

TERMS OF USE

Last Update: October 13, 2023

You are being shown these terms of use (“Terms of Use”) because you are signing up to participate in Before The Premiere Screenings (“we”, “us” or “our”) market research test screenings. To manage your participation, you will be required to use our website (the “Website”). These terms of use will govern your participation and your use of the Website.

These Terms of Use constitute the entire and only agreement between us and you, and supersedes all prior or contemporaneous agreements, representations, warranties and understandings with respect to the Website, the content, free product samples or freebie offers or services provided by or listed on the Website, and the subject matter of these Terms of Use. These Terms of Use may be amended by us at any time and at any frequency without specific notice to you. The latest Terms of Use will be posted on the Website, and you should review these Terms of Use prior to using the Website.

Screenings

If your application to attend a screening (a “Screening”) for of yet-to-be released content (e.g., information, images, films or other content; collectively the “Content”) from major studios (“Studios”) is successful, you will receive an invitation and validation number for yourself and your pre-approved guest(s). Seating is not guaranteed and you may be turned away at the sole discretion of Before The Premiere Screenings staff (“we”, “us” or “our”). If turned away, we may offer you compensation (e.g., gift cards/vouchers/cinema tickets) at our discretion. You acknowledge that this is a private consumer research event, and by attending any Screenings, you warrant that you are not a member of the entertainment, media or market research industries. No one will be admitted who appears to be intoxicated, under the influence of drugs or alcohol or are improperly dressed. If you appear to be intoxicated, under the influence of drugs or improperly dressed, or are found to be creating a disturbance or interfering with the enjoyment of other audience members, you will be refused admittance to the Screening and/or immediately removed from the premises. We reserve the right to refuse entry to anyone at our sole discretion.

Mobile Phones and Recording Devices

Use of mobile phones will not be permitted in the auditorium. You and your guest(s) may not bring Recording Devices of any kind into the auditorium (“Recording Devices” refers to any type audio or video recording equipment, including but not limited to, mobile phones, tablets, laptops, go-pro’s, dictaphones, cameras, camcorders, or any electronic device with audio, picture or video recording capabilities). If you do bring a mobile phone or Recording Device into the auditorium, you will be required to turn off and place the mobile phone or Recording Device in a sealed bag for the duration of the Screening. The Screening will be monitored for unauthorised recording. If you attempt to use a mobile phone or Recording Device in any capacity during the Screening, you consent to your immediate removal from the cinema and forfeiture of the device. Unauthorised recording will be reported to law enforcement and may subject you to criminal and civil liability.

By attending a Screening, you and your guest(s) consent to a physical search of your belongings and person by security staff, and at some Screenings, you may be required to leave your phone and any Recording Device with security before entering the auditorium. As an audience member at this Screening you may also be part of an authorized recording of the event. This recording is for both security and research purposes. By your presence you give unqualified consent to the production, its agents and licensees to use the recording of your person and appearance and your reactions for its review in any manner in connection with the purpose of this recruited Screening. If you wish to avoid the possibility of being recorded and or filmed, please do not attend this Screening.

Confidentiality

While you will be asked to sign a confidentiality and non-disclosure agreement when you are physically present at the Screening, the following terms are a supplement and govern your obligations regarding

any information, materials and property related to us and the Studios (collectively, the “Disclosing Party”) and its activities that are confidential or proprietary (collectively the “Confidential Information”). You agree not to reveal, report, publish, disclose, transfer, copy or otherwise use any Confidential Information except as expressly permitted by the Disclosing Party. It is understood and agreed that any unauthorized use of a Disclosing Party’s Confidential Information or any breach of these Terms of Use will cause irreparable harm and injury to the Disclosing Party for which money damages would not be a sufficient remedy and that such Disclosing Party is entitled to seek injunctive relief as a remedy for any such breach. Such remedy shall not be deemed to be the exclusive remedy for the breach of the confidentiality provisions of these Terms of Use but shall be in addition to all other remedies available. Your obligations under this Section shall survive the termination or expiration of these Terms of Use.

Indemnification

You agree to defend, indemnify and hold harmless us and our officers, directors, shareholders, members, employees, agents, successors and assigns (collectively, the “Indemnified Parties”) from and against any and all claims, suits or proceedings (collectively “Claims”) and any related judgments, or settlements, and any related costs, damages, penalties, fines, liabilities and expenses (including reasonable attorney fees) (collectively, “Damages”) resulting or arising from (i) your breach of these Terms of Use, including any breach of any of your representations or warranties provided herein; (ii) any negligence or willful misconduct of, or misrepresentation by you; or (iii) death or bodily injury, or the damage, loss or destruction of real or tangible personal property caused by you.

