

**Privacy Policy Effective Date: May 1, 2013**

**REGENCY THEATRES - PRIVACY POLICY FOR MOBILE APPLICATIONS  
For Regency Theatres Mobile App Version 1**

Regency Theatres, Inc. (“Regency”, “we”, “us” or “our”) is strongly committed to protecting the privacy of your personal information. This Privacy Policy is applicable to mobile applications (however accessed and/or used), whether via personal computers, mobile devices or otherwise, and other interactive features, applications or downloads available through mobile devices that are provided or operated by us or on our behalf (each, an “Application”). This Privacy Policy applies to the specific Application you are using. Regency has established this Privacy Policy to let you know the kinds of information (including any personally identifiable information and non-personally identifiable information) we may gather during your use of our Application, why we gather your information, what we use your information for, when we might disclose your information, and how you can manage your information.

Please be advised that the practices described in this Privacy Policy apply only to information gathered through the Application you are using. It does not apply to information that you may submit to us offline, or to our websites like [www.regencymovies.com](http://www.regencymovies.com), or to websites maintained by other companies or organizations to which we may link (such as Facebook).

**By using the Application, you are accepting the practices described in this Privacy Policy. If you do not agree to the terms of this Privacy Policy, please do not use this Application. We reserve the right to modify or amend the terms of our Privacy Policy from time to time. Your continued use of our Application following the posting of changes to this Privacy Policy means you accept those changes. If we materially change any of our privacy policies or practices, we will post a prominent notice that we have updated the Privacy Policy.**

If you would like to communicate with us about this Privacy Policy or Regency’s collection and use of your information, to review or correct any personally identifiable information you provide Regency through the Application, to opt-out of receiving some or all communications, or to otherwise change your preferences for how we use your User Information, please contact us as follows: Regency Theatres, Inc., email: [info@regencymovies.com](mailto:info@regencymovies.com); telephone (818) 224-3825.

**1. Controllers of Information; Scope of this Privacy Policy**

Any User Information provided to or to be gathered by Regency through the Application is controlled primarily by Regency or its agents.

Note that the Application may allow you to link to web sites operated by Regency (such as [www.regencymovies.com](http://www.regencymovies.com)). When you link to such Regency web sites, you are leaving the Application and will be subject to the Terms of Use and Privacy Policy that govern any such web sites. In particular, if you enter any personal information about yourself at [www.regencymovies.com](http://www.regencymovies.com) or any other Regency web site, Regency’s use of such personal information will be governed by the Privacy Policy posted at such web site.

The Application may also link to web sites and other services operated by third-parties (including our advertising partners, other affiliates, licensors, or business partners), and may carry advertisements or offer other services developed and maintained by third parties. This Privacy Policy does not describe the privacy practices of our advertising partners, licensors, or business partners even when you link to their websites through this Application or provide them information through other means. Your linking from the Application to other web sites or providing personal information to other companies through written or telephone communications, including but not limited to other web sites, instant messaging, or any other communication device or channel, is at your own risk and is not governed by this Privacy Policy, even where those other websites or companies’ offline communications are co-branded with the Regency logo. We are not responsible for the privacy practices of any such third parties, and once you leave the Application via a link, enable a third-party service, share using social media functionality, or click any advertisement, you should check the applicable privacy policy of the third-party site. We recommend that you always check the applicable privacy statement of non-Regency web sites and companies requesting information before providing any personally identifiable information.

## **2. What Information About Me Is Collected and Stored?**

There are two types of information collected by the Application: data automatically collected by the Application and any information you supplied by you (collectively the “User Information”). Some of the User Information may be personally identifiable to you and some of the User Information will not be personally identifiable to you.

### **a. User Information automatically collected by the Application**

You agree that Regency may collect and use technical data and related information, including but not limited to, technical information about your device, system and application software, and peripherals, that is gathered periodically to facilitate the provision of software updates, product support, and other services to you (if any) related to the Application.

