



MovieMinds Privacy Notice

1 DEFINITIONS AND INTERPRETATION

- 1.1 **“Parent”** includes a guardian and an adult responsible for a minor or a person lacking capacity;
- 1.2 **“Privacy Policy”** means this Privacy Policy which forms part of the Terms and Conditions;
- 1.3 **“Ster-Kinekor”** means Ster-Kinekor Theatres, a division of Primedia (Pty) Ltd, Registration number 2005/044403/07;
- 1.4 **“Terms and Conditions”** means and includes the Privacy Policy, Website terms of use, online and offline ticket terms governing each interaction and engagement between you and Ster-Kinekor;
- 1.5 **“our website” or “Site”** means www.sterkinekor.com and includes the site www.sterkinekor.mobi.

2 PRIVACY POLICY

Ster-Kinekor truly believes in ensuring that your privacy is protected. Ster-Kinekor understands and appreciates your concern about your privacy and about the confidentiality and security of information we may collect about you. To demonstrate our firm commitment to your right to privacy we have created this Privacy Policy. The purpose of this policy is to explain to you how we gather information, how we use any information that you may provide to us, how you can instruct us if you prefer to limit the use of that information and procedures that we have in place to safeguard your privacy. By accessing and using our site, you agree to this Privacy Policy. Please see our **DEFINITIONS** section if you are uncertain of the meaning of certain defined terms.

2.1 Personal Information

- 2.1.1 Personal information refers to all information about you as an identifiable individual, such as (but not limited to) your name, identity number, address, contact details, age, gender, personal views and preferences.

2.2 Personal Information and Use thereof

- 2.2.1 We use any details you provide to us to serve you better and constantly provide you with quality, personalised services. The more we know about what you like, where you prefer to watch your movies, and who you are, the more we can enhance your movie experience.
- 2.2.2 Ster-Kinekor will be in possession of private and personal information provided by you voluntarily and information passively collected by us.
- 2.2.3 Personal Information provided by you:
 - 2.2.3.1 You do not need to provide us with your personal information in order to



view our website. However, in order to register for and use certain services offered by Ster-Kinekor from time to time you may be required to choose a user name and a password and we may request you to provide us with further relevant personal information. Ster-Kinekor will use such information to provide the services to you. The type of personal information we collect about you will depend on what services you use.

- 2.2.3.2 When you purchase a ticket from Ster-Kinekor via our website we may request your name, e-mail address, telephone number, payment information (such as credit card details) and club card details in order to process your booking and to send you service related e-mails related to such booking;
- 2.2.3.3 When you enter a competition or other promotional feature, we will require your name, telephone number, postal address and/or e-mail address so that we can notify you if you have won. We may require your physical address to deliver any prizes you win alternatively ascertain the nearest Ster-Kinekor theatre where the prize may be collected;
- 2.2.3.4 When utilising a personal profile page on our website, you will be required to register with us. We may require your name, contact details, e-mail address, club details and password to open the account. Once your account has been enabled, you will be able to enter, update, correct and/or remove your personal information and preferences at any time. This will ensure that your personal information is accurate and up-to-date. To help maintain your privacy, you should never share your password with anyone. Your account is only for personal use. It is not to be assigned, transferred or licensed so as to be used by any other person/entity.
- 2.2.3.5 We may request you to give us your name, identity number, address, contact details, age, gender, personal views and preferences through surveys and mailer registration. The information is used to enhance user experience so we can be more content specific and personal in our mailers and other communication to you. We will communicate a mailer to you regularly containing information including upcoming attractions, film reviews and information about special features of our website or any other service or products which we think may be of interest to you as well as inform you about promotions or special offers that may be running, or any additions to our website if you have subscribed to receive such communication from us. If at any time you decide you would rather not receive this information, please amend this in your profile page or utilise the “unsubscribe” option available at the end of every communication.
- 2.2.3.6 Where we collect information for an on-line money transaction we will not hold your private bank account details for longer than it takes us to verify the transaction. Under no circumstances will your credit card or any other money account information be kept on our system for an extended time.
- 2.2.3.7 Ster-Kinekor may, itself or through a third party also use such information for internal purposes including but not limited to:
 - 2.2.3.7.1 maintaining and updating our customer databases;



2.2.3.7.2 establishing and verifying your identity; and

2.2.3.7.3 marketing, product research, market research and development purposes.

