

Privacy and Terms

Welcome to the *Rising Phoenix* microsite (“Experience”)! This Privacy and Terms document (“Terms”) explains our privacy practices and terms for this Experience.

You must be at least 16 years of age to interact with this Experience. The Experience, its contents, and its services (the “Experiences”) are for entertainment purposes only. This Experience is brought to you by Netflix Entertainment, B.V. For questions about our privacy practices, this Experience, or these Terms, please contact us by email at amusementsEMEA@netflix.com. Please include the name of the Experience if you contact us.

Collection and Use of Information

This Experience does not require registration.

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 may 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 may 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.

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

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