

Privacy Policy

Full Privacy Policy

Read the Privacy Policy in full

Scope

When you connect with Sony Interactive Entertainment LLC, Naughty Dog LLC, Sucker Punch Productions LLC, and all U.S. subsidiaries using the brand name PlayStation ({"SIE LLC"}) through our websites, products, services, or other online activities (our {"Services"}), we collect and handle information as we describe below, or through in-context notices. Your use of our Services constitutes your consent to these practices.

Information That We Collect or Receive

We collect and receive information from and about you by different means.

Information You Provide to Us

We collect the information that you directly provide to us, such as when you enter it on a web page, or include it in an email that you send to us. This type of collection often occurs through our business support processes, such as:

- Registration or Account Creation Processes, where we ask you to provide information such as: Contact info (e.g. name, email or mailing address, or phone number); Account Administration Info (e.g. user name, password, or security questions); Billing Info (e.g. credit card or other payment number, billing address); and Profile Info (e.g. profile photo, languages, likes)
- Purchase Processes, where we may ask you to provide your name, contact and billing info
- Technical and Customer Support Processes, where we may ask you to provide contact info and information related to the issue you are contacting us about.

In addition, we collect the information that you provide by entering it into certain Service features. For example, when you want to post in a forum, you provide us the content for the post (which could contain personally identifying information) which we collect and then display for you on the forum. Likewise, when you use other features such as voice or text messaging, blogs, surveys, user-generated content, activity streams, or social media, we may first collect the information you enter into the feature.

Automatic Information Collection

We may also automatically or passively collect information about your use of our Services. While information collected in this manner is not typically personal information, we may combine it in ways that make it personally identifiable. When we do so, we will treat the combined information as personal information. For example, data collected in this manner may include:

- Web browsing, network or service usage data, such as browser type, internet service provider (ISP), IP address, referring/exit pages, operating system, date/time stamp, and clickstream data;
- Network connected hardware (e.g. computer, gaming console, or mobile device) data, such as a unique device identifier, type, model, version, error related data, status, capability, configuration, functionality, performance data, and connection type;

- Network connected software data, such as application utilization, game play, game or system video and audio, progress, utilization, performance, peripheral and device use, services requested and used, or content downloaded and viewed;
- Physical or geographic location data, such as country, region, city, or latitude and longitude. For example, to provide location based game matching services, we may collect latitude and longitude.
- Advertising data, such as display frequency, duration, location, or viewing software, or identifier.

Technologies used in our Services to passively collect such information may include:

- Cookies. Small data files placed on a device's hard drive.
- Web Beacons. Small graphic images or other web programming code called web beacons, (also known as "1x1 GIFs" or "clear GIFs") may be included on our websites or in our e-mail messages.
- Embedded Scripts. Programming code that is temporarily downloaded onto a device, and is active only while you are connected to our website, and is deactivated or deleted thereafter.

In addition, our Services may use a variety of other hardware or software specific technologies that automatically collect information. (For example, a location based game might include technology that automatically determines the user's location).

Information We Receive From Third Parties

We may also supplement the information that we collect with information that we obtain from third parties. For example, if you link your Account on PSN ({"Account"}) to your game, social media, or other accounts, we may receive data from the providers of those accounts. Likewise, if other users give us access to their profiles, we may receive information about you if you are one of their connections or information about you is otherwise accessible through their profile. Alternatively, we may supplement the information we collect about you with outside records from third parties. We may combine the information we receive from these third parties with the information we directly collect, in which case we will handle it in accordance with this policy.

Information Use

We use non-personally identifying information without restriction. We use personally identifying information ({"PII"}) in a number of ways.

First, we use PII for the purpose for which it was collected. For example, PII that you provide through any of our business support processes (including customer service) will be used to complete that process, and personal information entered by you through the features of our products and services will be used for the operation and delivery of those features.

Second, while we strive to minimize our use of PII, or otherwise anonymize or aggregate it before use, we may use personal information to:

- Send you marketing communications;
- Conduct demographic or aggregate studies for marketing, sales, planning, and business and product development;
- Provide requested products and services such as online video, music or video game services;
- Deliver contextual or targeted advertising;
- Understand and improve our Service operations and performance
- Assist in customer service and transactions

Security & Legal

In order to help protect you and others, we may use the data we collect and receive in order to identify fraudulent activities and transactions; prevent abuse of and investigate and/or prosecute any potential threat to or misuse of

our Services; ensure compliance with the applicable terms of service, privacy policy, and law; investigate violations of or enforce these agreements; and protect the rights and property of Sony, its partners, and customers. If you do not consent to these conditions, you must discontinue your use of our Services.

