

## HEROES OF THE DARK CREATORS PROGRAM RULES

By running the Heroes of the Dark Creators program, we want to make sure that the best video creators of Heroes of the Dark community get rewarded and promoted.

To this extent, we want to encourage your creation of video content (“Videos”) with many advantages such as early access to new versions of Heroes of the Dark and content, custom-made assets for your channel, privileged communication with the game team, promotion on our Social Media Channels and more!

To do so, we are providing you with pre-authorized Gameloft’s assets such as, but not limited to, trademarks, trade name and logos, and copyrighted materials for specific use (“Gameloft’s Assets”).

The Heroes of the Dark Creators program rules are to make sure that your use of Gameloft’s Assets and the Videos you create comply with the guidelines below and stay within the permitted uses and policies defined in this set of rules (the “Rules”). Any other use will require specific written approval by Gameloft. By entering into the Heroes of the Dark Creators program, you expressly agree to comply with these Rules.

### HEROES OF THE DARK CREATORS PROGRAM GUIDELINES

- 1. Purpose.** You may use Gameloft’s assets provided in the Heroes of the Dark Creators program only for the purpose of displaying, identifying and discussing Gameloft’s Heroes of the Dark game in your Videos and to your community, as permitted by the Rules. For instance, you may not develop, publish and distribute a game using and/or on Gameloft’s Assets.
- 2. Eligibility.** To enter the Heroes of the Dark Creators program, you must have reached the age of majority in your country of residence.

You must be the rightful owner of all channels and social media accounts associated or identified with your Videos. Gameloft may request proof of ownership of an account. Only one user per account will be eligible to enroll into the program.

You cannot participate in the Heroes of the Dark Creators program or use any of the Gameloft’s Assets on behalf of a legal entity or for a commercial purpose, unless you have a prior written approval by Gameloft.

To be eligible, your application to the Heroes of the Dark Creators program must be complete and contain accurate, correct information as required by the application form. Your acceptance or rejection is at our sole discretion.

In that regard, you ensure that the information submitted in your application, including (but not limited to) your contact information and identification of your social-media channels, is at all times complete, accurate, and up-to-date. Gameloft may require additional information from you to participate or continue to participate in the Heroes of the Dark Creators program and to use Gameloft’s Assets. You must promptly provide us with any information that we request in that regard. Inaccurate, false or incomplete information will result in the rejection/termination

of your participation to the Heroes of the Dark Creators program, which is left at our sole discretion.

Your participation to the Heroes of the Dark Creators program is conditioned by your full consent of the present Rules, as given by opting-in the present page.

- 3. Relationship with Gameloft.** You are not Gameloft's employee or agent. You and Gameloft are independent parties and nothing in these Terms and Conditions should be construed as making you an employee of Gameloft, its parent company or any of its subsidiaries or affiliates.
- 4. Availability.** Gameloft reserves the right in its sole discretion to modify, terminate, establish, control, and limit the Heroes of the Dark Creators program features, Gameloft's Assets and present Rules at any time, with or without notice.  
We do not make any representation, warranty, or covenant regarding the amount, type, or frequency of access to (and without limitation) the features, information, contents, promotion and advantages (the "Features") you can expect at any time in connection with the Heroes of the Dark Creators program. You acknowledge and agree that you may not rely upon the continued availability of the Features and that Gameloft will not be liable in that regard. Gameloft's decisions about the Features and more generally the Heroes of the Dark Creators program shall be final and binding.
- 5. No Modification.** The Rules do not allow you to alter or modify the Gameloft's Assets (except for size adaptation as technically necessary) without our prior express consent. You may not create any materials similar to Gameloft's Assets without our prior express consent.
- 6. No Fee.** You may not charge any kind of fee to customers or visitor to Gameloft's Assets and your use of them, unless such activity is specifically granted in a written agreement between you and Gameloft. You may, however, generally monetize your content by using advertisements, in which case you must comply with all applicable laws, rules and policies.
- 7. Endorsements and Testimonials.** When making statements concerning us or our affiliates, you represent and warrants that you will comply with the Revised Endorsement and Testimonial Guides (16 C.F.R. Part 255) to the U.S. federal law known as the Federal Trade Commission Act of 1914 (15 U.S.C. §§ 45), as it may be amended from time to time, and the regulations thereunder, including, but not limited to, the disclosure of any material connections and that all statements made by you are truthful and not misleading.

