

Discovery Education “Stronger Than Hate” Campaign Privacy Policy

Discovery Education takes student privacy and data security very seriously. In order to deliver our services to you, from time to time we collect personal information. The information we collect from you, along with the content that you use on our services and the data on how you use our websites helps us to provide a range of services that meet your needs.

When you share information with us, that information is treated in a secure and confidential manner. This means:

- We take full responsibility for all information you provide to us,
- We will protect your personal information,
- We will not sell your information to a third party.

Our full privacy policy is below and describes our commitment to the security of your data.

We reserve the right to change this policy at any time, so please check back regularly to keep informed of updates to this policy.

1. Highlights

Discovery Education has stringent policies and procedures in place to protect Personally Identifiable Information (PII) and to prevent data breaches, including the use of industry standard encryption and other technical security measures.

The subscription services offered by Discovery Education do not require student users to provide PII. To participate in the Stronger Than Hate Video Challenge, Discovery Education may collect limited PII from entrants.

Any PII that is entered is used solely to enable the student user to access and utilize the functionality of the subscription services provided by Discovery Education or to participate in the Stronger Than Hate Video Challenge.

This Privacy Policy applies to users of the discoveryeducation.com website, (the “DE Website”), to users of the password-protected online subscription services located at DE Website (the “Subscription Services”), and to entrants and participants in the Stronger Than Hate Video Challenge at ([WEBSITE](#)) together with the Users of the DE Website, and the Subscription Services, the “Services”) controlled by Discovery Education, Inc. and/or its subsidiary and affiliated entities (“Discovery Education,” “we” or “us”) where this Privacy Policy is posted.

This Privacy Policy does not pertain to information that is collected offline.

This Privacy Policy provides you with details about the personal information we collect from you, how we use your personal information, and your rights regarding the personal information we hold about you.

Please read this Privacy Policy carefully. By accessing or browsing our site, by entering a challenge, including the Stronger Than Hate Video Challenge, or requesting the provision of Subscription Services from us, you confirm that you have read and understood this Privacy Policy in its entirety. You consent to the TERMS AND CONDITIONS of this Privacy Policy, and to our processing of personal information for the purposes stated below.

IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS PRIVACY POLICY, PLEASE DO NOT USE THE SERVICES. IF YOUR USE OF THE SUBSCRIPTION SERVICES IS SUBJECT TO AN AGREEMENT WITH TERMS THAT CONFLICT WITH THOSE IN THIS PRIVACY POLICY, THE TERMS IN YOUR APPLICABLE AGREEMENT SHALL APPLY SOLELY TO THE EXTENT OF SUCH CONFLICT.

2. Who We Are

Discovery Education is an online education service provider that produces and delivers high-quality digital content for K-12 education and beyond, including textbooks, streaming media and other rich content.

The Services we offer enable teachers and students to participate in enhanced learning experiences.

Discovery Education, Inc. is an Illinois registered corporation, whose main office is located at 1 Discovery Place, Silver Spring MD 20910. We are the data controller of the personal information we collect from you.

You can contact us in relation to this Privacy Policy by telephone at 1-800-323-9084 or by email at privacy@discoveryeducation.com

3. Information Collected

This Privacy Policy applies only to information collected on the Services and does not apply to information collected by Discovery Education through any other means. For details on the information collected and used from children under the age of 13, see section below titled ***Collection and Use of Information from Children under the Age of 13.***

When you access and browse our sites (including when you submit personal information to us through data entry fields on the website), enter a competition or contest, fill in an order form for our Services and where we provide Services to you, we collect the following types of information from you:

“Personally Identifiable Information” is information that identifies you personally, such as your name, address, email address, or school name. Discovery collects and stores the personally identifiable information that you have provided to us. Here are some examples of manners in which we may collect your personally identifiable information on the Services:

- **For non-student users of the Subscription Services**, we may collect your email address, first and last name and zip code if you sign up for an online newsletter;
- We may collect your first and last name, date of birth and email address if you choose to participate in a contest or sweepstakes;
- We may collect your Internet Protocol (IP) address — Your IP address is a number that lets computers attached to the Internet know where to send you data — such as the webpages you view. We use this information to deliver our webpages to you upon request, to tailor our Services to the interests of our users and to measure traffic within our Services.
- We may use Cookies to help personalize your experience — A “cookie” is a small text file that may be used to collect information about your activity on the Services. For example, when someone visits a page within the Services, a cookie is placed on the user’s machine (if the user accepts cookies) or is read if the user has visited the Services previously. You may set most browsers to notify you if you receive a cookie, or you may choose to block cookies with your browser, but if you do, you may not be able to take advantage of the personalized features enjoyed by other users of our Services. To read more about how we use cookies and our Cookie Policy, please click [here](#).
- We may collect your email address if you contact us with a question.
- We may collect your first and last name and email address if you choose to provide it in connection with your account registration.
- We may collect your email address, place of residence and other information from your public profile if you interact with our social media pages, IE Facebook, Twitter, LinkedIn, etc.... so we can tailor our interactions to you.

The above list provides examples of the personally identifiable information that may be collected when using the Services. **If you do not want Discovery to collect your personally identifiable information, please do not provide it to us. However, please note, for certain contests and challenges, including the Stronger Than Hate Video Challenge, to enter and participate you must submit your first name, and the last three letters of your last name. This is used by a entrant’s teacher for monitoring participation.**

Non-Personally Identifiable Information can be technical information or it can be demographic information, such as your age, gender or interests. Non-personally identifiable information does NOT identify you personally. When provided, we may use this information to provide you with personalized services and to analyze trends to ensure the information provided by the Services meets your needs. Please note that we also consider certain aggregated information, which is not personally identifiable, to be non-personally identifiable information.

4. Use, Storage, and Deletion of Information Collected Via Our Services

The information Discovery Education collects enables us to tailor our Services to be more relevant and impactful to you. Our purpose when collecting, storing, and using information is to provide you the most engaging and rewarding experience with our Services and to ensure you have full access to our sites pursuant to our [Terms of Use](#).

Discovery Education DOES NOT sell your data to third parties.

Following is additional information on how we use, store, and delete data collected via our services.

Personally Identifiable Information: We use your personally identifiable information that is collected on the Services primarily for the following purposes:

- To deliver services you request, license or purchase, such as educational programs, information, newsletters or software. For student users, we use the information to present personalized pages. Additionally, information may be used to identify students to their teachers for usage and reporting purposes related to the Services.
- For non-student users of the Subscription Services who have opted-in to receiving Discovery Education information, and for other users of our Services who have provided contact information through the DE Website or otherwise, to alert you to Service enhancements, new content, professional development opportunities, special events, educational programs and news from Discovery.
- To complete a transaction or service requested by you.
- To ensure the Services are relevant to your needs.
- To help us create and publish content most relevant to you.
- To notify you about a change to this Privacy Policy or our [Terms of Use](#), if necessary.

- To allow you access to limited-entry areas of the Services.
- To contact you in response to sign up forms such as Contact Us or Order Inquiry.

Sometimes, our use of your personal information is for purposes which are ancillary to the provision of the Site or our Services. In those circumstances, we believe we have a legitimate interest in handling your personal information, and do not believe that this storage and use of your personal information will unduly prejudice your rights or freedoms.

The relevant circumstances include:

- Detecting and preventing fraud;
- Keeping our websites, apps, products and IT systems secure;
- Ensuring that our own processes, procedures and systems are as efficient as possible;
- Analyzing and enhancing the information that we collect, with the goal of reducing what information we collect (IE, Privacy by Design);
- For service administration requirements where we need to contact you for reasons related to the Service (for example, where we need to send you a password reminder, to notify you about services updates or amendments to our Terms of Use, Cookies Policy or Privacy Policy);
- In some very limited circumstances, we will need to handle your personal information in a certain way to comply with our legal requirements; for example, if we are asked by regulatory bodies or law enforcement agencies to share the information; and
- Where you have given us your consent, contacting you (including by SMS and e-mail) with products and services which we think may interest you. We do not contact pupils for this purpose.