When you use the Application, the Application may automatically collect and store some or all of the following information from your device (“Device Information”), including without limitation:

- Your phone number or other unique device identifier assigned to your mobile device
- The IP address of your mobile device
- Your mobile operating system
- The type of mobile Internet browsers you are using
- Information about how you interact with the Application and any Regency sites to which the Application links, such as how many times you use a specific part of the Application over a given time period, the amount of time you spend using the Application, how often you use the Application, actions you take in the Application and how you engage with the Application
- Information to allow us to personalize the services and content available through the Application
- Your geolocation

**Use of Information:** We may use information automatically collected by the Application (including the Device Information) in the following ways:

- To operate and improve our Applications, sites, services, and tools
- To create aggregated information to determine which Application features are most popular and useful to users
- To prevent, discover and investigate violations of this Agreement
- To customize the content or services on the Application for you, or the communications sent to you through the Application (if any) – such as by detecting which Regency movie theatres are closest to you and delivering you movie times and other content based upon your proximity to closest movie theatres.
- To help make any ads you see on our ad-support services more relevant

### **b. User Supplied Information**

For purposes of your use of the Application and the services offered through the Application, the Application may also collect certain information about you (including personally identifiable information) that you knowingly supply to the Application such as the following (“User-Supplied Information”):

- First and last name
- Billing address for credit card
- Zip code
- Email address
- Information you choose to post about your location and activities
- Any content uploaded by you (if permitted by the Application)

### **c. Use of Cookies and Spyware**

We never use or install spyware on your mobile device, nor do we use spyware to retrieve information from your mobile device.

Like many Applications, we and our third-party service providers may use “cookies” “web beacons”, “embedded scripts” and a variety of other technologies (such as pixels and Adobe Flash technology including cookies), now and hereafter devised, that automatically collect certain Application usage information when you use or interact with the Application. These technologies may be comprised of small bits of data that often include an anonymous unique identifier. We use such cookies and other tracking technologies to track use of our Application and if required, maintain authentication with your account. We may also use cookies and other tracking technologies to monitor traffic or use of the Application, improve the Application and make it easier and/or relevant for your use. You may occasionally get cookies or other tracking devices from companies advertising on our behalf. We do not control these cookies or other tracking devices, and these cookies or other tracking devices are not subject to this cookie policy.

We may associate your unique device identifier or Application-usage information with any personally identifiable User Information you provide, but we will treat the combined information as personally identifiable information.

### **3. How Do We Use and Disclose Your User Information?**

We will not use your User Information in a manner different from what is described in this Privacy Policy without your permission. Except as disclosed in this Privacy Policy, we do not use or disclose information about your use of our Application or your personally identifiable information collected by us to any companies who are not affiliated or partnered with us unless you have chosen to receive specific information and the fulfilment of such a request requires the sharing of your personally identifiable User Information.

We use the User Information to help us personalize and continually improve your experience on the Application. We use User Information to communicate with you about our products and services, promotional offers, to update our records and generally maintain any user account you have with us and relationships with us. We also may use User Information to improve our Application, prevent or detect fraud or abuses of the Application or our web sites, and, as described below, enable third parties to carry out technical, logistical, or other functions on our behalf.

#### **a. To Provide and Manage the Application**

We may use the User Information to provide the Application’s functionality and services, including to measure and improve the Application and its features, to personalize your experience by delivering relevant content, advertising and marketing messages, and to respond to inquiries. We may use aggregated or anonymous data about use of and activity in the Application to assist us in this regard, and the use and disclose of such aggregate or anonymous data is not subject to this Privacy Policy.

#### **b. Promotional Purposes**

We may periodically send you promotional emails, materials or notifications about our products and services to the email address you provide to us for purposes of a transaction or at account registration (if applicable) or otherwise in the Application or to your account (if applicable). If you want to stop receiving promotional emails or messages from us, you can follow the instructions at the bottom of each email or message or write to us at the email address provided in below in this Privacy Policy.

