

MCVS COMMUNITY AGENTS RULES

By running the Modern Combat Versus Community program, we want to make sure that the best video creators of the MCVS 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 MCVS 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 MCVS Community Agents program rules are to make sure that your use of GL 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 MCVS Community Agents program, you expressly agree to comply with these Rules.

MCVS COMUNITY AGENTS RULES

1. **Purpose.** You may use Gameloft's assets provided in the MCVS Community Agents program only for the purpose of displaying, identifying and discussing Gameloft's Modern Combat Versus 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 MCVS Community Agents 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.

You cannot participate in the MCVS Community Agents 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 MCVS Community Agents program must be complete and contain accurate, correct information as required by the application form. Your acceptance or rejection in this program 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 MCVS Community Agents 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 MCVS Community Agents program, which is left at our sole discretion.

Your participation to the MCVS Community Agents program is conditioned by consent of the present Rules, as given by opting-in the present page.

3. **Availability.** Gameloft reserves the right in its sole discretion to modify, terminate, establish, control, and limit the MCVS Community Agents 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 MCVS Community Agents 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 MCVS Community Agents program shall be final and binding.

4. **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.
5. **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.
6. **No Sponsorship.** You may not use Gameloft's Assets in any manner that may create the impression that Gameloft is endorsing, sponsoring or affiliated to your use of Gameloft's Assets in your Videos and/or your activity related thereto.
7. **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.



8. **8. Third-party rights.** You represent that none of your Videos violates or will infringe or violate any rights of any third party.
9. **Notices.** You must include the correct copyright and trademark information on each page that contains content related to Gameloft's property:

"© 2017 Gameloft. All Rights Reserved. Gameloft, the logo Gameloft are trademarks of Gameloft in the US and/or other countries."

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 affiliated with, endorsed, sponsored, or specifically approved by Gameloft. This content may use the trademarks and other intellectual property of Gameloft, which is permitted under Gameloft's MCVS Community Agents program rules [link]."

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 Modern Combat Versus 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 Modern Combat Versus.

Likewise, you grant Gameloft a non-exclusive and perpetual license in the world to display and promote your Videos for the purpose of publishing, promoting your Videos on our channel(s), and communications related to the game Modern Combat Versus.

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 MCVS Community Agents program gives you the opportunity to give the game team any kind of feedback, information or suggestions regarding MCVS 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 MCVS Community Agents 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 MCVS Community Agents program.

Reciprocally, you cannot use or disclose to anyone any Confidential Information outside of the scope of the MCVS Community Agents 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 MCVS Community Agents program, feel free to contact us for advice at legal@gameloft.com.

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, for the entire term of our relation and a period of five (5) years upon termination of our relation.

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 MCVS Community Agents 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 MCVS Community Agents 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 MCVS Community Agents program.

You ensure that any content created by you in the course of the MCVS Community Agents 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.



How long do we keep your data?

Your personal data will be kept for as long as you keep your account active. Your personal data 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 data?

Your personal data is stored on internal Gameloft servers, located in Bucharest. 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 Data, 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 Data relevant for their purposes.

Who has access to your personal information? Where is your personal data transferred?

The following categories of persons have access to your personal data: Gameloft employees.

What are your rights in connection with this data processing?

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

Please send any request you might have at the following email address MCVScommunity@gameloft.com. Our colleagues will carefully assess your request and will answer to you within one (1) month unless your request requires more investigations. In that case, you will be specifically informed.

Please note that the personal data requested is strictly necessary for provision of the access to Gameloft's MCVS creator platform. If you ask for the limitation of a processing of your personal data 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



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 MCVS Community Agents 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 MCVS Community Agents 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 MCVS Community Agents program is terminated by you or by Gameloft, you will no longer have access to the MCVS Community Agents 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 Data Processing

By participating in this program, Gameloft will process your personal data, in order to register yourself on the MCVS Creator program and to give you access to all the features of this program. All your personal data 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 data and on the free movement of such data, and repealing Directive 95/46/EC (hereinafter referred to as GDPR) and the relevant national legal provisions.

What kind of personal data do we collect?

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

For what purpose are we collecting your data?

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

