

PRIVACY & SECURITY

This privacy policy applies only to the websites and applications controlled by Discovery Communications, LLC and/or its subsidiary and affiliated entities (“Discovery,” “we” or “us”) where this privacy policy is posted (collectively, the “Sites”). This privacy policy does not pertain to information that is collected offline. **BY USING THE SITES, YOU CONSENT TO THE TERMS AND CONDITIONS OF THIS PRIVACY POLICY AND TO OUR PROCESSING OF PERSONAL INFORMATION FOR THE PURPOSES STATED BELOW. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS PRIVACY POLICY, PLEASE DO NOT USE THE SITES.**

1. Information Collected

This privacy policy applies only to information collected on the Sites and does not apply to information collected by Discovery through any other means. For details on the information collected and used from children under the age of 13, [click here](#).

We collect two types of information from visitors to the Sites: (1) Personally Identifiable Information; and (2) Non-Personally Identifiable Information, such as your IP address or cookies.

(1) Personally Identifiable Information

“Personally Identifiable Information” is information that identifies you personally, such as your name, address, telephone number, email address, or company name. Discovery collects and stores the personally identifiable information that you have provided to us. Here are some examples of manners in which we may collect your personally identifiable information on the Sites:

- We may collect your email address, first and last name and zip code if you sign up for an online newsletter;
- We may collect your email address if you contact us with a question;
- We may collect your first and last name, date of birth and email address if you choose to participate in a contest or sweepstakes; and
- We may collect your first and last name, your address, and your credit card and billing information if you make a purchase of a product at the Discovery Store.
- We may collect your email address, place of residence and other information from your public profile if you register for one of our websites through a social media site such as Facebook.

The above list provides an example of the personally identifiable information that may be collected on the Sites. If you do not want Discovery to collect your personally identifiable information, please do not provide it to us.

(2) Non-Personally Identifiable Information

“Non-Personally Identifiable Information” can be technical information or it can be demographic information, such as your age, gender or interests. Non-personally identifiable information does NOT identify you personally. Here are some examples of the non-personally identifiable information that is collected via the Sites and a description of how this information is used:

- Internet Protocol (IP) address – Your IP address is a number that lets computers attached to the Internet know where to send you data – such as the webpages you view. We use this information to deliver our webpages to you upon request, to tailor our Sites to the interests of our users and to measure traffic within our Sites.
- Cookie – A “cookie” is a small text file that may be used to collect information about your activity on the Sites. For example, when someone visits a page within the Sites, a cookie is placed on the user’s machine (if the user accepts cookies) or is read if the user has visited the Sites previously. You may set most browsers to notify you if you receive a cookie, or you may choose to block cookies with your browser, but if you do, you may not be able to take advantage of the personalized features enjoyed by other users to our Sites.
- Web Beacons (also known as “clear gifs,” “web bugs” or “pixel tags”) – “Web Beacons” are tiny graphics with a unique identifier, similar in function to cookies, and are used to allow us to count users who have visited certain pages of the Sites and to help determine the effectiveness of promotional or advertising campaigns. When used in HTML-formatted email messages, web beacons can tell the sender whether and when the email has been opened. In contrast to cookies, which are stored on a user’s computer hard drive, web beacons are embedded invisibly on web pages.
- Demographic Information – “Demographic Information” may be your gender, age, zip code and interests, which you voluntarily provide to us on the Sites. We use this information to provide you with personalized services and to analyze trends to ensure the information provided by the Sites meets your needs. For example, we offer personalized TV schedule listings and program reminders for Discovery Channel, TLC, Animal Planet, Discovery Life or any of our other TV offerings if you tell us which programs and topics you are interested in. Please note that we also consider aggregated information, which is not personally identifiable, to be non-personally identifiable information. The above list provides an example of the non-personally identifiable information that is collected via the Sites.

1. Use of Information Collected Via the Sites

(1) Personally Identifiable Information

We use your personally identifiable information that is collected on these Sites primarily for the following purposes:

- To deliver services, such as educational programs, information, newsletters or software you request or purchase;
- To alert you to special offers, updated information and other new services from Discovery, or other third parties, or to forward promotional materials;
- To complete a transaction or service requested by you;
- To fulfill the terms of a promotion;
- To ensure the Sites are relevant to your needs;
- To help us create and publish content most relevant to you;
- To notify you about a material change to this privacy policy or the Visitor Agreement, if necessary;
- To allow you access to limited-entry areas of the Sites; and
- To contact you in response to sign up forms such as Contact Us or Order Inquiry.

