

## END USER LICENSE AGREEMENT

Big Earth  
PlayPlay Studios

Updated on June 22, 2022;

### CONTENT:

All graphics, text, user interfaces, trademarks, logo, artwork, sounds, music, and computer code ("CONTENT"), including but not limited to design, structure, selection, coordination, expression, style, feel, tone, and arrangement of CONTENT in the game BIG EARTH, is owned, controlled, or licensed by PlayPlay Studios, and is protected by trade dress, copyright, patent and trademark laws, and various other intellectual property rights and unfair competition laws.

**IMPORTANT - READ CAREFULLY:** BY INSTALLING, COPYING AND/OR OTHERWISE USING THIS GAME SOFTWARE, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT AND THE TERMS SET FORTH BELOW. THE "GAME SOFTWARE" INCLUDES ALL SOFTWARE INCLUDED WITH THE VIDEO GAME, THE ASSOCIATED MEDIA, ANY UPDATES AND UPGRADES THAT REPLACE OR SUPPLEMENT THE SOFTWARE THAT ARE NOT DISTRIBUTED WITH A SEPARATE LICENSE, THE ASSOCIATED MEDIA, ANY SOFTWARE ASSOCIATED, ANY PRINTED MATERIALS, ANY ONLINE OR ELECTRONIC DOCUMENTATION, AND ANY AND ALL COPIES OF SUCH SOFTWARE AND MATERIALS. THE AGREEMENT, AS AMENDED FROM TIME TO TIME AND PUBLISHED AT <https://www.playplaystudios.com/bigearth-legal>, INCORPORATES THE PLAYPLAY STUDIOS PRIVACY POLICY (PUBLISHED AT <https://www.playplaystudios.com/bigearth-legal>). BY OPENING THE GAME SOFTWARE, INSTALLING, AND/OR USING THE GAME SOFTWARE AND ANY OTHER MATERIALS INCLUDED WITH THE GAME SOFTWARE, AND ANY UPDATES AND UPGRADES THERETO, YOU HEREBY ACCEPT THE TERMS OF THIS AGREEMENT WITH PLAYPLAY STUDIOS. THE AGREEMENT APPLIES TO ALL USERS OF THE GAME SOFTWARE, INCLUDING USERS WHO ARE ALSO CONTRIBUTORS OF CONTENT, INFORMATION, AND OTHER MATERIALS OR SOFTWARE. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, YOU ARE NOT PERMITTED TO INSTALL, COPY OR OTHERWISE USE THE GAME SOFTWARE. YOUR REMEDY FOR DISSATISFACTION WITH THE GAME SOFTWARE OR ANY PRODUCTS, CONTENT, OR OTHER INFORMATION MADE AVAILABLE BY OR THROUGH PLAYPLAY STUDIOS, IS TO STOP USING THE GAME SOFTWARE. YOUR AGREEMENT WITH PLAYPLAY STUDIOS REGARDING COMPLIANCE WITH THE AGREEMENT BECOMES EFFECTIVE IMMEDIATELY UPON COMMENCEMENT OF YOUR USE OF THE GAME SOFTWARE. IF YOU DO NOT AGREE TO THE TERMS SET FORTH IN THIS AGREEMENT, DO NOT DOWNLOAD OR USE THE GAME SOFTWARE, AND PLAYPLAY STUDIOS SHALL NOT GRANT TO YOU THE LICENSE TO INSTALL AND USE THE GAME SOFTWARE.

No part of the CONTENT may be copied, reproduced, republished, uploaded, posted, translated, transmitted or distributed in any way.

## LIMITED USE LICENSE

Subject to your compliance with the terms and conditions of the Agreement, PlayPlay Studios hereby grants you a non-exclusive, non-transferable, limited right and license to install and use one (1) copy of the Game Software solely and exclusively for your personal and non-commercial use. This Agreement shall also apply to any patches or updates you may obtain for the Software. IN ACCORDANCE WITH AND NOT INTENDING TO LIMIT ANY OF THE PROVISIONS OR PROTECTIONS SET FORTH HEREIN, DUPLICATION, COPYING OR ANY FORM OF REPRODUCTION OF THE GAME SOFTWARE OR RELATED INFORMATION, MATERIALS OR OTHER CONTENT TO ANY OTHER SERVER OR LOCATION FOR THE PURPOSES OF DUPLICATION, COPYING OR ANY OTHER FORM OF REPRODUCTION IS EXPRESSLY AND EXPLICITLY PROHIBITED. This license does not give you any title or ownership in the Game Software, and should not be construed as a sale or transfer of any intellectual property rights to the Game Software. All rights not specifically granted under this Agreement are hereby reserved by PlayPlay Studios and, as applicable, by its licensors.

