

## **ASPHALT 9: LEGENDS CREATORS RULES**

By running the *Asphalt 9: Legends* Creators program, we want to make sure that the best video creators from the *Asphalt 9: Legends* community get rewarded and promoted.

To this end, we want to encourage you to create video content (“Videos”) by providing many advantages, such as early access to new *Asphalt 9: Legends* versions and content, custom-made assets for your channel, special communication with the game team, promotion on our social-media channels, and more!

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

The *Asphalt 9: Legends* Creators program rules are there to ensure that your use of Gameloft’s Assets and the Videos you create comply with the guidelines below and remain within the permitted uses and policies defined in this set of rules (the “Rules”). Any other use will require specific written approval from Gameloft. By becoming part of the *Asphalt 9: Legends* Creators program, you expressly agree to comply with these Rules.

### **ASPHALT 9: LEGENDS CREATORS PROGRAM GUIDELINES**

- 1. Purpose:** You may use Gameloft’s Assets provided in the *Asphalt 9: Legends* Creators program only for the purposes of displaying, identifying and discussing Gameloft’s *Asphalt 9: Legends* game in your Videos and with your community, as permitted by the Rules. For instance, you may not develop, publish or distribute a game using and/or based on Gameloft’s Assets.
- 2. Eligibility:** To join the *Asphalt 9: Legends* 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.

You cannot participate in the *Asphalt 9: Legends* Creators program or use any of Gameloft’s Assets on behalf of a legal entity or for a commercial purpose, unless you have prior written approval from Gameloft.

To be eligible, your application to the *Asphalt 9: Legends* 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 affirm 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 so you can participate or continue to participate in the *Asphalt 9: Legends* Creators program and use Gameloft’s Assets. You must promptly provide us with any such information that we request. Inaccurate, false or incomplete information will result in the

rejection/termination of your participation in the *Asphalt 9: Legends* Creators program, which is left to our sole discretion.

Your participation in the *Asphalt 9: Legends* Creators program is conditional upon your full consent to the present Rules, which can be provided by opting in via the present page.

3. **Availability:** Gameloft reserves the right at its sole discretion to modify, terminate, establish, control, and limit the *Asphalt 9: Legends* Creators program's features, Gameloft's Assets, and the present Rules at any time, with or without notice.
4. 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 *Asphalt 9: Legends* 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 regarding the Features, and more generally, the *Asphalt 9: Legends* Creators program shall be final and binding.
5. **No Modification:** The Rules do not allow you to alter or modify 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 customers or visitors any kind of fee related to Gameloft's Assets or your use of them, unless such activity is specifically allowed 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. **No Sponsorship:** You may not use Gameloft's Assets in any manner that may create the impression that Gameloft is endorsing, sponsoring or affiliated with your use of Gameloft's Assets in your Videos and/or your activity related thereto.
8. **No Merchandising:** You may not manufacture, sell or give away merchandise items that bear all 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's property:

© 2018 Gameloft. All Rights Reserved. Gameloft, the Gameloft logo and Asphalt are trademarks of Gameloft in the U.S. and/or other countries. All manufacturers, cars, names, brands and associated imagery featured in the *Asphalt 9: Legends* mobile game are trademarks and/or copyrighted materials of their respective owners.

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."

- 10. Objectionable Content:** You may not use Gameloft's Assets in or in connection with—among others and not limited to—content promoting hacks or cheating; materials that are sexually explicit, violent, discriminatory, or that depict illegal activities; disparaging, libelous or dishonest statements about Gameloft and/or its products, employees and agents.
- 11. License:** We grant you a non-exclusive, non-sublicensable and perpetual global license to display and promote the *Asphalt 9: Legends* game and associated intellectual property rights owned by Gameloft and its licensors 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 and its licensors own all rights and interest to copyrights and any other proprietary and intellectual property embodied in the *Asphalt 9: Legends* game.

