### PRIVACY POLICY

This Privacy Policy describes how Hylton Casting LLC ("Hylton") collects, uses, maintains and safeguards personally identifiable information ("Personal Information") collected via our website located at www.hyltoncasting.com (the "Site"). Your use of the Site constitutes your acceptance of the terms and conditions of this Privacy Policy, so please read this document carefully.

Please read these Terms and Conditions ("Agreement", "Terms and Conditions") carefully before using this website ("the Site"), www.hyltoncasting.com. This Agreement sets forth the legally binding terms and conditions for your use of the Site.

By accessing or using the Site in any manner, including, but not limited to, visiting or browsing the Site or contributing content or other materials to the Site, you agree to be bound by these Terms and Conditions.

### COLLECTION OF INFORMATION

Hylton collects Personal Data that you voluntarily provide us, when you register for Hylton, create a talent profile, or create an employer profile. We also collect Personal Data when you sign up for email newsletters or alerts on Hylton. Personal Data may contain your name, email, contact information, your location, as well as other information you provide to Hylton.

Hylton may place a "cookie" and on your computer when you visit the Hylton Casting website. Hylton may use cookies to personalize your experience using the Site, and to gather usage data that will help to improve the quality of the websites. There is a simple procedure in most browsers that allows you to deny, accept or delete cookies.

Hylton may also obtain information about you through third party sources as permitted by applicable law, such as public databases, social media platforms, and marketing partners

### USE OF PERSONAL INFORMATION

Except as otherwise explicitly stated in this Privacy Policy, Hylton Casting does not use Personal Information obtained via the Site for any purposes other than to:

- Provide you with information you've requested in connection with castings, show applications, employment with Hylton Casting, signing up for our newsletter or other offerings we may provide;
- Evaluate your suitability for castings or employment with Hylton Casting, as applicable, and contact you in furtherance thereof:
- Contact you in response to any requests, complaints, or other comments you may have about the Site or Hylton Casting; and
- Provide you with important Site-wide announcements.

# INTERNET PROTOCOL ("IP") ADDRESSES

The Site may collect, log, and aggregate certain anonymous information used to administer the Site, but which do not identify you personally when you visit the Site. information includes your Internet Protocol ("IP") address and your domain name. An IP address is a number that is automatically assigned to your computer by the Internet Service Provider ("ISP") through which you access the internet and a domain name is the name of the ISP computer itself through which you access the internet. The Site may log IP addresses and domain names and aggregate them for system administration and to monitor Site usage. We may use the aggregated information to measure the number of visits to our Site, the average time spent on our Site, the number of pages viewed, and various other Site use statistics to help us evaluate how the Site to continuously improve the used and content provide. The Site does not link IP addresses or domain names with any Personal Information, which means that a visitor's (who has not chosen to share Personal Information with us) session will be logged on our servers, but that visitor remains anonymous.

### SHARING OF PERSONAL INFORMATION

Except as otherwise explicitly stated in this Privacy Policy, Hylton does not collect or compile Personal Information for distribution to unaffiliated third parties. We may disclose Personal Information:

- To comply with valid legal processes, such as pursuant to a search warrant, subpoena, or court order;
- When we have a good faith belief that the law requires such disclosure;
- When necessary to comply with applicable laws, rules or regulations;
- When you have expressly consented to such disclosure:
- When reasonably necessary to protect our rights and property;
- If we buy, merge with, or sell substantially all of our assets; or
- To the producers and/or networks for whom we conduct castings.

We also provide certain third-party partners and affiliates with Personal Information, as necessary, to assist us in administering the Site, the services offered via the Site and our communications with you. We will not sell or rent your Personal Information to third parties for their marketing purposes without your explicit consent and you will not receive any contact from unaffiliated third parties as a result of providing Personal Information to us. In the unlikely event of our bankruptcy, insolvency, reorganization, receivership, or assignment for the benefit of creditors, or the application of laws or equitable principles affecting creditors' rights generally, we may not be able to control how your Personal Information is treated, transferred, or used.

### USER CONTENT

The Site allows you to upload, submit, store, send or receive content, including, for example, photographs, audio, video, résumés, biographical material, or contact information (your "User Content"). We also request date of birth only for the limited purpose of verifying that the individual is not a minor (for verification purposes pursuant to 18 U.S.C. §§ 2256 et seq.). You retain any intellectual property rights that you may hold in your User Content and you are responsible for everything submitted to the Site.

We do not claim ownership in any User Content. When you upload, submit, store, send, or receive content to or through the Site, you give Hylton (and those we work with) a non-exclusive, no-cost, perpetual, worldwide license (a legal form of permission) to use, host, store, reproduce, modify, create derivative works (such as translations,

adaptations or changes we might make for the Site to function optimally), communicate, publish, publicly perform, publicly display and distribute your User Content. Where appropriate, and subject to our privacy policy, Hylton may publish or disclose your name in connection with your User Content. By submitting User Content, you warrant and represent that you own the rights to the User Content or are otherwise authorized to post the User Content and grant Hylton the rights contemplated under these Terms. You are responsible for proving your User Content does not violate any laws or third party rights.

