



## **USER AGREEMENT FOR PORTAL ONE ARCADE**

### **Version 6.0**

*Please read this User Agreement (consisting of the “Terms of Use”, “Privacy Policy” and “Contest Rules” listed below) for the PortalOne Arcade application before using the application. By using the application, you acknowledge that you have read and accepted the User Agreement.*

*Contents of this User Agreement (the “Agreement”) regarding your use of PortalOne Arcade:*

**Terms of Use (1)**

**Privacy Policy (10)**

**Contest Rules (18)**

### **Terms of Use**

*Last updated: November 1, 2024*

#### **1. Terms of Use**

Please read these Terms of Use, Privacy Policy and Contest Rules (together the “Agreement”) fully and carefully before using the PortalOne Arcade application (the “App”). The App and the services, features, content or applications in connection with the App (together with the App called the “Services”) are offered by PortalOne AS (the supplier of the App and Services is called the “Company”, “we”, “us” or “our”). This Agreement sets forth the legally binding terms and conditions for your use of the App and the Services.

#### **2. Acceptance of Terms of Use**

By signing up for, installing and/or using the App in any manner, you agree to these Terms of Use and all other operating rules, policies and procedures published from time to time through the App by us, each of which is incorporated by reference and each of which may be updated from time to time. By using the App, you acknowledge that you have read our Privacy Policy.

Certain of the Services may be subject to additional terms and conditions specified by us from time to time. Your use of such Services is subject to those additional terms and conditions, which are incorporated into these Terms of Use by this reference, including without limitation the Contest Rules.

These Terms of Use and our Privacy Policy apply to all users of the Services, including, without limitation, users who are players, spectators, and contributors of Content, registered or otherwise.

#### **3. Eligibility**



You represent and warrant that you are an individual person at least 13 years of age. If you are under this age, you may not, under any circumstances or for any reason, use the Services. We may, in our sole discretion, refuse to offer the Services to any person or entity and change its eligibility criteria at any time. You are solely responsible for ensuring that your use of the Services is in compliance with all laws, rules and regulations applicable to you. Your right to access and use of the Services does not apply where and when these Terms of Use or use of the Services is prohibited or to the extent offering, sale or provision of the Services conflicts with any applicable law, rule or regulation. Further, the Services are offered only for your use, and not for the use or benefit of any third party. You are not eligible for our Contests if you violate any provision of these Terms of Use (including the Contest Rules).

#### **4. Registration**

To sign up for the Services, we require that you to register for an Account on the Services (an "Account"). You must provide accurate and complete information and keep your Account information updated. If we find that you have provided any information that is inaccurate, not current or incomplete, we may deny you access to Contests, areas requiring registration, disqualify you from Contests, revoke Prizes, and/or terminate your Account, if deemed as a proportional response by us.

To win Prizes you must provide your real name (first and last) when registering for the App and when using the App. We require your real name to prevent activities such as cheating by registering more than one user per person, to avoid abusive language, and to achieve and maintain the desired social interaction element in the game. If we detect a name containing for instance abusive language and/or numbers, we reserve the right update your user name and change it to your real name (based on information you have provided) or an anonymized name, or block your access to PortalOne Arcade. In such instances, you might receive a notification with a request to update and correct the name provided. If you have received such a notification and/or been blocked from the App, and you believe this is unwarranted based on the terms of this Agreement, please contact PortalOne at: [hello@portalone.com](mailto:hello@portalone.com).

You shall not: (i) select or use as a username a name of another person with the intent to impersonate that person; (ii) use as a username a name subject to any rights of a person other than you without appropriate authorization; or (iii) use, as a username, a name that is otherwise offensive, vulgar or obscene. You are solely responsible for the activity that occurs on your Account and for keeping your Account password and login credentials secure. You may never use another person's user Account or registration information for the Services without permission. You must notify us immediately of any breach of security or unauthorized use of your Account.

You may establish, maintain, use and control only one Account on the Service. Each Account on the Service may only be owned, maintained, used and controlled by one individual. In the event we determine that you have opened, maintained, used or controlled more than one Account, in



addition to any other rights that we may have, we reserve the right to suspend or terminate any or all of your accounts and terminate, withhold or revoke the awarding of any Prizes.

## 5. Content

For purposes of these Terms of Use, the term "**Content**" includes, without limitation, information, data, text, photographs, videos, audio clips, written posts and comments, software, scripts, graphics, and interactive features generated, provided, or otherwise made accessible on or through the Services. For the purposes of this Agreement, "Content" also includes all User Content (as defined below).

All Content added, created, uploaded, submitted, distributed, or posted to the Services by users (collectively "**User Content**"), whether publicly posted or privately transmitted, is the sole responsibility of the person who originated such User Content. You represent that all User Content provided by you is accurate, complete, up-to-date, and in compliance with all applicable laws, rules and regulations. You retain ownership of any and all User Content created and/or uploaded by you. You acknowledge that all Content, including User Content, accessed by you using the Services is at your own risk and you will be solely responsible for any damage or loss to you or any other party resulting therefrom. We do not guarantee that any Content you access on or through the Services is or will continue to be accurate.

The Services may contain Content specifically provided by us, our partners or our users and such Content is protected by copyrights, trademarks, service marks, patents, trade secrets or other proprietary rights and laws. You shall abide by and maintain all copyright notices, information, and restrictions contained in any Content accessed through the Services.

