

BELIEVE THE FILM

PRIVACY POLICY

Last Revised November 7, 2016

PLEASE READ THIS PRIVACY POLICY AND OUR RELATED TERMS OF USE LOCATED AT [HTTP://WWW.BELIEVE.FILM/TERMS](http://www.believe.film/terms) CAREFULLY BEFORE USING THIS WEBSITE.

This privacy policy (this “Privacy Policy”) applies to this website online and all mobile websites and interactive applications (collectively, the “Site”) operated by Believe the Film, LLC (“Company”, “us” or “we”).

Protection of personal and sensitive information is of supreme importance. This Privacy Policy discloses what type of information we collect, the methods used to collect it, how we utilize the collected information to better serve all interested parties and the choices you have about the way your information is collected and used.

Your use of the Site indicates that you have read and unconditionally agree to our privacy practices, as outlined in this Privacy Policy, as well as our [Terms of Use](#) for the Site, which are incorporated herein by this reference.

Children

We recognize the importance of safeguarding the privacy of children and encourage parents to check and monitor their children’s use of online activities regularly. The Site supports and complies with the Children’s Online Privacy Protection Act (“COPPA”) and other applicable laws.

The Site is not targeting nor intended for children under the age of 13. If you are under the age of 13, please do not use the Site. If you are 13 years of age or older, but under the age of 18, you may use the Site only with the involvement and permission of your parent or legal guardian.

We do not purposely or knowingly collect personally identifiable information (“PII”) from children under the age of 13 without parental consent. If we discover that a person under the age of 13 has provided us with any PII, we will use commercially reasonable efforts to delete such person’s PII from our records. For purposes of this Privacy Policy, PII is personal information about an individual, such as a first and last name, phone number or email address or other individually identifiable information within the meaning of COPPA and the Federal Trade Commission’s Online Privacy Protection Rule found at 16 CFR 312.2.

By using the Site, you agree that all information you provide, including your age, will be truthful and correct.

Information We Collect

We strive to provide our users with information relevant to their particular desires, needs and/or interests. The information we gather helps us to better serve that purpose. We may ask you to provide us with demographic information, information regarding your interests or other PII.

We actively and passively gather, analyze and/or store PII and other information generally when it is voluntarily submitted by users when using or registering to use the Site and by tracking and analyzing online and mobile data and activity through mechanisms that identify Site usage, browser types, IP addresses and other data.

Protection of Certain Personally-Identifying Information

We disclose PII only to those of our employees, contractors and affiliated organizations that need to know that information in order to process it on our behalf. Some of our employees, contractors and affiliated organizations may be located outside of your home country. By using the Site, you consent to the transfer of such information to them.

We will not rent or sell PII to anyone. Other than to our employees, contractors and affiliated organizations as described above, Company discloses PII only in response to a subpoena, court order or other governmental request, or when Company believes in good faith that disclosure is reasonably necessary to protect the property or rights of Company, third parties or the public at large.

We take all measures reasonably necessary to protect against the unauthorized access, use, alteration or destruction of PII.

Email Communications

If you supply your email address to us, we may occasionally send you an email to tell you about new features, solicit your feedback, or just keep you up to date with what's going on with Company and the motion picture, Believe.

Use of IP Addresses

An IP address is a number that is assigned to your computer or network when you are linked to the Internet. When you request pages from the Site, our servers log your IP address. We may use IP address for a number of purposes, such as system administration, to report aggregate information to our business partners or to audit the use of the Site. We may associate your IP address with the PII you provide or that we collect.

Non-Personally Identifiable Information

When your computer or mobile device contacts our web servers (for example, when you visit this website, scan a Microsoft Tag or QR code, or view an HTML e-mail), our web servers automatically collect usage information. Such usage information includes information about how our users navigate the Site. It can include the number and frequency of users to each web page and the length of their stays, browser type, referrer data that identifies the web page visited prior and subsequent to visiting the Site, and IP addresses. We also may determine the applicable technology available in order to serve you the most appropriate version of a web page, e-mail, advertising or promotional announcement or similar service. This information is used to analyze and improve the Site and to provide you with a more fulfilling and relevant experience.

Cookies

The Site may enable the use of the Adobe Flash Player. Adobe's Flash Player is used by the vast majority of websites that offer video and other interactive content. By default, your use of the Adobe Flash Player generates "flash cookies" (also known as "persistent identification elements" or "local shared objects"). The Adobe Flash Player (and similar applications) use flash cookies to remember user settings, preferences and usage similar to the browser cookies referenced above, but flash cookies can store more information than browser cookies and are managed through a different interface than the one provided by your web browser. You can control the degree to which you accept flash cookies by accessing your Adobe Flash Player management tools directly through the settings manager for Adobe Flash, located at http://www.macromedia.com/support/documentation/en/flashplayer/help/settings_manager.html. If you do not allow flash cookies to take any disc space on your computer, you may not be able to take advantage of or participate in certain features on Site.