## **OPTING OUT**

We will take commercially reasonable steps to remove any Personal Information stored on our systems upon request. You may make such request by contacting us. Please be aware that it may not be possible to completely remove or delete all of your Personal Information from our records without some residual data remaining due to backups, archives and other reasons. However, after receiving your request, all Personal Information stored in databases we actively use and other readily searchable media will be updated, modified, deleted or confirmed to you, as appropriate, as soon as is reasonably practicable.

### THIRD PARTY LINKS/WEBSITES

The Site may contain links to third-party websites that we do not operate and that are beyond our control. Hylton does not endorse, and is not responsible for, the privacy practices or the content of such websites. You should review the applicable privacy policies in connection with your use of such websites.

### CHILDREN'S ONLINE PRIVACY PROTECTION ACT

The Children's Online Privacy Protection Act of 1998 and its rules (collectively, "COPPA") require us to inform parents and legal guardians ("Parents") about our practices for collecting, using, and disclosing personal information from children under the age of 13 ("Children"). It also requires us to obtain verifiable consent from a child's parent for certain collection, use, and disclosure of the child's personal information.

This section only applies to children under the age of 13 and supplements the other provisions of this Privacy Policy. Only the other provisions of this Privacy Policy apply to teens and adults.

### a) Parental Consent

Only a Parent or Legal Guardian of a child under the age of 13 years old may submit information on the Site for consideration to promote their child's performing arts career. When creating a submission on behalf of their child, the Parent or Legal Guardian will be asked to enter their child's date of birth. If the child is under 13 years of age, a Parent must affirm that they are the Parent or Legal Guardian of the Child whose information they are submitting, and consents to the release of the child's personal information.

# b) Accessing And Correcting Your Child's Personal Information

At any time, you may review the child's personal information maintained by us, require us to correct or delete the personal information, and/or refuse to permit us from further collecting or using the child's information.

You can review, change, or delete your child's personal information by sending an email to bookings@hyltoncasting.com. To protect your privacy and security, we may require you to take certain steps or provide additional information to verify your identity before we provide any information or make corrections.

### INTELLECTUAL PROPERTY

The Site and its original content, features and functionality are owned by Hylton Casting and we reserve all rights granted under copyright law.

### **TERMINATION**

We may terminate your access to the Site, without cause or notice, which may result in the forfeiture and destruction of all information associated with you. All provisions of this Agreement that by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

### GOVERNING LAW

This Agreement (and any further rules, polices, or guidelines incorporated by reference) shall be governed and construed in accordance with the laws of Georgia.

### CHANGES TO PRIVACY POLICY

We reserve the right, at our sole discretion, to modify or replace these Terms and Conditions by posting the updated terms on the Site. Your continued use of the Site after any such changes constitutes your acceptance of the new Terms and Conditions.

PLEASE REVIEW THIS AGREEMENT PERIODICALLY FOR CHANGES. IF YOU DO NOT AGREE TO ANY OF THIS AGREEMENT OR ANY CHANGES TO THIS AGREEMENT, DO NOT USE, ACCESS OR CONTINUE TO ACCESS THE SITE OR DISCONTINUE ANY USE OF THE SITE IMMEDIATELY.

BY JOINING THIS WEBSITE I AGREE NOT TO POST PICTURES OF HYLTON'S CASTING PROCESS, OR ANY PRODUCTIONS OR ON SET ACTIVIITIES. WHETHER I AM BOOKED ON ANY SHOWS OR NOT, I AGREE NOT TO USE ANY FORM OF SOCIAL MEDIA (PUBLIC OR PRIVATE) TO BROADCAST YOUR PERSONAL EXPERIENCES (OR THAT OF ANOTHER) OF ANY PRODUCTIONS, OR TAKE PHOTOGRAPHS OR VIDEO FOR ANY PUBLIC OR PROMOTIONAL PURPOSES. THERE SHALL BE ABSOLUTELY NO PHOTOGRAPHY OR VIDEO RECORDING ON SET. FAILURE TO ADHERE TO THESE RULES WILL IMMEDIATELY HAVE YOU BANNED FROM ALL FUTURE PRODUCTIONS. THIS SERVES AS A DISCLAIMER TO PROTECT INTELLECTUAL PROPERTIES INCLUDING BUT NOT LIMITED TO OPEN CALLS, EXTRAS CASTING AND MOTION PICTURES TELEVISION SHOW, FILM, MEDIA PROJECTS, COMMERCIALS, AND MUSIC VIDEOS.