

## **Terms of Use and Privacy Statement**

Welcome to the Netflix Stranger Things 4 Upside Down Under (“Event”) registration site! This Terms of Use and Privacy Statement document (“Terms”) explains our Terms of Use and Privacy Statement for the Event site (including its contents and services) (“Event Site”). This Event Site is brought to you by Netflix Australia Pty Limited.

You must be at least 18 years of age to interact with this Event Site. Individuals under this age should only access and/or utilise the Event Site with the involvement of a parent or legal guardian. The Event Site is for entertainment purposes only.

For questions about our privacy practices, this Event Site, or these Terms, please contact us by email at [experience@netflix.com](mailto:experience@netflix.com). **Please include the name of the Event Site (The Upside Down Under Event) if you contact us.**

### *Collection and Use of Information*

In order to provide you with the Event Site, we and/or our Third Party Providers (defined below) may collect certain information and/or content from you, including the following:

- Identifiers (such as name, e-mail address, postal address, postal code, telephone number, IP address, payment information, identifiers from the devices you use to connect, characteristics about the networks you use when you connect to our Event Site)
- Internet or other electronic network activity information (such as your interactions with the Event Site)
- Geolocation data (such as IP address or GPS coordinates)
- Audio, electronic, visual, thermal, olfactory or similar information (such as photos, audio, or videos)

We and our Third Party Providers will use the information and content you provide to distribute tickets to the Event and administer the Event Site.

This Event Site 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 Event Site, and to generate aggregated or de-identified reporting for our use.

This Event Site 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 Event Site or certain of its Event Sites. 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 Event Site 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 Event Site. On our behalf Google processes this information to analyze the usage of the Event Site, create reports on the Event Site activities, and provide other services related to Event Site 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 Event Site on the Facebook platform, the Event Site might collect your public Facebook profile information, which includes your first and last name and your profile picture. The Event Site 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 Event Site for the first time.

The Event Site 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.

We use reasonable administrative, logical, physical and managerial measures to safeguard your information against loss, theft and unauthorised 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 Use of Information Section of this document.
- We might use other companies, agents or contractors ("Third Party Providers") to perform services on our behalf or to help us to provide this Event Site to you. For example, we may use Third Party Providers to help organise and issue tickets for the Event and/or to provide infrastructure and IT services (like hosting the Event Site). We do not authorise Third Party Providers to use information except in connection with providing their services, subject to the following safety issues. We and our Third Party 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, 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.

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

### *Name and Likeness*

By interacting with this Event Site, you grant the Netflix entity that provides you with this Event Site, 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 this Event Site, in all media, now known and later devised, and all languages, formats, versions, and forms related to such Event Site without compensation to you or any other individual, unless prohibited by law.

### *Intended use of the Event Site*

This Event Site and any related content or activities are for your personal and non-commercial use only. During your use of the Event Site, we grant you a limited, non-exclusive, non-transferable, license to access the Event Site 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 Event Site 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 Event Site 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 Event Site; use any robot, spider, scraper or other automated means to access the Event Site; decompile, reverse engineer or disassemble any software or other products or processes accessible through the Event Site; insert any code or product or manipulate the content of the Event Site 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 Event Site, 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 Event Site, 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 Event Site, 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 Event Site if you fail to comply with these Terms.

The Event Site, including all content provided on the Event Site, 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 Event Site, please notify us by completing the Copyright Infringement Claims form ([www.netflix.com/copyrights](http://www.netflix.com/copyrights)).

The Event Site 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 and/or browsing the Event Site, 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 Event Site.