2.2.4 Personal information collected by us:

2.2.4.1 We use cookies to improve your browsing and interaction with Ster-Kinekor. Cookies are small pieces of information that are transferred by our computer server to your computer hard drive via your web browser when you visit our website. On revisiting the website, our computer server will recognise the cookies, giving us information about your last visit and facilitating your access and use of our website, thereby improving our services to you. Cookies may also be used to compile aggregate information about areas of our website that are most frequently visited. This information can be used to enhance the content of our website and make your use of it easier. We do not monitor which pages you looked at while visiting our website. Cookies cannot harm your computer or carry viruses. Please note that you may disable the use of cookies at any time by configuring your browser accordingly. You can also delete cookies from your hard drive at any time. If you disable the use of cookies, delete cookies or if you ask for notification each time a cookie is being sent, your ease of use of our website may be affected.

2.2.4.2 Third Party Cookies: In the course of serving advertisements to this site, our third-party advertiser may place or recognise a unique cookie on your browser. This third party advertiser may use information (not including your name, address, email address or telephone number) about your visits to our website and other websites in order to provide advertisements about goods and services of interest to you.

2.2.4.3 Every time you connect to our website we store web server logs which show your IP address (the unique number which your machine uses when it is connected to the Internet); what you looked at; whether the page request was successful or not, and which browser you used to view the pages. The use of this data is strictly for statistical purposes and personalisation purposes only. This helps us understand which areas of the site are of particular interest and also which pages are not being requested. It also tells us how many hits and page requests we get. The information collected in this way is only used in aggregate and anonymous form rather and is not linked to identifiable individuals.

2.2.4.4 Site Monitoring - We monitor general customer behaviour patterns on our website to help us better tailor Ster-Kinekor offerings to your needs.

2.3 Consent

2.3.1 By using this website, interacting with Ster-Kinekor in any manner and submitting your personal information you consent to the following:

2.3.1.1 Ster-Kinekor may collect, use and store your personal information to establish and verify your identity, communicate with you from time to time, maintain and update our customer databases, greet you when you access the website, provide you with value added services, customise the



Ster-Kinekor website to your preference and/or any other purpose as detailed in this Privacy Policy.

- 2.3.1.2 Ster-Kinekor may use your information for non-personal statistical purposes;
- 2.3.1.3 Ster-Kinekor retains the copyright in databases of personal information of users;
- 2.3.1.4 Ster-Kinekor may share your information only with third party service providers under strictest confidence;
- 2.3.1.5 Your personal information may be retained and held by Ster-Kinekor or by any third party company which processes it on our behalf.
- 2.3.1.6 Your personal information will never be sold.

2.4 Storage of Personal Information and Security

- 2.4.1 Ster-Kinekor takes every reasonable precaution to prevent unauthorised access and to prevent the loss, misuse or alteration of your personal information.
- 2.4.2 Personal information collected by Ster-Kinekor is stored in a secure database in proprietary data format. This information can only be read using proprietary tools. Any online data that is collected is stored in a Microsoft SQL database. This database is protected and secured and is unreachable by the Internet. Only those authorised to perform normal daily tasks such as updating addresses have access to the database.
- 2.4.3 We take certain details on payment of tickets only to enable a secure transaction via your banking institution. We have employed the very latest security and encryption technology to protect you and your card information. Where you are asked to provide your payment information when purchasing, that information is encrypted and protected with the best encryption software in the industry - SSL (Secure Socket Layer). Furthermore, your payment information is never stored on our servers.
- 2.4.4 To register with us you may be required to choose a user name and a password and perhaps your identity number. You are responsible for keeping your user name and password secret. You may be required to enter your username and password every time you want to use the services on our Site. Ster-Kinekor will not be held liable for any loss or damage suffered or liability incurred arising from your failure to keep your details (such as user name, passwords and identity number) secure or from you permitting anyone else to use your account with us and you indemnify Ster-Kinekor and hold us harmless in this regard. You accept that you will be personally liable for all transactions concluded on your account.
- 2.4.5 Notwithstanding the aforementioned, you acknowledge that internet communications and transactions are not 100% secure or error free and information may not be secure in transit from you to our website, although we will do our best to protect your personal information. Any transmission of information is therefore your own risk.



