights are absolute; some are subject to exceptions under applicable privacy laws. 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.

You can assert these rights only where we receive a verified request from you. To make requests, or if you have any other question regarding our privacy practices, please contact our Data Protection Officer/Privacy Office at privacy-site@netflix.com. **Please include the name of**

the Website if you contact us. We respond to all requests we receive from individuals wishing to exercise their data protection rights in accordance with applicable data protection laws.

You have the right to complain to a data protection authority about our collection and use of your personal information.

User Generated Content

The Website 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 UGC, 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 Website;
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.

Name and Likeness

By interacting with this Website, RSVP’ing and/or attending a Netflix event (the “Event”), you grant the Netflix entity that provides you with this Website, its affiliates and respective successors and assigns and anyone authorized by any of them (collectively, “Netflix”), the irrevocable, perpetual, worldwide, non-exclusive right to record, depict, and/or portray you and use, and grant to others the right, but not the obligation, to record, depict, and/or portray you and use, your actual or simulated likeness, name, photograph, voice, actions, etc. in connection with the development, production, distribution, exploitation, advertising, promotion and publicity of the Event and/or this Website, in all media, now known and later devised, and all languages, formats, versions, and forms related to such Website without compensation to you or any other individual, unless prohibited by law.

Intended use of the Website

This Website and any related content or activities are for your personal and non-commercial use only. During your use of the Website, we grant you a limited, non-exclusive, non-transferable, license to access the Website 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 Website 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 Website 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 Website; use any robot, spider, scraper or other automated means to access the Website; decompile, reverse engineer or disassemble any software or other products or processes accessible through the Website; insert any code or product or manipulate the content of the Website 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 Website, including any software viruses or any other computer code, files or programs.

UNLESS YOU ARE BASED 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 Netflix account or access to this Website if you fail to comply with these Terms.

The Website, including all content provided on the Website, is protected by copyright, trade secret or other intellectual property laws and treaties. Netflix is a registered trademark of Netflix, Inc. If you believe your work has been reproduced or distributed in a way that constitutes a copyright infringement or are aware of any infringing material available through the Website, please notify us by completing the Copyright Infringement Claims form (www.netflix.com/copyrights).

The Website may contain links to other websites owned and operated by third parties ("Third Party Website(s)"). These links are provided to you as a convenience only and visiting any Third Party Website is at your own risk. Netflix is not responsible for the content on such Third Party Websites and makes no representations or warranties with respect thereto. Your access and use of any such Third Party Websites is subject to their terms of use and privacy policies.

By using, visiting, browsing, or uploading any UGC to the Website, 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 Website.

Legal bases

Our legal basis for collecting and using the personal information described in these Terms will depend on the personal information concerned and the specific context in which we collect and use it. We will normally collect personal information from you where we need the personal information to perform a contract with you (for example, in order to provide our service), where the processing is in our legitimate interests and not overridden by your data protection interests or fundamental rights and freedoms (for example, to support internal operations, such as to conduct research and analysis to address the performance of our Website, to generate aggregated or de-identified reporting for our use, and to support the performance of our site and to remember choices you have made, or for safety, security and fraud prevention), or where we have your consent to do so (for example, collecting your consent to send marketing messages). In some cases, we may also have a legal obligation to collect personal information from you or may otherwise need the personal information to protect your vital interests or those of another person (for example, to confirm your identity), or to comply with law and enforce these Terms. For questions about our legal bases, please contact our Data Protection Officer/Privacy Office by email at privacy-site@netflix.com.

Data Retention

We keep your personal information for no longer than is necessary for the purposes we collected it for, including to comply with any legal, accounting, or reporting requirements. In order to determine the retention period, we consider the amount, nature, and sensitivity of the information, the potential risk of harm from unauthorized use or sharing of your personal information, the purposes for which we use your personal information, whether we can achieve those purposes in other ways, and the applicable legal requirements. Specifically, we retain your personal information in order to honor your choices, for our billing or records purposes, and to fulfill the purposes described in these Terms. We take reasonable measures to destroy or de-identify personal information in a secure manner when it is no longer required.

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