

Last Updated: March 27, 2009

Go to Terms of Use Agreement

PRIVACY POLICY AND YOUR CALIFORNIA PRIVACY RIGHTS

This is the official privacy policy ("Privacy Policy") for spikeviewerzone.com ("Site," "we," "us," or "our"), an Internet website offered in cooperation or connection with the Spike television channel (the "SPIKE Channel"), and this Privacy Policy applies whether you are accessing the Site via a personal computer, a mobile device or any other technology or devices now known or hereafter developed or discovered (each, a "Device"). The Site is hosted and operated by Vision Critical Communications, Inc. ("VCCI") on behalf of SPIKE Digital Entertainment, Inc, which is a subsidiary of MTV Networks ("MTVN"), a division of Viacom International Inc. (together with MTVN, the "Parent Companies"). This Privacy Policy governs only the personally identifiable information ("Personal Information") collected by the Site and does not cover any such information collected in any other manner or for any other purpose, or for or by any other MTVN programming channel, MTVN's "Jobhunt" website, the Parent Companies and any subsidiaries and affiliates of the Parent Companies (collectively, "Affiliates"), or any other company, unless specifically stated.

Overview: This Privacy Policy is intended to explain our privacy practices and inform you as to:

- The kinds of Personal Information we collect from users of the Site and how that information is collected;
- How we use your Personal Information;
- The circumstances under which we disclose Personal Information to third parties;
- How you can access, update or delete any Personal Information collected about you by us; and
- The mechanisms we have implemented to protect your Personal Information.

This Site is offered and made available only to users 18 years of age or older who reside in the United States of America, its territories and possessions ("U.S."). If you are not yet 18 years old, or do not reside in the U.S., please discontinue using the Site immediately, or if, for any reason, you do not agree with this Privacy Policy, please do not participate in the features, activities and services that require you to provide your Personal Information. This Privacy Policy is a part of the terms and conditions which are set forth in our **Terms of Use Agreement**. Any terms that are not defined in this Privacy Policy shall have the meaning given in the Terms of Use Agreement. Both the Privacy Policy and Terms of Use Agreement are legally binding on all users.

We reserve the right to revise this Privacy Policy at any time by updating this posting without advance notice to you. Such revisions shall be effective to you immediately upon posting. Notice of material changes to either document will be posted on the Site's homepage and/or will be provided by e-mailing you or notifying you upon login about these changes; the form of such notice is at our discretion. However, we encourage you to check this Privacy Policy and Terms of Use Agreement often for updates.

We are committed to protecting users' privacy. Keeping the Personal Information you share with us on the Site secure and ensuring your understanding of how we collect, use, disclose and maintain your Personal Information is important to us. We maintain reasonable physical, electronic and procedural safeguards to protect your Personal Information and while no data transmission over the Internet is 100% secure from intrusion, we have used and will continue to use commercially reasonable efforts to ensure the protection of your Personal Information.

YOUR CALIFORNIA PRIVACY RIGHTS

If you are a resident of the State of California, under the California Civil Code, you have the right to request from companies conducting business in California a list of all third parties to which the company has disclosed Personal Information during the preceding year for direct marketing purposes. Alternatively, the law provides that if a company has a Privacy Policy that gives either an opt-out (which we may sometimes refer to as "unsubscribe") or opt-in choice for use of your Personal Information by third parties (such as advertisers or affiliated companies) for marketing purposes, the company may instead provide you with information on how to exercise your disclosure choice options.

This Site qualifies for the alternative option; it has a comprehensive Privacy Policy and provides you with details on how you may either opt-out or opt-in to the use of your Personal Information by third parties for direct marketing purposes. Therefore, we are not required to maintain or disclose a list of the third parties that received your Personal Information for marketing purposes during the preceding year.

If you are a California resident and request information about how to exercise your third party disclosure choices you must send a request to the following address with a preference on how our response to your request should be sent (email or postal mail). Send an email to the Privacy Administrator at spike-feedback@spike.com , or you may contact us via regular mail at:

Spike Digital Entertainment, Inc.
2600 colorado Avenue, 3rd Floor
Santa Monica, California 90404
Attn: Your California Privacy Rights

All requests sent via regular mail must be labeled "Your California Privacy Rights" on the envelope or post card and clearly stated on the actual request. For all requests, please include your name, street address, city, state, and zip code (your street address is optional if you wish to receive a response to your request via email. Please include your zip code for our own recordkeeping). **We will not accept requests via the telephone or by facsimile.** We are not responsible for notices that are not labeled or sent properly, or do not have complete information.