2.5 Accuracy of, updating, verifying and deleting your Personal Information

- 2.5.1 It is your duty to ensure that the personal information you provide is accurate and complete.
- 2.5.2 Ster-Kinekor will endeavour to correctly capture all personal information provided by you.
- 2.5.3 If you have registered with us and you are a member of our Ster-Kinekor movie club, you can amend as well as ensure that your personal information is accurate, current and complete, by:
 - 2.5.3.1 logging in and checking your profile at www.sterkinekor.com/myprofile
 - 2.5.3.2 calling the customer care line on 082 16789 (VAS rates apply).

2.6 Disclosure and Use of your Personal Information

- 2.6.1 Ster-Kinekor will not use or disclose your personal information for commercial gain or otherwise other than in the manner permitted in this Privacy Policy.
- 2.6.2 You agree that Ster-Kinekor may disclose your personal information:
 - 2.6.2.1 to Ster-Kinekor's affiliates;
 - 2.6.2.2 to our professional advisors and such other parties as we consider necessary in the administration of our business (including financial decisions), customer profile research or if required to disclose such information by law. These companies require access to your personal information to perform their functions and not for any other purposes;
 - 2.6.2.3 to any third party who acquires all, or substantially all, of the assets or shares in Ster-Kinekor and/or Primedia, any of Ster-Kinekor's affiliates, whether by sale, merger, acquisition or otherwise;
 - 2.6.2.4 in good faith to governmental agencies, exchanges and other regulatory or self-regulatory bodies if Ster-Kinekor is required to do so by law or if Ster-Kinekor believes that such action is necessary to –
 - 2.6.2.4.1 comply with the law or with any legal process;
 - 2.6.2.4.2 enforce or apply our terms and conditions;
 - 2.6.2.4.3 protect and defend the rights, property or safety of Ster-Kinekor, its affiliates or our customers;
 - 2.6.2.4.4 assist in any investigation of or to prevent fraud, intellectual property infringements, or other activity that is illegal or may expose Ster-Kinekor to legal liability;
 - 2.6.2.4.5 prevent or deal with fraud or the abuse, misuse or unauthorised use of our website; and/or
 - 2.6.2.4.6 protect the personal safety or property of our customers or the public (if you provide false or deceptive information about yourself or misrepresent yourself as being someone else, we will disclose such information to the appropriate regulatory bodies and commercial entities).
- 2.6.3 Ster-Kinekor reserves the right to use your personal information to compile profiles for statistical purposes and may share this non-personal, non-individual information in aggregate form with reputable third parties for business purposes,



for example with advertisers on our website or business associates and partners. This does not involve disclosing any personal information which can identify you individually.

2.7 Communication

2.7.1 Subscribing to communication from Ster-Kinekor

2.7.1.1 We will only communicate with you if you have subscribed to receive mailers and other communication from Ster-Kinekor or it is necessary to contact you.

2.7.1.2 If you have subscribed to receive mailers and other communication from Ster-Kinekor, we will communicate these to you via the channel(s) you have elected.

2.7.1.3 Although Ster-Kinekor will use best endeavours to communicate with you during business hours, by subscribing to receive mailers and other communication from Ster-Kinekor, you agree that you may receive these at any time of the day or night, specifically, you agree that we may communicate with you on:

2.7.1.3.1 Sundays and/or public holidays contemplated in the Public Holidays Act, 1994 (Act No. 36 of 1994);

2.7.1.3.2 Saturdays before 09h00 and after 12h00; and

2.7.1.3.3 all other days between the hours of 19h00 and 08h00 the following day.

2.7.1.4 You hereby confirm that as on the date of subscribing to our mailers and other communication, you have not registered yourself on any registry in which you have registered a pre-emptive block, either generally or for specific purposes, against any communication that is primarily for the purpose of direct marketing. In the event, that you have registered yourself on such a registry, you hereby confirm that you do not have any objection to receiving mailers and or other communication (promotional or otherwise) which you have subscribed to from Ster-Kinekor.

2.7.2 Unsubscribing to communication from Ster-Kinekor

2.7.2.1 If at any time you decide you would rather not receive the mailer and/or other communication from Ster-Kinekor, please amend this in your profile page or utilise the “unsubscribe” option available at the end of every communication.

2.7.2.2 If you have received communication in error, please inform us as soon as possible on our customer care line 082 16789 (Standard rates apply- free minutes do not apply) so that we can correct the error and prevent any further inconvenience to you.