Subject to these Terms of Use, we grant each user of the Services a worldwide, non-exclusive, non-sublicensable and non-transferable license to use (i.e., to download and display locally) Content solely for purposes of using the Services. Use, reproduction, modification, distribution or storage of any Content (other than your User Content) for other than purposes of using the Services is expressly prohibited without prior written permission from us. You shall not sell, license, rent, or otherwise use or exploit any Content (other than your User Content) for commercial use or in any way that violates any third party right.

By submitting User Content through the Services, you hereby do and shall grant us a worldwide, non-exclusive, perpetual, royalty-free, fully paid, sublicensable and transferable license to use, edit, modify, manipulate, truncate, aggregate, reproduce, distribute, prepare derivative works of, display, perform, and otherwise fully exploit the User Content in connection with the App, the Services and our (and our successors' and assigns') businesses, including without limitation for promoting and redistributing part or all of the App or the Services (and derivative works thereof) in any media formats and through any media channels (including, without limitation, third party websites and feeds), and including after your termination of your Account or the Services. For the sake of clarity, to the extent any User Content you submit includes your name, likeness,



voice, video, or photograph, you acknowledge and agree that the foregoing license of this Section 5 shall apply to the same. You also hereby do and shall grant each user of the App and/or the Services a non-exclusive, perpetual license to access your User Content through the App and/or the Services, and to use, edit, modify, reproduce, distribute, prepare derivative works of, display and perform such User Content, including after your termination of your Account or the Services.

For clarity, the foregoing license granted to our users and us does not affect your ownership or privacy rights in your User Content (as detailed in our Privacy Policy). You represent and warrant that you have all rights to grant such licenses to us without infringement or violation of any applicable laws or third-party rights, including without limitation, any privacy rights, publicity rights, copyrights, trademarks, contract rights, or any other intellectual property or proprietary rights.

We do not guarantee that any Content will be made available on the App or through the Services. We reserve the right to, but do not have any obligation to, (i) remove, edit or modify or otherwise manipulate any Content in our sole discretion, at any time, without notice to you and for any reason (including, but not limited to, upon receipt of claims or allegations from third parties or authorities relating to such Content or if we are concerned that you may have violated these Terms of Use), or for no reason at all and (ii) to remove or block any Content from the Services.

## **6. Rules of Conduct**

As a condition of use, you promise not to use the Services for any purpose that is prohibited by these Terms of Use. You are responsible for all of your activity in connection with the Services. Violation of our rules may result in the termination and cancellation of your Account and forfeiture of your winnings.

By way of example, and not as a limitation, you shall not (and shall not permit any third party to) either (a) take any action or (b) upload, download, post, submit or otherwise distribute or facilitate distribution of any Content on or through the Service, including without limitation any User Content, that:

- reuses the Services for any unauthorized purpose, or in violation of any applicable law, including intellectual property laws;
- you know is false, misleading, untruthful or inaccurate, including, but not limited to, providing inaccurate contact or Account information;
- illicitly manufactures currencies or other benefits by providing inaccurate information, buying or selling such benefits, creating multiple accounts, or other means;
- results in the creation or operation of multiple user accounts;
- enters you into a contest for which you are not eligible, whether by multi-accounting, providing misleading information, masking or altering your IP address, or other means;
- results in the sale or transfer of your Account;



- is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, obscene, vulgar, pornographic, offensive, profane, contains or depicts nudity, contains or depicts sexual activity, otherwise violates any law or right of any third party, or is otherwise inappropriate as determined by us in our sole discretion;
- constitutes unauthorized or unsolicited advertising, junk or bulk email ("spamming");
- contains software viruses or any other computer codes, files, content, or programs that are designed or intended to disrupt, damage, limit or interfere with the proper function of any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any system, data, password or other information of ours or of any third party;
- is designed or intended to obtain password, Account, or private information from any PortalOne user;
- impersonates any person or entity, including any of our employees, representatives, or users;
- promotes or links to affiliate programs, multi-level marketing schemes, sites repurposing existing stories or off-topic content; or
- includes anyone's sensitive personal data.

You shall not (directly or indirectly):

- decipher, decompile, disassemble, reverse engineer or otherwise attempt to derive any source code or underlying ideas or algorithms of any part of the Services (including without limitation any application), except to the limited extent applicable laws specifically prohibit such restriction,
- modify, translate, or otherwise create derivative works of any part of the Services, or
- copy, rent, lease, distribute, or otherwise transfer any of the rights that you receive hereunder.

If for any reason the Service is not running as originally planned (e.g., if it becomes corrupted or does not allow the proper usage and processing of entries in accordance with the rules, or if infection by a computer virus, bugs, tampering, unauthorized intervention, actions by users, fraud, technical failures, or any other causes of any kind, corrupts or affects the administration, security, fairness, integrity or proper conduct of the Service), we reserves the right, in our sole discretion, to disqualify any individual implicated in or relating to the cause and/or to cancel, terminate, extend, modify or suspend the Service, and select the winner(s) from all eligible entries. If such cancellation, termination, modification or suspension occurs, notification may be posted in the App or elsewhere in the Services.

## **7. Third-Party Services**

The Services may permit you to link to or otherwise access other websites, services or resources on your device and the Internet, and other websites, services or resources may contain links to or be accessed by the Services or the App. These other resources are not under our control, and



you acknowledge that we are not responsible or liable for the content, functions, accuracy, legality, appropriateness or any other aspect of such websites or resources. The inclusion of any such link or access does not imply our endorsement or any association between us and their operators. You further acknowledge and agree that we 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, goods or services available on or through any such website or resource.

