

Terms and Principles of Use of the Scratch Wars Application

1. The Scratch Wars Application (hereinafter also referred to as the “Application”) is a mobile application, a product of Notre Game s.r.o., ID No.: 04489039, Tax ID No.: CZ04489039 (hereinafter also referred to as the “Author”).
2. The Application makes it possible to play the mobile version of the game of Scratch Wars, to scan physical cards, and to administer your own collection of cards.
3. Users are not allowed to use vulgar words when using the Application; they may also not grossly insult other Users or do any other activities that might be considered as bothering other Users.
4. Users are responsible for all the activities performed through their accounts.
5. Users agree not to sell their Account or the rights to their Account or transfer them to anybody else.
6. Users undertake to have only one unique account registered on the website of the Service.
7. If Users use their App-ID to log in, register, or run synchronization on web pages of third parties, they can only use their own Account for such an activity.
8. Users undertake not to require, gather, or use login data of other Service Users.
9. Users bear exclusive responsibility for their own acts and for any data and information they send, publish, or display through the Service.
10. Users undertake to respect the rules of fair play, not to misuse or take advantage of any operational or technical errors in the Application.
11. Users under 16 years of age declare that they have obtained the consent of their legal representative to the processing of the personal data they specify for the purpose of using the Application.
12. The Author bears no responsibility for any loss or damage arising directly, indirectly or accidentally to Users of third parties as a result of or in connection with using the Application. In addition to this, the Author is not responsible for any loss or damage arising to Users of third parties as a result of the impossibility of using the Application or in direct or indirect relation to this event.
13. The Author undertakes to make every effort to run the Application with due professional care to minimize any potential risks that may arise to Users or any third parties within proper use of the Application.
14. The Author is entitled to modify or update the Application without Users’ consent and without prior notification.
15. Breaching these Terms of Use may result (at the Author’s discretion) in cancellation of the User’s Account. Users understand and agree to the fact that they use the Application at their own risk. The Author shall bear no responsibility for misuse of the User’s personal data acquired by a third party through illegal penetration of the system of the Application.
16. These Terms of Use come into effect at the moment they are published. The Author reserves the right to alter these Terms of Use.

Personal and Other Processed Data Protection Principles

The Author, as the administrator, processes Users' personal data in compliance with the below terms and conditions.

We process the data you provide us with in connection with using our Application (i.e., data you use for registration and logging into the Service, purchases in the App, for entering combats on the platform, and for the exchange of cards).

They are the following data:

- Scratch Wars Application ID
- Nickname
- Email address
- Country of origin
- Login password imprint
- data on the User's playing status
- data from platforms that the games run on (e.g. verification of payment)

We process these data to be able to administer your User Account and to be able to ensure and continuously improve the security of our Services, i.e., also of your data.

We also process your data for the following reasons:

- improving the service quality
- analysing and measuring to find out how our Application is used
- analysing your preferences
- payment verification

Third parties who have access to your personal data based on the character of the service you are using or you have used include:

- persons administering the Service for reason of checking observance of the Terms of Service and ensuring flawless functioning of the Service towards the Users;
- persons we provide with data for reason of analysing usage of our Application;
- persons ensuring technical operation of the Application for us, or the authors of technologies we use for our Services;
- persons ensuring sufficient Application security and integrity for us and testing this security regularly;
- persons using the data for reason of interconnecting User Accounts in the Application with the provided Service itself (Scratch Wars Web Pages, Scratch Wars Market, Scratch Wars Online).

All our partners are bound by secrecy, and they may not use the provided data for any purposes different from those we made them accessible to them for.

We are obliged to disclose some of your personal data, for example, to the Police of the Czech Republic or to other law enforcement authorities, including specialized units (ÚOOZ – the National Organized Crime Agency, the Customs Administration, etc.) and other public administration authorities under certain, precisely defined conditions and on the basis of valid legal regulations.