Information Sharing and Disclosures

Information We Share

We may share your information, including your personal information, with other parties as follows:

- Sony. We may share your information within and among the Sony group of companies for purposes related to providing you with content, products, or services, including games, videos, music, software and software applications; community administration or development; to support various business processes; security; research and development; and so that other Sony companies may contact you about products, services or other offerings that may be of interest to you.
- Service Providers to Sony. With persons or companies that we retain to carry out or provide support to business operations, including uses described above in the Information Use section. Service Providers are required to adhere to this Privacy Policy, and confidentiality and security requirements. ~~When our Service Providers process data that is subject to EU-U.S. and Swiss-U.S. Privacy Shield (see below) in a manner inconsistent with the Privacy Shield Principles, we will remain liable unless we were not responsible for the event giving rise to the inconsistent processing or any alleged damages.~~
- Law Enforcement, Judicial, Administrative, or Regulatory Disclosures. When we believe in good faith that the law requires disclosure or that disclosure is necessary to protect or enforce the rights, property, safety, or security of ourselves or others.
- Business Transfers. In connection with sale of the applicable business, a portion of the business, or certain stock and/or assets, or a corporate merger, consolidation, restructuring, or other corporate change including, without limitation, during the course of any due diligence process.
- Third Parties. With third parties (with whom we use reasonable efforts to obtain their agreement to protect the confidentiality, security, and integrity of any personal information we share with them), such as: Third party providers of products or services that you subscribe to or access through our Services. For example, publishers of a game played on a network connected console may be provided your Account details (such as your PSN Online ID, country gender, age and "Friends" and block list) so they can operate their game; Third parties with whom we are jointly delivering services or features, such as sweepstakes, contests, promotions, or advertising. Third parties, who may contact you about products, services or other offerings that may be of interest to you.

Publicly Accessible Data & SIE Social Features

Certain elements of your personal information and certain information about your use of our Services are publicly accessible to other users of our Services. For example: other users of our Services will be able to see your Online ID; your profile picture (if you choose to upload a picture); and your user bio (if you choose to provide a bio). We may also publicly display other information derived from your activity on our Services.

Information You May Choose to Share

You have the option of sharing your personal information with the public or with third parties. For example,

- Sharing gameplay video or screen shots with third-party websites or the public through a 'share' button on your game system.
- Sharing information regarding your likes via 'like' buttons on our websites.
- Displaying your real name or photograph within games.
- Sharing your activities, including purchases, software used (e.g. games played), and content consumed (e.g. movies watched) with the public through activity feeds.
- You may share personal information with others through chat, text, email or communications features.
- You may follow a link provided on an SIE LLC website to a third-party website.

If you choose to “share” content or to otherwise post information from or via our Services to a third-party website, feature or application, that information will become public and the third party web site may have access to information about you and your use of our Services. Likewise, other users may use these same features to share information about you. We are not responsible for how you use or publish personal data through these or similar features, or how third parties use the features to share information.

~~Your California Privacy Rights & Do Not Track~~

~~Your California Privacy Rights~~

~~California Civil Code section 1798.83 permits SIE LLC customers who are California residents to request certain information regarding SIE LLC’s disclosure within the immediately preceding calendar year of that California resident’s personal information to third parties and in some cases affiliates for their direct marketing purposes. To make such a request, contact us through the information provided below. Any written inquiry must include “California Privacy Rights Request” in the first line of the description. Please note that we are only required to respond to one request per customer each year.~~

~~Do Not Track (DNT)~~

~~“Do Not Track” is an internet browser setting regarding tracking. As there are currently no agreed upon standards for the DNT signals or how to respond to them, we adhere to the standards set out in this privacy policy.~~

Children

We are committed to respecting children’s privacy. We will not collect personal information from anyone we have actual knowledge is under the age of 13, without their parent’s consent.

With parental consent, we will collect, use and share information collected from or about children in accordance with the practices described in this document, with the following exceptions:

Information You Provide To Us:

- A parent only needs to provide limited information about their child (an email address and date-of-birth) to create an Account for their child. Providing gender is optional. Language, state, and country are initially inherited from the parent’s Account.
- Only with the parent’s approval to create an Account for the child, can a child add their address, or an online ID.
- The spending limit of the Account for your child is set by the associated parent’s Account.