Non-Personally Identifiable Information

Non-personally identifiable information is used as described above and in other ways as permitted by applicable laws, including combining non-personally identifiable information with personally identifiable information. When combined, we treat the combined information as personally identifiable information for the purposes of this policy.

Anonymous Data

For individuals not logged into our sites, we collect anonymized details about visitors to our sites for the purposes of aggregate statistics or reporting purposes. However, no single individual will be identifiable from the anonymized details we collect for these purposes. When you login to our site, we do collect PII in a secured manner to ensure full website functionality.

Storage of Information

Discovery Education takes significant precautions to protect the confidentiality and security of our customers' data. We employ firewalls as well as advanced technology safeguards, such as intrusion prevention detection systems and carefully developed security procedures based on CSA Cloud Controls Matrix, to protect our customers' data from loss, misuse or unauthorized alteration.

When we collect sensitive personal information, we encrypt the data at rest and in transmission. We use industry standard Secure Socket Layer (SSL) technology. Additional safeguards include independent security assessments and vulnerability scanning.

Destruction of Information:

Upon expiration or termination of any subscriber agreement, or at the conclusion of any challenge, we destroy all PII previously received from Subscriber/Customer no later than sixty (60) days following such termination, unless a reasonable written request is submitted by Subscriber/Customer/Distributor to Discovery to hold such PII. Each electronic file containing PII provided by Subscriber/Customer/Distributor to Discovery will be securely destroyed.

5. Sharing and Disclosure of Information: If We Share Information, Who We Share It With

As mentioned before, we do not, and will not, sell your personal data to any third-party. However, in certain instances we do share your data as outlined below:

Personally Identifiable Information: We may share or disclose your personally identifiable information in the following instances:

(i) To fulfill a service to you. For example, if you subscribe to the Subscription Services, we may share your personally identifiable information in order to administer or maintain your subscription. If you choose to watch an educational program contained within the Services, we may share your personally identifiable information in order to provide the program to you. In addition, if you email us a question, we may use your email address to process your request and respond to your question.

(ii) **For non-student users of the Subscription Services** who opt-in to receive such information, to affiliates, strategic partners, agents, third party marketers or other

unaffiliated parties who are offering products or services that we believe may be of interest to you. Or, entities who require your personally identifiable information for research, administrative and/or internal business purposes. These parties may use your personally identifiable information to contact you with an offer or advertisement related to a product or service, or they may use such information for their own research, administration or business purposes. If you do not want us to share your personally identifiable information in this manner, please do not opt-in to receive this information.

(iii) To unaffiliated third-party service providers, agents or independent contractors who help us maintain our Services and provide other administrative services to us (including, but not limited to, order processing and fulfillment, providing customer service, maintaining and analyzing data, sending customer communications on Discovery's behalf, and other promotions to those non-student users who opt-in). We seek to ensure that these unaffiliated third parties will not use the personally identifiable information for any purpose other than to provide the administrative services for which they are responsible. Because such unaffiliated third-party service providers that help us administer our Services will have access to users' personally identifiable information, if you do not wish for our unaffiliated third-party service providers to have access to your information, please do not register or submit any personally identifiable information to us.

(iv) To comply with the law or in the good faith belief that such action is necessary in order to conform to the requirements of law or comply with legal process served on us, protect and defend our rights or property, including the rights and property of Discovery and the Services, or act in urgent circumstances to protect the personal safety of our end users.

(v) To third parties as part of any corporate reorganization process including, but not limited to, mergers, acquisitions, and sales of all or substantially all of our assets.