Data obtained within registration for the Service are processed for the period for which the Service is used. These data are stored in the system backend administration. When you stop using the Service, your data are irretrievably deleted from the system. However, it is necessary to point out that we have to process the personal data that are essential for proper provision of the Service, or for fulfilment of all our obligations, i.e., obligations based on the agreement between us or on generally binding legal regulations, regardless of your consent or dissent for the period stipulated by the applicable legal

regulations or in compliance with them even after you may have withdrawn your consent.

Any personal data you provide us with are secured using standard measures and technologies. However, it is not objectively possible to guarantee total security of your personal data. That is why it is also not possible to provide a 100% guarantee that the provided personal data cannot be accessed by a third party, cannot be copied, published, altered, or destroyed by bypassing our security measures. Nevertheless, in this matter, we can assure you that we regularly check the system for weak points and check whether it has been the subject of a security breach attempt. We use such security measures to prevent any unauthorized access to your personal data that, in view of the up-to-date technologies, provide sufficient security. The implemented security measures are then regularly updated.

To ensure better security of your personal data, access to these data is protected by a password, and sensitive data are encrypted during their transmission between the servers and the Application running on your device. However, without your assistance and responsible behaviour we are not able to ensure total security of your data. Please help us ensure the security of your data by keeping your unique passwords and any other access data of our Service secret and by observing basic security principles.

You can withdraw your voluntary consent to personal data processing at any time and free of charge by sending an email requesting erasure of your Account to the following address: info@notre-game.com.

Terms of Use - www.scratchwars.com

These principles came into effect on 24 May 2018.

1. The web pages of www.scratchwars.com are operated by Notre Game s.r.o., ID No.: 04489039 (hereinafter referred to as the "Operator"), who are entitled to exercise their property rights to these web pages under Act No. 121/2000 Sb., the Copyright Act (hereinafter referred to as the "Copyright Act").
2. The Operator hereby issues the Terms of Use governing use of the www.scratchwars.com web pages (hereinafter referred to as the "Terms of Use"). These Terms of Use apply to all persons intending to use the www.scratchwars.com website. Please read the Terms of Use carefully before using these www.scratchwars.com pages.
3. The information on these pages is intended for the public. Access to and use of www.scratchwars.com is free of charge. The Operator can make access to www.scratchwars.com or to some parts of www.scratchwars.com completely or partially conditional on the provision of some of the User's personal data in compliance with Act No. 101/2000 Sb., the Personal Data Protection Act. In such a case, the Operator shall deal with these data in accordance with the legal regulations. Therefore, please read Notre Game s.r.o.'s information on personal data protection.
4. Without the Operator's prior consent, www.scratchwars.com may only be used for one's own use (either as a whole or its separate parts). Any other use is subject to prior approval by the Operator in compliance with the Copyright Act.
5. It is prohibited to make any interference in the technical nature or the contents of www.scratchwars.com without the Operator's prior consent. Only the Operator is entitled to make any decisions on changing, removing, or adding any parts of this Website. Some of the information published on www.scratchwars.com has been taken over by the Operator from sources the Operator considers as reliable. However, the Operator takes no responsibility for the correctness of the published information or how up-to-date it is in any case. The Operator shall not bear any responsibility for any potential losses Users may suffer in relation to using www.scratchwars.com. Also, the Operator shall not be responsible for any advertising, or other forms of promotion, carried out by a third party through www.scratchwars.com. The Operator shall also bear no responsibility for the contents of web pages owned by a third party that can be visited through www.scratchwars.com.
6. With the exception of these Terms of Use, the publishing of any data or information on www.scratchwars.com never has the character of a legal act resulting in a legal relationship between the Operator and an internet user, unless stipulated otherwise in individual cases.
7. Any information specified on these pages is of an informative character only.
8. These Terms of Use may only be changed or added to by the Operator. Any legal relations arising between the Operator and the User of these pages before any change or cancellation of the Terms of Use are governed by the wording effective as of the date of establishment of these relations.

