

NETFLIX “THE GRAY MAN” PREMIERE EVENT
Terms & Conditions

NO PURCHASE NECESSARY TO ENTER. PARTICIPANTS AGREE TO ATTEND AN IN-PERSON Event AND CONSENT TO BEING FILMED.

Welcome to the Netflix The Gray Man Premiere (“**Event**”) registration microsite! This Terms & Conditions document (“**Terms**”) explains our terms of use and privacy statement for the Event and Event Microsite.

1. Registration & Access to the Event

In order to register yourself for the Event, starting Wednesday, 20 July 2022 at 8PM IST, you may access the Event Microsite (“**Event Microsite**”).

You must be at least fully vaccinated and above 18 years of age to register for the Event, where a valid ID proof will be checked at the entrance to the event prior to entry being granted. You will also be allowed to bring a plus one to the event, provided they are fully vaccinated and are above 18 years of age. The Event is for entertainment/promotional purposes only.

You will be notified through email and you will receive a call on the number you provide if you have successfully been shortlisted for the Event. Once you have been shortlisted for the Event, Uber codes will be provided for two-way transport to and from the event venue, Famous Studios (“**Event Premises**”). Entry to the Event is strictly on a first come first serve basis. You may or may not be able to interact with the talent. At all times, any interaction with talent at the Event Premises will be at Organizer’s discretion. Event access is non-transferable and no substitutions or cash redemptions will be offered. Organizer’s decision is final and no correspondence will be entered into.

2. Filming & Name/ Likeness

The Event will be filmed and may be transmitted via certain media, including on the internet by way of certain Netflix official owned channels such as YouTube, Facebook, Twitter. All Participants acknowledge and agree that their name, likeness, voice and/or performance (i) as used in their Audio Video Clip may be edited (to the extent required to brand & package the Audio Video Clip) and/or used by Organizer or its authorized agency in connection with the Event including any promotion thereof, (ii) may be recorded and used in connection with any footage for the Event. YouTube is in no way affiliated with Organizer or the Promotion, (iii) will be archived on the Organizer’s official Netflix India YouTube channel.

3. Participating in the Event.

If you have received a call and email from the Organizers, you may be eligible to access Event Premises on July 20th, 2022 to attend the “The Gray Man Premiere” (“**Participant**”) If you are a Participant you will have access to the Event to interact with fan engagement areas, get exclusive swag, and you might get a chance to be one of the first to view Netflix’s tent pole title “The Gray Man” (“**the Netflix Film**”), and/or any other experience organized by the Organizers to promote the Netflix Film. Organizer reserves the right to allow or deny any participant, in the event the Participant publishes anything lewd/obscene or in any manner or acts in any manner which is in violation of local law or disturbs the Event. Participants acknowledge and agree that participation in the Event does not guarantee any talent interaction, or access to the screening. Participants will be responsible for obtaining any and all approvals required for any absence from work, or other similar activities required to attend the Event. If you are a Participant to the Event, you: (a) further warrant that you will not carry out any activities during the Event that will be obscene, defamatory, discriminatory, threatening, libellous, harassing, hateful, racially or ethnically offensive or capable of encouraging of conduct that would be

considered a criminal offence; (b) agree to waive any and all of your likeness/portrait rights; (c) you will not be allowed to carry any bag(s) or bottles or or any other item(s) that are likely to disrupt the Event, including but not limited to weapons, knives, guns, fireworks, helmets, laser devices, bottles, musical instruments which may result in it being ejected with or without the owner from the venue; (d) as part of security procedures, frisking will remain the right of the management for access into the event, and (e) acknowledge and agree that if at any time Organizer believes your performance fails to comply with (a) to (e), Organizer may immediately terminate your participation in the Event. As part of this Promotion, you may also be eligible for certain exclusive 'swag' (for personal use only), however the distribution of Event 'swag' would be purely at the Organizer's discretion at all times.

4. Modification, Cancellation & Disqualification

Organizer reserves the right, in its sole discretion, to (i) cancel, terminate, modify, extend or suspend the Promotion (including the Event) should (in its sole discretion) any non-authorized human intervention, fraud or other causes beyond its control corrupt or affect the administration, security, fairness or proper conduct of the Promotion or if there is any change in applicable law or regulations (or the interpretation thereof by any court of law or other governing body) which makes the Promotion and/or Event impracticable or impossible, (ii) disqualify any individual it finds, in its sole discretion, to be tampering with the entry process or the legitimate operation of the Promotion (e.g. by cheating, hacking, deception, or other unfair playing practices or intending to annoy, abuse, threaten or harass any other entrants or Organizer representatives), or (iii) disqualify any Participant who does not comply with these Official Rules. Organizer is not responsible if Promotion cannot take place or if any participation cannot be awarded including, without limitation, due to technological problems, delays or interruptions due to acts of God, acts of war, natural disasters, weather or acts of terrorism.