(v) To IT infrastructure companies, that enable us to either deliver our Services to you or provide service and support to the Services you have licensed

(vi) To track and analyze non-identifying and aggregate usage and volume statistical information from our visitors and customers and provide such information to third parties.

(vii) To protect against potential fraud, we may verify with third parties the information collected from these Services. In the course of such verification, we may receive personally identifiable information about you from such services.

Except as described in this privacy policy or at the time we explicitly request the information, we do not otherwise use, share, or otherwise disclose your personally identifiable information to any third parties.

Non-Personally Identifiable Information

We use non-personally identifiable information collected on the Services in the manner disclosed above. We may share this non-personal information with third parties.

6. Collection of Personally Identifiable Information from Children

In most instances, Discovery will only request the first name and email address of the child in order to complete an immediate request from the child. **The information that is collected will only be used for the requested purpose and will be deleted after such use.**

For students using the Services, any personally identifiable information that may be provided, which may include but not be limited to first and last name, grade and school, will be provided by the school district, individual school, guardian/legal representative, or individual using the Service.

Use of Personally Identifiable Information Collected from Children

When we collect personally identifiable information from children, we will only use that information for the express purpose for which it was collected. The personally identifiable information will not be used for any other purpose.

Sharing of Personally Identifiable Information Collected from Children

Except as provided in this Section, we do not share personally identifiable information collected from children with any unaffiliated third parties. We may, however, share a child's personally identifiable information that we have collected from the child's school district, school, guardian, or from the child through the provision of Services in the following limited instances:

- We may share such information with third-party service providers who help Discovery maintain the Services and provide other administrative services to us. We seek to ensure that these unaffiliated third parties may not use the personally identifiable information for any other purpose. **These unaffiliated third parties have agreed to maintain the confidentiality, security and integrity of the personally identifiable information.**
- We may disclose children's' personally identifiable information to third parties if we believe we are required to do so in order to comply with law (including court orders and subpoenas); to comply with requests from law enforcement agencies or the government; to enforce our [Terms of Use](#); to protect our rights, privacy, safety or property and the rights, privacy, safety or property of our employees or other users of our Services; to protect our operations; and to permit us to pursue available remedies or limit the damages that we may sustain.

Non Personally Identifiable Information

We collect and store the non personally identifiable information that is described in this Privacy Policy. We do not, however, link this information to personally identifiable information when it is collected from children.

Note to Parents and Legal Guardians

Please contact Discovery at any time regarding privacy questions or concerns, or to request to review what personally identifiable information we have collected from a child. Parents may also contact us at any time to request that we delete the personally identifiable information of a child or a parent and/or refuse to permit further collection or use of a child's information. We will take steps to ensure that any person contacting us for a child's information is that child's parent or guardian.

Discovery Communications, LLC
1 Discovery Place
Silver Spring, MD 20910
Phone: 1-800-323-9084
Email: privacy@discoveryeducation.com

7. Your Rights

You have certain rights in relation to your personal information. If you would like further information in relation to these or would like to exercise any of them, please contact us at privacy@discoveryeducation.com at any time. Additionally, you can contact one of our customer service representatives at 1-800-323-9084 to request changes to your personally information.

You have the right to request that we:

- Provide access to any personal information we hold about you;
- Update any of your personal information which is out of date or incorrect;
- Delete any personal information which we are holding about you;
- Restrict the way that we process your personal information;
- Prevent the processing of your personal information for direct-marketing purposes;
- Provide your personal information to a third party provider of services;
- Provide you with a copy of any personal information which we hold about you; or

- Consider any valid objections which you have to our use of your personal information.

We will consider all such requests and provide our response within a reasonable period (and in any event within any time period required by applicable law). Please note, however, that certain personal information may be exempt from such requests in certain circumstances, including if it is necessary for a Service and/or participation in a challenge.

If an exception applies, we will tell you this when responding to your request. We may request you provide us with information necessary to confirm your identity before responding to any request you make.