Although the Adobe Flash Player is used by the vast majority of websites that offer video content and/or games, it is not the only technology being used in the ever-shifting online and mobile content environment. HTML5 is an increasingly popular web standard used for presenting content, especially content delivered to mobile devices. HTML is the mark-up language used for the World Wide Web. Almost all web pages you visit on the internet are based around HTML code. HTML5 is the fifth and latest iteration of this mark-up language that allows for more interactive web pages. One of the main benefits of HTML5 is its potential to standardize the highly fragmented rich-media universe. Some HTML5 code may allow your response to advertising and other activities to be monitored across websites and such information to be stored on your computer or mobile device. Technology solutions that allow users to opt-out of or block this sort of tracking are being developed through browser add-ons and other tools.

Like many websites, the Site uses browser "cookies." Cookies are a website's way of remembering who you are. A cookie is a small text file that is stored on your computer's hard drive or stored temporarily in your computer's memory. There are two kinds of cookies: those that are "session" oriented and those that are "persistent." Session

cookies delete from your computer when you close your browser. Persistent cookies retain information for later use tomorrow, next week, next month, or whenever they are set to expire. We use cookies to help us to identify account holders and to optimize their experience on the Site. Also, we will use cookies to monitor and maintain information about your use of the Site. Most web browsers accept cookies automatically. You can delete cookies manually or set your browser to automatically delete cookies. If you decline to accept cookies, you may not be able to take advantage of or participate in certain features of the Site.

Web Beacons

Our web pages or e-mail messages may contain a small graphic image called a web beacon, which is sometimes also called a "clear gif", that allows us to monitor and collect certain limited information about our users, such as the type of browser requesting the web beacon, the IP address of the computer that the web beacon is sent to and the time the web beacon was viewed. Web beacons can be very small or invisible to the user, but, in general, any electronic image viewed as part of a web page or e-mail, including HTML based content, can act as a web beacon. We may use web beacons to count visitors to the Site or to monitor how our users navigate the Site, and we may include web beacons in e-mail messages in order to count how many of the messages we sent were actually opened or acted upon. We use web beacons to compile aggregate statistics about the Site and our marketing campaigns.

No website, internet transmission, computer system or wireless connection is completely secure. Company cannot guarantee that unauthorized access, hacking, data loss, or other breaches will never occur. Your use of the Site is at your own risk. We urge you to take steps to keep your information safe by memorizing your password or keeping it in a safe place (separate from your account information), logging out of your account, and closing your web browser. In order to help us protect your sensitive information and PII further, you should be careful about providing your password to others.

Sensitive Information

If you click on the link to purchase group tickets, you will be directed to a vendor with whom we have a relationship. That vendor's policies will apply and that vendor will be responsible for handling your concerns and any issues you have with an order you place. Their policies will govern the handling and storage of your sensitive information, such as your credit card information.

WE DISCLAIM ANY AND ALL RESPONSIBILITY FOR, OR LIABILITY TO ANY PERSON OR ENTITY ARISING OUT OF OR RELATED IN ANY WAY TO ANY THIRD PARTY VENDOR'S DECISIONS REGARDING SUCH MATTERS OR FOR ANY OTHER MATTERS RELATED TO A THIRD PARTY SITE.

Sharing Information

We may share your PII with third parties under the following circumstances:

Third parties providing services on our behalf: We may engage third parties to perform services in connection with the operation of our business. Examples of these services include: (a) payment processing and authorization, (b) fraud protection and credit risk reduction, (c) website evaluation, (d) data collection, storage, management, analysis and, where applicable, cleansing, and (e) any other services designed to assist us in providing value to our users. These third parties may have access to your, including PII, to the extent it is needed to perform their duties and functions.

We may disclose non-identifying, aggregated user statistics to third parties for a variety of purposes, including describing our services to prospective partners and other third parties. Examples of such non-personal information include the number of users who visited the Site during a specific time period.

We reserve the right to disclose, share and/or otherwise transfer user information, including without limitation PII, in connection with a corporate merger, acquisition, consolidation, the sale of a portion of our business or the sale of substantially all of Company's assets, or other fundamental corporate change, whatever form it may take. You will be notified via e-mail or prominent notice on our website prior to a change of ownership or control of your personal information, if your PII will be used contrary to this policy.