To all other users of this Site, if you have other questions about this Privacy Policy, please contact our Privacy Administrator at spike-feedback@spike.com or:

Spike Digital Entertainment, Inc.
2600 colorado Avenue, 3rd Floor
Santa Monica, California 90404
Attn: Your California Privacy Rights

GENERAL PRIVACY INFORMATION

The Site is designed and targeted to U.S. audiences and is governed by and operated in accordance with the laws of the U.S. We make no representation that this Site is operated in accordance with the laws or regulations of, or governed by, other nations. By your participation in our Site activities, you certify that you are at least 18 years of age. If you are located in the European Union or elsewhere outside of the U.S. and you participate in activities on this Site contrary to our policy that only U.S. residents are eligible, you do so at your own risk and initiative, and you, not us, are responsible for compliance with any applicable local

and national laws. Please be aware that any Personal Information you provide to us or we obtain as a result of your use of this Site will be transferred to the U.S. and subject to U.S. law. By using this Site, participating in any Site activities, and/or providing us with your Personal Information, you (i) consent to the transfers and processing of any Personal Information to and in the U.S., (ii) acknowledge that U.S. law provides a lower standard of protection for personal data than the laws of various countries including, but not limited to, the European Union and (iii) understand that we will deal with your Personal Information in accordance with this [Privacy Policy](#) and U.S. law. Consequently, you hereby waive any claims that may arise under the laws and regulations that apply to you in or of any other country or jurisdiction. All users of the Site are required to provide true, current, complete and accurate Personal Information when prompted and we will reject and delete any entry that we believe in good faith to be false, fraudulent, or inconsistent with this Privacy Policy.

Your continued use of the Site indicates your acceptance of this Privacy Policy and of the collection, use, disclosure, management and storage of your Personal Information as described below. We may from time to time, transfer or merge any Personal Information collected off-line to our online databases or store off-line information in an electronic format. We may also combine Personal Information we collect online with information available from other sources, including information received from our Affiliates, marketing companies, or Advertisers (as defined in the [Terms of Use Agreement](#)). This Privacy Policy covers all such Personal Information and will remain in full force and effect as long as you are a user of the Site, even if your use of or participation in any particular service, feature, function or promotional activity terminates, expires, ceases, is suspended or deactivated for any reason.

1. Collection and Use of Personal Information: When we use the term "[Personal Information](#)" we mean information such as your first/middle initial or name and last name, street address, town or city, state, zip code, telephone number, instant-messenger nickname, blog or other personal website URL, date of birth, e-mail address, gender, ethnicity and any other information that would allow someone to identify you or contact you. Personal Information also includes information about your personal preferences, survey responses and your transactions or relationship with us, if you have been a user of the Site or you have provided this type of information to any of the MTVN family of companies.

We use this Site to conduct market research. When you use the Site you will be asked to participate in surveys, quickpolls, discussion forums and online focus groups and discussion panels. When you participate in such activities, we collect Personal Information about you (regardless of which Device you use to access the Site). We also may collect Personal Information about you when you register to use the Site or participate in Promotions (as defined in the [Terms of Use Agreement](#)), or in the course of any other exchanges of information, transactions and activities.

a. Collection of Personal Information During Registration. To register as a member of the Site, you are required to select a user name and password (together, your "[User ID](#)"), and may be required to also provide other Personal Information, such as your email address, first and last name, gender, date of birth, country and zip code. Additional Personal Information may be requested during the registration process (but not required), such as cable/satellite provider, ethnic information, and annual income. We will allow you to change the password portion of your User ID, as well as certain other Personal Information you have given us in order to keep your information current, but once you select a user name you will not be able to change that user name provided to us during registration and which is associated with your User ID. Among other things, these kinds of information help us securely identify you as a registered or permitted user of the Site and our features and functions. You will not be able to change your date of birth without sufficient verification.

