

Privacy Policy and Your California Privacy Rights

Last Modified: February 29, 2016

This is the official privacy policy (“Privacy Policy”) describing our privacy practices for the specific Internet website, application or other interactive service (collectively, the “Site,” “we,” “us” or “our”) that includes an authorized link to this Privacy Policy, offered by Viacom Inc. (“Viacom”) in connection with certain initiatives of Viacom.

1. When This Privacy Policy Applies.

This Privacy Policy applies whether you are accessing the Site via a personal computer, a mobile device or any other technology or devices now known or hereafter developed or discovered (each, a “Device”) and whether you are accessing the Site as a registered user (if offered by the Site) or other user of the Site. This Privacy Policy governs only the Personal Information and Other Information (as those terms are defined below) collected by the Site and does not cover any such information collected in any other manner or by any other website offered by Viacom and/or any subsidiaries and affiliates of Viacom (collectively, “Affiliates”) or collected by any other company, unless specifically stated. We may, from time to time, combine Information (as that term is defined below) with other information we collect from other sources, such as information received from our third party advertisers, sponsors or promotional partners (“Advertisers”), our Affiliates or marketing companies and, if we do so, our use of the resulting combined Information will be subject to this Privacy Policy.

This Privacy Policy will remain in full force and effect, even if your use of or participation in the Site or any particular service, feature, function or promotional activity offered through the Site terminates, expires, ceases, is suspended or deactivated for any reason. If you do not agree with this Privacy Policy, please do not use or participate in the Site or any features, activities or services offered through the Site.

2. U.S. Governing Law; Safe Harbor.

The Site is designed and targeted to U.S. audiences and is governed by and operated in accordance with the laws of the U.S. We make no representation that this Site is operated in accordance with the laws or regulations of, or governed by, other nations. By using the Site or participating in our Site activities, you certify that you meet the age and other eligibility requirements for this Site as set forth in our [Terms of Use Agreement](#). If you do not meet such age and other eligibility requirements, please discontinue using the Site immediately as your continued use of the Site indicates that you are agreeing to the collection, use, disclosure, management and storage of your Information as described in this Privacy Policy.

If you are located in the European Economic Area (“EEA”) and Switzerland, for detailed information on our privacy policy and practices with respect to personal information transferred from the EEA and Switzerland, please see our description of our practices at

http://www.viacom.com/privacypolicy/Documents/VIACOM-610657-v1-Safe_Harbor_Policy.pdf and note that we may take additional measures to protect your personal data.

If you are located outside of the U.S., the EEA and Switzerland, you use this Site at your own risk and initiative and you, not us, are responsible for compliance with any applicable local and national laws. Please be aware that any Personal Information and Other Information you provide to us or we obtain as a result of your use of this Site will be collected in the U.S. and/or transferred to the U.S. and subject to U.S. law.

By using this Site, participating in any Site activities and/or providing us with your Personal Information and Other Information, you (a) consent to the transfer and/or processing of any Information to and in the U.S., (b) acknowledge that U.S. law may provide a lower standard of protection for personal data than the laws of your location and (c) understand that we will collect, transfer, store, process and/or deal with your Information in accordance with this Privacy Policy and U.S. law. Consequently, to the full extent permitted by law, you hereby waive any claims relating to the processing of your Personal Information or Other Information in accordance with this Privacy Policy that may arise under the laws and regulations that apply to you in or of any other country or jurisdiction.

3. Collection and Use of Personal Information and Other Information.

When we use the term “Personal Information” we mean information that would allow someone to identify you or contact you, such as your full name, postal address, e-mail address or telephone number. When we use the term “Other Information,” we mean any information other than Personal Information that may be collected about you (Personal Information and Other Information, together, the “Information”).

a. Information We Collect that You Provide Us.

To the extent we offer user registration on the Site, to register as a member of the Site, you may be required to select a user name and password (together, your “User ID”) and may be required to also provide other Information, such as your email address and date of birth. Additional Information may be requested during the registration process (but not required).

b. Information Collected Through Use of Cookies and Other Tracking Technologies.

“Cookies” (which may be html files, Flash files or other technology) are text files that help store user preferences and activity. “Web beacons” (also known as image tags, gif or web bugs) are small pieces of code used to collect advertising data, such as counting page views, promotion views or advertising responses. The Site and/or third parties may use “cookies”, “web beacons” and other similar tracking technologies (collectively, “Tracking Technologies”) to collect Other Information automatically as you browse the Site and the web.