Likewise, you grant Gameloft a non-exclusive and perpetual global license to display and promote your Videos, and your channel(s)'s name(s) for the purposes of publishing and promoting your Videos in the *Asphalt 9: Legends* game, on our channel(s), and in communications related to the *Asphalt 9: Legends* game.

We acknowledge and agree that, except for our rights and our licensors' rights in and related to our games, you own all copyrights, trademarks and other proprietary and intellectual property rights in and related to the created Videos.

- 12. Feedback:** The *Asphalt 9: Legends* program allows you the opportunity to give the game team any kind of feedback, information or suggestions regarding *Asphalt 9: Legends*. You understand that we can use this without further compensation or other obligations to you.
- 13. Non-public Information:** By being a member of the *Asphalt 9: Legends* 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, and game plots ("Confidential Information").

You can disclose such Confidential Information exclusively for the purposes of the *Asphalt 9: Legends* Creators program.

Reciprocally, you cannot use or disclose to anyone any Confidential Information outside of the scope of the *Asphalt 9: Legends* Creators program unless you have our prior written approval, which we may grant at our sole discretion.

If you are not sure if your intended use of Confidential Information is related to the *Asphalt 9: Legends* program, feel free to contact us for advice.

You also may not disclose to us any confidential information from 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 a 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 relationship within the context of the *Asphalt 9: Legends* 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 *Asphalt 9: Legends* 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 in these Rules conflicts with a term in our Terms of Use, the latter will prevail in relation to any issues concerning the *Asphalt 9: Legends* Creators program.

You affirm that any content created by you in the course of the *Asphalt 9: Legends* Creators program complies with the terms and conditions, as well as any guidelines, from 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 infringement 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 and resolve the matter.

We reserve the discretionary right to reject your candidature or to expel you from the *Asphalt 9: Legends* Creators program, with or without notice, and to 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 litigation arising between you and Gameloft will be dealt with in accordance with our general Terms of Use. Reciprocally, you acknowledge that your participation in the *Asphalt 9: Legends* Creators program is voluntary, and that you can terminate it at any time by giving Gameloft a written notice of termination (an email is sufficient for this purpose).

If your participation in the *Asphalt 9: Legends* Creators program is terminated by you or by Gameloft, you will no longer have access to the *Asphalt 9: Legends* Creators program's 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**

As a result of participating in this program, Gameloft will process your personal information in order to register you in the *Asphalt 9: Legends* Creators program and to give you access to all the program's features. All personal information shall be processed in accordance with the GDPR (General Data Protection Regulation) – 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 information, and repealing Directive 95/46/EC.

**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 social-media accounts.

**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 *Asphalt 9: Legends* Creators program. We collect a minimum set of personal information necessary for registering you on our platform. Furthermore, we will occasionally use your personal information to send you direct marketing communications or other useful information. It can also be used in other ways, as mentioned in these Rules. We will not use your [personal information](#) for other purposes. The legal basis for the processing of your personal information is art. 6 (1) let. b of the GDPR – "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 delete your account on the platform. We will also delete your [personal information](#) at any moment if you 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 for the 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 to 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's Privacy Policy <https://www.gameloft.com/en/privacy-notice>

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

You can exercise your privacy rights at any time and ask Gameloft to give you access to your personal information, and rectify or delete your personal information. You can also request limitations to the processing of your personal information, object to processing of your personal information, or exercise your right to personal-information portability.

Please send any request you might have to the following email address:

[asphaltcommunity@gameloft.com](mailto:asphaltcommunity@gameloft.com). Our colleagues will carefully assess your request and will reply to you within one (1) month unless your request requires further investigation. If it does, you will be specifically informed that that is the case.

Please note that the personal information requested is strictly necessary to provide you with access to Gameloft's *Asphalt 9: Legends* Creators platform. If you request that a type of processing of your personal information be limited, or object to such processing, we may not be able to reply to your request in a positive manner.

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

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