As a registered user of the Site, from time to time, we may also provide you with certain options to subscribe to a selection of free email newsletters and other periodic information. You may select such options by opting-in at the time of registration or by responding to an offer or invitation at a later date. You will also have the right to opt-out (unsubscribe) or change your preferences at any time by logging in with your User ID and changing the settings in your account. You may also opt-out to particular email communications by responding to that email and using the "unsubscribe" or opt-out procedure included in that communication.

If you are a registered user, you acknowledge, understand and hereby agree that you are giving us your consent to track your activities and your use of the Site in connection with your registration. You also agree to this Privacy Policy and the Terms of Use Agreement.

b. Collection of Personal Information During Registration or In Connection with Certain Features and Functions. During registration (and possibly at certain other times to enable your use of other features or functions or for security purposes), you will be required to provide us with certain information about you in order for us to personalize and allow you to use the features and functions that we may offer on the Site, such as chat rooms, message boards, electronic mail services, messaging services, registration and member profile pages.

c. Collection of Personal Information in Connection with Promotions such as Contests and Sweepstakes. Registration as a member of the Site is not always required to enter Promotions such as contests and sweepstakes. There may be a separate registration process which will require the submission of all or some of the following: your first and last name, street address, city, state and zip code, email address, telephone number and date of birth. Additional Personal Information may be requested depending on the specific Promotion, but submission of such information may be optional. The Promotion's entry page and/or Rules will provide the specific requirements. You may also have the opportunity to opt-in to special Promotions or offers from our Advertisers in connection with many of these types of Promotions.

d. Use of Personal Information in Connection with Promotions and Offers; Opt-out Procedures. We, or our Affiliates, may contact the Site's registered users or other users that have registered for or participated in various Site events, Promotions, or transactions, or we may send offers for the purchase of goods and/or services that may be of interest to users.

You may "opt out" of receiving marketing and promotional e-mails or text messages from us at any time by going to the Site's home page, clicking the "Your Account" link, to (1) un-register your account, or (2) change or edit your preferences. You may also use the opt-out mechanism that is contained in an email or text message. However, we, or our Affiliates, may continue to contact you via email for administrative or informational purposes, including follow-up messages regarding the administration of your account, any services, features or functions you have enrolled in or registered to use, any Promotions you have participated in or have entered, goods and/or services or Products you have ordered, or other transactions you have undertaken with the Site.

In the event that we, or our Affiliates, unknowingly sends an email or text message to a child (a person under the age of 18) who has registered with the Site or its features in violation of the Site's **Terms of Use Agreement**, the child or the child's parent or legal guardian always has the right to unsubscribe (opt-out) from receiving future

emails or text messages via the unsubscribe mechanism contained in the email or message, or to request termination of the child's registration and status as a registered user with the Site. The same unsubscribe process is available to a parent or legal guardian of a minor (a person under the age of 18, or the age of majority in your state). Please see the "[Review, Update, or Delete Your Personal Information](#)" Section below for details.

e. Sharing of Aggregate Information with Third Parties. Some of the aggregate user data we collect may be shared with Advertisers, our Affiliates, and other business partners of the Site (such as third party servers), its Parent Companies, and/or its Affiliates, but we do not give any Personal Information to them as part of the relationship except as described in this Privacy Policy. Use of their tracking technology is subject to their own privacy policies.

f. Use of Communities. If you use any of the Communities features and functions made available on or through the Site, please remember that any information disclosed in these venues is automatically made public to other users of the Site. You should exercise caution when disclosing any Personal Information in the Communities, as you do not know who will access and use your Personal Information or for what purposes. MTVN is in no way responsible for the accuracy, use, or misuse of any information, including Personal Information, that you disclose or receive through these venues and you should assume that any disclosure you do make in these venues will be available publicly, even without your knowledge or authorization.

2. Accuracy and Confidentiality: It is your responsibility to give us current, complete, truthful and accurate information, including Personal Information, and to keep such information up to date. **We cannot and will not be responsible for any problems or liability that may arise if you do not give us accurate, truthful or complete information or Personal Information or you fail to update such information or Personal Information.**

You are solely responsible for maintaining the strict confidentiality of your User ID, if applicable, and for any charges, costs, expenses, damages, liabilities and losses we incur or may suffer as a result of your failure to do so. You, and not us, are solely responsible and liable for your activity, behavior, use and conduct on the Site and for any use of the Site or any other activity or conduct in connection with the Site by any others who use your User ID, unless and until you notify us that your User ID may have been compromised, misappropriated or improperly taken or used by another party.