2.7.3 Mobile Devices/Third Party Fees

- 2.7.3.1 From time to time, Ster-Kinekor may deploy mobile marketing campaigns and may allow you to register for services that involve messages and/or e-mails being sent to your mobile device. You are responsible for obtaining access to the mobile device services and that access may involve third-party fees, including mobile carrier, text messaging, or airtime charges. You are solely responsible for those fees, including any and all fees associated with the delivery of the messages, e-mails or other materials to your mobile device. Please consult your mobile service provider's pricing plan prior to registering for any such service to determine the charges for sending and receiving text messages from/to your mobile device. You will be given the opportunity to opt-out of receiving text messages or emails to your mobile device at the time you register and with each message or email you receive.
- 2.7.3.2 Mobile marketing campaigns may involve your sending an e-mail or sms from your mobile device to Ster-Kinekor or a third-party campaign operator. An e-mail or other response will then be sent to your mobile device. Opting to participate in a campaign is your choice. When you engage in these mobile marketing campaigns, Ster-Kinekor and the third-party campaign operator collect your cell phone number, the name of your wireless service provider, images that you send using your cell phone as part of the campaign, and other relevant information.

2.8 **Linking to Third Parties**

- 2.8.1 Ster-Kinekor's website may contain advertising and links to third party websites.
- 2.8.2 Please note that we are not responsible and cannot be held liable for the privacy practices of third party websites or the manner in which they use cookies. Please visit the privacy policies of these third party sites in order to understand their privacy and information collection practices. These sites are not under our control and therefore are not covered by our Privacy Policy.

2.9 **Minors and Persons lacking Capacity – A Note to Parents**

- 2.9.1 Ster-Kinekor cares about the safety of children. Ster-Kinekor encourages parents to talk to their children about the use of the Internet as well as information they disclose to websites and in any other manner.
- 2.9.2 Children of any age should always ask a parent for permission before sending personal information to us or to anyone online or otherwise.
- 2.9.3 No information should be disclosed, submitted to or posted on our website by minors or persons lacking capacity without the consent of their parent.
- 2.9.4 Parents are responsible for supervising their children's online activities and should consider using parental control tools available from online services and software manufacturers which help provide a child-friendly online environment. These tools can also prevent children from disclosing their name, address and other personal information online without parental permission.



- 2.9.5 Ster-Kinekor shall use its reasonable endeavours, whenever possible, to ensure that personal information about or obtained from a minor will not be used for commercial or trade purposes.
- 2.9.6 Ster-Kinekor shall use reasonable endeavours to ensure that personal information is not provided by or collected from minors without the prior consent of their parent however, Ster-Kinekor cannot be held liable for any such personal information being provided or collected.

2.10 Arbitration

- 2.10.1 If there is a dispute between you and Ster-Kinekor regarding the interpretation or application of this Privacy Policy which dispute you would like to pursue and cannot be resolved between us, then you must refer the dispute to arbitration in terms of the expedited rules of the Arbitration Foundation of South Africa (“AFSA”) which may be downloaded from their website <http://www.arbitration.co.za>.
- 2.10.2 Such arbitration proceedings must be conducted in Johannesburg in English.
- 2.10.3 The arbitration ruling will be final and binding and the unsuccessful party will pay the costs of the successful party on an attorney and own client scale.

2.11 Legal and Disclaimer

- 2.11.1 Ster-Kinekor shall not be liable for any incidental, consequential or punitive damages relating to this Privacy Policy.
- 2.11.2 This Privacy Policy shall be governed by the laws of the Republic of South Africa.
- 2.11.3 You consent to the jurisdiction of the South African courts for any dispute which may arise out of this Privacy Policy.

2.12 Notice

- 2.12.1 We reserve the right, in our sole discretion, to amend this Privacy Policy from time to time, in which case the amended Privacy Policy will supersede and replace any previous policies with effect from the date on which it is posted on this website. We will give you notice of any changes prior to their implementation wherever possible. You will be bound by the Privacy Policy posted on this website each time you access and/or use this website and interact or engage with Ster-Kinekor. Please visit this Privacy Policy on a regular basis to familiarise yourself with the latest version.
- 2.12.2 Please note that in the event of corporate re-organisation we may transfer your personal information to another entity. In the event that this occurs, your personal information will remain under the same Privacy Policy.
- 2.12.3 In addition to this Privacy Policy, there may also be specific and additional privacy provisions, which apply to our collection and use of your personal information e.g. information provided when entering a competition, subscribing to our mailer, or participating in a survey. If there is any inconsistency between this Privacy Policy and those specific and additional provisions, the specific and additional provisions will prevail.
- 2.12.4 This Privacy Policy forms part of the Ster-Kinekor terms and conditions.



