

# Terms and Conditions

Last updated: April 28, 2022.

Please read these terms and conditions carefully before using Our Service.

## Interpretation and Definitions

### Interpretation

The words of which the initial letter is capitalized have meanings defined under the following conditions.

The following definitions shall have the same meaning regardless of whether they appear in singular or in plural.

### Definitions

For the purposes of these Terms and Conditions:

- **Company** (referred to as either "the Company", "We", "Us" or "Our" in this Agreement) refers to WN Media Group Ltd.
- **Service** refers to services to be provided on the WN Hub platform by the Company in connection with The Event and the Website.
- **Event** refers to any event conducted by WN Media Group LLC on the WN Hub platform.
- **Partner Event** – event by Partner Company, that is held on the WN Hub Platform.
- **Contest** refers to Publish Me! Contest conducted by WN Media Group LLC.
- **Terms and Conditions** (also referred as "Terms") mean these Terms and Conditions that form the entire agreement between You and the Company regarding the use of the Service.
- **Third-party Social Media Service** means any services or content (including data, information, products or services) provided by a third-party that may be displayed, included or made available by the Service.
- **Website** refers to <https://publishmefest.wnhub.io> (as well as the page with registration form <https://publishme.wnhub.io>). The Website address name of the online Partner Events may additionally contain the name of the Partner Company.

- **You** and **Customer** means the individual accessing or using the Service, or the company, or other legal entity on behalf of which such individual is accessing or using the Service, as applicable.

## Acknowledgement

These are the Terms and Conditions governing the use of this Service and the agreement that operates between You and the Company. These Terms and Conditions set out the rights and obligations of all users regarding the use of the Service.

Your access to and use of the Service is conditioned on Your acceptance of and compliance with these Terms and Conditions. These Terms and Conditions apply to all visitors, users and others who access or use the Service.

By accessing or using the Service You agree to be bound by these Terms and Conditions. If You disagree with any part of these Terms and Conditions, then You may not access the Service.

Your access to and use of the Service is also conditioned on Your acceptance of and compliance with the Privacy Policy of the Company. Our Privacy Policy describes Our policies and procedures on the collection, use and disclosure of Your personal information when You use the Application or the Website and tells You about Your privacy rights and how the law protects You. Please read Our Privacy Policy carefully before using Our Service. Our Privacy Policy, that is a public document, is available to any Internet user at our website.

## Personal Data Processing

1.1. Processing of personal data is carried out on the basis of the following principles:

- Legitimacy of the purposes and methods of processing personal data;
- conscientiousness;

- the purposes of processing personal data correspond to the purposes predetermined and claimed during the collection of personal data, as well as the powers of the Company;
- the volume and nature of the personal data under processing correspond to the ways of processing personal data and the purposes of processing personal data.

## 1.2. Personal Data Collection

Collection of the User's personal data is carried out on the Website:

### 1.2.1. When the User submits the registration form (registration forms):

- The registration form at <https://publishmefest.wnhub.io> or <https://publishme.wnhub.io> is required to be completed if the User wishes to participate in the Event. The User agrees that the name and/or logo of User's Company can be used on the website (<https://publishmefest.wnhub.io> or <https://publishme.wnhub.io>) in the list of members.
- If the User registers the Website using Google account - The Company shall have the right to save and collect the following User Google account data: name, email address, language settings and profile photo, Application settings.

### 1.2.2. When you apply form for Contest:

- The registration form at <https://games.wnhub.io/publishme> is required to be completed if the User wishes to participate in the Contest. By submitting your game to the Contest you confirm that you are familiar with and agree with the competition rules, and give your consent to the processing and storage of personal data.
- Company reserves the right to share participants' names and emails with our partners. Other personal data is not shared with the jury, sponsors or third parties.

## Links to Other Websites

Our Service may contain links to third-party web sites or services that are not owned or controlled by the Company.

The Company has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party web sites or services. You further acknowledge and agree that the Company shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content or services available on or through any such web sites or services.

We strongly advise You to read the terms and conditions and privacy policies of any third-party web sites or services that You visit.

## Termination

We may terminate or suspend Your access immediately, without prior notice or liability, for any reason whatsoever, including without limitation if You breach these Terms and Conditions.

Upon termination, Your right to use the Service will cease immediately.

## Limitation of Liability

Notwithstanding any damages that You might incur, the entire liability of the Company and any of its suppliers under any provision of this Terms and Your exclusive remedy for all of the foregoing shall be limited to the amount actually paid by You through the Service.

To the maximum extent permitted by applicable law, in no event shall the Company or its suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits, loss of data or other information, for business interruption, for loss of privacy arising out of or in any way related to the use of or inability to use the Service, third-party software and/or third-party hardware used with the Service, or otherwise in connection with any provision of this Terms), even if the Company or any supplier has been advised of the possibility of such damages and even if the remedy fails of its essential purpose.