Namely, you shall disclose at the beginning of the Video an oral and visual notice that the content is promoted by Gameloft. To that extent, you shall use a simple, clear and explicit notice such as "This video is created in the course of the Heroes of the Dark Creators program powered by Gameloft".

- 8. No Merchandising.** You may not manufacture, sell or give away merchandise items that bear any or part of Gameloft's Assets such as T-Shirts or other goodies without a proper written agreement with Gameloft.

- 9. Notices.** You must include the correct copyright and trademark information on each page that contains content related to Gameloft' property:

*© 2021 Gameloft. All Rights Reserved. Gameloft and the Gameloft logo are trademarks of Gameloft in the US and other countries. Heroes of the Dark is a trademark of Gameloft filled in the US.*

Further, on every page where Gameloft's Assets appear, you must include the following notice in a font legible to end users of your channel(s):

*"This content is not specifically approved by Gameloft."*

- 10. Objectionable Content.** You may not use Gameloft's Assets on or in connection with, and not limited to, promoting hacks or cheat, sexually explicit materials, violence, discrimination, illegal activities, disparaging, libelous or dishonest statement about Gameloft and/or its products, employees and agents.
- 11. License.** We grant you a non-exclusive, non-sub-licensable and perpetual license in the world to display and promote the game Heroes of the Dark and associated intellectual property rights owned by Gameloft for the sole purpose of creating, publishing and promoting your Videos on your channel(s), in accordance with the terms of the present Rules.

You acknowledge and agree that Gameloft owns all rights and interest to copyrights and any other proprietary and intellectual property embodied in the game Heroes of the Dark.

Likewise, you grant Gameloft a non-exclusive and perpetual license in the world to display and promote your Videos, Channel's name and names for the purpose of publishing, promoting your Videos in the game Heroes of the Dark, our channel(s), and communications related to the game Heroes of the Dark.

We acknowledge and agree that, except for our rights in and to our games, you own all copyright, trademark and other proprietary and intellectual property rights in and to the created Videos.

- 12. Feedbacks.** The Heroes of the Dark Creator program gives you the opportunity to give the game team any kind of feedback, information or suggestions regarding Heroes of the Dark or otherwise. You understand that we can use it without further compensation or other obligations to you.
- 13. Non-Public Information.** By being a member of the Heroes of the Dark Creators program, you can have access to materials, data and other information that may not be known to the general public such as (and not limited to) proposed releases, release dates, game plots ("Confidential Information").

You can disclose such Confidential Information exclusively for the purpose of the Heroes of the Dark Creators program.

Reciprocally, you cannot use or disclose to anyone any Confidential Information outside of the scope of the Heroes of the Dark Creators program unless you have our prior written approval, which we may grant in our sole discretion.

If you are not sure if your intended use of a Confidential Information is related to the Heroes of the Dark creator program, feel free to contact us for advice.

Neither can you disclose to us any confidential information of any third party unless you are expressly authorized in writing by such third party to do so.

Without limiting the generality or extent of the above, you must protect any Confidential Information from unauthorized use or disclosure with the same degree of care, as you use to protect your own confidential information of similar nature.

If you are required to disclose any Confidential Information in the course of a judicial proceeding or arbitration, you must immediately notify us and provide us with reasonable cooperation and assistance in obtaining a suitable protective order and in taking other steps to preserve confidentiality. Upon the termination of our relation within the context of the Heroes of the Dark creator program or upon our request, you shall immediately destroy or return all Confidential Information.

- 14. General.** The rights and permissions granted to you in the Rules are personal to you as a member of the Heroes of the Dark Creators program and cannot be transferred or assigned to any third party.

These Rules are, furthermore, part of Gameloft's [Terms of Use](#) ("Terms of Use") which may be modified or terminated by Gameloft at its sole discretion. In the event a term of these Rules conflicts with a term of our Terms of Use, the latter prevails in relation to any issues concerning the Heroes of the Dark Creators program.

