

## **PRIVACY POLICY**

From time to time the production may revise this Privacy Policy to reflect changes in the law, technology, our PII collection and use practices, the features of our web sites or industry initiatives. Those revisions will be reflected in this Privacy Policy and the effective date will be noted at the beginning of the Policy. Therefore, you should review it periodically so that you are up to date on our most current policies and practices. If the production materially changes its practices regarding collection or use of your PII, your PII will continue to be governed by the Policy under which it was collected unless you have been provided notice of and have not objected to the change.

### **1. COLLECTION - COLLECTION OF PERSONALLY IDENTIFIABLE INFORMATION ("PII") BY THE PRODUCTION:**

(a) General: The production collects personally identifiable information ("**PII**" -- that is, information such as your full name, email address, mailing address or telephone number) in order to create or enhance our relationship with you. When we collect PII from you it is because you are voluntarily submitting the information to us in order to participate in activities like sweepstakes, contests, games, surveys, forums, subscription registrations, in connection with content or suggestions you submit to us, chats or bulletin boards, or because you want us to furnish you with products, services or information. We may also obtain PII from reputable third parties. (b) Cookies: Cookies are small bits of information that the The production web sites place on the hard drive of your computer. Cookies remember information about your activities on our site(s) and enable The production to make your visits to our site(s) more enjoyable. For example, cookies can store your password for easy log-on to a site you have previously visited, can save your preferences for a personalized home page or can track the items you have placed in your "shopping cart" during a visit to our online store.

The production may use cookies and similar tools to relate your use of our web site(s) to PII obtained from you or a reputable third party. For example, if you've asked us to provide you information about our upcoming products or promotions, cookie and/or click stream data about your activities on The production's web site(s) may allow us to limit the materials we provide you to items we think you will find interesting, based on your prior online activities and preferences. However, if The production wishes to coordinate your personal and web site activity information in this manner, we will obtain your express affirmative consent.

You can program your computer to warn you each time a cookie is being sent or to refuse cookies completely. However, without cookies you won't have access to certain features on The production's web site(s), such as personalization of site content.

### **2. NOTICE - THE PRODUCTION WILL PROVIDE YOU WITH NOTICE ABOUT ITS PII COLLECTION PRACTICES:**

When you voluntarily provide PII to The production, we will make sure you are informed about who is collecting the information, how and why the information is being collected and the types of uses The production will make of the information.

At the time you provide your PII, The production will notify you of your options regarding our use of your PII, including whether we will share it with outside companies (See "Choice" below). This Policy describes the types of other companies that may want to send you information about their products and services and therefore want to share your personal information, provided you have given The production permission to do so (See "Use" below).

Sometimes we collect PII from consumers in manual format or off-line, such as a post card or subscription form. Providing detailed notice in those situations often proves impractical, so consumers will instead be provided with a short notice that describes how to obtain the full text of this Policy and other relevant information from us.

The production's web site(s) may be linked to Internet sites operated by other companies. The production is not responsible for the privacy practices of web sites operated by third parties that are linked to our site(s) or for the privacy practices of a third party. Once you've left a The production site via such a link, you should check the applicable privacy policy of the third-party site to determine how they will handle any PII they collect from you.

The production's web site(s) may also be linked to sites operated by companies affiliated with The production.

### **3. CHOICE - THE PRODUCTION WILL PROVIDE YOU WITH CHOICES ABOUT THE USE OF YOUR PII:**

The production will not use the PII you provide to us for purposes different from the purpose for which it was submitted, or share your PII with third parties that are not affiliated with the production unless we obtain your permission.

### **4. USE - THE PRODUCTION'S USE OF PII:**

The production will use your PII provided under this Policy in a manner that is consistent with this Policy. If the production obtains PII from a third party, such as a business partner, our use of this information is governed by this Policy.

The production may share your PII with companies that are affiliated with us. Provided you have given us permission, the production may also share your PII with advertisers and business partners that are not affiliated with The production, but would like to send you information about their products and services. However, you will always have the opportunity to instruct us not to share your information with third parties at the time of collection.

The production employees, agents and contractors must have a legitimate business reason to obtain access to your PII. The production may share your PII with outside contractors or agents who help us manage our information activities (i.e., sweepstakes administration, order fulfillment, statistical analyses), but they may only use PII to provide The production with a specific service and not for any other purpose.

There may be instances when the production may disclose PII without providing you with a choice in order to protect the legal rights of the production, their employees, agents and

contractors; to protect the safety and security of visitors to our web sites; to protect against fraud or for risk management purposes; or to comply with the law or legal process. In addition, if The production sells all or part of its business or makes a sale or transfer of assets or is otherwise involved in a merger or business transfer, The production may transfer your PII to a third party as part of that transaction.

## **5. SECURITY - THE PRODUCTION PROTECTS THE SECURITY OF PII:**

The production uses reasonable administrative, technical, personnel and physical measures to safeguard PII in its possession against loss, theft and unauthorized use, disclosure or modification. In addition, The production uses reasonable methods to make sure that PII is accurate, up-to-date and appropriately complete. Passwords and other sensitive information stored by The production are encrypted both in transit and when stored within The production's online databases.