8. Security of Your Personal Information

While we take appropriate technical and organizational measures to safeguard the personal information that you provide to us, no transmission over the Internet can ever be guaranteed secure. Consequently, please note that we cannot guarantee the security of any personal information that you transfer over the Internet to us.

We are committed to protecting your personal information using appropriate technical and operational measures, described earlier in the ***Use, Storage, and Deletion of Information We Collect Via Our Services*** section.

If we learn of a security systems breach we may attempt to notify you electronically so that you can take appropriate protective steps. **By using these Services or providing personally identifiable information to us you agree that we can communicate with you electronically regarding security, privacy and administrative issues relating to your use of these Services.**

We may post a notice on our Services if a security breach occurs. We may also send an email to you at the email address you have provided to us in these circumstances. Depending on where you live, you may have a legal right to receive notice of a security breach in writing.

9. International Transfer of Information

If you choose to provide us with personally identifiable information, Discovery Education may transfer that information to its affiliates and subsidiaries or to other third parties (in line with this Privacy Policy and our Terms of Use), across borders, and from your country or jurisdiction to other countries or jurisdictions around the world.

If you are visiting from the European Union or other regions with laws governing data collection and use that may differ from U.S. law, please note that you are transferring your personally identifiable information to the United States which has different data protection laws than the EU. By providing your personally identifiable information you consent to:

- The use of your personally identifiable information for the uses identified above in accordance with this Privacy Policy; and
- The transfer of your personally identifiable information to the United States as indicated above.

10. Communications From Discovery Education

We communicate with users who subscribe to our Services on a regular basis via email. For example, we may use your email address to confirm your request, to send you information about changes to our products and services, and to send notices and other disclosures as required by law. Generally, users cannot opt-out of these communications, but they will be primarily informational in nature rather than promotional.

We provide you the opportunity to exercise an opt-out choice if you do not want to receive other types of communication from us, such as our regular monthly email newsletter or information from us about new services and products offered by us if you have previously chosen to receive such information. The opt-out choice may be exercised by clicking “unsubscribe” from a Discovery Education email (with that option) or by contacting us. We will process your “unsubscribe” request as soon as possible, but please be aware that in some circumstances you may receive a few more messages until the unsubscribe is processed.

Additionally, you can remove yourself from our mailing list on your profile page at <http://app.discoveryeducation.com/me/profile>

11. Forums, Chat Rooms and Other Public Posting Areas

Please note that any information you include in a message you post to any chat room, forum or other public posting area may be available to anyone with Internet access. If you do not want people to know your e-mail address, for example, don’t include it in any message you post publicly.

PLEASE BE EXTREMELY CAREFUL WHEN DISCLOSING ANY INFORMATION IN CHAT ROOMS, FORUMS AND OTHER PUBLIC POSTING AREAS. WE ARE NOT RESPONSIBLE FOR THE USE BY OTHERS OF THE INFORMATION THAT YOU DISCLOSE IN CHAT ROOMS, FORUMS AND OTHER PUBLIC POSTING AREAS.

12. Third Party Web Services

This statement applies solely to information collected on the Services. The Services may contain links to other web sites. We are not responsible for the privacy practices or the content of these other web sites.

Additionally, if you would prefer that we do not share your information with third parties please make sure to indicate that on your profile page at <http://app.discoveryeducation.com/me/profile>

13. Assignment

In the event that all or part of our assets or sold or acquired by another party, or in the event of a merger, you grant us the right to assign the personally identifiable and non personally identifiable information collected via the Services.

14. Changes to this Privacy Policy

We reserve the right to change this privacy policy from time to time. When we do, we will also revise the “last update” date at the bottom of this privacy policy.

For changes to this privacy policy that may be materially less restrictive on our use or disclosure of personal information you have provided to us, we will attempt to obtain your consent before implementing the change either by sending a notice to the primary email address specified in your account or by placing a prominent notice on the Services. We will also notify the applicable schools if we change the kinds of information that we collect from children and materially alter our practices of sharing and using this information. We will not collect, use or share the information without appropriate consent.