You ensure that any content created by you in the course of the Heroes of the Dark Creators program comply with the Terms and Conditions, as well as any guidelines, of the platforms on which you upload it.

Furthermore, you acknowledge that Gameloft has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any of these platforms.

- 15. Dispute resolution – Termination.** If Gameloft becomes aware of infringing or objectionable use of Gameloft's Assets, or if you do not comply with the present Rules in any way, Gameloft will first contact you to try resolve the matter.

We reserve the discretionary right to reject your candidature or to expel you from the Heroes of the Dark Creators program, with or without notice, and pursue appropriate legal action if we deem it necessary to protect Gameloft's Assets, or if your Videos do not comply with the Rules. Any arising litigation between you and Gameloft will be dealt accordingly with our general Terms of Use. Reciprocally, you acknowledge that your participation to the Heroes of the Dark Creators program is voluntary, and that you can terminate it anytime by giving Gameloft a written notice of termination (email sufficient for this purpose).

If your participation in the Heroes of the Dark Creators program is terminated by you or by Gameloft, you will no longer have access to the Heroes of the Dark Creators program features and advantages, you will not be entitled to any refunds or compensation, and we will have no liability to you whatsoever.

## **16. Information Notice regarding Personal Information Processing**

By participating in this program, Gameloft will process your personal information, in order to register yourself on the Heroes of the Dark Creator program and to give you access to all the features of this program. All your personal information shall be processed in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal information and on the free movement of such data and the relevant national legal provisions.

### **What kind of personal information do we collect?**

Gameloft will collect the following categories of personal information: username, player ID, email, country of residence, and links to the social network accounts & ID.

### **For what purpose are we collecting your personal information?**

The personal information mentioned above is collected for the purpose of giving you access to the Heroes of the Dark Creator program. We collect a minimum set of personal information that is necessary for your registration on our platform. Furthermore, we will use your personal information to communicate, once in a while, direct marketing communications to you or other useful information or in other ways, as mentioned in these Rules. We will not use your data for other purposes. The legal basis for the processing of your personal information is based on art. 6 (1) let. (b) of GPDR - *processing is necessary for the performance of a contract to which the data subject is party.*

### **How long do we keep your personal information?**

Your personal information will be kept for as long as you keep your account active. Your personal information will be deleted after you will delete your account on the platform. We will also delete your data, at any moment you will expressly request us to do so.

### **What technical means do we use to process your personal information?**

Your personal information is stored on internal Gameloft servers, located in Bucharest Romania. The technical and organizational measures that we use, are designed to provide an adequate level of security of processing of your personal information. The information system is protected against unauthorized use. Only identified authorized recipients have access to your personal information, protected by a login and a password, over a secure internet or intranet connection. Users within Gameloft are given access rights corresponding to the requirements of their job and only to the Personal information relevant for their purposes.

### **Who has access to your personal information? Where is my personal information transferred?**

The following categories of persons have access to your personal information: Gameloft employees. For details regarding personal information transfers please read Gameloft Privacy Policy <https://www.gameloft.com/en/privacy-notice>

### **What are your rights in connection to this personal information processing?**

You can exercise your privacy rights at any time and ask Gameloft to give you access to your personal information, rectification and deletion of your personal information. You can also ask for the limitation of the processing or object to a processing of your personal information, or exercise your right to data portability.

Please send any request you might have at the following email address [DataProtectionSupport@gameloft.com](mailto:DataProtectionSupport@gameloft.com). Our colleagues will carefully assess your request and will answer to you within one month unless your request requires more investigations. In that case, you will be specifically informed.

Please note that the personal information requested is strictly necessary for provision of the access to Gameloft's Heroes of the Dark creator platform. If you ask for the limitation of a processing of your personal information or object to such processing, we may not be able to answer your request in a positive way.

We remind you that you have a right to file a complaint with your local Data Protection Supervisory Authority.

You can address any of your requests in relation to this data processing operation to Gameloft's Data Protection Officer at [DataProtectionSupport@gameloft.com](mailto:DataProtectionSupport@gameloft.com).