

This Privacy Policy (together with the Terms of Use) sets out the basis on which any personal data Poisson Rouge Pictures Limited ("we", "us", "our") collect from you or that you provide to us at [www.poissonrougepictures.com](http://www.poissonrougepictures.com) (the "Site") will be processed by us. Please read this.

## 1. Contact

For the purpose of the Data Protection Act 1998 (the "Act"), the data controller is Poisson Rouge Pictures Limited. If you want to know what information we hold about you or if you have any other queries in relation to this Privacy Policy, our contact details are as follows:

Hurlingham Studios, Ranelagh Gardens, London SW6 3PA  
Email: [info@poissonrougepictures.com](mailto:info@poissonrougepictures.com)

## 2. Information Collected from You

2.1 We may collect information that you provide to us for the purposes of subscribing to any services we provide on this Site, email notifications and/or newsletters, posting material, contacting us, making an enquiry or requesting further services. We may also ask you for information when you report a problem with the Site.

2.2 We may collect generic information about your visits to and use of the Site such as your IP addresses, geographical location, browser type, referral source, length of visit and number of page views. Individual users will not be identifiable from this information and we may use this information for a number of purposes such as optimising the use of the Site, disclosing to third party contributors or for security purposes. In particular, we may use an analytics service provider for website traffic analysis and reporting and to track information such as which browser, screen resolution and IP address you are using to access our Site, in addition to tracking your movements around our Site. This tool may use "cookies", which are text files placed on your computer, to collect standard internet log information and visitor information in an anonymous form.

2.3 We may also collect information about your usage of the Site, as well as information about you, from e-mails or letters that you send to us. For example, if you contact us, we may keep a record of that correspondence. We will only use any such information in accordance with the terms of this Privacy Policy.

2.4 We may receive some information that you submit to any third party website that you access from a link contained in the Site. Both us and the owner or operator of that third party site will be the data controller in respect of any such information and you should check the privacy policy of that third party website to find out how they will use your data. We will only use that information in accordance with this Privacy Policy.

## 3. Use Of Your Information

3.1 We will only use your information for the following purposes:

- (a) to ensure that content from the Site is presented in the most effective manner for you and for your computer;
- (b) to provide you with information by post or email about our films, publications and events that you request from us or which we feel may interest you where you have specifically requested or consented to receiving such emails or where you have requested information of this type from us in the past;
- (c) to allow you to participate in interactive features of our service (if any), when you choose to do so;
- (d) to provide customer service (if applicable) in relation to your use of the Site, to deal with enquiries and complaints relating to the use of the Site and to notify you about changes to our service;
- (e) to enable us to provide you with access to all parts of the Site and to enable you to download information and materials from the Site;
- (f) to administer, support, improve and develop our Site; and
- (g) provide third parties with statistical information about our users but you will not be identifiable from this information.

#### 4. Disclosure Of Your Information

4.1 Other than as expressly set out in this Privacy Policy or as otherwise required or permitted by law, we will not share, sell or distribute any of the information you provide to us without your consent.

4.2 We may disclose your personal information to (i) any third party to whom disclosure is necessary to enable us to provide you with any service to which you have requested via the Site; (ii) any person to whom disclosure is necessary to enable us to enforce our rights under this Privacy Policy or under the Terms of Use; and/or (iii) any purchaser (or prospective purchaser) of the business of Poisson Rouge Pictures Limited.

#### 5. Third Party Sites

5.1 The Site contains links to websites that are operated by third parties. We do not control those websites and as such this Privacy Policy does not apply to those websites and we accept no responsibility for those sites. Please consult the terms and conditions and privacy policy of those third party websites.

#### 6. Security

6.1 Data transmission over the internet is inherently insecure, and we cannot guarantee the security of data sent over the internet.

## 7. International Data Transfers

7.1 Our servers are situated in the UK, however we collect data from wherever users are situated. The information that we collect will therefore be transferred to the UK from any other country in which you may be located and will be subject to UK data protection laws.

7.2 We do not transfer personal data collected via the Site outside the European Economic Area (unless you have consented; it is necessary to provide the services you have requested; or it is otherwise required or permitted by law).

## 8. Your Access

8.1 If you wish to see personal data which we hold about you (if any), please contact us on the contact information set out in paragraph 1 above. We are entitled to and will charge a fee of £10 to meet our costs in providing you with details of the information we hold about you and we will also require you to send identification so that we can identify you.

8.2 If you have received unwanted, unsolicited emails sent via this system or purporting to be sent via this system, please forward a copy of that email with your comments to [info@poissonrougepictures.com](mailto:info@poissonrougepictures.com) for review.

## 9. Changes To Our Privacy Policy

We reserve the right to make changes to the Privacy Policy from time to time. Any such changes to our Privacy Policy will be posted to the Site.