## NO RIGHT TO OWNERSHIP

YOU ACKNOWLEDGE AND AGREE THAT YOU SHALL HAVE NO OWNERSHIP OR OTHER PROPERTY INTEREST IN THE GAME SOFTWARE, AND YOU FURTHER ACKNOWLEDGE AND AGREE THAT ALL SUCH RIGHTS ARE AND SHALL FOREVER BE OWNED BY AND INURE TO THE BENEFIT OF PlayPlay Studios. Except as expressly licensed to you herein, all right, title, and interest in and to the Game Software and any and all associated copyrights, trademarks and intellectual properties therein and/or related thereto and all copies thereof (including, but not limited to, any patches, updates, copies, derivative works, titles, computer code, themes, objects, characters, character names, stories, dialogs, catch phrases, locations, concepts, artwork, images, animation, sounds, musical compositions, audio-visual effects, text, methods of operation, moral rights, are owned by PlayPlay Studios.

## NO SALE OR ASSIGNMENT

PlayPlay Studios does not recognize the transfer of the Game Software. Therefore, you may not give, purchase, sell, bargain, barter, market, trade, offer for sale, sell, license, assign or otherwise divest your rights, responsibilities or obligations under the Agreement, either in whole or in part, without the prior written consent of PlayPlay Studios. Any attempt to do so shall be void and of no effect.

## USER SUBMISSIONS, FEEDBACK:

Participants acknowledge that any suggestions, ideas, or feedback will become the property of PlayPlayStudios.

## GENERAL CONDITIONS:

By participating BIG EARTH, participants agree:

(a) to be bound by the terms of this End User Licence Agreement (the "EULA") in full. The terms of this EULA include the "Privacy Policy" set out at

<https://www.playplaystudios.com/bigearth-legal> ; - Big Earth Data Sharing Privacy Policy

(b) to release and hold harmless PlayPlay Studios and their respective agents from any and all claims, demands, damages, losses, liabilities, costs or expenses caused by, arising out of, or related to their participation in the BIG EARTH and/or their participation in any BIG

EARTH related activities (including, without limitation, any property loss, damage, personal injury or death caused to any person(s));

## LICENSE CONDITIONS

You agree to only use the Game Software, or any part of it, in a manner that is consistent with this Agreement, and you SHALL NOT:

(a) exploit the Game Software or any of its parts commercially, including, but not limited to, at a cyber (Internet) café, computer gaming center or any other location-based site;

(b) use the Game Software or permit the use of the Game Software, on more than one computer, game console, mobile device, handheld device or PDA at the same time;

(c) use the Game Software, or permit use of the Game Software, or make the Game Software available for use in a network, multi-user arrangement, remote access arrangement, including where it could be downloaded by multiple users;

(d) sell, rent, lease, license, distribute or otherwise transfer this Game Software or any copies;

(e) reverse engineer, derive source code, modify, decompile, disassemble, copy, or create derivative works of the Game Software, in whole or in part (except as the applicable law expressly permits, in which case all and any modifications, adaptations, copies, improvements, etc. shall belong to, vest in and be the exclusive property of Sega and/or its licensors on creation, in any event);

(f) remove, disable or circumvent any security protections, proprietary notices or labels contained on or within the Game Software;

(g) export or re-export the Game Software or any copy or adaptation in violation of any applicable laws or regulations;

(h) create data or executable programs which mimic data or functionality in the Game Software unless provided for in Section 5(i) below; or

(i) use the part of the Game Software which allows you to construct new variations ("Editor") to create new levels which (i) can be used otherwise in connection with the Game Software; (ii) to modify any executable file; (iii) to product any libelous, defamatory or other illegal material or material that is scandalous or invades the rights of privacy or publicity of a third party; (iv) to use the trademarks, copyright or intellectual property rights of any third party; (v) are then commercially exploited by you (through pay-per-play or timesharing services or otherwise). For the avoidance of doubt you are solely liable and responsible for any claims by a third party resulting from your use of the Editor.