CAUTION: ANY ATTEMPT BY AN PARTICIPANT TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, Organizer RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

5. Additional Terms & Conditions

Participation in the Promotion constitutes Participant's permission for Organizer to use, without compensation, remuneration or notification, his/her name, likeness, photograph, picture, voice, biographical information and/or any statements made by each Participant regarding the Promotion or Organizer for advertising and promotional purposes only without notice or additional compensation, except where prohibited by law. By participating, entrants and Participants agree to release and hold harmless (to the fullest extent permitted by law) Organizer, YouTube, Facebook, Twitter, Zoom and their respective advertising and promotion agencies and their respective parent companies, subsidiaries, affiliates, partners, representatives, agents, successors, assigns, employees, officers and directors (**collectively, "Released Entities"**), from any and all liability, for loss, harm, damage, injury, cost or expense whatsoever including without limitation, property damage, personal injury and/or death which may occur in connection with, preparation for, or participation in the Promotion, or in any Promotion-related activity (including the Event) and for any claims based on publicity rights, defamation or invasion of privacy and merchandise. In submitting an entry, you: (i) warrant that you hold any and all rights in the entry or, where applicable, obtained third party consent for the use of the entry and are entitled to submit the entry in order to participate in the Promotion; and (ii) represent that the entry complies with all applicable laws and regulations and in particular not be obscene, defamatory, discriminatory, threatening, pornographic, libellous, harassing, hateful, racially or ethnically

6. Health & Safety

For the safety of all our guests and prior entry to the Event, Participants must validate that they are fully vaccinated or show a negative RT PCR test certificate (if vaccination is not complete). Wearing masks will be mandatory at all times during the event including any other protocols/ guidelines/ temperature checks communicated by the Organizers at the Premises on the day of the Event.

7. Privacy

Organizer and/or its authorized agency will be collecting personal data about entrants online, in accordance with its privacy statement. Please review Organizer's privacy statement available at <https://help.netflix.com/legal/privacy>. By participating in the Promotion, entrants hereby agree to Organizer's collection and usage of their personal information and acknowledge that they have read and accepted Organizer's privacy statement. You can request access to your personal information or correct or update out-of-date or inaccurate personal information the Organizer holds about you. You can object to processing of your personal information, ask the Organizer to restrict processing of your personal information, or request portability of your personal information. If the Organizer has 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 Organizer conducted prior to your withdrawal, nor will it affect processing of your personal information conducted in reliance on lawful processing grounds other than consent. For questions about our privacy practices, this Event Registration Page, or these Terms, please contact us by email at experience@netflix.com. **Please include the name of the Event (i.e., "The Gray Man Premiere") if you contact us.** Organizer will respond to all requests received from individuals wishing to exercise their data protection rights in accordance with applicable data protection laws.

8. Limitation of Liability

NEITHER NETFLIX NOR ITS AFFILIATED ENTITIES, NOR ANY OF ITS AGENCIES, NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING THE EVENT, 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, EVEN IF ADVISED IN ADVANCE OF SUCH DAMAGES OR LOSSES, TO THE EXTENT PERMITTED BY APPLICABLE LAW.

9. Governing Law

THESE OFFICIAL RULES AND THE INTERPRETATION OF ITS TERMS SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH INDIAN LAW.

10. COVID-19 WAIVER OF CLAIMS

WHILE THE EVENT PRODUCER, EVENT PARTICIPANTS, PERFORMERS, AND TICKETING SERVICE PROVIDER ARE DOING OUR PART TO ENSURE THE HEALTH AND SAFETY OF EVERYONE IN THE SCREENING ROOM, AN INHERENT RISK OF EXPOSURE TO COVID-19 EXISTS IN ANY PLACE WHERE PEOPLE GATHER, SO WE CANNOT GUARANTEE THAT ALL EXPOSURE TO COVID-19 WILL BE ELIMINATED AS A RESULT OF THESE PROTOCOLS. COVID-19 IS A HIGHLY CONTAGIOUS DISEASE. BY VISITING OR ENTERING THE VENUE OF THE EVENT, YOU ASSUME ALL RISKS, HAZARDS, AND DANGERS INCIDENTAL TO THE EVENT . YOU VOLUNTARILY WAIVE ANY AND ALL CLAIMS AND POTENTIAL CLAIMS AGAINST EACH OF THE ORGANIZER, THE EVENT PRODUCER, EVENT PARTICIPANTS, AND PERFORMERS, AND EACH OF THEIR RESPECTIVE EMPLOYEES, AGENTS, AFFILIATES, OFFICERS, DIRECTORS, OWNERS, VENDORS AND CONTRACTORS, THAT ARISE FROM OR RELATE IN ANY WAY TO, HOWEVER CAUSED, THE RISK OF CONTRACTING OR THE ACTUAL OR ALLEGED CONTRACTING OF COVID-19, OR THAT ARISE FROM OR RELATE IN ANY WAY TO, HOWEVER CAUSED, THE RISK OF EXPOSURE OR ACTUAL OR ALLEGED EXPOSURE TO A BACTERIA, VIRUS OR OTHER PATHOGEN CAPABLE OF CAUSING COVID-19 OR ANY OTHER COMMUNICABLE DISEASE OR ILLNESS, IN EACH CASE WHETHER THE ACTUAL OR ALLEGED CIRCUMSTANCES GIVING RISE TO ANY CLAIM OCCUR BEFORE, DURING, OR AFTER THE EVENT.

11. Other Terms

- a. Organizer(s) may suspend or terminate your access to the Event Registration Page if you fail to comply with these Terms.
- b. The Event Registration Page, including all content provided on the Event Registration Page, 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 Page, please notify us by completing the Copyright Infringement Claims form (www.netflix.com/copyrights).

- c. The Event Page may contain links to other webPages owned and operated by third parties ("Third Party WebPage(s)"). These links are provided to you as a convenience only and visiting any Third Party WebPage is at your own risk. Netflix is not responsible for the content on such Third Party WebPages and makes no representations or warranties with respect thereto. Your access and use of any such Third Party WebPages is subject to their terms of use and privacy policies.
- d. By using, visiting and/or browsing the Event Page, 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 the Event Registration Page.