## **Poisson Rouge Pictures Limited - Website Terms of Use**

These Terms of Use govern all contents and use of the website [www.poissonrougepictures.com](http://www.poissonrougepictures.com) and any correspondence between us and you via that website (the "Site"). Please read these terms carefully before using the Site. By visiting or using this Site and/or any content or materials available you agree to be bound by these Terms of Use.

We reserve the right to change the Terms of Use from time to time at our sole discretion and your use of the Site will be subject to the most current version of the Terms of Use posted on the Site at the time of such use. If you breach any of the Terms of Use, your authorisation to use this Site shall automatically and immediately terminate and you must immediately cease use of the Site and destroy any materials downloaded or printed from the Site.

### 1. Ownership

1.1 This Site is owned and operated by Poisson Rouge Pictures Limited ("we", "us", "our").

### 2. Accessing and Using the Site

2.1 You hereby agree to access and use the Site in accordance with these Terms of Use.

2.2 You may not use the Site in any improper or unlawful manner or in breach of any legislation or licence that applies to you.

2.3 Without limiting the foregoing, you agree that when using the Site you will not:

(a) intimidate or harass others or disclose personal information about others that could amount to harassment or intimidation;

(b) publish, post, upload, transmit, share, store, distribute, disseminate or otherwise make available any content which may be unlawful, defamatory, infringing, obscene, sexually explicit, harmful, fraudulent, confidential, hateful, discriminatory, threatening or otherwise illegal or anything which might constitute a criminal or civil offence or promote violence;

(c) upload files that contain software or other material which contain Intellectual Property Rights (defined below) of any third party or which are protected by rights of privacy or publicity of any third party without having received all necessary consents;

(d) upload, post, transmit, share or otherwise make available any material that contains viruses, corrupted files, or any other computer code, files, software or programs that may interfere with, damage, interrupt, destroy or limit the functionality of the Site or any computer software or hardware or

telecommunications equipment;

(e) solicit personal information from anyone under 18 or personally identifying information for commercial or unlawful purposes;

(f) use or attempt to use another's service or system without their authorisation, or create a false identity on the Site or impersonate others;

(g) post content which promotes a product or service;

(h) promote any activity that is illegal; or

(i) use software to harvest information from the Site.

2.4 You agree to comply with all reasonable instructions that we may give you from time to time regarding the use of the Site.

2.5 You are responsible for obtaining (at your own cost) all necessary equipment and telecommunications services required to access and use the Site. You are responsible for ensuring that no one uses your equipment to access the Site without your permission. We will be entitled to assume that anyone who accesses the Site using your equipment has your permission to do so and you will be liable for any charges or any other costs, liabilities or damages that may be incurred by any such person.

### 3. Intellectual Property

3.1 For the purposes of these Terms of Use, "Intellectual Property Rights" means patents, registered and unregistered trade marks and service marks, domain names, registered designs and design rights, copyright (including such rights in computer software and databases), database rights and moral rights (in each case for the full period thereof and extensions, revivals and renewals thereof), applications for the foregoing and the right to apply for any of the foregoing anywhere in the world, and all similar rights anywhere in the world including those subsisting in inventions, designs, drawings and computer programs.

3.2 All Intellectual Property Rights in and to the Site and all content and materials contained therein (including without limitation any text, photographs, pictures, graphics, diagrams, video, audio, music, software, applications and their compilation and lay out) (the "Site Content") are owned by and shall remain owned by us or our licensors (except for your own User Generated Content). You may view, download and print any materials and information made available to you through the Site subject to the following conditions:

(a) the Site and the Site Content may only be used for your personal purposes;

(b) the Site Content shall not be reproduced or included in any other work or publication in any medium;

(c) the Site Content may not be modified or altered in any way;

(d) the Site Content may not be distributed or sold to any third party; and

(e) you may not remove any copyright or other proprietary notices contained in the Site Content;  
except that the foregoing does not apply to your own User Generated Content.

3.3 Any other use of the Site Content (except as expressly permitted in these Terms of Use) is prohibited.

3.4 Save as expressly permitted herein, any copying, reproduction, modification, distribution or sale of any Site Content or use of Site Content for any purpose shall be an infringement of our Intellectual Property Rights.

3.5 In the event that you download any Site Content from the Site we do not transfer title to such Site Content to you and we retain full and complete title to the Site Content at all times, and all Intellectual Property Rights therein (save in respect of any User Generated Content). You may not redistribute, sell, de-compile, reverse engineer, disassemble, or otherwise reduce any software contained in the Site Content to eye-readable form, except for your own User Generated Content.

#### 4. Links to and from other websites

This Site may contain links to websites operated by third parties that are not under our control and are provided to you for your convenience only. We make no warranties or representations whatsoever about any other website which you may access through this Site or any services that they may provide. Without limiting the foregoing, these sites are in no way approved, vetted, checked or endorsed by us and you agree that we shall not be responsible or in any way liable for the content, accuracy, compliance with relevant laws or accessibility of any information, data, advice or statements or for the quality of any products or services available on such sites. If you choose to access a website beyond our control, you do so at your own risk. In addition, use of any such third party website may be subject to your acceptance of additional terms and conditions.