## **8. In-App Purchases**

Users have the opportunity to purchase certain virtual items or currencies in the App ("**In-App Purchase**"). These virtual items/currencies are licensed to you on a limited, personal, non-transferable, non-sublicensable, revocable basis solely for non-commercial use.

In-App Purchases will be offered through the app store from which you originally downloaded the App. In-App Purchases are governed by the Terms of Use (including the Contest Rules), in addition to any applicable "in-app" purchase rules and policies made available in the relevant app stores (by the app store provider and/or us).

You agree to pay all applicable fees associated with In-App Purchases you make through the App. All fees are non-refundable and non-cancellable unless other rights follow from mandatory law or the purchase rules and policies of the relevant app store.

## **9. Termination**

We may terminate your access to all or any part of the Services at any time if deemed necessary by us, which may result in the forfeiture and destruction of all information associated with your use of the Services. If you wish to terminate your Account, you may do so by removing the App from your device and following the instructions on the App or through the Services. All provisions of these Terms of Use which by their nature should survive termination shall survive termination, including, without limitation, licenses of User Content, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

## **10. Warranty Disclaimer**

We have no special relationship with or fiduciary duty to you. You acknowledge that we have no duty to take any action regarding which users gain access to the Services; what Content you access via the Services; or how you may interpret or use the Content.

We make no representations concerning any Content contained in or accessed through the Services, and we will not be responsible or liable for the accuracy, copyright compliance, or legality of material or Content contained in or accessed through the Services.



The views and opinions of our hosts and show guests are their own and not necessarily representative of our views and opinions and we assume no responsibility for the Content, accuracy, or views of or opinions expressed by such hosts.

THE SERVICES AND CONTENT ARE PROVIDED "AS IS", "AS AVAILABLE" AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES IMPLIED BY ANY COURSE OF PERFORMANCE OR USAGE OF TRADE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. WE, AND OUR DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS, PARTNERS AND CONTENT PROVIDERS DO NOT WARRANT THAT: (I) THE SERVICES WILL BE SECURE OR AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; (II) ANY DEFECTS OR ERRORS WILL BE CORRECTED; (III) ANY CONTENT OR SOFTWARE AVAILABLE AT OR THROUGH THE SERVICES IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; OR (IV) THE RESULTS OF USING THE SERVICES WILL MEET YOUR REQUIREMENTS. YOUR USE OF THE SERVICES IS SOLELY AT YOUR OWN RISK.

#### **11. Indemnification**

You shall defend, indemnify, and hold harmless us, our affiliates and each of our and their respective employees, contractors, directors, suppliers and representatives from all liabilities, claims, and expenses, including reasonable attorneys' fees, that arise from or relate to your misuse of the Services or Content, and otherwise from your violation of these Terms of Use, or infringement by you, or any third party using your Account or identity in the Services, of any intellectual property or other right of any person or entity. We reserve the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will assist and cooperate with us in asserting any available defenses.

#### **12. Limitation of Liability**

IN NO EVENT SHALL WE, NOR OUR DIRECTORS, EMPLOYEES, AGENTS, PARTNERS, SUPPLIERS OR CONTENT PROVIDERS, BE LIABLE UNDER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE OR ANY OTHER LEGAL OR EQUITABLE THEORY WITH RESPECT TO THE SERVICES (I) FOR ANY LOST PROFITS, DATA LOSS, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, COMPENSATORY OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (HOWEVER ARISING), (II) FOR ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE (REGARDLESS OF THE SOURCE OF ORIGIN), OR (III) FOR ANY DIRECT DAMAGES IN EXCESS OF (IN THE AGGREGATE) OF THE GREATER OF NOK 5 000.

#### **13. Governing Law and Jurisdiction**

These Terms of Use shall be governed by and construed in accordance with the laws of Norway, including its conflicts of law rules. You agree that any dispute arising from or relating to the subject matter of these Terms of Use shall be governed by the exclusive jurisdiction and venue of the Oslo District Court.



#### **14. Modification**

We reserve the right to modify or replace any of these Terms of Use, or change, suspend, or discontinue the Services (including without limitation, adding new features, functionality and Contests, and changing the availability of current or future feature, database or Content) at any time after posting a notice in the App or by sending you notice through the Services, via email or by another appropriate means of electronic communication. We may also impose limits on certain features and services or restrict your access to parts or all of the Services without notice or liability. While we will provide reasonable notice of modifications as detailed above, it is also your responsibility to check these Terms of Use periodically for changes and notifications of changes. Your continued use of the Services following notification of any changes to these Terms of Use constitutes acceptance of those changes, which will apply to your continued use of the Services going forward. Your use of the Services is subject to the Terms of Use in effect at the time of such use.

#### **15. Miscellaneous**

These Terms of Use are the entire Agreement between you and us with respect to the Services, including use of the App, and supersede all prior or contemporaneous communications and proposals (whether oral, written or electronic) between you and us with respect to the Services. If any provision of these Terms of Use is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that these Terms of Use will otherwise remain in full force and effect and enforceable. The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder

We shall not be liable for any failure to perform our obligations hereunder where such failure results from any cause beyond our reasonable control, including, without limitation, mechanical, electronic or communications failure or degradation.

These Terms of Use are personal to you, and are not assignable, transferable or sublicensable by you except with our prior written consent. We may assign, transfer or delegate any of our rights and obligations hereunder without consent.