The Application allows you to subscribe to our e-mail newsletter. However, to opt-out of receiving the e-mail newsletter, you need to follow the unsubscribe instructions at the bottom of the newsletter emails.

The Application may also send you offers or other messages through push notifications. You may not stop the sending of such push notifications, but you can stop receiving alerts of such push notifications by changing the settings on your Device.

#### **c. Customer Service and Feedback**

We may use your User Information to prepare reports, recommendations and provide services at your request, provide customer service and support, track your compliance with the Application's rules and regulations or for editorial and feedback purposes (to the extent that is explained when you provide the information).

**d. Use of Anonymous Information**

We use anonymous User Information to help us determine how people use parts of the Application and who our users are so we can improve our Application and ensure that it is as appealing as we can make it for as many people as possible. We may also use anonymous User Information to provide statistical "ratings" information in aggregated form to our partners and other third parties about how our users collectively use the Application. We may also use or share anonymous User Information in any other manner that we deem appropriate or necessary.

**e. Disclosure to Third-Party Agents in Connection with the Application**

Within Regency, we may share your User Information with employees of Regency or our affiliates, as well as third-party agents and contractors who have a legitimate business reason to obtain access to your User Information (including personally identifiable information) in connection with their role in helping us manage or provide the Application. We occasionally have third-party agents, subsidiaries, affiliates and partners that perform functions on our behalf and help us manage or provide the Application - such as marketing, Application development and testing, analytics, credit-card processing, providing customer service, fraud protection, etc. These entities may have access to User Information needed to perform their functions.

**f. Disclosure to Business and Advertising Partners**

We may share your User Information with our business partners and advertising for the purpose of marketing, co-sponsorship, and administrative purposes.

**g. Disclosure for Legal Needs and Emergency Situations**

We may also use or disclose User Information if required to do so by law or in the good-faith belief that such action is necessary to (a) conform to applicable law or comply with legal process served on us or with respect to the Application; (b) protect and defend our rights or property, the Application or our users, (c) to protect against fraud or for risk management purposes, and (d) act under emergency circumstances to protect the personal safety of us, our affiliates, agents, or the users of the Application or the public.

**h. Disclosure in Connection with Corporate Transactions**

In the future, we may acquire or sell assets, and companies may acquire financial interests in us. In connection with those transactions, User Information may be among the transferred business assets, and we may disclose your User Information to any company in connection with a proposed or actual sale, merger, transfer, or exchange of all or a portion of a business or operating unit. Any such disclosure will be conditioned on that company agreeing to use the data prior to any acquisition solely for the purpose of making its acquisition decision and to observe the relevant provisions of our Privacy Policy with respect to the data. In the event that User Information is transferred to a company acquiring assets from us, we will require that company to agree to observe the relevant provisions of our Privacy Policy with respect to your User Information (including any choices that you have made under our Privacy Policy to limit the use of your data).

**4. Security; Transfer of Data Collected**

The information the Application collects may be stored locally on your device and may be transmitted to our (or our agents') servers in the United States. Regency will have access to your User Information or your User Information will be transferred to the servers of Regency or Regency's agents in any of the following circumstances:

- The Application may require you and each of your authorized users to register for a personal account accessible through a confidential password and user name that you select. If there is account registration, Regency will collect and store this registration data.
- Your other User-Supplied Information will be transferred to servers of Regency or its agents in order to accomplish other functions as permitted by this Privacy Policy.
- If collected and stored, geolocation history and other Device Information generated by the Application are stored on the servers of Regency or its agents.
- Regency may also access certain data from the Application, including without limitation the User Supplied Information and Device Information, for statistical analysis. All such data has been anonymized prior to our collection and storage.
- Registration may be required and personally identifiable User Information may also be collected if there is content from the Application that you specifically and knowingly upload to an online community, website or to the public, e.g. uploaded photos, posted messages. This uploaded content will also be subject to the privacy policy of the platform to which you upload the content.