(2) Non-Personally Identifiable Information

Non-personally identifiable information is used as described above and in other ways as permitted by applicable laws, including combining non-personally identifiable information with personally identifiable information (except with respect to non-personally identifiable information collected from children under the age of 13).

1. Sharing and Disclosure of Information

(1) Personally Identifiable Information

We may share or disclose your personally identifiable information in the following instances:

(i) To fulfill a service to you. For example, if you choose to watch an educational program on the Sites, we may share your personally identifiable information in order to provide the program to you. In addition, if you email us a question, we may use your email address to process your request and respond to your question. Also, if you are entering a sweepstakes or contest, we may use your personally identifiable information in order to fulfill the terms of that promotion. This means that we may share the information for prize fulfillment purposes or mail carriers. We also may share your information with the co-sponsor of that promotion:

(ii) To affiliates, strategic partners, agents, third party marketers or other unaffiliated parties who are offering products or services that we believe may be of interest to you or who require your personally identifiable information for research, administrative and/or internal business purposes. These parties may use your personally identifiable information to contact you with an offer or advertisement related to a product or service, or they may use such information for their own research, administration or business purposes. If you do not want us to share your personally identifiable information in this manner, please do not provide us with this information.

(iii) To unaffiliated third-party service providers, agents or independent contractors who help us maintain our Sites and provide other administrative services to us (including, but not limited to, order processing and fulfillment, providing customer service, maintaining and analyzing data, sending customer communications on Discovery's behalf, and entry collection, winner selection and prize fulfillment for contests, sweepstakes and other promotions). We seek to ensure that these unaffiliated third parties will not use the personally identifiable information for any other purpose than to provide the administrative services for which they are responsible. Because such unaffiliated third-party service providers that help us administer our Sites will have access to users' personally identifiable information, if you do not wish for our unaffiliated third-party service providers to have access to your information, please do not register or submit any personally identifiable information to us.

(iv) To complete your purchase. If you choose to make a purchase on the Sites, we may collect from you your credit card number, billing address and other information related to such purchase, and we may use such collected information in order to fulfill your purchase. We may also provide such information, or other personally identifiable information provided by you, to unaffiliated third parties as necessary to complete your purchase (for example, to process your credit card).

(v) To comply with the law or in the good faith belief that such action is necessary in order to conform to the requirements of law or comply with legal process served on us, protect and defend our rights or property, including the rights and property of Discovery and its family of Sites or act in urgent circumstances to protect the personal safety of our end users.

(vi) To third parties as part of any corporate reorganization process including, but not limited to, mergers, acquisitions, and sales of all or substantially all of our assets.

(vii) To track and analyze non-identifying and aggregate usage and volume statistical information from our visitors and customers and provide such information to third parties.

(viii) To protect against potential fraud, we may verify with third parties the information collected from these Sites. In the course of such verification, we may receive personally identifiable information about you from such services. In particular, if you use a credit card or debit card to purchase services with us, we may use card authorization and fraud screening services to verify that your card information and address matches the information that you supplied to us, and that the card has not been reported as lost or stolen.

Our properties may feature Nielsen proprietary measurement software, which will allow you to contribute to market research, such as Nielsen TV Ratings. To learn more about the information that Nielsen software may collect and your choices with regard to it, please see the Nielsen Digital Measurement Privacy Policy at <http://www.nielsen.com/digitalprivacy>.

Except as described in this Privacy Policy or at the time we request the information, we do not otherwise use, share or otherwise disclose your personally identifiable information to any third parties.

(2) Non-Personally Identifiable Information

We use non-personally identifiable information collected on the Sites in the manner disclosed above in the Section A(2). We may share this non-personal information with third parties.

