

Gamepires Fan Content Policy

Last Updated: [DATE]

CONFIDENTIAL

Our community is a huge part of what makes our games such an amazing experience, and so we appreciate that sometimes our community may want to use content from our games to make awesome things like YouTube videos, Twitch content or even printing 3D models of some of our characters!

We love seeing the stuff you make with our content and want to encourage you to continue to do so. With that in mind, these words from our lawyers set out what you can and can't do with any Gamepires owned property from our games.

We are Gamepires d.o.o, Slavonska avenija 6A, 10000 Zagreb, Croatia ("**Gamepires**", "**us**" or "**we**"). These rules govern the legal relationship between Gamepires and you (referred to in these guidelines as "**you**" and "**yours**").

1. WHY HAS GAMEPIRES CREATED THESE RULES?

1.1 We appreciate that the law surrounding intellectual property is quite confusing, and a lot of creative people are concerned that rights holders will swoop in and remove content they have worked hard on to create.

1.2 We like to think we're known for being quite relaxed about our community using our content for non-commercial purposes, but we have created these rules to clarify when we will and won't step in when our fan base uses our intellectual property.

2. WHAT IN-GAME CONTENT DO THESE RULES COVER? AND WHAT DOESN'T IT COVER?

2.1. These rules only cover in-game content within SCUM in which we own the copyright, trade mark or other intellectual property rights. Nothing in these rules changes the fact that Gamepires owns all of the intellectual property rights within SCUM.

2.2. These rules do not cover anything to do with any source code or underlying software found within SCUM.

2.3. The rules do not apply to other games developed by Gamepires, such as Gas Guzzlers Extreme and Gas Guzzlers Combat Carnage.

2.4 These rules also do not cover the use of any registered or unregistered trademarks owned by Gamepires.

2.5 In these rules, we refer to the permitted in-game content set out above as "**Gamepires Property**". Examples of Gamepires Property include:

2.5.1 Gameplay footage of your adventures within our games;

2.5.2 Your player avatar;

2.5.3 Any visual representation of all aspects of the in-game environment; or

2.5.4 Screenshots or captures of your adventures within our games.

2.6 The music found within our games is not owned by Gamepires. It is not included in Gamepires Property or covered by this Policy and may be subject to third party restrictions.

3. HOW DO THESE RULES WORK?

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3.1 Provided you follow these rules, you can create your own content based upon Gamepires Property for the purposes set out in paragraphs 4 and 5 below. To enable this, Gamepires grants you a licence to create what are called derivative works based upon Gamepires Property. This licence is:

3.1.1 non-exclusive (meaning we can give this licence to other people as well, not just you);

3.1.2 non-transferable (meaning you can't give your rights under it to someone else);

3.1.3 revocable (meaning we can cancel the licence if we want to and at any time);

3.1.4 non-commercial (meaning you can only create content for your personal use and not to make money, except as set out in these rules); and

3.1.5 non-sublicensable (meaning you can't hire someone to carry out your actions under the licence).

3.2 This licence is limited and clarified by the specific conditions of these rules.

3.3 This licence is also subject to your continued compliance with our [Terms and Conditions](#) and our [End User Licence Agreement](#) relating to any Gamepires Property (the "Game Terms"), all of which are expressly incorporated into these rules.

4. WHAT CAN I DO WITH GAMEPIRES PROPERTY UNDER THESE RULES?

4.1 Generally speaking, it is very difficult to predict everything creative people like you might come up with, so ultimately, we have to reserve the right to make the call on whether your use is permissible under these rules. However, broadly speaking you can do the following with Gamepires Property:

4.1.1 Create YouTube and Twitch Content: You can make your content available on YouTube or Twitch (or similar video streaming and sharing platforms) and participate in programs on those sites that allow you to earn revenue from ads displayed in connection with your content. You can also accept sponsorships from third parties in relation to the content you put on these platforms, provided any sponsorship doesn't put you in breach of these rules (in particular, paragraph 6.1.5 about creating offensive content), or directly promotes a third party which is seeking to unfairly undermine Gamepires' business, or is otherwise in breach of the Game Terms.

4.1.2 Fan Art – you can create artwork (digital or otherwise) based on Gamepires Property and share these on third-party websites like deviantart.com. People can commission you to create one-off individual personal pieces for them, but you cannot offer bulk prints of content you create or print your design onto merchandise (see our rules on printing generally below).

4.1.3 Fan Fiction – you can write stories inspired by your adventures in-game and share these on non-commercial third-party fan-fiction sites like fanfiction.net or archiveofourown.org, provided you do not receive payment for them in return. If you intend to write a piece of fan fiction for a commercial site (such as Amazon, for example), for commercial publication in a physical form or as a paid-for commission for publication or commercial use, then you will need to run this by us first.

4.1.4 3D Objects and Printing – you can create 3D content based on models from our games (for example, of your avatar) provided it is for your personal use, and not intended to be sold or posted on a 'pay per print' third-party website for purchases by other people, provided you follow these rules, in particular, paragraph 5.2 regarding limited runs. You can also use these 3D models in short animated films you have created if you wish.

4.2 You may post the content you create using Gamepires Property on your website or you may link to a third-party site containing your content, provided the third-party site does not break any of these rules, or you would otherwise be breaching these rules by doing so.

4.3 You can't create NFTs using Gamepires Property.

5. CAN I SELL THE STUFF I MAKE?

5.1 We want to encourage community created content and will not object to you selling a small number of these items, but we will always have the final say on whether content created is in accordance with these rules or not.

