

Participation and Confidentiality Agreement

The following Terms apply to your participation in Prime Video 4th Wall customer insights program (the “Program”) and to your receipt and use of Confidential Information.

Welcome to the Terms of Use and Participation and Confidentiality Agreement for the Amazon Prime Video 4th Wall customer insights program (the “Agreement”). These terms are between you and the entity providing the Amazon Prime Video service to you, which may be, depending on your location, Amazon.com Services LLC, Amazon Digital UK Limited or one of their affiliates (“Amazon”, “we” or “us”). Visit www.primevideo.com/ww-av-legal-home to identify the Amazon affiliate that provides the Amazon Prime Video service to you and other applicable terms based on your location. Your Amazon Prime Video service provider may change from time to time, with or without prior notice (unless required by applicable law). If you are located in the UK, European Union or Brazil, the Privacy Notice, the Cookies Notice and the Interest-Based Ads Notice are not part of your Agreement. The versions of these policies and notices applicable to you are available for your review to understand how we handle your personal information. Each time you visit, browse, or participate in the Program, you accept this Agreement.

- 1. Keep all information you receive or learn in connection with each study strictly confidential, even after the Confidential Information has launched.** Confidential Information includes all devices, features, software, applications, services, and any other information and materials you receive, obtain, or learn in connection with a study, regardless of how this information was disclosed to you (orally, in writing or otherwise) and whether or not identified as confidential at the time of disclosure. This includes without limitation, any and all specifications, descriptions, questions, plans, concepts, images, designs, prototypes, documentation and the existence of a study and these Terms. Without limiting the foregoing, you will (i) not take any photos, videos, or other notes or records of or about the Confidential Information, (ii) only use Confidential Information in ways that are specifically approved, (iii) not use or post any Confidential Information in or on any social media site, blog, forum, on the Internet or any other network, (iv) not disclose or discuss Confidential Information with unauthorized people (including co-workers, friends, or family), (v) notify us immediately if you know or have reason to believe there has been any unauthorized use or disclosure of Confidential Information, and (vi) destroy or promptly return to us any Confidential Information that you have in your possession at the end of your participation in a study. **Amazon takes confidentiality very seriously – if you disclose, intentionally or unintentionally, anything about Confidential Information, or violate the Terms below, you risk facing possible legal action.**
- 2. Give feedback through secure channels.** Provide feedback only through the web interface, designated email alias, or other mechanism designated by Amazon.
- 3. You agree to Amazon holding and accessing your personal information for research purposes up to 2 years from receipt.** This information includes, but is not limited to: (i) customer account information (including email address, preferred name, and Prime Video subscription status); (ii) demographic information (including date of birth, education, and gender); (iii) customer behavioral data (including device data, app usage, Prime Video service usage, and content viewing preferences); and (iv) survey and research activity responses (including question responses, image uploads, and videos)
- 4. You authorize Amazon to collect usage and/or biometric data and make voice, video, photographic and/or other audiovisual recordings (collectively, the “Recordings”) of you in connection with a study and/or your use of Confidential Information.** You understand that such recordings may be prompted or may occur automatically depending on the specific requirements or use cases being evaluated, and that such recordings may be made by the Confidential Information. You understand that such Recordings may include videos or photographs of you, audio recordings of all noises and sounds that you make and other personal information about you and your use of and interaction with the Confidential Information. We may also collect detailed log files and other information from the equipment used in a study (the “Log Data”). The Log Data may include personally identifiable information about you and your actions during a study, such as user information on any Amazon or third party services you use for or with the Confidential Information. Your use of any Amazon or third party services in connection with the Confidential Information is governed by each such service's specific terms of use. The “Recordings” and the “Log Data” are referred to both separately and collectively in this agreement as the “Study Data.”

