

## CONSENT NOTICE

Before taking the Kontrabida Quiz, please read the Terms of Use and Privacy Statement below. By clicking the agree button below and proceeding with the quiz, you acknowledge and agree to the Terms of Use and Privacy Statement.

## TERMS OF USE AND PRIVACY STATEMENT

Welcome to the **Kontrabida Quiz (“Experience”)**! This Terms of Use and Privacy Statement document (“Terms”) explains our Terms of Use and Privacy Statement for this Experience.

You must be at least 18 years of age to interact with this Experience. Individuals under this age may **NOT** access and/or utilize the Experience. The Experience, its contents, and its services are purely fictional, and for entertainment purposes only and may include strong and pointed language. This Experience is brought to you by **GIGIL ADVERTISING GROUP (“Experience Provider”)** on behalf of Netflix (together with its affiliates and respective successors and assigns, “Netflix”). For questions about our privacy practices, this Experience, or these Terms, please contact Experience Provider by email at [jake.yrastorza@gigil.com.ph](mailto:jake.yrastorza@gigil.com.ph). Please include the name of the Experience if you contact us.

### **Collection and Use of Information**

In order to provide you with the Experience, Experience Provider 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 Experience)
- Characteristics of protected classifications under local law (such as race, sex, marital status)
- Commercial information (such as products or services considered, obtained or purchased)
- Internet or other electronic network activity information (such as your interactions with the Experience)
- Geolocation data (such as IP address or GPS coordinates)
- Audio, electronic, visual, thermal, olfactory or similar information (such as photos, audio, or videos)

## NETFLIX

Experience Provider will use the information and content you provide to administer the Experience and/or for contact, marketing and promotional activities, including social media posts and Netflix-related content.

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.

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 Use of Information Section of this document.
- We might 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.

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.

## NETFLIX

### **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.

### **Name and Likeness**

By interacting with this Experience, you grant Experience Provider, Netflix and other parties authorized by Experience Provider or 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 Experience, in all media, now known and later devised, and all languages, formats, versions, and forms related to such Experience without compensation to you or any other individual, unless prohibited by law.

### **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

## NETFLIX

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.

NONE OF EXPERIENCE PROVIDER, NETFLIX OR THEIR AFFILIATED ENTITIES, NOR ANY OF THEIR AGENCIES, SERVICE PROVIDERS OR 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.

Experience Provider may suspend or terminate your access to this Experience if you fail to comply with these Terms.

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

The Experience 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. Neither Experience Provider nor Netflix is 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 the Experience, 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 Experience.

## NETFLIX