15. Age Screening

If we become aware that we have inadvertently received personally identifiable information from a user under the age of thirteen (13) other than in a legally permissible situation, we will delete the information from our records as soon as we discover it.

16. Contacting Discovery Education

If you have any questions about this privacy policy or our privacy practices, please contact us at privacy@discoveryeducation.com.

All information you provide in any written communication will also be covered by this policy. Unless you are a user of the Subscription Services that is subject to an agreement with Discovery Education that expressly addresses Dispute Resolution, Choice of Law, and/or Choice of Forum, the following Sections apply to you, as applicable.

17. Dispute Resolution

In the event of any controversy, claim or dispute (“dispute”) related to or arising out of your use of the Services, other than disputes related to or involving Discovery Education’s intellectual property or Discovery Education’s licensed intellectual or

proprietary rights, you and Discovery Education mutually agree to the following dispute resolution procedure:

1. The parties will first attempt in good faith to resolve any dispute by informal negotiation. The informal negotiation period will begin when the party asserting the dispute sends a written notice to the other party describing the facts and circumstances of the dispute. If, after sixty (60) days from the date the notice of dispute is sent, the parties have been unable to resolve the dispute, either party may commence binding arbitration. The parties may agree to extend the informal dispute resolution period by mutual written agreement.

2. If the parties are unable to resolve the dispute through informal negotiation, you and Discovery agree that exclusive jurisdiction for the dispute shall be binding arbitration before one arbitrator to be mutually agreed upon by both parties. If the parties cannot agree on the selection of an Arbitrator, they shall each select one Arbitrator from the list of qualified JAMS arbitrators and those two Arbitrators shall select the person who shall serve as the Arbitrator for such dispute. Arbitration shall be initiated in the Washington, DC area and shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. Judgment on any potential award may be entered in any court having jurisdiction. BY USING THE SITES, YOU ARE HEREBY GIVING UP YOUR RIGHT TO LITIGATE A DISPUTE IN COURT BEFORE A JUDGE OR JURY. Unless the arbitrator concludes that the arbitration was frivolous or brought for an improper purpose, Discovery Education will pay all filing, JAMS, and arbitrator's fees and expenses.

3. ALL DISPUTES SHALL BE RESOLVED ON AN INDIVIDUAL BASIS. Neither party shall have the right to have a dispute heard as a class action, and no arbitration or proceeding can be combined with another without the prior written consent of all parties to the proceeding.

18. Choice of Law

This Privacy Policy has been made in and shall be construed in accordance with the laws of the State of Maryland, without giving effect to any conflict of law principles. The parties acknowledge that this Policy evidences a transaction involving interstate commerce. Notwithstanding the provision in the preceding paragraph with respect to applicable substantive law, any arbitration conducted pursuant to the terms of this Policy shall be governed by the Federal Arbitration Act (9 U.S.C., Secs. 1-16).

19. Choice of Forum

By using the Discovery Sites, you agree that the exclusive jurisdiction for any dispute not subject to the arbitration provision discussed above shall be the state and federal courts located in Maryland.

20. YOUR CALIFORNIA DO NOT TRACK DISCLOSURES AND PRIVACY RIGHTS

Discovery does not support Do Not Track browser settings and does not currently participate in any “Do Not Track” frameworks that would allow us to respond to signals or other mechanisms from you regarding the collection of your Personally Identifiable Information or Non Personally Identifiable Information.

As of January 1, 2005, California Civil Code Section 1798.83 permits our visitors who are California residents to request certain information regarding Discovery’s disclosure of personally identifiable information to third parties for their direct marketing purposes.

To make such a request, please contact us:

Discovery Education, Inc.
1 Discovery Place
Silver Spring, MD 20910
Phone: 1-800-323-9084
Email: privacy@discoveryeducation.com
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