We use Tracking Technologies to help understand Site and internet usage, improve or customize the content, offerings or advertisements on this Site, understand your interactions with email messages (such as the links clicked on and whether the messages were opened or forwarded), save your password in password-protected areas (if any), save your player settings, maintain and administer the Site and for other purposes described in the “Use of Information”, “Other Information Collected by Us” section below. These Tracking Technologies collect “click stream” data and additional Other Information regarding your visits to the Site (such as your visits to the Site’s webpages, use of our features, and preferences), may collect such Other Information across multiple sessions on this Site and other websites offered by Viacom and/or Affiliates and may also collect your IP address or some other identifier unique to the Device you use to access the Site (“Identifier”). An Identifier is automatically assigned to any Device you use to access the Site. Your Personal Information is not collected as part of this process but we may associate Other Information collected by Tracking Technologies with Personal Information.

By visiting the Site, whether as a registered user or otherwise, you acknowledge, understand and hereby agree that you are giving us your consent to track your activities and your use of the Site through these Tracking Technologies and that we may use Tracking Technologies in the emails we send to you.

This Site may additionally use a variety of traffic measurement service providers, marketing analytics service providers and other third parties (collectively, “Third Party Advertising Service Providers”) to, for example, serve advertisements on the Site and/or measure and analyze traffic on the Site (“Targeting Services”). These Third Party Advertising Service Providers may enable us to display advertisements based on your visits to the Site and other websites you have visited. Targeting Services enable us to, among other things, help deliver advertisements or other content to you for products and services that you might be interested in, to prevent you from seeing the same advertisements too many times and to conduct research regarding the usefulness of certain advertisements to you.

These Third Party Advertising Service Providers do not have access to Tracking Technologies set by the Site except to the extent necessary to provide services to the Site. The Third Party Advertising Service Providers, as well as Advertisers and other third parties, may themselves set and access their own Tracking Technologies on your Device if you choose to have Tracking Technologies enabled in your browser (or, for Flash cookies, if you have not removed them) and/or they may otherwise collect or have access to Information about you and your online activities over time and across different websites when you use the Site.

c. Use of Information.

As set forth in this Privacy Policy, we may share Information with our Affiliates.

i. Personal Information. We, and/or our Affiliates, use the Personal Information we collect from you in a variety of ways, including:

- Responding to your questions or other requests;

- To the extent the Site offers registration, processing your registration with the Site, such as verifying that your e-mail address is active and valid;
- Contacting you regarding the administration of your account (if any), any services, features or functions you have enrolled in or registered to use, or any transaction you have undertaken with the Site;
- Contacting you regarding your use of the Site, for informational purposes related to the Site or, in our discretion, regarding changes to the Site's policies;
- Improving the Site or our services and for internal business purposes;
- Tailoring your experience on the Site and/or otherwise customizing what you see when you visit the Site;
- To the extent the Site offers registration, saving your User ID or other Personal Information, so you don't have to re-enter it each time you visit the Site;
- Otherwise to maintain and administer the Site and
- For other purposes disclosed at the time you provide the Personal Information.

ii. Other Information Collected by Us. We, and/or our Affiliates, use the Other Information we collect from you in a variety of ways, including:

- Keeping count of your return visits to the Site or our Affiliates', Advertisers' or partners' sites;
- Accumulating and reporting aggregate, statistical information in connection with the Site and user activity;
- Determining which features, webpages, products and services users like best to, among other things, help us operate the Site, enhance and improve our services and the Site and display information;
- Preparing statistics reports;
- Improving the Site or our services and for internal business purposes;
- Tailoring your experience on the Site and/or otherwise customizing what you see when you visit the Site;
- Otherwise to maintain and administer the Site;
- For the uses described for "Personal Information" above and
- For other purposes disclosed at the time you provide the Other Information.

iii. Other Information Collected by Third Party Advertising Service Providers and Advertisers. The use of Tracking Technologies by Third Party Advertising Service Providers and Advertisers is within their control and not ours. Even if we have a relationship with the Third Party Advertising Service Provider or Advertiser, we do not control their websites or their policies and practices regarding your Information and you should be aware that different rules might apply to the collection, use or disclosure of your Information by third parties in connection with their advertisements or promotions and other sites you encounter on the Internet. This Privacy Policy does not cover any use of Information that a Third Party Advertising Service Provider or Advertiser may directly collect from you. Use of Third Party Advertising Service Providers' and Advertisers' Tracking Technologies is governed by the Third Party Advertising Service Providers' or Advertisers', as applicable, own specific privacy policies and not this Privacy Policy. However, please see the next Section ("Opting-Out of Certain Uses of Your Other Information") for more information on how to opt-out of the collection and/or use of Information collected by certain Third Party Advertising Service Providers.