1. Collection and Use of Information from Children Under the Age of 13

(1) Collection of Personally Identifiable Information Collected from Children

In most instances, Discovery will only request the first name and email address of the child in order to complete an immediate request from the child. The information that is collected will only be used for the requested purpose and will be deleted immediately. Discovery will not store or otherwise use that information. Here are some examples of instances in which Discovery may immediately delete the child's information after the completion of the child's initial request:

- If the child emails an inquiry;
- If the child participates in a game;
- If the child refers a game to a friend, we may request his or her first name and email address and the friend's first name and email address;
- If the child wants to receive a postcard on one occasion; and
- If the child sends a postcard to a friend on one occasion, we may request his or her first name and email address and the friend's first name and email address.

From time to time, we may request limited personally identifiable information from children in order to offer a service, a promotion or other activity to children. In such an instance, we will request that the child provide his or her email address, as well as the email address of his or her parent or legal guardian ("parent"). Discovery will use that email address to send the parent an email letting him or her know about the child's contact. The email will include details on how the parent may (i) provide Discovery with consent; (ii) prohibit Discovery from any further contact with the child; or (iii) delete the child's personally identifiable information. Discovery will not collect more information than is reasonably necessary for the child to participate in the activity at issue.

Below are some examples of instances in which we may collect the first name and email address from children on the Sites and require parental consent:

- If the child wants to enter a sweepstakes, contest or other promotion; and
- If the child wants to receive newsletters on a recurring basis.

(2) Use of Personally Identifiable Information Collected from Children

When we collect personally identifiable information from kids, we will only use that information for the express purpose for which it was collected. For example, if a child enters a sweepstakes, we will request the parent's information (as described in Section D(1)) and will only use the child's email address to enter the child into the sweepstakes, to notify the parent of the child's entry, and to identify and notify the child if he or she is a potential winner. The personally identifiable information will not be used for any other purpose, and the personally identifiable information will not be used after the promotion is complete.

(3) Sharing of Personally Identifiable Information Collected from Children

Except as provided in this Section, we do not share personally identifiable information collected from children with any unaffiliated third parties. We may, however, share a child's personally identifiable information that we have collected with parental consent in the following limited instances:

- We may share such information with third-party service providers who help Discovery maintain the Sites and provide other administrative services to us. We seek to ensure that these unaffiliated third parties may not use the personally identifiable information for any other purpose, and these unaffiliated third parties have agreed to maintain the confidentiality, security and integrity of the personally identifiable information.
- If a child is selected as a potential winner of one of our contests or sweepstakes, we will notify the child's parent via the email address that the child submitted. If the parent consents, we will collect and share this information in order to fulfill the terms of the promotion.
- Finally, we may disclose a child's personally identifiable information to third parties if we believe we are required to do so in order to comply with law (including court orders and subpoenas); to comply with requests from law enforcement agencies or the government; to enforce our Visitor Agreement; to protect our rights, privacy, safety or property and the rights, privacy, safety or property of our employees or other users of our Sites; to protect our operations; and to permit us to pursue available remedies or limit the damages that we may sustain.

(4) Non Personally Identifiable Information

We collect and store the non-personally identifiable information that is described in Section A(2) of this privacy policy. We do not, however, link this information to personally identifiable information when it is collected from children.

(5) Note to Parents and Legal Guardians

Please contact Discovery at any time regarding privacy questions or concerns, or to request to review what personally identifiable information we have collected from a child. Parents may also contact us at any time to request that we delete the personally identifiable information of a child

or a parent and/or refuse to permit further collection or use of a child's information. We will take steps to ensure that any person contacting us regarding a child's information is the child's parent or guardian.

Discovery Communications, LLC
1 Discovery Place
Silver Spring, MD 20910
Phone: (240) 662-2000 (Legal)
Email: privacy_policy@discovery.com

International Transfer of Information

If you choose to provide us with personally identifiable information, Discovery may transfer that information to its affiliates and subsidiaries or to other third parties, across borders, and from your country or jurisdiction to other countries or jurisdictions around the world. If you are visiting from the European Union or other regions with laws governing data collection and use that may differ from U.S. law, please note that you are transferring your personally identifiable information to the United States which does not have the same data protection laws as the EU and by providing your personally identifiable information you consent to:

- the use of your personally identifiable information for the uses identified above in accordance with this privacy policy; and
- the transfer of your personally identifiable information to the United States as indicated above.