#### 5. Termination

5.1 We may remove the Site or cease the provision of any of the services available through the Site at any time in our sole discretion for any reason whatsoever.

5.2 Without prejudice to our other rights and remedies, we may terminate or suspend your access to the Site (or any part of it) for any reason in our sole discretion at any time with or without notice.

## 6. Site access

6.1 While we endeavour to ensure that the Site is normally available 24 hours a day, we shall not be liable if for any reason the Site is unavailable at any time or for any period.

6.2 Access to the Site may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons beyond our control.

## 7. Disclaimers

7.1 Except as expressly provided in these Terms of Use, the Site and all Site Content provided through it are provided on an "as is" basis without representation or warranty of any kind, either express or implied (whether by common law, custom, statute or otherwise). To the fullest extent permissible pursuant to applicable law, we disclaim all other conditions, representations, statements and warranties (including, but not limited to, any implied warranty of the fitness of the Site or Site Content for a particular purpose or that your use of the Site or the Site Content will not infringe the rights of any third party).

7.2 We do not warrant that the Site, any Site Content and/or any function of the Site will be uninterrupted or error-free, that defects will be corrected, or that the Site or the server that makes it available are free of viruses or other harmful components. We do not warrant or make any representations that the Site and the Site Content will meet your requirements nor do we make any warranty or representations regarding the use or the results of the use of any Site Content in terms of their completeness, accuracy, currency, reliability, or otherwise. We will not be held responsible for the security of the Site or for any disruption of the Site however caused, loss of or corruption of any material in transit, or loss of or corruption of material or data when downloaded onto any computer system.

7.3 We are not responsible or liable in any manner for any third party content on the Site.

## 8. Liability

8.1 Nothing in these Terms of Use shall exclude or limit our liability for death or personal injury caused by negligence; any loss suffered by you as a result of your reliance on any fraudulent misrepresentation made by us to you or any liability which cannot be excluded or limited under applicable law.

8.2 You expressly agree that your use of and browsing of the Site and the use of the Site Content are at your own risk.

8.3 Subject to clause 8.1, all liability is excluded in respect of any loss claim or damage which may arise in connection with your use of or reliance upon the Site and information contained thereon.

8.4 Without limiting the effect of clause 8.3, due to the inherent risks of using the internet, we cannot be liable for any damage to, or viruses that may infect your computer equipment or any other property when using or browsing the Site. The downloading or other acquisition of any Site Content through the Site is done at your own discretion and risk and with your agreement that you will be solely responsible for any damage to your computer system or loss of data that results from the downloading or acquisition of any such Site Content.

## 9. Indemnity

You agree to indemnify, keep indemnified, defend and hold us and each of our respective partners, officers, directors, employees, agents, contractors, information providers and licensors harmless from and against any and all claims, damages, liability, demands, losses, costs and expenses (including legal fees) (whether or not foreseeable or avoidable) incurred or suffered by any of such parties and any claims or legal proceedings which are brought or threatened arising out of or in connection with your use of the Site, the Site Content or services provided through the Site, your conduct in connection with the Site or services provided or with other users of the Site, any purchases, transactions, dealings or arrangements with any third party on a third party site accessed via our Site, or any violation of these Terms of Use or of any law or the rights of any third party, unless such liability arises out of our breach of these Terms of Use or our negligence.

## 10. Data Protection and Privacy

10.1 We will only use any personal information that we may collect about you in accordance with our Privacy Policy. This policy forms an essential part of these Terms of Use and it is important that you read it. By accepting these Terms of Use you also accept and consent to our Privacy Policy.

## 11. General

11.1 Any failure or delay by us to enforce any of our rights under these Terms of Use is not to be taken as or deemed to be a waiver of that or any other right unless we acknowledge and agree to such a waiver in writing.

11.2 Save in respect of clause 9, these Terms of Use are not intended to be for the benefit of, and shall not be exercisable by, any person who is not a party to these Terms of Use under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

11.3 If any clause or part of a clause of these Terms of Use is, or becomes, invalid, illegal or unenforceable, then that clause or part of a clause shall be deemed to be deleted from these Terms of Use. Any such deemed deletion shall not affect the validity, legality or enforceability of the remainder of these Terms of Use.

11.4 The warranties, exclusions and the other express provisions of these



Terms of Use and the Privacy Policy set out the full extent of our obligations and liabilities concerning its subject matter and supersede any previous agreements between the parties relating thereto. Subject to clause 8.1(b) you shall have no remedy in respect of any untrue statement made to you upon which you relied in entering into these Terms of Use other than any remedy you may have for breach of the express terms of these Terms of Use.

11.5 This Agreement is governed by the laws of England and Wales and the parties agree to submit to the exclusive jurisdiction of the English Courts.