4. Opting-Out of Certain Uses of Other Information.

a. **Tracking Technologies Set By Third Party Advertising Service Providers and Advertisers.** With respect to the Tracking Technologies set by Third Party Advertising Service Providers and Advertisers, you have a number of options:

- Third Party Advertising Service Providers and Advertisers may collect Other Information about you when you visit this Site to help identify products and services that may interest you and deliver advertising tailored to your interests.
- You can opt-out of the use of Other Information for these advertising purposes by two such Third Party Advertising Service Providers, Adobe AudienceManager (formerly known as Demdex) and DoubleClick/Google, by using those Third Party Advertising Service Providers' opt-out tools. You can access Adobe Audience Manager/Demdex's tool at <http://www.donottarget.com/> and DoubleClick's tool at <http://www.google.com/intl/en/privacy/ads/> or as described in the next bullet point.
- We also may from time to time permit other Third Party Advertising Service Providers and Advertisers to collect Other Information on the Site. Some of these Third Party Advertising Service Providers and Advertisers may participate in the [Network Advertising Initiative's Opt-Out Tool](#) and/or the [Self-Regulatory Program for Online Behavioral Advertising](#). Please click on the links to these tools to learn more about your choices.
- Please note the following with respect to opting out:
 - **The opt-out tools discussed above are “cookie based.”** This means that the tools rely on cookies to remember your choices with respect to the use of your information by the parties that offer you those choices. If you delete Tracking Technologies using the controls in your Web browser (a process described below) after opting out, you may have to opt out again to re-establish your opt-out preferences.
 - **Opt-outs are “browser-specific.”** The opt-out preferences that you choose will apply only to the Web browser that you used when you selected these preferences. This means, for example, that if you opt-out while using Internet Explorer 9, this choice will not affect the use of Other Information collected by Tracking Technologies when you use Mozilla Firefox on the same Device. It also means that opting-out on one Device will not affect the use of Other Information by Tracking Technologies on other Devices that you may use to access the Site.

- You also can prevent the use of certain Tracking Technologies (other than Flash cookies) on a particular Device by using the controls in your Web browser. To do so, you must:
 - Delete existing Tracking Technologies through the “Internet Options” sub-option of the “Tools” menu option of your browser or otherwise as directed by your browser’s support feature; and
 - Disable future Tracking Technologies through the same browser controls. Additional information on enabling or disabling most Tracking Technologies may be available through your browser’s support feature. (See the “help” section of your browser for more information.)

- You can choose to have the Device you use to access the Site warn you each time a cookie or most other Tracking Technologies is being set (other than Flash cookies), or you can choose to turn off such warnings. This is done through your browser on the Device you use to access the Site. Additional information on warnings and removal of warnings may be available through your browser’s support feature.

- Opting-out of, deleting, rejecting, disabling or turning off Third Party Advertising Service Providers’ Tracking Technologies does not mean that you will no longer receive online ads. Opting-out of, deleting, rejecting, disabling or turning off Third Party Advertising Service Providers’ Tracking Technologies only means that such ads will no longer be tailored to your specific viewing habits or interests, but you will continue to see ads on this Site.

- **PLEASE NOTE THAT THE USE AND STORAGE OF FLASH COOKIES TYPICALLY CANNOT BE CONTROLLED THROUGH YOUR BROWSER. PLEASE SEE BELOW FOR INFORMATION ON HOW TO MANAGE FLASH COOKIES.**

b. Tracking Technologies Set By the Site. With respect to the Tracking Technologies set by the Site, you have a number of options:

- You can prevent the use of certain Tracking Technologies (other than Flash cookies) by using the controls in your Web browser. To do so, you must:
 - Delete existing Tracking Technologies through the “Internet Options” sub-option of the “Tools” menu option of your browser or otherwise as directed by your browser’s support feature; and
 - Disable future Tracking Technologies through the same browser controls. Additional information on enabling or disabling most Tracking Technologies may be available through your browser’s support feature. (See the “help” section of your browser for more information.)

- You can choose to have the Device you use to access the Site warn you each time a cookie or most other Tracking Technologies is being set (other than Flash cookies), or you can choose to turn off such warnings. This is done through your browser on the Device you use to access the Site. Additional information on warnings and removal of warnings may be available through your browser's support feature.

This Site is committed to complying with the Self-Regulatory Principles for Online Behavioral Advertising. [Click here](#) for more information about this Site and online behavioral advertising.

Some Device manufacturers may preset their browsers to block Tracking Technologies from websites other than those you visit directly and, if so, certain services or advertisements may not work for such Devices. Further, if you delete, reject, disable or turn off Tracking Technologies, you may not have access to certain features of the Site and some of our other services may not function properly.