## **CHILDREN'S PRIVACY POLICY**

### **1. KIDS AND INTERNET SAFETY:**

We at the production understand that the Internet presents an opportunity for us to reach the public in new and exciting ways with information about our programming, fun games, exciting sweepstakes and contests, email, chat rooms, bulletin boards and other forms of interactivity. The production also recognizes the privacy concerns of parents, and the importance of protecting the privacy of the information collected from children. Parents of children who visit this Site can be confident that any personal information that may be provided to this Site will be collected and maintained in accordance with the Children's Online Privacy Protection Act ("**COPPA**"). The production encourages parents to supervise their children's activities online and to participate with their children's online activities whenever possible. However, we understand that parents may not always be able to supervise their children's activities on the Internet. That's why The production has developed a Site that parents can feel is safe for their children and kids will find informative, educational and fun! Because there's always room for improvement, The production welcomes any suggestions on how to make the Site a better, safer place to visit.

### **2. COLLECTION AND USE OF PERSONALLY IDENTIFIABLE INFORMATION ("PII") FROM CHILDREN UNDER 13:**

The production may use different types of PII submitted to this Site by children under 13 in a variety of ways, which are described below. In each instance, we comply with the parental consent requirements of COPPA.

#### **(a) Use of a Child's Information by The production:**

**(i) We may collect a child's email address in connection with a contest, sweepstakes or game for the sole purpose of communicating with the child on a one-time-only basis (i.e., to contact a sweepstakes winner). This information will not be used to re-contact the child, and will be deleted from our records when the contest or game is over. Parental consent is obtained before we send the winner a prize.**

(ii) We may collect a child's email address in order to respond more than once to a child's specific request. For example, the child may want to subscribe to an online newsletter or receive other online communications from the production. In these instances the production will also obtain a parent's email address along with the child's. Before any further contact with the child, The production will send an email to the parent (A) notifying him or her we have collected the child's email address in order to respond more than once to the child's request for a subscription, information, etc.; (B) informing the parent that he or she can refuse us permission to contact the child, and how to do so; and (C) informing the parent that if he or she does not respond to the email within one (1) week, The production may use the child's information for the purpose for which it was submitted. Under no circumstances will the child be allowed to participate without giving a parent's email address.

(iii) We may collect a child's PII (including name, email address, mailing address and phone number) for such activities as chats, forums, surveys, games, bulletin boards, requests for suggestions, subscription registrations, content submissions, requests for products or services, or requests for additional information. In these instances we will initially collect only the child's name and online contact information and the email address of the child's parent. Before using this information for any purpose, we will send the parent an email that (A) informs the parent that we wish to collect and use the child's PII and need the parent's consent to do so, and (B) provides the parent with a link to access this Privacy Policy, which describes our information collection and use policies as required by COPPA. The production will ask the parent to provide consent by return email. Upon receipt of the email consent, we will send the parent a confirming email. The production will only use the child's PII for internal purposes and will not share it with any third party.

(iv) We may collect a child's name and email address to the extent reasonably necessary to protect the security of this Site, to protect against liability or as required or permitted by law. Information collected for these reasons will not be used for any other purpose.

**(b) Sharing Children's Personal Information with Third Parties: Parents must affirmatively consent to the disclosure of their child's PII to any third party, including affiliated companies that are not part of the production. Parents may consent to The production's collection and use of a child's PII without consenting to the disclosure of the information to third parties.**

### **3. LINKS/CO-BRANDED SITES:**

This Site may link directly to sites operated by the production's advertisers, business partners and affiliated companies. Those sites, which are not controlled by the production, may collect PII from your child. Parents should therefore check the relevant site's privacy policy to understand how it collects and uses children's PII. The production will not receive any personal information obtained by another site from a child under the age of 13 unless that site follows the requirements of COPPA.

### **TERMS & CONDITIONS:**

Please read these terms of use carefully before using this site. If you do not agree with any of the below Terms of Use, please do not use this site. This site is governed by a Privacy Policy which can be found herein. Some sections of the site may have additional privacy practices which are described in detail at those specific locations. We review our Privacy Policies periodically and reserves the right to make revisions at any time. We encourage parents and children to review the Privacy Policies often for changes. Participant's continued use of the site after a change has been to the policies of the site implies Participant's assent to those changes.

COPYRIGHTS, TRADEMARKS, & RESTRICTIONS TM and ©. ALL RIGHTS RESERVED. ALL MATERIALS CONTAINED IN THIS SITE, INCLUDING, BUT NOT LIMITED TO, IMAGES, ILLUSTRATIONS, AUDIO CLIPS, AND VIDEO CLIPS INCLUDING BUT NOT LIMITED TO TRAILERS, TV SPOTS AND ANY AND ALL AUDIO VISUAL MATERIALS (COLLECTIVELY "THE MATERIAL") ARE PROTECTED BY COPYRIGHT AND TRADEMARK AND SHALL NOT BE USED FOR ANY PURPOSE WHATSOEVER OTHER THAN PRIVATE, NON-COMMERCIAL VIEWING PURPOSES. REPRODUCTION, DUPLICATION, DISTRIBUTION, DERIVATIVE WORKS, POSTING, AND OTHER UNAUTHORIZED COPYING OR USE OF THE MATERIAL CONTAINED HEREIN IS EXPRESSLY PROHIBITED.