The transmission of information over wireless and wired networks is not inherently secure. Regency uses many tools to help protect any personally identifiable User Information against unauthorized access and disclosure however we do not guarantee, and you should not expect, that your personal information or private communications will always remain private when using this Application.

#### **5. How Long Do We Keep Your User Information?**

The Application may keep some or all of your User Information for so long as you keep the Application on your device. Regency may keep your User Information thereafter as reasonably necessary for its business purposes.

If you ask us to stop using the personally identifiable information you provided via the Application, we will honor that request while retaining any record of your personally identifiable User Information that is necessary to comply with applicable federal, state, or local law.

#### **6. Is Information Collected From Children?**

This is not an Application directed to children under the age of 13, and we do not knowingly collect personal identifiable information from children under 13 years of age. If you are under 13 years of age, you should not use this Application, and under no circumstance should you provide personally identifiable information to us. If we discover that a child under the age of 13 has provided us with personally identifiable information, we will immediately delete that child's information from the Application.

#### **7. Your Obligations to Keep Your Access Rights Secure**

If the Application requires you to register or create an account in order to use it, you promise to: (a) provide true, accurate, current and complete information about yourself and your business as prompted by the Application's registration form, if any (such information being the "Registration Data") and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or Regency has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Regency has the right to suspend, terminate and/or refuse any and all current or future use of the Application (or any portion thereof) by you. You are entirely responsible for the security and confidentiality of your password and account. Furthermore, you are entirely responsible for any and all activities that occur under your account. You agree to immediately notify us of any unauthorized use of your account or any other breach of security of which you become aware. You are responsible for taking precautions and providing security measures best suited for your situation and intended use of the services and Application. Please note that anyone able to provide your personally identifiable User Information will be able access your account so you should take reasonable steps to protect this information.

#### **8. Public Areas**

Please remember that any information you share in public areas (if any), such as review sites or feedback sections, becomes public, and therefore this Privacy Policy does not apply to any information you choose to make public. Please be careful about what you disclose and do not post any personal information that you expect to keep private.

#### **9. Governing Law/Assignment**

The Application is published in the United States. We attempt to comply with local data-protection and consumer-rights laws to the extent they may apply to the Application. If you are uncertain whether this Privacy Policy conflicts with the applicable local privacy laws where you are located, you should not submit any personally identifiable information to us.

Regency may change its ownership or corporate organization while providing the Application and services. As a result, please be aware that we may transfer your information to another company that is affiliated with us or with which we have merged. Under such circumstances, Regency would to the extent possible require the acquiring party to follow the practices described in this Privacy Policy, as it may be amended from time to time.

#### **10. Notice to European and other Foreign Users**

Regency makes no representation that the Application is appropriate or available for use in locations outside the United States. However, if you are located within the European Union, you should be aware that your personal identifiable information will be transferred to the United States of America, the laws of which may be deemed by the European Union to have inadequate data protection. If you are located in a country outside the United States of America and voluntarily submit personally identifiable information to us, you thereby consent to the general use of such information as provided in this Privacy Policy and to the transfer of that information to, and/or storage of that information in, the United States of America.

#### **11. Contests and Sweepstakes**

The Application may offer you the opportunity to participate in contests, sweepstakes, and other promotions. Such contests, sweepstakes, and other promotions may be subject to separate privacy terms and conditions. In the event of any direct conflict between this Privacy Policy and the separate terms and conditions, the separate terms and conditions will control solely for the purposes of the contest, sweepstakes, or promotion to which they apply.

#### **12. Changes to This Privacy Policy**

Our Application will continue to develop and we may add new services and features to our Application. In the event that these additions affect our Privacy Policy, this document will be updated appropriately. If we materially change any of our privacy policies and practices, we will post a prominent notice that we have updated the Privacy Policy. We do, however, recommend that you read this Privacy Policy each time you use our Application in case you missed our notice of changes to the Privacy Policy.