Information You May Choose to Share

- A parent can control, through the ‘restrict chat’ setting on their child’s Account, their child’s ability to use (and share personal information through) text chat, voice chat, video chat, and other messaging features from communicating directly with other users in games, apps or via system software features. Please note that a child’s Account can still A) send and receive predetermined text messages created by a game or app, B) create and see other users’ in-game character names, designs, and clan titles, C) use communication services via ~~the~~an Internet Browser browser unless specifically disabled and D) communicate via system messaging on PS3 and PS Vita.
- A parent can control their child’s ability to post or view user-generated content, including photos, videos, drawings, and content imported from outside sources (any of which might contain personal information) through the user-generated content control. (This will not prevent video capture of a child Account user’s online gameplay).

- A parent can agree to our collection and use of their child's PII without consenting to our disclosure to third parties, except when the disclosure is inherent to the Services we are providing.

When a parent allows their child's Account to participate in games, chat or user-generated content features, they also consent to SIE LLC sharing information with the publishers of the games, applications, or services that incorporate those features and the collection of information entered into such features by the child's Account (e.g. typing text into the chat feature).

If you discover your child under the age of 13 has provided personal information to us without your consent, once we verify you are the child's parent, we will promptly: (a) provide direct notice to you indicating what, if any, personal information of your child has been collected and how it has been used or disclosed; (b) remove and cease the use of your child's personal information or other information from our database and (c) by notice to you, confirm compliance with the foregoing.

(For additional information on our parental consent and parental controls mechanisms, please refer to USING PSN SERVICES AND ACCOUNT REGISTRATION in the Terms of Service and User Agreement).

Your Choices and Controls

You have certain choices about how your information is collected and used. You can access, amend or have your information deleted through your Account Settings page. You can choose whether or not to receive marketing communications from us and our affiliates, or our marketing partners, through the following mechanisms:

- E-Mail Messages: Marketing e-mails contain instructions and a link that will allow you to unsubscribe from our marketing e-mails.
- Websites: You can opt-out of receiving marketing communications by un-checking the box indicating your preference at the place where your information is collected.
- Customer Profile: You can manage your marketing communications preferences from the Notification Preferences tab in your Account Settings page.
- Blogs, Forums, or Message Boards: to request removal of certain of your personal information from a blog, forum, or message board, please contact us as described below.

In some cases, your choices to change or delete information you provide may affect our ability to deliver our Services, or your user experience. We may decline to process requests which are not otherwise required by law. Please note that we reserve the right to send you certain communications relating to your Account or use of our Services and these transactional account messages may be unaffected if you choose to opt-out from marketing communications.

Consent to Transfer Information

Our Services are operated in the United States, England, Japan, and other countries around the world. Please be aware that information we collect, including personal information, will be transferred to, processed and stored in these countries and, as such, courts, law enforcement, and other authorities in these countries may, in certain circumstances, be entitled to access your personal information. By using our Services or providing us with any information through them, you consent to this transfer, processing and storage of your information in these countries in which the privacy laws may not be as comprehensive as those in the country where you reside or are a citizen.

Security and Retention

We seek to maintain reasonable security measures to help protect your information against unauthorized or accidental disclosure, access, misuse, loss, or alteration. Although we strive to protect your information, we cannot

ensure or warrant the security of such information. There is no such thing as perfect security. We may retain information about you as long as it is necessary for us to fulfill the purposes outlined in this policy. In addition, we may retain your information for an additional period as is permitted or required to, among other things, comply with our legal obligations, resolve disputes, and enforce agreements. Where required by applicable law, we shall delete your information when the information is no longer necessary or requested to do so. Even if we delete your information from active databases, the information may remain on backup or archival media as well as other information systems.

Changes to this Policy

We may revise this statement at any time. We will post any revisions to this policy, and the changes are effective when we post them here. By continuing to access or use the Services after those changes become effective, you agree to be bound by the revised Privacy Policy.

Your California Privacy Rights and Do Not Track

Your California Privacy Rights

California Civil Code section 1798.83 permits SIE LLC customers who are California residents to request certain information regarding SIE LLC's disclosure within the immediately preceding calendar year of that California resident's personal information to third parties and in some cases affiliates for their direct marketing purposes. To make such a request, contact us through the information provided below. Any written inquiry must include "California Privacy Rights Request" in the first line of the description. Please note that we are only required to respond to one request per customer each year.