Rules of Use for the 'Players and Rewards' Client Section on www.scratchwars.com

9. Users may not use any vulgar words on the Website, grossly insult other Users, or do any other activities that might be considered as bothering other Users.

10. Users are responsible for any activities carried out on the Website through their Accounts.
11. Users may not sell or transfer their accounts or any rights to their accounts to anybody else.
12. Users may not require, gather, or use the login data of any other Users.
13. Users shall bear exclusive responsibility for their acts and for any data and information they send, publish, or display through the Website.
14. Users under 16 years of age declare that they have the consent of their legal representative to process their own personal data that they specify for the purpose of using their Accounts on the Website.
15. The Operator shall bear no responsibility for any loss or damage arising to Users or a third party directly, indirectly or accidentally as a result of or in relation to using the Website. The Operator shall not be responsible for any loss or damage arising to Users or a third party as a result of the impossibility of using the Website, or in direct or indirect relation to this fact.
16. The Operator undertakes to make every effort to provide the Service with due professional care to minimize any potential risks that may arise to Users or any third parties within proper use of the Website.
17. The Operator is entitled to modify or upgrade the Website without the Users' consent and without prior notification.
18. Any infringement of these Terms of Use may result (at the Operator's discretion) in cancellation of the User's Account. Users understand and agree to the fact that the Operator is not responsible for the contents published on the Website and that they use the Website at their own risk.

These Terms of Use come into effect at the moment they are published. The Operator reserves the right to modify these Terms of Use.

Personal and Other Processed Data Protection Principles

These Terms of Use came into effect on 24 May 2018.

Who processes your data?

Notre Game s.r.o., ID No.: 04489039, with its registered address at Pernerova 293/11, 186 00 Praha 8 - Karlín, entered in the Trade Register kept by the Municipal Court in Prague, Section C, File 248355, and as the administrator, we process your personal data in compliance with the below terms and conditions.

What personal data do we process?

We process personal data you provide us with in connection with using our Services (e.g., within the process of ordering any of our products, by subscribing to content newsletters or by registering in the 'Players and Awards' Client Section on the Scratch Wars Website), or by taking out a contract on using these Services.

They are mostly the data you provide us with when registering for or using our Services:

- Email
- Encrypted password
- Nickname
- Country of origin
- First name and last name(s) (only if necessary for a particular service)
- Delivery address (only in the case of product or service orders)

- Profile information such as Your Account ID in the Scratch Wars Application, Facebook Profile address, profile photographs, Clan Facebook Page, Clan Email Address (if you attach them to your Account)
- Telephone number (only in the case of creating an event and for the purpose of product or service orders)
- Any other data you provide voluntarily (e.g., in the Contact Form)

and also data we obtain from you through our Services:

- IP address
- cookies (in the case of online services)
- or any other online identifier

Why do we process your personal data?

The main reason why we process your personal data is that we need to administer your User Accounts with our Services to be able to provide you with the Services you are interested in and to ensure and continuously improve the security of our Services, i.e., also of your data.

We also process your data for the following reasons:

- improvement of our current Services and the development of new ones
- analysis and measurement of the way in which our services are used
- analysis of your preferences
- acquisition of tangible or intangible awards in the consumer competitions we organize and their delivery to the winners
- contacting you in the case of choosing your proposals within the Service of “Propose the Hero’s Name”
- sending business communications and content newsletters
- answering your questions sent through the Contact Form

Thanks to the consent to the processing of your personal data, we can continue to provide you with some of our Services free of charge.

Who will have access to your data?

Third parties who might have access to your personal data based on the character of the Service you are using or you have used include:

- persons we provide with data for reason of analysing the visit rate of our Websites;
- persons ensuring technical operation of a certain service for us or operators of technologies we use for our Services;
- persons ensuring for us sufficient security and integrity of our Services and Websites and testing these security systems regularly;
- business partners or sponsors taking part in the organization of our events, conferences, seminars, etc.