Some states do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages, which means that some of the above limitations

may not apply. In these states, each party's liability will be limited to the greatest extent permitted by law.

## "AS IS" and "AS AVAILABLE" Disclaimer

The Service is provided to You "AS IS" and "AS AVAILABLE" and with all faults and defects without warranty of any kind. To the maximum extent permitted under applicable law, the Company, on its own behalf and on behalf of its Affiliates and its and their respective licensors and service providers, expressly disclaims all warranties, whether express, implied, statutory or otherwise, with respect to the Service, including all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and warranties that may arise out of course of dealing, course of performance, usage or trade practice. Without limitation to the foregoing, the Company provides no warranty or undertaking, and makes no representation of any kind that the Service will meet Your requirements, achieve any intended results, be compatible or work with any other software, applications, systems or services, operate without interruption, meet any performance or reliability standards or be error free or that any errors or defects can or will be corrected.

Without limiting the foregoing, neither the Company nor any of the company's provider makes any representation or warranty of any kind, express or implied: (i) as to the operation or availability of the Service, or the information, content, and materials or products included thereon; (ii) that the Service will be uninterrupted or error-free; (iii) as to the accuracy, reliability, or currency of any information or content provided through the Service; or (iv) that the Service, its servers, the content, or e-mails sent from or on behalf of the Company are free of viruses, scripts, trojan horses, worms, malware, timebombs or other harmful components.

Some jurisdictions do not allow the exclusion of certain types of warranties or limitations on applicable statutory rights of a consumer, so some or all of the above exclusions and limitations may not apply to You. But in such a case the exclusions and limitations set forth in this section shall be applied to the greatest extent enforceable under applicable law.

# Disputes Resolution

If You have any concern or dispute about the Service, You agree to first try to resolve the dispute informally by contacting the Company.

# Severability and Waiver

## **Severability**

If any provision of these Terms is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

## **Waiver**

Except as provided herein, the failure to exercise a right or to require performance of an obligation under these Terms shall not affect a party's ability to exercise such right or require such performance at any time thereafter nor shall the waiver of a breach constitute a waiver of any subsequent breach.

# Participation on the Contest

Contest is free. Both professional and amateur game developers can submit their games for the Contest.

Company accepts casual mobile games only, at least at playable prototype, alpha or beta stage or games released not earlier than September 1, 2021 and available for publishing deals if interested.

The game can be accepted for the Contest if your game was not released prior to the start of the application period. If you are releasing your game after the application period has begun, you are'll be able to participate.

You can participate in several Contests in a row if you are submitting different games. If you want to submit multiple games you'll need to fill out multiple applications

You can not participate in the Contest if exclusive rights to the game are owned by some publishing company.

You warrant that any Content provided or posted by You does not infringe any third party's Intellectual Property Rights or other rights arising at law or otherwise.

The submissions are accepted from May 31, 2022 till July 10, 2022.

From July 10, 2022 till July 17, 2022 members of the jury evaluate the projects.

Award Ceremony - July 18, 2022.

The exact dates of each period may be changed by organizers at any time if necessary.

All projects go through pre-moderation by organizers during the entire period.

Organizers of the Contest reserve the right to deny the participant without explanation.

Members of the jury receive the full list of participants and access to their projects' materials.

Members of the jury mark the projects out of ten and leave feedback for a developer optionally.

Providing all data marked as 'Required' in the Registration form is compulsory.

The Winner(s) will receive the prizes from the partners of the Contest according to the description on the Website.

Organizers have permission to share the Winner's name and email with the partners of the Contest.

Organizers reserve the right to change the conditions of the Contest at any time at their own discretion.

By submitting the project for the Contest you show an absolute acceptance of the present Terms and confirm your consent to the processing of provided personal data.

### **Awards and prizes**

Winners are announced on a predetermined date. In some cases, Company can postpone the announcement for several days (for example, to clarify the ratings with some judges).

Contest winners receive prizes from our Partner Company.

If the finalist declines the prize, we send it to the team that took the second place during the voting period.

Company reserves the right to correct the non-monetary prize pool without diminishing its value.

We get in touch with the winners within a month after competition results are announced.

Winners are not allowed to share the results of the Contest before it's officially announced on the Website.

## Translation Interpretation

These Terms and Conditions may have been translated if We have made them available to You on our Service.

You agree that the original English text shall prevail in the case of a dispute.

## Changes to These Terms and Conditions

We reserve the right, at Our sole discretion, to modify or replace these Terms at any time. If a revision is material, We will make reasonable efforts to provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at Our sole discretion.

By continuing to access or use Our Service after those revisions become effective, You agree to be bound by the revised terms. If You do not agree to the new terms, in whole or in part, please stop using the website and the Service.

## Contact Us

If you have any questions about these Terms and Conditions, You can contact us:

- By email: [welcome@wn.media](mailto:welcome@wn.media)