Bear in mind that when you submit information to us, it does not guarantee that we will permit you to use any or all of the features or functions of the Site.

3. Cookies and Other Technologies: We use 'cookies' and other similar tracking technologies, such as web beacons (also known as image tags, GIF or web bugs) to collect non-personal "click stream" data regarding your visits to the Site, such as your visits to the Site's webpages, use of our features, and purchasing history or preferences. We may also collect your IP address or some other identifier unique to the Device you use to access the Site ("Identifier"). Your Identifier is automatically assigned to the Device you use to access the Site. Your Personal Information (such as name, email address and credit card account information) is not collected as part of this process.

We use cookies and similar tracking technology in a variety of ways, including:

- Keeping count of your return visits to the Site or our Parent Companies', Affiliates', Advertisers' or partners' sites;

- Accumulating and reporting aggregate, statistical information in connection with the Site and user activity;
- Determining which features, webpages, products and services users like best; and
- Saving your User ID or other information, such as shopping cart activity, so you don't have to re-enter it each time you visit the Site.

This Site may contain references and links to other websites and organizations that are not affiliated with MTVN, but are provided by a variety of Advertisers or third-party network ad servers that may also use cookies to deliver personalized advertising messages to you based on your individual interests, website viewing habits, purchasing history or preferences ("Behavioral Personalized Advertising") and/or your general characteristics (such as age, gender and ethnicity) ("Characteristics Personalized Advertising"). If you do not wish to receive Behavioral Personalized Advertising, please see the opt-out instructions below; if you do not wish to receive Characteristics Personalized Advertising, please see the "Use of Personal Information in Connection with Personalized Advertising" section (Section 1(d)) above for how to withdraw your consent.

Opting out to an ad server cookie does not mean that you will no longer receive online ads. Opting out means only that such ads will no longer be tailored to your specific viewing habits or interests, but you will continue to see ads on this Site.

These third party Advertisers and network ad servers may employ their own cookies and other technology to provide personalized advertising and measure advertising effectiveness. You should be aware that different rules might apply to the collection, use or disclosure of your Personal Information and website viewing/usage information by third parties in connection with their advertisements, promotions and other websites you encounter on the Internet. The use of cookies and similar technology by these third parties is within their control and not ours. Even if we have a relationship with the third party, we do not control those websites or their policies and practices regarding your Personal Information. **This Privacy Policy does not cover any use of Personal Information or website viewing/usage information that a third party Advertiser or network ad server may directly collect from you.** We encourage you to investigate and ask questions directly of them in this regard. Use of Advertisers' or a network ad server's tracking technology is subject to their own privacy policies.

For more information about these third party servers and how to "opt out" of the ad-serving cookie, please [click here](#).

For an example of an opt-out menu, see the Network Advertising Initiative "Opt Out of NAI Member Ad Networks" page:
http://www.networkadvertising.org/managing/opt_out.asp]

Although we may track the numbers of users to inform us on how best to update the Site and enhance the experience for all users, Personal Information is not extracted in this process. We use tracking information on an aggregated basis to help us operate the Site, enhance and improve our services, improve the look of the Site and display advertising and marketing information. You can choose to have the Device you use to access the Site warn you each time a cookie or image tag is being sent, or you can choose to turn off such warnings. This is done through your browser on the Device you use to access the Site. If you turn cookies off, you may not have access to many features of the Site that make your Internet experience more efficient and enjoyable – like the features mentioned above – and some of our other services will not function properly.

Notice for Certain Device Manufacturers: Certain device manufacturers, such as Apple, preset their browsers to block cookies from websites other than those you visit directly. As a result, services or advertisements offered by certain ad servers, operational service providers and/or Advertisers which use cookies will not work for browsers left in this default setting. Review your device manufacturers' manual or contact your device manufacturers' customer service for your options.