In addition to the above, we are also obliged to disclose some of your personal data, for example, to the Police of the Czech Republic or to other law enforcement authorities, including specialized units (ÚOOZ – the National Organized Crime Agency, the Customs Administration, etc.) and other public administration authorities under certain, precisely defined conditions and on the basis of valid legal regulations.

How long do we process your data?

We process your data for the entire period for which you use our Services (i.e., for the period of the contractual relationship between us) unless you withdraw your consent to the processing of your personal data. Subsequently, your data will be deleted from the system.

However, it is necessary to point out that we must process those personal data that are essential for proper provision of the Service or for the fulfilment of all our obligations, i.e., obligations based on the agreement between us or on generally binding legal regulations, regardless of your consent or dissent, for the period stipulated by the applicable legal regulations or in compliance with them even after you may have withdrawn your consent.

Are your personal data secured?

Any personal data you provide us with are secured using standard measures and technologies. However, it is not objectively possible to guarantee total security of your personal data. That is why it is also not possible to provide a 100% guarantee that the provided personal data cannot be accessed by a third party, cannot be copied, published, altered, or destroyed by bypassing our security measures.

Nevertheless, in this matter, we can assure you that we regularly check the system for weak points and we check whether it has been the subject of a security breach attempt. We use such security measures to prevent any unauthorized access to your personal data that, in view of the up-to-date technologies, provide sufficient security. The implemented security measures are then regularly updated.

To ensure better security of your personal data, access to these data is protected by a password, and sensitive data are encrypted during their transmission between your browser and our Website.

However, without your assistance and responsible behaviour we are not able to ensure the total security of your data. Please help us ensure the security of your data by keeping your unique passwords and any other access data of our Service secret and by observing basic security principles. Please always bear in mind that instant messaging in the Client Section is not encrypted. Therefore, we strictly recommend not using these forms of communication when providing confidential information.

How and when can you withdraw your consent to personal data processing?

You can withdraw your voluntary consent to personal data processing at any time and free of charge by sending an email to info@notre-game.com.

What are all your rights relating to personal data protection?

As for your personal data, you have the following rights in particular:

- right to withdraw your consent at any time;
- right to correct or complete your personal data;
- right to require restriction of processing;
- right to raise an objection against or to complain about the processing in certain cases;
- right to require transmission of the data;
- right to access your personal data;
- right to be informed about a personal data security breach in certain cases;
- right to erasure of your personal data (right to be “forgotten”) in certain cases; and

- other rights stipulated in the Act on Personal Data Protection and in Regulation (EU) 2016/679 on personal data protection once it comes into effect.

How can you contact us?

If you have any questions about personal data protection or about withdrawal of your consent to further processing of your personal data, please contact us by email at: info@notre-game.com or in writing at our address: Pernerova 293/11, 186 00 Praha 8 - Karlín, c/o Data Protection Officer.

Rules for Social Media Contests on Facebook, Instagram, YouTube, or Snapchat, or on Scratch Wars Website. Hereinafter Referred to as the “Social Networks”

1. Contests are organized by Notre Game s.r.o., Pernerova 293/11, 186 00 Prague 8 - Karlín, Czech Republic
ID No.: 04489039
E-mail: info@notre-game.com, www.notre-game.com

2. Contests always last for the period specified in the contribution on the “Social Networks”. **The Prizes are always defined for individual Contests in the contribution on the “Social Networks”.** The winner is always published on the “Social Networks” after the Contest is closed as specified by the Organizer.

3. Those who are interested in participating in a Contest **must be active users of the “Social Networks”**, and so they must have their own profile on them. All the Contests are valid in the area of the Czech Republic. If a participant is a citizen of another country or a citizen of the Czech Republic living abroad, the Contest Organizer is not obliged to deliver any potential Prize to them to an address outside the Czech Republic. If such a Contestant still takes part in a Contest, they bear in mind the fact that they can incur extra costs after winning the Contest to cover the delivery of their Prize to an address outside the Czech Republic.