1. Opt-Out

We communicate with users who subscribe to our services on a regular basis via email. For example, we may use your email address to confirm your request, to send you notice of payments, to send you information about changes to our products and services, and to send notices and other disclosures as required by law. Generally, users cannot opt-out of these communications, but they will be primarily informational in nature rather than promotional.

However, we provide you the opportunity to exercise an opt-out choice if you do not want to receive other types of communication from us, such as emails or updates from us regarding new services and products offered on the Sites or if you do not want us to share your personally identifiable information with third parties. The opt-out choice may be exercised by ticking or un-ticking the appropriate box if such checkbox is available at the points where personally identifiable information is collected or by contacting us. We will process your unsubscribe as soon as possible, but please be aware that in some circumstances you may receive a few more messages until the unsubscribe is processed. You also may opt-out of receiving such emails by clicking on the "unsubscribe" link within the text of the email.

1. Forums, Chat Rooms and Other Public Posting Areas

Please note that any information you include in a message you post to any chat room, forum or other public posting area is available to anyone with Internet access. If you do not want people to know your e-mail address, for example, do not include it in any message you post publicly. PLEASE BE EXTREMELY CAREFUL WHEN DISCLOSING ANY INFORMATION IN CHAT ROOMS, FORUMS AND OTHER PUBLIC POSTING AREAS. WE ARE NOT RESPONSIBLE FOR THE USE BY OTHERS OF THE INFORMATION THAT YOU DISCLOSE IN CHAT ROOMS, FORUMS AND OTHER PUBLIC POSTING AREAS.

1. Third Party Web Sites

This statement applies solely to information collected on the Sites. The Sites may contain links to other web sites. We are not responsible for the privacy practices or the content of these other web sites.

1. Third Party Advertisers

We may use advertisers, third party ad networks, and other advertising companies to serve advertisements on the Sites. Please be advised that such advertising companies may gather information about your visit to the Sites or other sites (such as through cookies, web beacons and other technologies) to enable such advertising companies to market products or services to you, to monitor which ads have been served to your browser and which webpages you were viewing when such ads were delivered. If you would like more information about this practice and to know your choices please click here. PLEASE NOTE THAT THIS POLICY DOES NOT COVER THE COLLECTION AND USE OF INFORMATION BY SUCH ADVERTISING COMPANIES.

1. Accessing Your Personally Identifiable Information and Privacy Preferences

We provide you with an opportunity to access your personally identifiable information to ensure it is correct, accurate and current. To edit your personally identifiable information, please contact our customer service representatives at (240) 662-8909. To be removed from our mailing list or if you would prefer that we do not share your information with third party marketers, please make sure to indicate that on our registration form at <https://discovery.csharmony.epsilon.com/Account/Login?b=CORPORATE>. If for any reason you are not able to update or edit your personally identifiable information at this page, you can access such information by contacting us as described below. We will make reasonable efforts to accommodate your request.

1. Assignment

In the event that all or part of our assets or sold or acquired by another party, or in the event of a merger, you grant us the right to assign the personally identifiable and non-personally identifiable information collected via the Sites.

1. Changes to this Privacy Policy

We reserve the right to change this privacy policy from time to time. When we do, we will also revise the “last update” date at the bottom of this privacy policy. For changes to this privacy policy that may be materially less restrictive on our use or disclosure of personal information you have provided to us, we will attempt to obtain your consent before implementing the change by sending a notice to the primary email address specified in your account or by placing a prominent notice on the Sites.

We will also notify parents if we change the kinds of information that we collect from children and materially alter our practices of sharing and using this information. We will not collect, use or share the information without parental consent.

1. Security

No data transmissions over the Internet can be guaranteed to be 100% secure. Consequently, we cannot ensure or warrant the security of any information you transmit to us and you understand that any information that you transfer to Discovery is done at your own risk.

Once we receive your transmission, we make reasonable efforts to ensure security on our systems. We use firewalls to protect your information from unauthorized access, disclosure, alteration, or destruction. However, please note that this is not a guarantee that such information may not be accessed, disclosed, altered or destroyed by breach of such firewalls and secure server software.