Third Party Website Links

The Site may contain links to, or advertisements about, third party websites. Other sites may also reference, advertise, or link to the Site. We do not endorse or sponsor third party websites, are not responsible for the privacy practices or the content of third party websites, expressly disclaim any statements or assertions made on such websites, and deny all liability associated with your use of, and the content on, such other websites and advertisements. Please be advised that the practices described in this Privacy Policy do not apply to information gathered through third party websites. We encourage you to be aware of when you leave the Site and to read the privacy policies of each and every website that you visit.

Consent to Processing in the United States

The Site is operated in the United States. By providing any information to Company, all users, including, without limitation, users in the member states of the European Union, Canada or elsewhere outside of the United States, fully understand and consent to this Privacy Policy. By using the Site, you consent and agree to the collection, transfer, storage and processing of your information to and in the United States.

Accessing and Updating Your Information

You can access, correct and update certain personal information that you have provided to us by emailing us at BelieveFilm16@gmail.com. Please be aware that we will process your request as quickly as we reasonably can, but it may not be possible to update our systems immediately. In addition, you should be aware that it is not always possible to completely remove or delete all of your information from our databases without some residual data because of backups and other reasons.

Unsubscribe

You will have an opportunity to unsubscribe from receiving promotional material from this website by clicking on an "unsubscribe" hyperlink contained in promotional emails we send you. Additionally, you may email us at BelieveFilm16@gmail.com. Because contact lists often are prepared well in advance of an offering (sometimes a few months before the offer is made), you may continue to receive some offers after you send us a request not to use your information for specified marketing purposes. Please be aware that we will process your request as quickly as we reasonably can, but it may not be possible to update our systems immediately. We appreciate your patience and understanding in giving us time to carry out your request.

Notice to California Residents/Your California Privacy Rights

California residents are entitled once a year to request and obtain certain information regarding our disclosure, if any, of PII to third parties for their direct marketing purposes during the immediately prior calendar year (e.g. requests made in 2017 will receive information about 2016 sharing activities). As set forth in this Privacy Policy, we comply with this law by offering our users the ability to tell us not to share your PII with third parties for their direct marketing purposes. To make such a request, consistently exercise your opt-out choice whenever you provide PII to us or send an e-mail to BelieveFilm16@gmail.com. You must include this website as the subject line, and your full name, e-mail address, and postal address in your message.

Revisions to this Privacy Policy

We reserve the right, in our sole discretion, to modify, update, add to, discontinue, remove or otherwise change any portion of this Privacy Policy, in whole or in part, at any time. When we amend this Privacy Policy, we will revise the "last updated" date located at the top of this Privacy Policy.

If you provide information to us or access or use the Site in any way after this Privacy Policy has been changed, you will be deemed to have unconditionally consented and agreed to such changes. The most current version of this Privacy Policy will be available on the Site and will supersede all previous versions of this Privacy Policy.

Mandatory Arbitration

By using the Site in any way, you unconditionally consent and agree that any claim,

dispute, or controversy (whether in contract, tort, or otherwise) you may have against the Released Parties arising out of, relating to, or connected in any way with the Site or the determination of the scope or applicability of this agreement to arbitrate, will be resolved exclusively by final and binding arbitration administered by JAMS and conducted before a sole arbitrator in accordance with the rules of JAMS.

You agree that our agreement to arbitrate is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act ("FAA"), 9 U.S.C. §§ 1-16. The arbitration will be held in Los Angeles, California. The arbitrator's decision shall be controlled by these Terms of Use, and shall be determined by applying California law consistent with the FAA and applicable statutes of limitations. The arbitrator will not have the power to award punitive damages against you or Company. In the event that the administrative fees and deposits that must be paid to initiate arbitration against Company exceed \$125, and you are unable (or not required under the rules of JAMS) to pay any fees and deposits that exceed this amount, we agree to pay them and/or forward them on your behalf, subject to ultimate allocation by the arbitrator. In addition, if you are able to demonstrate that the costs of arbitration will be prohibitive as compared to the cost of litigation, we will pay as much of your arbitration filing and hearing fees as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive.

If any part of this arbitration provision is deemed to be invalid, unenforceable or illegal, or otherwise conflicts with the rules of JAMS, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein.

For more information on JAMS and/or the rules of JAMS, visit their website at www.jamsadr.com.

Choice of Law

This Privacy Policy, including all revisions and amendments thereto, is governed by the internal laws of the State of California, without regard to its conflict or choice of law principles which would require application of the laws of another jurisdiction.

For any questions, suggestions, or concerns related to this Privacy Policy, please email BelieveFilm16@gmail.com. Alternatively, you may contact Company via regular mail at:

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Attn: Legal Counsel

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