4. Contests can be based on sharing photos, opinions, Contestant’s pieces of work. The point is mainly in originality, inventiveness, wit.

5. Contest winners shall be evaluated by the Scratch Wars internal committee on the basis of originality, inventiveness, wit, or fulfilment of all the Contest conditions.

6. The winner of an experience must meet all the criteria specified in individual contributions on the “Social Networks”.

7. The winner shall be notified of the Prize in a private message on their “Social Network”, or through public sharing of the winner’s name or nickname on the given “Social Network”. If the Organizer invites them to do so, winners are always obliged to send them their exact address and their name for the reason of sending a potential Prize. The Organizer shall not bear any responsibility for any delay in the delivery of information by the winners.

8. If the Organizer has reasonable suspicion of fraudulent, deceitful, or unfair behaviour of a Contestant or another person who helped or might have helped a Contestant to win a Prize, or if such behaviour occurs, the Contestant shall be excluded from the Contest; this applies similarly in the case of another act of

behaviour of a Contestant or another person who helped or might have helped a Contestant to win a Prize that is otherwise in contradiction to the Contest Rules or Terms and Conditions. Participation in a Contest may not be enforced by legal action.

9. A Prize won by a Contestant that is not possible to deliver for any reasons that are not on the side of the Organizer shall be forfeited to the Organizer. The Organizer shall not be responsible for any loss, damage, destruction, or non-delivery of the notice of the Prize, or for any loss, damage, destruction, or non-delivery of the Prize itself for reasons on the side of the Contestant or the provider of electronic communication services, the provider of postal services, or another delivery person.

10. There is no legal right to the Prize, and it is not possible to exchange it for cash or to demand alternative performance.

11. By participating in the Contest, the Contestant gives the Contest Organizer, Notre Game, their consent to the processing of their personal data for reason of organization of the Contest to the extent that is necessary for this reason, including consent to their publishing on www.scratchwars.com or on the "Social Networks" of Scratch Wars in compliance with Act No. 101/2000 Sb., on personal data protection, and Act No. 127/2005 Sb., on electronic communications, as amended. At the same time, the Contestant gives Notre Game their consent to sending information about the organized events and other activities, as well as business communications, to the provided e-mail address, in accordance with Act No. 480/2004 Sb., on some services provided by an information company, until this consent is recalled in writing, or for a period of three years, unless recalled earlier. The Contest Organizer is entitled to process the personal data provided by the Contestants for the duration of the Contest and for a reasonable period after its termination, but not longer than until the end of the third month after termination of the Contest. The Contestants are entitled to access the data, to request information about the processed personal data in writing, and if their rights have been breached, they can ask the Contest Organizer for an explanation or require the Contest Organizer to remove the defective condition, or they are entitled to address the Office for Personal Data Protection. The Contestants take into account the fact that they hold the rights under § 11 and 21 of Act No. 101/2000 Sb., on personal data protection, i.e., particularly the fact that provision of personal data is voluntary, that they are entitled to withdraw their consent at any time free of charge, and that they are entitled to correct, block, and erase their data. The Contestants can withdraw their above-mentioned consent at any time by sending a written request to the above-mentioned address of Notre Game. However, in such a case, they lose their right to the Prize, unless the Contest has been terminated.

12. The Organizer reserves the right to change the Contest Rules or Terms and Conditions at any time, including a change in the duration of the Contest, or to terminate the Contest at any time without compensation as of the day it is published on www.scratchwars.cz or on the "Social Networks" of Scratch Wars.

13. By registering for a Contest, i.e. by active involvement in and fulfilment of the Contest Terms and Conditions, the Contestant agrees to the Contest Rules

and Terms and Conditions in full.

14. Notre Game, s.r.o. organizes the Contest at its own initiative and independently of the portals of the “Social Networks”.