5. **You understand that Amazon owns all Study Data and any other data collected by the Confidential Information, and Amazon may use any and all data collected in connection with your use of Confidential Information for any purpose, including but not limited to sharing such Study Data with third parties for the purpose of benchmarking, testing and/or further development of Amazon's products and services.**
6. **You understand and agree that Amazon may not be able to delete such voice, biometric, video, photographic and/or other audiovisual recordings of you after such Recordings are collected.** Amazon's processing and use of such data may take place locally on a device (where applicable) or remotely (i.e. on a remote server, or in cloud storage). Amazon may provide additional terms or guidance via written or oral communications, and you agree to comply with any such terms or guidance that Amazon may provide. Except as otherwise provided for in these Terms, Amazon will safeguard all recordings and related data in accordance with the Amazon.com [Privacy Notice](#) applicable to you.
7. **You agree that that Amazon does not provide any security guarantees about the collected data.**
8. **All Confidential Information must be returned to Amazon when no longer in use, upon request, or upon completion of a study, and all apps and other software related to Confidential Information must be deleted from your connected devices (for example, tablet, smartphone, or laptop computer) at the conclusion of a study.** Never give away or sell Confidential Information to anyone, even after the Confidential Information has launched.

YOU HEREBY RELEASE AND DISCHARGE AMAZON AND ITS EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, DIRECT AND INDIRECT SUBSIDIARIES, PARENTS, SUCCESSORS, ASSIGNS, LEGAL REPRESENTATIVES, AUTHORIZED DESIGNEES, AND ALL OTHER PERSONS ACTING UNDER THEIR PERMISSION AND AUTHORITY FROM ANY AND ALL LIABILITY FOR, AND PROMISE NOT TO SUE SUCH PARTIES FOR ANY LOSSES, COSTS OR DAMAGES OF ANY NATURE WHATSOEVER ARISING OUT OF USE OF THE STUDY DATA, INCLUDING FOR INVASION OF PRIVACY, LIBEL, RIGHTS OF PUBLICITY OR PRIVACY OR OTHER CIVIL RIGHTS.

CERTAIN JURISDICTIONS, INCLUDING JURISDICTIONS IN THE EUROPEAN UNION, DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

Compatible Devices. In order to participate in the Program, you will need to use a personal computer, or other device that meets the system and compatibility requirements that we establish from time to time (a "Compatible Device").

Information Provided to Amazon and Video Content Providers. We may provide certain information gained from your participation in the Program (including responses, feedback and suggestions), to video content providers, such as third parties offering subscription services through Prime Video Channels. We will provide this information in a manner that is not identifiable to you (unless you authorize sharing identifiable information with a specific video content provider)

Termination. We may terminate your access to or participation in the Program at our discretion without notice (except as may be required by applicable law). If you violate any of the terms of this Agreement, your rights under this Agreement will automatically terminate without notice, and Amazon may, in its discretion, immediately revoke your access to the Program. In such event, you must delete and destroy any and all copies of information (including all Confidential Information) provided to you by Amazon in connection with your participation in the Program.

Explicit Content. By participating in the Program, you may encounter content that may be offensive, indecent or objectionable; this content may or may not be identified as having explicit language or other attributes. Nevertheless, you agree to participate at your sole risk, and Amazon has no liability to you for any content. Content types, genres, categories, and descriptions are provided for convenience, and Amazon does not guarantee their accuracy.

Communications. We may communicate with you electronically, which may include e-mail, push notification, or posts to your Amazon Message Center, and you hereby consent to receive those communications in connection with your participation in the Program. These communications will be in accordance with the Amazon Privacy Notice of your Video Marketplace (noted [here](#)). To stop receiving communications from Amazon related to your participation in the Program, click the unsubscribe link in any of the emails we send you.

Contact Information. For communications concerning this Agreement, please write to Amazon at the applicable notice address listed [here](#).

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Severability. If any term or condition of this Agreement is deemed invalid, void, or for any reason unenforceable, that part will be deemed severable and will not affect the validity and enforceability of any remaining term or condition.

By choosing to participate in Prime Video 4th Wall, you agree to the terms and conditions of the Agreement.