4. Privacy of Your Postings: We respect the privacy of the contents of any Personal Information contained in a Posting, unless the information is intended to be disclosed (such Personal Information, except as intended to be disclosed, is called "Confidential Personal Information"). However, we reserve the right to monitor, edit, and disclose your use of the Site (including, but not limited to, your use of the Site to participate in Communities or to send Postings) or Confidential Personal Information to a third party, if we believe such action is required by law or is necessary to protect and defend our rights, to enforce this Privacy Policy or the terms of the Terms of Use Agreement, or to protect the interests of our users, Advertisers, Parent Companies, Affiliates, licensors, suppliers, operational service providers, and others. Please see the **Terms of Use Agreement** for details regarding Postings.

5. Disclosure to Third Parties: We do not sell, rent, lease or disclose your Personal Information to unaffiliated entities or entities that are not our Advertisers, except in the limited circumstances listed below. As stated above, we will disclose Personal Information related to or contained in a Posting in connection with the display of and other services relating to such Posting as such Personal Information is intended to be disclosed. When we plan to disclose your Personal Information to Advertisers, we ask for you to opt in to do so, in which case their use of your information is subject to the Advertisers' own privacy policies. We may disclose Personal Information to Affiliates for marketing and/or administrative purposes and you will have the right to opt-out of such disclosure for marketing purposes. (For opt-out procedures, please see the section of this Privacy Policy above entitled "Use of Personal Information in Connection with Promotions and Offers; Opt-Out Procedures").

a. Co-Branded Services and Features. The Site may also offer co-branded services and features, such as events and Promotions that we put together with another company or our Affiliates ("Co-Branded Partner"). Such services and features may be hosted on the Site and/or our Co-Branded Partner's website. We may share your Personal Information with our Co-Branded Partner and your voluntary use of or participation in a co-branded service or feature means that you opt-in and give your affirmative consent to both the Site and our Co-Branded Partner to collect and use your Personal Information provided during the registration process and/or in connection with the specific co-branded feature or service for the fulfillment of the feature or service and for marketing or administrative purposes. If you wish to opt-out of a Co-Branded Partner's future use of your Personal Information for marketing purposes, you will need to contact the Co-Branded Partner directly. The Co-Branded Partner will be identified on the co-branded feature or service. Registered or other users that participate in certain services relating to Postings, such as user video uploads, agree to have certain Personal Information posted on the Site or Platforms (as defined in the **User Content Submission Agreement** that relates to user video uploads) or, if such feature is offered in connection with a Co-Branded Partner, on our Co-Branded partner's website in connection with the display of the uploaded video and posted on any platform that the uploaded video may be posted. Registered or other users that upload videos may also be required to submit additional Personal Information.

b. Operational Service Providers. We also have the right to disclose your Personal Information to third parties, such as VCCI, for the purpose of administering and maintaining the Site's services, features, functions and operations. We will refer to these third parties as "operational service providers". We use operational service providers to efficiently provide the full range of content, activities, services, features and functions we bring you and we request that our operational service providers also protect your privacy and not disclose your Personal Information or Sensitive Personal Information to third party marketers that are not associated with the Site or the SPIKE Channel. Additionally, such operational service providers are not permitted to use your Personal Information or Sensitive Personal Information for their own marketing or promotional purposes.

c. Other Non-Affiliated Third Parties. We will make your Personal Information available to non-affiliated third parties in the following limited circumstances:

- When we are compelled to do so by a governmental agency, court or other entity (e.g., to respond to subpoenas, court orders or legal process);
- If we believe your actions violate any law, regulation, the **Terms of Use Agreement**, including, without limitation, this Privacy Policy, or any of our other terms and conditions, Rules, offerings or any other services, features or functions of the Site, or if you threaten the rights, property or safety of the Site, the SPIKE Channel, the Parent Companies, the Affiliates, or any of its or their operational service providers, licensors, suppliers, Advertisers, customers, users, or any other party;
- If, in our sole discretion, we believe such disclosure to be necessary or appropriate to investigate or resolve possible problems or inquiries, to protect our business and assets, to defend our interests and/or to comply with our legal and regulatory obligations; or
- In the event of a bankruptcy, merger, acquisition, transfer of control, joint venture or other business combination involving us, or our Parent Companies or Affiliates.