- c. **Flash Cookies.** Please note that deleting, rejecting, disabling or turning off Tracking Technologies set by Third Party Advertising Service Providers and Advertisers and set by this Site through the above options will not remove Flash cookies. For more information about Flash cookies and how to remove them from your computer, please visit <http://kb2.adobe.com/cps/526/52697ee8.html>.
- d. **Do-Not-Track Signals and Similar Mechanisms.** Some web browsers may transmit “do-not-track” signals to the websites with which the browser communicates. Because of differences in how web browsers incorporate and activate this feature, it is not always clear whether users intend for these signals to be transmitted, or whether they even are aware of them. There currently is disagreement, including among participants in the leading Internet standards-setting organization, concerning what, if anything, websites should do when they receive such signals.

We currently do not take action in response to these signals, but, if and when a final standard is established and accepted, we may reassess how to respond to these signals. Instead, as described above, please see the link to the Self-Regulatory Principles for Online Behavioral Advertising program that we follow that offers you choice regarding Information collected for online behavioral advertising purposes and the browser cookie controls and other mechanisms described in Sections 4(a), (b) and (c).

5. Sharing and Disclosure of Personal Information and Other Information.

a. Sharing and Disclosure of Personal Information. Generally, we do not sell, rent, lease or disclose your Personal Information to third parties, except if you consent to such disclosure or as described in this Privacy Policy.

i. Disclosure to Affiliates. We may disclose Personal Information to Affiliates.

ii. Disclosure to Operational Service Providers. We also have the right to disclose your Personal Information and Other Information to third parties for the purpose of administering and maintaining the Site's services, features, functions and operations. We will refer to these third parties as "operational service providers". We use operational service providers to efficiently provide the full range of content, activities, services, features and functions we bring you and we disclose your Information to operational service providers for the purpose of providing services to us.

iii. Disclosure to Certain Other Third Parties. In addition to the above, we will make your Personal Information and Other Information available to certain third parties in the following limited circumstances:

- When we are compelled to do so by a governmental agency, court or other entity (e.g., to respond to subpoenas, court orders or legal process) or if requested by a governmental agency or other authority as part of an investigation;
- If we believe your actions violate any law, rule, regulation and/or the [Terms of Use Agreement](#) including, without limitation, this Privacy Policy, Rules or Additional Terms;
- If you opt-in or otherwise agree to have your Personal Information shared with or otherwise disclosed to a third party for marketing purposes, in which case the third party's use of your Information is subject to the third party's own privacy policy;
- If, in our sole discretion, we believe such disclosure to be necessary or appropriate: to investigate or resolve possible problems or inquiries; to protect our business and assets or the rights, property or safety of the Site, the Affiliates, or any of its or their operational service providers, licensors, suppliers, Advertisers, customers, users, or any other party; to limit our legal liability; to defend our interests; to enforce this Privacy Policy or the [Terms of Use Agreement](#) and/or to comply with our legal and regulatory obligations or requests by law enforcement agencies or governmental authorities and/or
- In the event of a bankruptcy, merger, acquisition, sale, transfer of control, joint venture or other business combination involving us or our Affiliates.

b. Sharing and Disclosure of Other Information. We may share or otherwise disclose Other Information with third parties, but we do not disclose Personal Information to them except as described in this Privacy Policy.

6. Reviewing, Updating or Deleting Certain Information.

As of the effective date of this Privacy Policy, we are not collecting Personal Information (except your email address if you provide it to us through the Site) nor allowing registration. If this

functionality is enabled, this Privacy Policy will be updated to provide information regarding how you may review, update or delete certain Information collected by the Site.

If you have provided us with your email address through the Site and you would like us to change or delete your email address from our systems, please send an email to adproducts@viacom.com describing your request.

7. Protection of Information.

While no data transmission over the Internet is 100% secure from intrusion, we maintain commercially reasonable physical, electronic and procedural safeguards to protect your Information. However, regardless of our efforts and the Device you use to access the Site, it is possible that third parties may unlawfully intercept or access transmissions or private communications over an unsecured transmission. We also limit access to the Site by our own employees to those individuals who are authorized for the proper handling of such information and any employee found violating our standards of security and confidentiality will be subject to our disciplinary processes. We request that our operational service providers follow similar standards of security and confidentiality.