Your Representations

By accessing, previewing, or otherwise engaging with a Screening or this Website in any manner, you represent and warrant that you have sufficient legal capacity to enter into these Terms of Use, and that you are not a member of the entertainment, media or market research industries. Further, you represent and warrant that you have read, understand, and agree to abide by the terms of these Terms of Use and that you have read, understand the data collection and use practices set forth in the Privacy Policy.

Miscellaneous

We may update these Terms of Use from time to time to reflect changes in our business practices, to make clarifications, or for other legal reasons. We will inform you of these changes by including a “last updated” date on this page. In some cases, we may inform you directly of these changes by sending you an email (if we have your email address), or by posting a notice on our homepage. We encourage you to check this page from time to time to remain updated on any such changes.

A waiver of any default, breach or non-compliance under these Terms of Use is not effective unless in writing and signed by both parties. Our waiver of or failure to exercise any right provided in these Terms of Use shall not be deemed a waiver of any further or future right under these Terms of Use. If any term or provision of these Terms of Use or any application of these Terms of Use shall be declared or held invalid, illegal or unenforceable, in whole or in part, whether generally or in any particular jurisdiction, such provision shall be deemed amended to the extent, but only to the extent, necessary to cure such invalidity, illegality or unenforceability, and the validity, legality and enforceability of the remaining provisions, both generally and in every other jurisdiction, shall not in any way be affected or impaired thereby.

Governing Law.

The Terms of Use are governed by English law and the parties submit to the exclusive jurisdiction of the English courts in relation to any dispute (contractual or non-contractual) concerning the Terms of Use save that either party may apply to any court for an injunction or other relief to protect its intellectual property rights or enforce any clause/agreement regarding Confidentiality.

SCREENING PRIVACY POLICY

Before The Premiere Screenings is a trading name of Stagwell Media (NRG) UK Limited (“NRG”), a company registered in England and Wales. NRG is concerned about privacy issues and wants you to be familiar with how we collect, use and disclose information. This Screening Privacy Policy (the “Privacy Policy”) covers the collection and use of information for this website, <https://beforethepremiere.co.uk/Portal/Default> (this “Website” or “we”). By using this Website, you agree to the terms and conditions of this Privacy Policy.

WHAT INFORMATION WE COLLECT

Information you give us. When you voluntarily register and submit any feedback related to this Website, we may ask you for your personally identifying information like your name, date of birth, gender, email address, telephone number, post code and nationality. You also provide us with demographic information such as occupation and ethnicity.

Information from your use of this Website. We may automatically receive information when you visit our site. This includes technical information such as your Internet Protocol (IP) address, the type of browser you are using, the date and time of your visit, and the web page you have visited immediately prior to visiting this Website, and other anonymous data involving your use of our websites. Cookies, pixel tags, web beacons, clear GIFs or other similar technologies may be used in connection with some Website pages and HTML-formatted email messages to, among other things, track the actions of Website users and email recipients, measure the success of our communications and compile statistics about Website usage and response rates.

HOW WE USE THE INFORMATION

We may use the information we collect in the following ways:

- We use the information we collect to create a variety of research insights for our clients. **We use tools and methods to make sure that your data is anonymized and there is no way of identifying an individual participant in the reports that we create for our clients.**
- To contact you (by email, phone, or text if you provide these details to us) for one of the following reasons:
 - Inform you of a change to the screening location, date, time, cancellation or any last minute change to a screening to which you’ve already RSVP’d;
 - Respond to your inquiries;
 - Validate information you provided;
 - Update our records to ensure your information is correct;
 - Send you important information such as changes to our terms, conditions, and policies.
- We may also use the information for business purposes, such as data analysis, audits, developing new products, enhancing our Website, improving our services, identifying usage trends and determining the effectiveness of our communications.
- If we combine non-personal information with personal information, the combined information will be treated by us as personal information as long as it is combined.

COOKIES

Cookies allow a web server to transfer data to a computer for recordkeeping and other purposes. Both session and persistent cookies may be used in connection with the Website. These cookies may be used for security purposes, to facilitate navigation, to display information more effectively, and to better serve you with more tailored information, as well as for online measurement purposes. We

may also use cookies to gather statistical information about the usage of the Website in order to continually improve the design and functionality, to understand how users use the Website, and to assist us with resolving questions regarding the Website.