#### **COPYRIGHT INFRINGEMENT:**

If you believe that any material contained in this Site infringes your copyright, you should notify us of your copyright infringement claim.

To be effective, the notification must be in writing and contain the following information (DMCA, 17 U.S.C. §512(c)(3)):

1. Physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
2. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the service provider to locate the material;
4. Information reasonably sufficient to permit the service provider to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted;
5. A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law;
6. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

#### **USER'S AGREEMENT AND RULES OF CONDUCT FOR THIS SITE:**

Use and participation in this Internet site is contingent upon Participant's acceptance of the following terms and rules. By using this web site, Participant accepts these terms. For purposes of this agreement, "Participant" refers to you.

1. **1. RULES OF CONDUCT:**

(a) Participant shall not post or transmit any defamatory, threatening, obscene, harmful, pornographic or other material which would violate or infringe in any way upon the rights of others, or which would give rise to criminal or civil liability and/or violate federal or local law or regulation.

(b) Participant shall not upload, post or otherwise make available on the site any material protected by copyright, trademark or other proprietary right without the express permission of the owner of such copyright, trademark or other proprietary right.

2. **2. SUBMISSIONS POLICY:**

Notwithstanding the above, Participant hereby waives any and all rights to any stories, ideas, drawings, opinions, and any other creative "materials" posted to this site. Participant authorizes us to utilize, in any manner it sees fit and for eternity, the materials posted on the site, which shall become our property. Participant releases the production and affiliates from any and all claims or liability (now known or hereafter arising) in connection therewith, and agrees to indemnify us in connection therewith pursuant to the terms of Paragraph 3 below. Participant agrees and acknowledges that participation in the site shall not give rise to any confidential, fiduciary, implied-in-fact, implied-in-law, contractual, or other special relationship between the production and Participant (other than the contractual relationship between us and Participant entered into by virtue of Participant's agreement to these Rules of Conduct.)

3. **3. RIGHTS OF THE PRODUCTION / DISCLAIMER OF LIABILITY:**

(a) The production is a distributor only (and not a publisher) of Chat Room and Bulletin Board content which is supplied by Participant. The production shall not be responsible for policing, monitoring, or editing such content, exercises no more editorial control over such content than would a public library, bookstore, newsstand, or other distributor of content, and accordingly, shall not be responsible for exercising editorial control over such content. Notwithstanding the foregoing, the production shall have the right, but not the obligation, to monitor such content in order to respond to or comment upon communications by Participants and in order to determine compliance with the foregoing Rules of Conduct. The production shall have the right and sole discretion to edit, to refuse to post or to remove any content whatsoever which it finds to be in violation of the provisions hereof or which it finds in its sole discretion to be otherwise objectionable for any reason.

The opinions expressed in the chat rooms and bulletin boards are not necessarily (and in some cases not at all) those of the production. The production is not responsible for any materials provided by users which are deemed harmful or offensive to others. The production is not responsible in any way for any injury, loss or damage which occurs as a result of an opinion expressed or information provided in these sections of the site.

(b) The production makes no warranties, express or implied, as to the content in the site or the accuracy or reliability of any information or statements contained therein. All statements, advice and opinions made by Participants in Chat Rooms and Bulletin Boards are those of such Participants only, and the production neither endorses nor shall be held responsible for the reliability or accuracy of same.

(c) The production is not responsible for the content or practices of third party Web sites that may be linked to a production site. This site may also be linked to Web sites operated by companies affiliated with the production. Visitors to those sites should refer to each site's separate privacy policies and practices.

4. **4. PARTICIPANT'S INDEMNIFICATION / OBLIGATIONS:**

Participant agrees to defend, indemnify and hold harmless the production, its parent, subsidiary and affiliated companies and their respective directors, officers, employees and agents from and against all claims, losses, costs and expenses (including attorneys fees) arising out of Participant's use of the production's sites, or arising out of any violation of these Rules of Conduct by Participant including, without limitation, any communication by Participant which is claimed to be defamatory, obscene or otherwise unlawful, which is claimed to violate the copyright, trademark, proprietary or other rights of third parties, or which constitutes a submission of materials.

5. **5. TERMINATION:**

The production shall have the right to immediately terminate any Participant's use of the site if the production determines in its sole discretion that Participant has violated the Rules of Conduct set forth herein or otherwise breached this agreement, or has engaged in conduct which the production determines in its sole discretion to be unacceptable.

6. **6. MISCELLANEOUS:**

This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous written or oral agreements between the parties with respect to the subject matter hereof. This Agreement shall be construed in accordance with the laws of the State of California, and parties consent to the jurisdiction of the courts in the Central District of California, County of Los Angeles, without regard to its conflict of laws rules.

The site contains neither expressed no implied warranties for use. The production does not warrant that the site will be without viruses or defects, and the production is not responsible for any repair or maintenance visitor's system may require as a result of using the site.