If we learn of a security systems breach we may attempt to notify you electronically so that you can take appropriate protective steps. By using these Sites or providing personally identifiable information to us, you agree that we can communicate with you electronically regarding security, privacy and administrative issues relating to your use of these Sites. We may post a notice on our Sites if a security breach occurs. We may also send an email to you at the email address you have provided to us in these circumstances. Depending on where you live, you may have a legal right to receive notice of a security breach in writing.

1. Age Screening

Some parts of the Sites require that personally identifiable information be submitted in order to participate. For example, if you want to receive one of our newsletters, you must give us your email address. Some parts of the Sites will have an age-screening mechanism to prevent kids from registering. We will not knowingly allow anyone under the age of thirteen to register with any of our Sites, or to access those features that require registration, except as explicitly disclosed herein.

If we become aware that we have inadvertently received personally identifiable information from a user under the age of thirteen other than in a legally permissible situation, we will delete the information from our records as soon as we discover it.

1. Contacting Discovery

If you have any questions about this privacy policy or our privacy practices, please contact us at privacy_policy@discovery.com. All information you provide in any written communication will also be covered by this policy.

1. Dispute Resolution

In the event of any controversy, claim or dispute (“dispute”) related to or arising out of your use of the Sites, other than disputes related to or involving Discovery’s intellectual property or Discovery’s licensed intellectual or proprietary rights, you and Discovery mutually agree to the following dispute resolution procedure:

1. The parties will first attempt in good faith to resolve any dispute by informal negotiation. The informal negotiation period will begin when the party asserting the dispute sends a written notice to the other party describing the facts and circumstances of the dispute. If, after sixty (60) days from the date the notice of dispute is sent, the parties have been unable to resolve the dispute, either party may commence binding arbitration. The parties may agree to extend the informal dispute resolution period by mutual written agreement.

2. If the parties are unable to resolve the dispute through informal negotiation, you and Discovery agree that exclusive jurisdiction for the dispute shall be binding arbitration before one arbitrator to be mutually agreed upon by both parties. If the parties cannot agree on the selection of an Arbitrator, they shall each select one Arbitrator from the list of qualified JAMS arbitrators and those two Arbitrators shall select the person who shall serve as the Arbitrator for such dispute. Arbitration shall be initiated in the New York, N.Y., area and shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. Judgment on any potential award may be entered in any court having jurisdiction. BY USING THE SITES, YOU

ARE HEREBY GIVING UP YOUR RIGHT TO LITIGATE A DISPUTE IN COURT BEFORE A JUDGE OR JURY. Unless the arbitrator concludes that the arbitration was frivolous or brought for an improper purpose, Discovery will pay all filing, JAMS, and arbitrator's fees and expenses.

3. ALL DISPUTES SHALL BE RESOLVED ON AN INDIVIDUAL BASIS. Neither party shall have the right to have a dispute heard as a class action and no arbitration or proceeding can be combined with another without the prior written consent of all parties to the proceeding.

1. Choice of Law

This privacy policy has been made in and shall be construed in accordance with the laws of the State of Maryland, without giving effect to any conflict of law principles.

The parties acknowledge that this policy evidences a transaction involving interstate commerce. Notwithstanding the provision in the preceding paragraph with respect to applicable substantive law, any arbitration conducted pursuant to the terms of this Policy shall be governed by the Federal Arbitration Act (9 U.S.C. §§ 1-16).

1. Choice of Forum

By using the Discovery Sites, you agree that the exclusive jurisdiction for any dispute not subject to the arbitration provision discussed above shall be the state and federal courts located in Maryland.

YOUR CALIFORNIA PRIVACY RIGHTS

Discovery does not support Do Not Track browser settings and does not currently participate in any "Do Not Track" frameworks that would allow us to respond to signals or other mechanisms from you regarding the collection of your Personally Identifiable Information or Non Personally Identifiable Information.

Beginning on January 1, 2005, California Civil Code Section 1798.83 permits our visitors who are California residents to request certain information regarding Discovery's disclosure of personally identifiable information to third parties for their direct marketing purposes. To make such a request, please contact us:

Discovery Communications, LLC
1 Discovery Place
Silver Spring, MD 20910
Phone: (240) 662-2000 (Legal)
Email: privacy_policy@discovery.com

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