No agency, partnership, joint venture, or employment relationship is created as a result of these Terms of Use and neither party has any authority of any kind to bind the other in any respect.

Unless otherwise specified in these Term of Service, all notices under these Terms of Use will be in writing and will be deemed to have been duly given when received, if personally delivered or sent by certified or registered mail, return receipt requested; when receipt is electronically confirmed, if transmitted by facsimile or email; or the day after it is sent, if sent for next day delivery by recognized overnight delivery service.

Our failure to enforce any part of these Terms of Use shall not constitute a waiver of our right to later enforce that or any other part of these Terms of Use. Waiver of compliance in any particular





instance does not mean that we will waive compliance in the future. In order for any waiver of compliance with these Terms of Use to be binding, we must provide you with written notice of such waiver through one of our authorized representatives.

The App is not sponsored, endorsed, administered by, or associated with Apple Inc. or any of its subsidiaries.

You may contact us at the following address: [hello@portalone.com](mailto:hello@portalone.com).



## Privacy Policy

Last updated: 26.04.2023

### 1. Privacy Policy

We are PortalOne. We are the controller of personal data that are processed when using the PortalOne application (the “**App**”) and the services, features, content or applications offered by PortalOne AS in connection with the App (“**PortalOne**,” “**we**,” “**us**” or “**our**”) (together with the App, the “**Services**”).

As a Norwegian company, we adhere to Norwegian privacy law and meet the requirements of applicable laws and regulations within the EU/EEA, including the EU's General Data Protection Regulation (GDPR). In line with our data processing agreements with our data processors (listed in Section 7), we will ensure that your privacy rights and our processing of your personal data are held to the highest standard. We are committed to your privacy and want your personal data to be private and secure.

This Privacy Policy describes the processing of personal data and other information in the App and the Services. This Privacy Policy is together with the Terms of Use and Contest Rules for PortalOne Arcade the agreement between you and us (the “**Agreement**”), available here on our website <https://www.portalone.com/useragreement>.

In short, the Privacy Policy explains:

- Who we are
- Who do we work with to provide the App and to process personal data
- Which personal data will be collected from you and how
- The purposes of collecting your personal data
- Disclosure of personal data to third parties
- Our security measures when processing your personal data
- Your rights as the data subject

### 2. Definitions

Capitalized terms in this Privacy Policy have the same definition as in the Agreement.

**PortalOne/we/us/our:** PortalOne AS, org. no. 921 472 471, Fjordalleen 16, 0250 Oslo. If you have any requests concerning your personal data or any queries with regard to this Privacy Policy, please contact us at: [hello@portalone.com](mailto:hello@portalone.com).

**GDPR:** Regulation (EU) 2016/679 of the European Parliament and 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 (this regulation is referred to as GDPR which is an abbreviation of the General Data Protection Regulation).

**Personal data:** Any information relating to an identified or identifiable natural persons (for example you as the End User), see GDPR article 4 (1).

**You:** The person using the App and the Services.

### **3. What Personal Data We Collect and How**

We must process information about you to provide the App and the Services. The personal data we process is collected directly from you or based on your use of the App or Services. We collect different types of personal data depending on how you use the App, but limited to the following categories:

- Mandatory registration data entered into the App by you during installation/registration, including, but not limited to, your name, age, username, phone number, e-mail and password.
- Information from your mobile device necessary for the App to download and function, for instance IP-location, operating system and similar details about your device.
- Information entered into the App by you, including, but not limited to, Content, communications, payment information and other information provided by you in/through the App.
- Information related to your gameplay, including, but not limited to, your acquired Credits, your game level, your scores and any prizes you have won.
- Information about your use of the App, including, but not limited to, information about how you use and/or engage with the App, for example the buttons you press, how you interact with various elements of the App, your time spent using the App, etc.

#### **Regarding special categories of personal data / sensitive personal data:**

The provision of the App and the Services does not require the processing of special categories of personal data (also known as sensitive personal data). Therefore, we ask that you do not share such data about yourself or others in the App. Such data would for instance be religious beliefs, political opinions, physical or mental health, labor union membership, criminal convictions or offences, ethnic background, sexual history or sexual orientation. If you make such personal data available in the App, we reserve the right to delete such data without further notice.

### **4. Our Purposes and Legal Basis for Processing**

We process the personal data we have, subject to choices you make, for the purposes described below and based on their attributed legal basis:

Controller	Purpose	Legal basis
<b>PortalOne</b>	<p>Information entered into the App by you and collected from your use of the App will be used to provide the App’s functionality as described in the Terms and in the relevant App store and our website, including the provision of notifications and content displayed to you in the App. Some examples of key functions of the App that require the processing of your personal data include:</p> <p>Leaderboards: Your name, username, relevant scores and regional location may be made available to other users of the App if your performance in the Contests grants you a ranking in the international or regional leaderboards.</p> <p>Live chat feature: Content and other communications you enter into the live chat feature will be made available to all other users of the App until it is replaced by another users Content or communications.</p> <p>Account validation: Your phone number may be processed to validate your account.</p>	<p>Legal basis - Agreement: To fulfill the Terms you agreed to when downloading the App, including to provide the App to you as it is described in the Agreement, on our website and in any other communications with you.</p>
<b>PortalOne</b>	<p>To communicate with you: Your name and other contact information such as your phone number and e-mail will be used to contact and communicate with you if you are designated as a winner of a Contest within the app, or if necessary to provide necessary information concerning the App and to provide support or other responses to you.</p>	<p>Agreement: To fulfill the Terms you agreed to when downloading the App, including to provide the App to you as it is described in the Agreement, on our website and in any other communications with you</p>
<b>PortalOne</b>	<p>Preventing illegal activity: We may use information about you (both entered into the App and generated from your usage) such as your phone number to prevent illegal activity, fraud or similar, including to detect and prevent breaches of the Agreement, as well as to ensure the technical stability and security of the App. For instance, we may use</p>	<p>Agreement and Legitimate interest: To fulfill the Agreement with you. To the extent our processing falls outside the scope of the Agreement, it is based on our legitimate interest in preventing illegal activity, breaches of the Terms of Use and providing a secure and stable App.</p>