2.13 General

- 2.13.1 Ster-Kinekor welcomes your queries, suggestions or comments regarding our Privacy Policy and the use of your personal information. Please feel free to call our Customer Care line 082 16789.

2.14 Liability and Indemnity

- 2.14.1 Ster-Kinekor Theatres, and/or each and any of its respective members, employees, contractors, sub-contractors, agents, workmen or representatives (hereinafter referred to as “**the Company**”) do not accept responsibility or liability for any damage, loss, daim, or other liability or expense of whatever kind or nature, whether for death, personal injury, loss, damage to property or otherwise, including but not limited to medical daims and legal expenses, regardless whether such injury, loss or damage results from the negligence or willful act of the Company or from any other cause whatsoever.
- 2.14.2 Any person entering these premises hereby indemnifies the Company against any claim arising from injury, loss or damage as aforementioned and from any cause whatsoever that may be instituted against the Company.
- 2.14.3 Any parent and/or guardian of a minor child bringing such child onto the premises will be deemed to have assisted such minor in indemnifying the Company against any damages daim resulting from the causes set out hereinbefore and/or any other cause whatsoever.
- 2.14.4 Customers accept and acknowledge that due to the nature of Ster-Kinekor’s business, the cinemas will not be properly lit during a performance. Further, walkways and stairways may not be lighted after the stated starting time of and during a performance. Customers hereby indemnify Ster-Kinekor for any injury or loss resulting from their failure to be seated prior to the stated starting time of a performance and for their failure to remain seated for the duration of a performance.
- 2.14.5 Save where no specific allocation is made, customers must ensure that they sit in the seats that have been allocated to them. If a customer refuses to sit in his or her allocated seat, Ster-Kinekor management will be entitled to insist that the customer leave the performance without liability on the part of Ster-Kinekor.



2.15 Customer Data Protection by Vision Critical

<p>What security controls are in place to keep individual client systems and data separate from other client data?</p>	<p>Each customer database is separate from other customer databases. All customers have their own database logins. All customers have their own separate windows user accounts.</p>
<p>How is sensitive data, including PII/PHI, protected?</p>	<p>The main role of the system is to collect, manage and protect (from access and tampering) Client and Respondent Assets. A list of Assets is outlined below, incl. considerations for the Storage of the Assets, in decreasing order of the perceived value as attack target:</p> <ul style="list-style-type: none"> a) Collection of bulk personal information (lists) associated with Panelists (per Client): stored in the database, access restricted per Client to only authorized representatives of the Client. b) Consolidated Market Research Information collected from Panels: stored in the database c) Format, content and structure of specific Studies (individually or in combination), which can be used to infer Market and Market Research strategy: stored in the database and a collection of Study Logic scripts d) Individual Respondent personal information (Respondent Asset), which could be used for hijacking potential incentives associated with Studies: stored in the database e) To restrict access to all Client Assets, per Client, to only authorized representatives of the Client and authorized Vision Critical personnel. f) To restrict access to Respondent Assets to the Respondent and –where allowed– to authorized Vision Critical personnel. g) Where allowed, to permit access to Respondent Assets associated with specific Studies or Panels of specific Clients to only authorized representatives of the Client and authorized Vision Critical personnel.



<p><i>Is sensitive data, including PII/PHI, encrypted both in transit and in storage? If so, please describe key management practices and the encryption algorithms used (e.g. SSL, 3DES, AES).</i></p>	<p><i>Vision Critical uses strong encryption technologies to help safeguard corporate and client data. All data transfers and work on Vision Critical software is handled through HTTP connections over SSLv3 128bit key strength. Database objects are also encrypted at rest using AES 256bit ciphers. In addition to encryption, Vision Critical also ensure all servers and applications are tested for security vulnerabilities before going into production.</i></p> <ul style="list-style-type: none"><i>a) Study verbatim questions can be marked as private. The panelist responses to these questions will be encrypted in the database using AES 256bit.</i><i>b) The database connection information is encrypted using DPAPI</i><i>c) The panel windows user account impersonation information is encrypted using DPAPI</i><i>d) SSLv3 encryption is available for administration and panelist portals utilizing latest 128bit key strength</i><i>e) Data at rest is encrypted using AES 256bit key strength</i>
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