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ESRB Privacy Certified

This Privacy Statement and the confirmation page at <https://www.esrb.org/confirm/siea-confirmation.aspx> (or accessed by clicking the seal in the footer of any page of playstation.com) confirms that SIE LLC is a valid licensee and participating member in the Entertainment Software Rating Board's Privacy Certified Program. We have undertaken this privacy initiative and our websites have been reviewed and certified by ESRB Privacy Online to meet established online information collection and use practices. As part of the privacy program, we are subject to frequent audits of our sites and other enforcement and accountability mechanisms administered independently by ESRB.

EU-U.S. and Swiss-U.S. Privacy Shield

SIE LLC has committed to and complies with the EU-U.S. and Swiss-U.S. Privacy Shield Frameworks as set forth by the U.S. Department of Commerce regarding the collection, use, and retention of personal information transferred from the European Union and Switzerland to the United States. SIE LLC has certified to the Department of Commerce that it adheres to the EU-U.S. and Swiss-U.S. Privacy Shield Principles. If there is any conflict between the terms in this privacy policy and the EU-U.S. and Swiss-U.S. Privacy Shield Principles as related to the collection, use, and retention of personal information transferred from the European Union and Switzerland to the United States, the EU-U.S. and Swiss-U.S. Privacy Shield Principles shall govern. When our Service Providers (as defined in the section above entitled "Information We Share") process data that is subject to EU-U.S and Swiss-U.S. Privacy Shield in a manner inconsistent with the Privacy Shield Principles, we will remain liable unless we were not

responsible for the event giving rise to the inconsistent processing or any alleged damages. To learn more about the EU-U.S. and Swiss-U.S. Privacy Shield programs, and to view our certification, please visit <https://www.privacyshield.gov/>. SIE LLC's compliance with the Privacy Shield frameworks is subject to the jurisdiction of the Federal Trade Commission.

~~Changes to this Policy~~

~~We may revise this statement at any time. We will post any revisions to this policy, and the changes are effective when we post them here. By continuing to access or use the Services after those changes become effective, you agree to be bound by the revised Privacy Policy.~~

How to Contact Us About this Privacy Policy, or our EU-U.S. and Swiss-U.S. Privacy Shield Certifications

For further information on our privacy policy, our EU-U.S. and Swiss-U.S. Privacy Shield certifications, or how users in the United States or Canada can review or change their information, please contact us at:

By Phone at:

~~1-800-345-7669~~

1-800-345-7669

By Mail at:

SONY INTERACTIVE ENTERTAINMENT CONSUMER SERVICES DEPARTMENT
2207 BRIDGEPOINTE PARKWAY
SAN MATEO, CALIFORNIA, 94404

Online: www.playstation.com/support

For EU or Swiss users who wish to request a copy, rectification, or erasure of their information, or exercise other rights, please contact Sony Interactive Entertainment Europe Limited as described at <https://www.playstation.com/en-gb/legal/privacy-policy/>.

~~If you have an unresolved privacy or data use concern that we are unable to have not addressed satisfactorily resolve any complaint relating to the Privacy Shield frameworks, or if we fail to acknowledge your complaint in a timely fashion, you can submit your complaint to TRUSTe, which provides an independent, please contact our U.S.-based third-party dispute resolution service based in the United States. TRUSTe has committed to respond to complaints and to provide appropriate recourse provider (free of charge) at no cost to you. To learn more about TRUSTe's dispute resolution services or to refer a complaint to TRUSTe, visit <https://www.trustarefeedback-form.truste.com/consumer-resources/-watchdog/request>. If neither SIE LLC nor TRUSTe the U.S.-based third party dispute resolution provider resolves your complaint, you may pursue binding arbitration through the Privacy Shield Panel. To learn more about the Privacy Shield Panel, visit <https://www.privacyshield.gov/article?id=How-to-Submit-a-Complaint>. You have the possibility, under certain conditions, to invoke binding arbitration for complaints regarding Privacy Shield compliance not resolved by any of the other Privacy Shield mechanisms. Please visit <https://www.privacyshield.gov/article?id=ANNEX-I-introduction> for additional information.~~

SIE LLC is a licensee of ESRB's Privacy Certified Program. If you believe that we have not responded to your privacy-related inquiry or your inquiry has not been satisfactorily addressed, please contact ESRB Privacy Certified at <https://www.esrb.org/privacy/contact.aspx> or:

ESRB

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