	your age to verify whether you are eligible to enter into Contests or win Prizes.	
<b>PortalOne</b>	<p>Anonymous statistics and analytics: We will process your personal data submitted by you in the App or generated based on your use of the App for the purpose of creating/generating statistics, anonymized usage data and usage reports. The result is fully anonymized big data.</p> <p>Once anonymized, the data is no longer considered personal data and is no longer subject to the GDPR.</p>	<p>Legitimate interest: Our legitimate interest in analyzing and evaluating the use of the App and relevant services, with the purpose of improving the Apps functionality and security, the Services and user experience as well as to help discover illegal activity or technical problems.</p>
<b>PortalOne</b>	<p>Product research and development: We will process your personal data submitted by you to the App or generated based on your use of the App to develop, test and improve the App and the Services, including by conducting surveys and research, and testing and troubleshooting new services and features.</p>	<p>Legitimate interest: Our legitimate interest in improving the App and the related Services by making a better and more secure product.</p>

### 5. Processing by Others and for Other Purposes

Other parties may also process some of the personal data obtained from your use of the App, subject to choices you make, for the purposes described below and based on their attributed legal basis. There may be other relevant third parties not listed below, for more information, use the contact point in section 2.

<b>Controller</b>	<b>Purpose</b>	<b>More info</b>	<b>Legal basis</b>
Google Inc.	We do not directly share personal data with Google Inc., but in order to download and use the App from an android device, you must make some personal data available to Google through the use of Google's services such as GooglePlay. Google handles App	For more information on Google Inc.'s privacy, please visit <a href="https://policies.google.com/privacy?hl=en-US">https://policies.google.com/privacy?hl=en-US</a>	The legal basis for this processing exists between Google Inc. and the end user.

	Distribution, InApp purchase and crash reports. Also user overview of winners for distribution of prizes.		
Apple Inc.	We do not directly share personal data with Apple Inc., but in order to download and use the App from an Apple device, you must make some personal data available to Apple through the use of Apple's services such as the App Store. Handling App Distribution, InApp purchase and crash reports.	For more information on App Stores privacy, please visit <a href="https://support.apple.com/en-us/HT210584">https://support.apple.com/en-us/HT210584</a>	The legal basis for this processing exists between Apple Inc. and the end user.

## 6. Disclosure of Data to Third Parties

Except in the instances described in this Privacy Policy, we do not disclose collected personal data to third parties. We may disclose anonymous statistics and analytics from the App to our partners.

## 7. Storage and Personal Data Deletion

### 7.1 Our Processors and Sub-processors

A processor is a company that collects, stores, analyzes or by other means processes personal data on behalf of and by instruction from us. All personal data is stored and otherwise processed by our data processor(s) and their sub-processor(s), as listed below:

Name processors	Subject matter of the processing	More info	Website
Amazon Web Services EMEA SARL, 38 avenue John F. Kennedy, L-1855 Luxembourg	All data, including personal data, from the App and the Services is processed by Amazon Web Services (our data processor) with sub-processors limited to within EU/EEA.	All personal data is stored and processed within the EU/EEA on servers located in the region Amazon Web Services define as EU West 1 Europe (Ireland).	<a href="http://www.aws.amazon.com/agreement/">www.aws.amazon.com/agreement/</a>

<p>Playfab Inc., a Microsoft Corporation company</p>	<p>All data, including personal data, from the App and the Services is processed by Playfab Inc. (our data processor) and their sub-processor(s) as listed below limited to USA.</p>	<p>Playfab is a company within the Microsoft Corporation. Personal data is transferred to and stored in the USA. All personal data is encrypted in the PlayFab databases, and PlayFab does not access unencrypted data.</p> <p>Playfab published updated Standard Contractual Clauses (SCCs) on their website (see Privacy Terms Attachment – The Standard Contractual Clauses Processors at <a href="https://playfab.com/privacy-terms/">https://playfab.com/privacy-terms/</a>) in January 2023, which are similar as the SCCs from Playfab from December 2020 that has been applicable for PortalOne from 15.12.2020 that includes updated t an “Additional Safeguards Addendum”, describing additional measures for securing users’ privacy rights to align with the EU’s requirement for «additional safeguards» when processing personal data outside the EU/EEA, described in Case C-311/18 (“Schrems II”) by the Court of Justice of the European Union. All personal data is stored and processed within the United States (the subprocessor of PlayFab).</p>	<p><a href="https://aws.amazon.com/security/">aws.amazon.com/security/</a> (see also AWS GDPR Data Processing Addendum: <a href="https://d1.awsstatic.com/legal/aws-gdpr/AWS_GDPR_DPA.pdf">d1.awsstatic.com/legal/aws-gdpr/AWS_GDPR_DPA.pdf</a>)</p>
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**7.2 Retention**

Upon your request or otherwise when the personal data we have collected is no longer necessary for the purposes described above, the personal data about you will be erased.