Phishing. Phishing attacks attempt to steal consumers' personal identity data and financial account credentials. "Phishers" use 'spoofed' e-mails to lead consumers to counterfeit websites designed to trick recipients into divulging Information such as credit card numbers, account usernames, passwords and social security numbers. **WE DO NOT SEND EMAILS ASKING YOU TO PROVIDE OR CONFIRM CREDIT CARD NUMBERS, SOCIAL SECURITY NUMBERS OR YOUR USERNAME OR PASSWORD!** If you receive such email communication, please forward it immediately to Viacom's Privacy Administrator at privacy@viacom.com and then immediately delete the fraudulent email from your computer.

8. Your California Privacy Rights.

If you are a resident of the State of California, we provide you with notice and choice over disclosure of your Personal Information to third parties (such as advertisers) for marketing purposes. Therefore, pursuant to the California Civil Code, the notice and choice we provide regarding disclosure of your Personal Information to third parties for marketing purposes (and this Section) satisfies our obligation to otherwise maintain or furnish users with a list of the names and addresses of third parties who receive Personal Information from us for marketing purposes.

If you are a California resident and have additional questions on our sharing of your Personal Information to third parties for marketing purposes, you may send us your questions by email to the Privacy Administrator at privacy@viacom.com. Please include your name, street address, city, state, zip code and email address (your street address is optional if you wish to receive a response via email), include the name and URL (if applicable) of the website, application or other interactive service, indicate your preference on how our response should be sent (email or postal mail) and include the description "Privacy Request" in the subject of the email. **We will**

not accept requests via postal mail, telephone or facsimile. We are not responsible for notices that are not labeled or sent properly, or may not be able to respond if you do not provide complete information.

All requests must be labeled “Your California Privacy Rights” on the email subject line.

For all requests, please clearly state that the request is related to “Your California Privacy Rights”, include your name, street address, city, state, zip code and email address (your street address is optional if you wish to receive a response to your request via email), include the name and URL (if applicable) of the website, application or other interactive service and indicate your preference on how our response to your request should be sent (email or postal mail). **We will not accept requests via postal mail, telephone or facsimile.** We are not responsible for notices that are not labeled or sent properly, or may not be able to respond if you do not provide complete information.

9. Changes to this Privacy Policy and Notice.

We reserve the right to revise this Privacy Policy at any time by posting an updated Privacy Policy without advance notice to you. Such revisions shall be effective immediately upon posting. Notice of material changes will be posted on the Site’s homepage and/or will be provided by e-mailing you or notifying you upon login about these changes; the form of such notice is at our discretion. However, we encourage you to check this Privacy Policy and [Terms of Use Agreement](#) often for updates.

10. Miscellaneous.

- a. Accuracy and Confidentiality.** It is your responsibility to give us current, complete, truthful and accurate information, including Personal Information, and to keep such information up to date. **We cannot and will not be responsible for any problems or liability that may arise if you do not give us accurate, truthful or complete information or Personal Information or you fail to update such information or Personal Information.** We will reject and delete any entry that we believe in good faith to be false, fraudulent or inconsistent with this Privacy Policy.

You are solely responsible for maintaining the strict confidentiality of your User ID (if any), and for any charges, costs, expenses, damages, liabilities and losses we incur or may suffer as a result of your failure to do so. You, and not Viacom, are solely responsible and liable for the activity, behavior, use and conduct on the Site under your User ID (whether used by you or any others who use your User ID), unless and until you notify us that your User ID may have been compromised, misappropriated or improperly taken or used by another party. We reserve the right to deny access, use and registration privileges to any user, including without limitation, a registered user, of any services, features or functions of the Site if we believe there is a question about the identity of the person trying to access the user’s account or any services, features or functions.

- b. Questions.** If you have questions about this Privacy Policy or if you do not understand any information about how we collect, maintain, use or share your Personal Information or Other Information, you may contact us directly by sending an email to privacy@viacom.com. For all requests, please include your name, street address, city, state, zip code and email address (your street address is optional if you wish to receive a response to your request via email), include the name and URL (if applicable) of the website, application or other interactive service, indicate your preference on how our response to your request should be sent (email or postal mail) and include the description “Privacy Request” in the subject of the email. **We will not accept requests via postal mail, telephone or facsimile.** We are not responsible for notices that are not labeled or sent properly, or may not be able to respond if you do not provide complete information.
- c. Sole Statement:** This document is the sole statement of the Site’s Privacy Policy and no summary, restatement or other version thereof, or other privacy statement or policy, in any form, including, but not limited to, machine-generated, is valid.
- d. Other:** Please review our [Terms of Use Agreement](#) which governs your use of the Site. Any terms that are not defined in this Privacy Policy shall have the meaning given in the [Terms of Use Agreement](#).

This Privacy Policy was last modified on the date indicated above and is effective immediately.

Copyright © 2016 Viacom Inc. - All Rights Reserved.