

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 Netflix, Inc. 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.**

To see our California Consumer Privacy Act (CCPA) Privacy Notice, including “Notice at Collection” details, please scroll down to the “Supplemental Privacy Disclosures for US Residents” section.

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 exercise choice regarding cookies by modifying your browser settings to control whether your computer or other device accepts or declines cookies or by accessing other settings we may make available on the Website. If you choose to decline cookies you may not be able to use certain interactive features or parts of this Website. 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 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.

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 (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.

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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 access to this Website (Netflix, Inc. or Netflix International B.V.), 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.

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, or 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.

Supplemental Privacy Disclosures for US Residents

These disclosures apply to consumers who reside in states that have adopted consumer privacy laws that are in effect (collectively "US State Privacy Laws") and supplements these Terms, to the extent applicable. Because of differences in certain state laws, this supplement is broken into two sections, California (CCPA) Specific Notices, applicable to California residents only, and a California (CCPA) and other State Specific Sections, that may apply to residents of one or more states with consumer privacy laws requiring such information.

California Consumer Privacy Act (CCPA) Specific Privacy Notice

Notice at Collection

At or before the time of collection, the California Consumer Privacy Act ("CCPA") requires that we provide a notice of our practices, including the categories of personal information collected and the purpose for which such information is collected or used (as stated in the Collection and Use of Information section), whether such information is "sold or shared" (in the Categories of CCPA Personal Information Sold or Shared section), and the criteria used to determine how long such information is retained (in the Data Retention section). We have provided these details throughout this section of these Terms.

Personal Information We Collect

We collect information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household ("CCPA personal information"). We have collected categories of CCPA personal information noted in the Collection and Use of Information section of these Terms within the last twelve (12) months.

Use of CCPA personal information

We use categories of CCPA personal information listed above for the purposes noted in the Collection and Use of Information section of these Terms.

Categories of CCPA personal information disclosed for a business purpose

We disclose the categories of CCPA personal information noted in the Collection and Use of Information section of these Terms for business purposes. Specifically, we disclose these categories of information for business purposes to the following categories of third parties: Website Providers, the Netflix family of companies, an entity engaged in a business transfer, law enforcement, courts, governments and regulatory agencies.

Sources of CCPA personal information

We explain our sources of information in the Collection of and Use Information section of our Terms.

Sensitive CCPA personal information

We do not collect any information that may be considered sensitive personal information as defined by the CCPA.

CCPA Do Not Sell or Share My Personal Information

We may engage in certain marketing activities (such as behavioral advertisements promoting the Website through use of cookies) using identifiers, which may be considered “selling” or “sharing” for purposes of CCPA. We do not knowingly sell, share or use the personal information of minors under 16 years of age.

Your California Privacy Rights.

In addition to the rights stated under the Your Information and Rights section of these Terms, California residents have certain rights with respect to your personal information.

- **Right to Know/Access.** You have the right to request that we disclose: the categories and specific pieces of personal information we have collected about you; the categories of sources from which personal information are collected; our business or commercial purpose for collecting, using, disclosing, selling or sharing personal information; the categories of third parties to whom we disclose, sell, or share personal information; and the categories of personal information we have disclosed, sold, or shared about you for a business or commercial purpose. You also have a right to confirm whether we process your personal information, and to access and receive a copy of the specific personal information we have collected about you.
- **California Do Not Sell or Share My Personal Information.** We may engage in certain marketing activities that may be considered “selling” or “sharing” for purposes of CCPA. If you do not wish for us to sell or share your CCPA personal information, you can learn how to make applicable choices by clicking the “Do Not Sell or Share My

Personal Information” link located in the footer of the Website. We do not knowingly sell, share or use the personal information of minors under 16 years of age.

- **Right to Limit the Use of Sensitive Personal Information.** As described above, we do not collect any information that may be considered Sensitive Personal Information as defined by the CCPA.
- **Authorized Agents.** You have the right to exercise the rights described in this section using an authorized agent acting on your behalf. They can submit a request on your behalf to privacy-site@netflix.com along with a statement, certifying as may be required, that the agent is authorized to act on your behalf. In order to verify the request, we may ask you to verify your identity and your authorization of the agent to make requests on your behalf.
- **Right to Non Discrimination.** You have a right not to be subject to discriminatory treatment for exercising any of your rights described under this section. We will not discriminate against you based on your exercise of any of your rights.

For information on how to exercise your rights, please see the Your Information and Rights section of these Terms.

Personal Information Rights under US State Privacy Laws

This section applies to residents of US States outside of California that have adopted US State Privacy Laws.

Sale and Use of Personal Information

We may engage in certain marketing activities that may be considered “selling,” or “targeted advertising” under US State Privacy Laws. If you do not wish for us to sell or use your personal information for targeted advertising purposes, you can learn how to make applicable choices by clicking the “Do Not Sell or Share My Personal Information” link.

Use of De-Identified Information

We may de-identify personal information in a secure manner when we determine it is appropriate as part of our business operations. We take reasonable measures to maintain and use the information in a de-identified manner. We do not make any attempts to re-identify such information, except as permitted under applicable law.

Other Personal Information Rights under Applicable US State Privacy Laws

In addition to the rights stated under the Your Information and Rights section of these Terms, and to the extent applicable under US State Privacy Laws, you may have the following rights in connection with your personal information:

- You have a right to opt-out of our “sale” or our use of personal information for “targeted advertising” purposes.
- If you are a consumer in a jurisdiction that recognizes the ability to use an authorized agent and wish to contact us through an authorized agent, the authorized agent can submit a request on your behalf at privacy-site@netflix.com along with a statement

signed by you certifying that the agent is authorized to act on your behalf. In order to verify the request and your identity, we may ask you to verify your identity.

- If you are in a jurisdiction that recognizes your ability to appeal a decision we have made in connection with your attempt to assert a right under applicable US State Privacy Laws, you may file an appeal of our decision refusing your request to exercise your rights under this Privacy Notice. Requests to change our policies or practices are not grounds for appeal. You may request an appeal of such a decision by contacting us at privacyappeals@netflix.com, please provide the state that you are writing from, accompanied with documentation you may have regarding the matter you are appealing. If your jurisdiction allows you to file a complaint with the state's Attorney General's Office regarding any concerns with the result of your appeal request, you may do so by using the following links as may be applicable to you. You may submit a complaint to the Attorney General's Office by selecting the appropriate link: Virginia (www.oag.state.va.us/consumer-protection/index.php/file-a-complaint), Colorado (coag.gov/file-complaint), and Connecticut (portal.ct.gov/AG/Common/Complaint-Form-Landing-page).

For information on how to exercise your rights, please see the Your Information and Rights section of these Terms.

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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