Personal data related to an account will be erased no later than 5 years after an account has been inactive or the Agreement for other purposes has been terminated. A user account and personal data related to that account will also be deleted immediately upon request from the user. Backups will be retained in order to better detect and prevent illegal activity, but will be deleted automatically after 3 years. Backups are mostly made up of pseudonymised data and individuals are very rarely directly identifiable. Statistical data and usage reports are anonymized data and are therefore no longer considered personal data. Such data cannot be traced back to you and will therefore not be deleted.

## **8. Your Rights**

This Privacy Policy is adherent to Norwegian law and falls under Norwegian jurisdiction. As such, you are entitled to certain rights. Please refer to the contact details provided in Section 2 if you wish to make use of or need assistance regarding the rights listed below.

Consent: To the extent our processing of your personal data relies on your consent, you may withdraw said consent at any time, by contacting us using the email stated in Section 2. The withdrawal of consent does not affect the legality of our processing of your personal data based on the consent before it was withdrawn.

Access: You can at any time request access to the personal data relating to you. You can also request information about how we collect personal data at any time.

Erasure: You can at any time request that we erase personal data relating to you that we have collected, provided that the personal data are no longer necessary for our processing, our processing is unlawful, you withdraw your consent or you rightfully object to our processing. Under these conditions, we will delete your personal data without undue delay, unless we are required by applicable laws to keep storing your personal data.

Rectification: You can at any time request that we rectify any incorrect personal data relating to you that we have collected.

Objections: You may likewise request a restriction of the processing of your personal data or object to the processing of your personal data, but this may affect your user experience in the App. For our processing activities that are based on our legitimate interests, you may object to such processing on grounds relating to your particular situation, by contacting us using the email stated in Section 2.

Data Portability: In the event that our collection and processing of your personal data is based on automatic means and our legal basis is your consent or an agreement with you, you may request that the personal data concerning you and which you have provided us with, be transmitted to you or to another data controller in a structured, commonly used and machine-readable format.





Complaints: You have the right to lodge complaints with the Norwegian Data Protection Authority (Datatilsynet) or other relevant Data Protection Authority if you are a resident in another country in the EU or EEA.

## **9. Security**

We have implemented appropriate technical and organizational security measures to ensure that our processing of data is secure, whether it is your personal data or other data.

Our organizational measures consist of established internal control systems and routines that all personnel that are authorized to process data on our behalf must abide by. We have also entered into data processor agreements in accordance with the GDPR with all our subcontractors, which process personal data on our behalf. We furthermore require that these subcontractors implement appropriate technical and organizational security measures.

Our technical security measures help ensure that data are kept secure. We have also implemented measures to ensure the ongoing confidentiality, integrity, availability and resistance of our processing systems. These systems and services are regularly tested and assessed to evaluate the effectiveness of our implemented measures.



## **Contest Rules**

Last updated: November 1, 2024

### **1. Contest Rules**

These Contest Rules are together with the Terms of Use and Privacy Policy the Agreement that governs your use of PortalOne Arcade including the App and Services (as defined therein), which constitutes the legally binding terms and conditions governing your use of the App and the Services, including the participation in any contest made available in the App (a “Contest”). By downloading and using the App, you acknowledge that any use of the App, including entering into Contests, is subject to the Terms of Use and the Privacy Policy.

The Contests are not sponsored, endorsed, administered by, or associated with Apple Inc. or its subsidiaries or affiliates.

### **2. Eligibility to Enter into Contests**

Subject to these Contest Rules, the Contest is open to individual persons who are eligible to use the App, as outlined in the Terms of Use. To be eligible to receive a Prize (as defined below), the information associated with the user’s account must be true and accurate. The information associated with the user’s account must identify the actual user into the Contest.

In order to facilitate the delivery of a Prize, we may attempt to contact the winner using the contact information provided during account registration. If we cannot get in contact with the winner using that contact information, the winner may forfeit his/her Prize. Certain Contests are only open to residents of specific countries. Any person that enters into a Contest that he/she is not eligible to enter will not be entitled to win a Prize in that Contest.

Our employees, agents, and contractors, and our respective parents, affiliates, subsidiaries, and advertising and promotion agencies and any other entity involved in the development or administration of this Contest, are not eligible to win Contests.

We reserve the right to verify a user’s eligibility before, during, or after the Contest.

It is your responsibility to comply with the contest laws of your country/jurisdiction. You acknowledge that certain countries/jurisdictions have laws regarding Contests that may prevent us from making certain Contests available to you and awarding you your Prize. If you are a winner and this happens to be



the case with your country/jurisdiction, you acknowledge that you will not be entitled to receive any Prize at all from us.

### 3. Entry Period

We will announce Contests through the App from time to time. The announcement will indicate the type of Contest we are offering. Contests include 24-Hour Tournaments and season tournaments. You may join a Contest while it is live. We reserve the right to cancel Contests, in our sole discretion, if deemed necessary by us. The duration of a 24-Hour Tournament may vary due to differences in global time zones.