If you do not want information collected through the use of cookies, there is a simple procedure in most browsers that allows you to decline the use of cookies. Some features of the Website may not work properly if you decline the use of cookies. To learn more about cookies, please visit <http://www.allaboutcookies.org/> located outside the Website. To opt out of being tracked by Google Analytics across all websites, visit <http://tools.google.com/dlpage/gaoptout> located outside the Website.

WHEN WE SHARE YOUR INFORMATION

We may disclose your information:

- To our parent company National Research Group, Inc. for the purposes described in this Privacy Policy.
- To our third party service providers:
 - Marketing Systems Group – to manage our online databases.
 - To provide data analysis, email delivery services, SMS communication services, auditing services and other similar services as needed.
- To a third party in the event of any reorganization, merger, sale, joint venture, assignment, transfer or other disposition of all or any portion of our business, assets or stock (including in connection with any bankruptcy or similar proceedings).
- As we believe to be necessary or appropriate:
 - (a) under applicable law;
 - (b) to comply with legal process;
 - (c) to respond to requests from public and government authorities including public and government authorities outside your country of residence;
 - (d) to enforce our terms and conditions;
 - (e) to protect our operations or those of any of our affiliates;
 - (f) to protect our rights, privacy, safety or property, and/or that of our affiliates, you or others; and
 - (g) to allow us to pursue available remedies or limit the damages that we may sustain.

We may also disclose your personal information to third parties where we have your express permission to do so, or where we can reasonably infer from the circumstances that you consent to the disclosure to the third parties.

CHOICES AND ACCESS

You can view and update the information in your profile at any time on our website. You can also opt-out and ask to stop your participation in future Screenings.

We will try to comply with your request(s) as soon as reasonably practicable. Please note that if you opt-out as described above, we will not be able to remove your personal information from the databases of our affiliates with whom it has already been shared.

THIRD PARTY SITES

This Privacy Policy does not address, and we are not responsible for, the privacy, information or other practices of any third parties, including any third party operating any site to which this Website contains a link. The inclusion of a link on the Website does not imply endorsement of the linked site by us or by our affiliates.

SECURITY

We will retain your personal information for the period necessary to fulfill the purposes outlined in this Privacy Policy unless a longer retention period is required or allowed by law. Your information may be stored in the cloud on servers located in the United Kingdom or elsewhere but in any event will be stored using administrative, managerial and technical measures to protect its confidentiality. Please remember that storage and communication of personal data cannot always be one-hundred percent secure.

USE OF SITE BY CHILDREN

The Website is not intended for children under the age of sixteen (16), and we request that children do not provide personal information through the Website. If we become aware that we have collected personal information from a child under the age of 16, we will delete that information from our records.

UPDATES TO THIS PRIVACY POLICY

We may update this Privacy Policy from time to time to reflect changes in our business practices, to make clarifications, or for other legal reasons. We will inform you of these changes by including a “last updated” date on this page. In some cases, we may inform you directly of these changes by sending you an email (if we have your email address), or by posting a notice on our homepage. We encourage you to check this page from time to time to remain updated on any such changes.

WHAT ARE MY RIGHTS WITH RESPECT TO MY PERSONAL INFORMATION?

This Screening Privacy Policy outlines the usage of data collected specifically through the Before The Premiere Screenings website. You can view NRG’s global company Privacy Policy at: <https://www.nrgmr.com/privacy-policy/>

Under the European Union General Data Protection Regulation (“GDPR”), additional disclosures apply to residents of the European Economic Area. Residents of Switzerland and the UK also have similar rights under their data protection laws. For an explanation of your rights, please see NRG’s GDPR policy at: <https://www.nrgmr.com/gdpr/> If you are an EEA, Swiss, or UK resident and would like to submit a GDPR request, you can:

- 1) Submit an online form at: <https://forms.nrgmr.com/GDPRRequestForm>
- 2) For general privacy enquiries, you can email us at: privacy.officer@nrgmr.com

If you have any questions about this Privacy Policy, please email us at privacy.officer@nrgmr.com.

The website and database were designed and created by Marketing Systems Group (“MSG”) You can view MSG’s Privacy Policy at: <https://www.m-s-g.com/Pages/msg/privacy/>