6. Security & Protection of Personal Information: We maintain reasonable standards of security and confidentiality. However, for most Internet sites, regardless of the Device you use to access the Site, it is possible that third parties may unlawfully intercept or access transmissions or private communications over an unsecured transmission. We conduct financial transactions via secured transmissions but may not always secure other parts of the Site. We also limit access to the Site by our own employees to those individuals who are authorized for the proper handling of such information and any employee found violating our standards of security and confidentiality will be subject to our disciplinary processes. We request that our operational service providers follow the same policy.

7. Phishing: Phishing attacks attempt to steal consumers' personal identity data and financial account credentials. "Phishers" use 'spoofed' e-mails to lead consumers to counterfeit websites designed to trick recipients into divulging Personal Information such as credit card numbers, account usernames, passwords, and social security numbers. **WE DO NOT SEND EMAILS ASKING YOU TO PROVIDE OR CONFIRM SENSITIVE PERSONAL INFORMATION OR YOUR USERNAME OR PASSWORD!** If you receive such email communication, please forward it immediately to the Site's Privacy Administrator at spike-feedback@spike.com, and then immediately delete the fraudulent email from your computer.

8. Review, Update or Delete Your Personal Information: Generally, you may review, update or delete your Personal Information collected by the Site. You may also correct factual inaccuracies. However, Personal Information that is necessary to check eligibility, such as date of birth or age, cannot be deleted, but may be modified with sufficient verification of the correct information. Deletion or attempted deletion of certain Personal

Information, such as your user name, may not be permitted and/or may result in suspension of your account or termination of any registration you may have made. To review, update or delete your Personal Information or Sensitive Personal Information collected by the Site, please click "MY ACCOUNT" on the homepage to sign in to your Site account with your User ID. Then, click on "YOUR ACCOUNT INFO" to change, update, or delete your Personal Information.

If you wish to review Personal Information collected for Promotions such as contests and sweepstakes, you will need to contact the Site's Privacy Administrator via email with a request at spike-feedback@spike.com and be prepared to provide verification of your identity. Personal Information collected for certain entries are subject to corporate and regulatory recordkeeping requirements and will not be deleted upon the user's request, unless the entrant is a child under the age of 18 years old.

Children under the age of 18 who are unknowingly registered on the Site are in violation of the **Terms of Use Agreement**. Parents (including legal guardians) of children that registered on the Site in violation of the Terms of Use Agreement who wish to terminate their child's membership must use their child's User ID to gain direct access to the account, and select "EDIT ACCOUNT" or alternatively, you can send us an email to the Site's Privacy Administrator and provide us with your child's User ID and request to terminate your child's account and registration. We will not allow direct access to a user's account and Personal Information by any person without the user's User ID (please see above for how to change your preferences or the information associated with your account). If a parent does not have his or her child's User ID, the parent will be required to send an email to the Privacy Administrator that includes the parent's name, address, telephone and email address, in addition to the child's name and email address as registered on the Site, plus the child's date of birth. The parent must also provide verifiable identification that they are the parent of the ineligible child. MTVN will send a confirming email to the parent via the email address provided to verify that the parent wishes to terminate his or her child's account and registration. The parent must then confirm by sending a reply email to the designated return address. MTVN will then terminate the child's account but will notify the child of the termination request via email and will identify the name, address and email address of the person making the request.

We reserve the right to deny access, use and registration privileges to any user, including without limitation, a registered user, of any services, features or functions of the Site if we believe there is a question about the identity of the person trying to access the user's account or any services, features or functions. And if the burden or expense of providing access to your Personal Information is disproportionate to the risks to your privacy, or if the legitimate rights of others would be violated, we may decide not to provide access to such information. In such cases, we will provide to you an explanation of why access cannot be provided and contact information for further inquiries.

9. Questions: If you have questions about this Privacy Policy or if you do not understand any information about how we collect, maintain, use or share your Personal Information, you may contact us directly by sending an email to spike-feedback@spike.com.

10. Sole Statement: This document is the sole statement of the Site's Privacy Policy and no summary, restatement or other version thereof, or other privacy statement or policy, in any form, including, without limitation, machine-generated, is valid.

This Privacy Policy was last modified on March 27, 2009 and is effective immediately.

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