### 4. Important Game Design Elements

**24-Hour Tournaments:** A 24-Hour Tournament allows users to play and rank in our leagues and leaderboards. Users can enter 24-Hour Tournaments by pressing the “Play”- button in the App’s main screen, followed by pressing the “Play”-button in the bottom-right corner of the screen. To enter this mode the user will have to use one - 1 – Game Credit. For each Game Credit, users can play for a predetermined duration and afterwards submit their highest score to the leaderboard. The total score for each user will be the sum total of the users’s five - 5 – highest scores. A user who has previously won the 24 hour Tournament may be subject to one or more cooldown periods. During a cooldown period, the users may be ineligible to win the league winner prize.

**Friends:** Users have the option of adding other users as Friends by sending Friend requests. These requests can be accepted or rejected by the recipient. When a Friend request has been accepted by the recipient, the Friend user’s score is easier to find on the leaderboard through friend filters, and it is possible to Challenge this user with a game. By clicking on the “Challenge” button visible on the Friend user’s profile, the user can select a game and pay 1 Game Credit to play. Once the game is completed, this score will be forwarded as a Challenge to the other user, who will then be able to complete the Challenge. A user may be awarded for a maximum of 10 Friend Challenges during a 24-Hour Tournament.

**In-App Currencies:** Different currencies may be collected and/or purchased for use in the App. Available currencies may be changed from time to time. Below is a non-exhaustive list of examples:

**Game Credits** (or “Credits”, previously called Tokens): Credits can be acquired through a number of different means. Users can spend Credits to participate in Contests within the App, including the 24-Hour Tournaments.

**Tickets:** Users can collect Tickets. As with Credits, Tickets can be collected in a number of ways, which might be subject to change.

**Donuts:** Donuts may be acquired via In-App Purchase or by other in-game means and may be exchanged for in-game items.



**Gift Donuts:** Users may be awarded Gift Donuts through different means, such as by completing weekly goals. Gift Donuts may only be received from Friends, and do not substitute as currency for the User receiving the Gift Donut.

**Experience Points (“XP”):** XP are points gained by users through playing the games in the App.

**Referral codes:** Inviter (user inviting another user to play) and invitee (user invited to play) receive In-App Currencies as an in-game reward when an invitee registers a referral code that the invitee receives from an inviter and a requirement of playing at least one game in the App. When an inviter has invited more than 20 users through referral codes, the inviter’s reward is replaced with XP.

**Trophies:** Earned in the 24 hour tournament. The amount of Trophies collected in each game decides the users league placement.

**Prize Boosters:** Users may be awarded with Prize Boosters as a reward.

**Prize Boosters:** Prize Boosters can be activated during a tournament. If activated and the user is awarded a beat the guest prize during the show, the awarded prize is doubled. An activated booster will be consumed after the show regardless of the outcome. The user can retain a limited amount of Prize Boosters in their inventory. Additional Prize Boosters will be exchanged for XP.

**Leagues:** Users are placed into a League at time off or before participating in their first 24-Hour tournament. There are 4 leagues: Gold, Silver, Bronze and Rookie League. Each game has its own league structure. When entering a tournament, the user is given a personalised leaderboard with a limited number of other participants from the same league. The league which a user belongs to, as well as the user's placement on the leaderboard impacts which and how many of the in-app currencies the users will be awarded with at the end of each 24-Hour tournament. Placement on the leaderboard determines how many Trophies the user will earn or lose at the end of the tournament. The amount of Trophies collected in each game determine the users current league in that game and is revised after each 24 hour tournament before the next starts.

**Prizes:** The winner of each Contest, upon completion of all verifications and obligation requirements described in these Contest Rules, will receive a prize, determined in our sole discretion (the "Prize"). Prizes are normally cash prizes but will in some instances consist of in-game items/resources instead (the Prize in a given competition will be disclosed before the Contest begins). We will distribute Prizes according to the Contest Rules and, if applicable, any Contest specific rules, which may be determined by us or our affiliates (including, but not limited to, sponsors of the App or a Contest).

In certain instances, involving larger Prizes, at our sole discretion, you will be contacted directly to receive it by a mutually agreeable method and payment will be subject to a confirmation of the winner's eligibility to receive a Prize.



Any entry by any user that does not comply with the Terms of Use (including these Contest Rules) will be disqualified.

We will only issue a Prize to the individual identified in the account information for the winning account. We will use your account information to contact and verify winners in accordance with our Privacy Policy. Out of date or incorrect account information at the time you enter a Contest may disqualify you from receiving a Prize. Failure to provide valid, working contact information in connection with your account may result in termination of that account and forfeiture of any Prizes awarded.

We expressly reserve the right to disqualify any entries that we believe in good faith are generated by automated means or scripts or which violate any of these Contest Rules or the Terms of Use. Entries generated by script, macro or other automated means are void.

Our decisions are final and binding with respect to all matters related to the Contest. In no event shall we be obligated to award any Prizes other than the Prize specified in these Contest Rules. The Prize is not assignable and not transferable, and no substitutions are permitted. In addition, if the Prize is unable to be fulfilled to the winner due to any applicable law, rule or regulation, or if the winner cannot claim the Prize for any reason, then we reserve the right to not award the Prize at all. The winner shall be responsible and liable for all taxes on the value of the Prize. Winners shall provide us with accurate information regarding their identity and country of residence.

You, not we, are responsible for filing and paying applicable taxes on any winnings (Prizes or others).