PlayPlay Studios reserves the right to make changes or additions to these Terms and Conditions and/or extend the dates of this Early Access Period for any reason at any time.

PlayPlay Studios's failure to enforce any term of these Terms and Conditions shall not constitute a waiver of that provision.

#### DISCLAIMER:

If for any reason the BIG EARTH is not capable of running as planned, including infection due to computer virus, bugs, tampering, unauthorized intervention, fraud, technical failure, human error or any other causes beyond the control of PlayPlayStudios that corrupt or affect the administration, security, fairness, integrity, or proper conduct of the BIG EARTH, PlayPlayStudios reserves the right to disqualify any individual it finds who tampers with the entry process/operation of PlayPlayStudios and/or BIG EARTH, and to cancel, terminate, modify, or suspend Access without notice.

PlayPlay Studios assumes no responsibility for any error, omission, interruption, deletion, defect or delay in operation or transmission, communications line failure, problems or technical malfunctions of any computer online systems, servers, or providers, computer equipment, controllers, software, failure of any e-mail or Entry to be received by PlayPlay Studios on account of human error, technical problems or traffic congestion on the Internet or at any Web site, theft or destruction, or unauthorized access to, or tampering with or hacking of Website, any combination thereof, or otherwise, including any injury or damage to any entrant's or any other person's computer related to or resulting from participation on BIG EARTH.

#### INJUNCTION

Because PlayPlay Studios would be irreparably damaged if the terms of this Agreement were not specifically enforced, you agree that PlayPlay Studios shall be entitled, without bond or other security or proof of damages, to take such action as may be required, including seeking an injunction and other equitable remedies, in addition to any other remedies available to it under the applicable law.

If any part of the Agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the Agreement shall continue in effect. Any failure by us to enforce or exercise any provision of the Agreement or related rights shall not constitute a waiver of that right or provision.

#### DISPUTES:

Each entrant agrees that:

- (1) any and all disputes, claims, and causes of action arising out of or in connection with BIG EARTH shall be resolved individually, without resorting to any form of class action, and any judicial proceeding shall take place in a federal or state court in Brazil;
- (2) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering BIG EARTH game, but in no event attorney's fees

and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim punitive, incidental, and consequential damages, and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Terms and Conditions, or the rights and obligations of entrant and the Sponsor in connection with this BIG EARTH game access shall be governed by, and construed in accordance with the laws of Brazil, without giving effect to any choice of law or conflict of law rules or provisions (whether of Brazil or any other jurisdiction), that would cause the application of the laws of any jurisdiction other than those of Brazil.

#### PRIVACY POLICY

Big Earth is owned by PlayPlay Studios, which is a data controller of game data. We have adopted this Privacy Policy, which determines how we are processing the information collected by Big Earth, which also provides the reasons why we must collect certain data about the gameplay. Therefore, you must read this Privacy Policy before playing Big Earth.

We take care of your personal data and undertake to guarantee its confidentiality and security.

#### PERSONAL INFORMATION WE COLLECT:

When you access Big Earth, you have the option of whether or not to allow us to capture data. If you accept, the game will automatically collect cpu/gpu model, vendor and quantity, memory quantity and gpu driver version, all provided by your operating system. Your "Steam ID" and data about your evolution throughout the game will also be collected.

#### WHY DO WE PROCESS YOUR DATA

Our top priority is customer data security, and, as such, we may process only minimal user data, only as much as it is absolutely necessary to improve the game systems and the player experience. Information collected automatically is used only to identify and establish statistical information to these improvements. This statistical information is not otherwise aggregated in such a way that it would identify any particular user of the system.

#### INFORMATION SECURITY

We secure information you provide on computer servers in a controlled, secure environment, protected from unauthorized access, use, or disclosure. We keep reasonable administrative, technical, and physical safeguards to protect against unauthorized access, use, modification, and personal data disclosure in its control and custody. However, no data transmission over the Internet or wireless network can be guaranteed.

#### LEGAL DISCLOSURE

We will disclose any information we collect, use or receive if required or permitted by law, such as to comply with a subpoena or similar legal process, and when we believe in good faith that disclosure is necessary to protect our rights, protect your safety or the safety of others, investigate fraud, or respond to a government request.

## CONTACT INFORMATION

If you would like to contact us to understand more about this Policy or wish to contact us concerning any matter relating to individual rights and your Personal Information, you may send an email to [contact@playplaystudios.com](mailto:contact@playplaystudios.com)