

## Terms of Use - [www.scratchwars.com](http://www.scratchwars.com)

*These principles came into effect on 24 May 2018.*

1. The web pages of [www.scratchwars.com](http://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](http://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](http://www.scratchwars.com) website. Please read the Terms of Use carefully before using these [www.scratchwars.com](http://www.scratchwars.com) pages.
3. The information on these pages is intended for the public. Access to and use of [www.scratchwars.com](http://www.scratchwars.com) is free of charge. The Operator can make access to [www.scratchwars.com](http://www.scratchwars.com) or to some parts of [www.scratchwars.com](http://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](http://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](http://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](http://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](http://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](http://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](http://www.scratchwars.com).
6. With the exception of these Terms of Use, the publishing of any data or information on [www.scratchwars.com](http://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](http://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

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### Who processes your data?

Notre Game s.r.o., ID No.: 281 91 226, 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
- 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](mailto: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](mailto:info@notre-game.com) or in writing at our address: Pernerova 293/11, 186 00 Praha 8 - Karlín, c/o Data Protection Officer.