## **5. Prize Selection**

The Contests will be conducted under our supervision. Our decisions are final and binding in all matters relating to the Contest. The winner will be notified in the App or by email; provided, however, that we reserve the right to determine an alternate method of notification. The winner must cash out the Prize within 90 days after notification. A Contest winner's failure to cash out the Prize within the specified 90 days may be considered as a Contest winner's forfeiture of the Prize and we may, at our option and sole discretion, choose not to award the Prize at all. If a user is found to be ineligible, we may, at our option and sole discretion, choose not to award the Prize at all.

At present, you can win Prizes in the Contest by:

- Becoming a League Champion; by achieving the highest score in the live round during show segment, in the users current league. Not applicable to Rookie League.
- Beating the guest; a number of random users among those users that beat the guest or who otherwise entered during the contest will win a prize. Participants will have no more than one chance to win of entry method.
- Being randomly chosen as a Lucky Winner amongst all users participating in the show. While playing in the PortalOne app, it is possible for users to be selected for such prizes, which are generally selected randomly among the users. The selection will be made among users submitting a score during the live round. If the user already won a Prize on the same day, that user may be ineligible for the Lucky Winner prize.



- Becoming a Co-Lucky Winner after inviting a user and giving the invitee a Referral code. If your invitee wins the Lucky Winner draw, you will win the same Prize as the invitee. Both the inviter and the invitee need to be present in the show at the time of the selection/draw.
- Becoming Season Ticket Winner. This is based on a random draw amongst users with Tickets. The more Tickets a user has, the bigger the chances of winning.

## **6. General Conditions and Releases**

As stated above, it is your responsibility to comply with the contest laws of your country/jurisdiction. You acknowledge that certain countries/jurisdictions have laws regarding Contests that may prevent us from awarding you your Prize. If you are a winner and this happens to be the case with your country/jurisdiction, you acknowledge that you may not be able to receive any Prize at all from us. By entering this Contest, you acknowledge the risks, and understand that you may win but not be able to receive a Prize.

By entering the Contest or accepting a Prize, you agree to conform to all applicable laws and regulations. To be eligible for receiving a Prize, a winner must provide necessary contact and payment information. At present, winners will be asked to provide such information in a Google Form, provided to the winner after a Contest through the App or by electronic communication to the winner's mobile phone using the contact information provided by the winner during registration of the App.

When applicable, the winner may be required to execute and return (and winning may be conditioned upon the winner executing and returning) to us, within ten (10) business days, an Affidavit of Eligibility drafted by us to be eligible for the Prize. The winner may also be required in our sole discretion to complete relevant tax forms as a condition to the delivery of the applicable Prize. Winner may also be required to furnish proof of identity, postal address, and birth date in order to receive a Prize.

A user or winner may be disqualified from the Contest if he or she fails to comply or has previously failed to comply with any provision of these Contest Rules or the Terms of Use. We may disqualify you from a Contest, refuse to award Prizes and require the return of any Prizes, or suspend, limit, or terminate your account if you violate any of the Terms of Use (including these Contest Rules) or engage in conduct we deem to be improper, unfair, fraudulent or otherwise adverse to the operation of Contests or in any way detrimental to other users.

Participation in the Contest is at user's own risk. We shall not be liable for: (1) failed, returned or misdirected notifications based on inaccurate information provided by the winner in connection with an entry; (2) entries and responses to winner notifications which are lost, late, incomplete, illegible, unintelligible, postage-due, misdirected, damaged or otherwise not received by the intended recipient in whole or in part or for computer or technical error of any kind; (3) any electronic miscommunications or failures, technical hardware or software failures of any kind, lost or unavailable network connections, or failed incomplete, garbled or delayed computer transmissions which may limit a user's ability to participate in the Contest; (4) any technical malfunctions of the telephone network, computer on-line system, computer equipment, software, program malfunctions or other failures, delayed computer



transactions or network connections that are human, mechanical or technical in nature, or any combination thereof, including any injury or damage to user's or any other person's computer or mobile device related to or resulting from downloading the App or otherwise in connection with this Contest; or (5) any warranty with respect to any Prize or any component thereof.

THE CONTEST IS PROVIDED "AS IS" AND WE DO NOT MAKE ANY, AND HEREBY DISCLAIMS ANY AND ALL, REPRESENTATIONS OR WARRANTIES OF ANY KIND REGARDING THE CONTEST.

NOTWITHSTANDING ANYTHING ELSE HEREIN OR OTHERWISE, WE SHALL NOT BE LIABLE OR OBLIGATED WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR UNDER CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR (A) ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE, GOODWILL, OR ANTICIPATED PROFITS) (B) AMOUNTS IN EXCESS OF THE PRIZE FOR THE APPLICABLE CONTEST, (C) DATA LOSS OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, AND/OR (D) ANY MATTER BEYOND SUCH PARTIES' REASONABLE CONTROL.

By entering the Contest, you agree to and hereby do release and hold harmless Company, its respective parents, subsidiaries and affiliated entities, directors, officers, employees, attorneys, agents, and representatives (the "Released Parties") from any damage, injury, death, loss, claim, action, demand, or other liability (collectively, "Claims") that may arise from your acceptance, possession and/or use of any Prize or your participation in this Contest, or from any misuse or malfunction of any Prize awarded, regardless of whether such Claims, or knowledge of the facts constituting such Claims, exist at the time of entry or arise at any time thereafter, and indemnify each of the Released Parties from any damages arising therefrom. Any person attempting to defraud or in any way tamper with this Contest may be prosecuted to the full extent of the law.