5.2 We do not mind you selling up to 100 items of an individual item you have made using Gamepires Property where the object is made by hand or via a limited production run with a third party factory (including variants of the same design, mould or shape). This doesn't prohibit you from making variants of a particular item (such as a keyring, for example), provided there is a visible and material difference between the two items you are selling (just changing the colour or size of an item wouldn't be enough to make it a variant, for example).

5.3 Open ended pre-orders, direct lifts of in-game content with no creative input and print on demand sales are not allowed in any instance.

5.4 You must clearly publish the maximum number produced of any given item in the description on any shop or website you run.

6. WHAT CAN'T I DO WITH GAMEPIRES PROPERTY?

6.1 In addition to the restrictions in paragraph 5, you cannot use Gamepires Property to create content for, or for the purpose of:

6.1.1 Commercial Use: Except as set out above, you can't create content using Gamepires Property for commercial gain, which essentially means selling or earning compensation from your item;

6.1.2 Decompiling our Games or Accessing Them in an Unauthorised Way: You can't reverse engineer any of our games or create a means of accessing them via an unofficial or unauthorised third-party client;

6.1.3 Making a Video Game or any other form of Software or Application: You can't make any form of video game content using Gamepires Property, which includes custom quests, modifications or add-ons for integration into one of our games. This also includes creating private game servers on, or porting any of our existing games to, a platform they are not intended to run on.

6.1.4 Competing with Gamepires: You can't create content which would (or could) compete with any existing products that Gamepires has created. For example, if we released a figure of a particular in-game item, you wouldn't be allowed to sell your design of that in-game item;

6.1.5 Creating Offensive Content: You can't use Gamepires Property to create any content that is pornographic, lewd, obscene, vulgar, discriminatory (based on any protected characteristic, which includes race, religion, gender, sexual orientation, etc.) illegal, or is otherwise objectionable. Whether your content is objectionable is entirely at our discretion. Gamepires Property also cannot be used to promote any kind of illegal activity;

6.1.6 Creating Misleading Content: You can't create content which is intended to imitate any content produced by Gamepires, for example, creating a website similar to Gamepires' own. You also can't suggest Gamepires has in any way authenticated your content or approves of it; or

6.1.7 Creating Merchandise (Including Print on Demand Services): You can't use 'print on demand' services (such as Redbubble, Teespring or Shapeways) to sell items using Gamepires Property. For example, you couldn't open a store on a print on demand website and allow people to buy t-shirts directly from that website featuring content you have created using Gamepires Property.

7. CAN I CREATE EXPANSIONS OF YOUR FICTIONAL UNIVERSE THROUGH CONTENT LIKE FAN FICTION?

7.1 Absolutely! We love hearing about the expansions and continuations by our fans about the world we've created. However, this could cause us issues with future games.

7.2 Therefore, if you create something new following these rules, distribution of your content in any form constitutes a grant by you of a royalty-free, non-exclusive, irrevocable, transferable, sub-licensable, worldwide, license to Gamepires and any of Gamepires' affiliates (including Jagex) to modify and distribute that content (and derivatives of that content), and use your name if we choose to, for any purpose and without obligation to pay you anything, obtain your approval, or give you credit. And this license to Gamepires shall be intended to survive any termination or expiration or amendment of these rules.

8. DO I NEED TO GIVE GAMEPIRES CREDIT?

8.1 If you create content under these rules you must add the following wording in a prominent and visible place in support of your content (such as in a readme file, the about section of a YouTube video or on any webpage that features your content):

Created using intellectual property belonging to Gamepires d.o.o. under the terms of Gamepires' Fan Content Policy. This content is not endorsed by or affiliated with Gamepires.

9. WHAT WILL HAPPEN IF I DON'T FOLLOW THESE RULES?

9.1 If you use our property to create content which doesn't comply with these rules then we, or one of our representatives, will usually contact you in the first instance to ask you to stop.

9.2 If you do not stop, we reserve the right to ask our lawyers to step in.

9.3 These rules are also not intended to deal with every single legal issue you might encounter by creating any content using Gamepires Property. You are responsible for ensuring that the content you create complies with relevant laws and regulations (particularly within your own country).

10. WILL YOU COPYRIGHT STRIKE ME ON YOUTUBE IF I DON'T FOLLOW THESE RULES?

10.1 Generally speaking, we try to avoid issuing copyright strikes against creators. We appreciate that the law surrounding copyright and intellectual property isn't straightforward and you might not have been aware that what you were doing was not allowed by these rules. We also appreciate the impact a copyright strike can have on an influencer's channel.

10.2 So, unless you are repeatedly breaching these rules, we generally try to avoid any form of a copyright strike, but we reserve the right to do so if it becomes necessary. We make sure anyone acting on our behalf is aware of this policy as well.

11. WILL YOU CHANGE THESE RULES?

11.1 Generally, we will try to avoid substantially changing these rules where possible. However, we will review these rules regularly and reserve the right to update the rules from time to time if we need to (in our discretion).

11.2 You should check this page regularly, but if you continue to create content after we change the rules you will be deemed to have accepted the updated rules.

11.3 We can revoke your right to use Gamepires Property at any time and for any reason without liability to you, including if you are in breach of the Game Terms. This will not change the terms of any commercial licence you have with us, subject to the terms of that licence.

12. YOU'VE ASKED ME TO TAKE MY CONTENT DOWN, BUT I THINK I'VE FOLLOWED THESE RULES, WHAT'S UP WITH THAT?

12.1 If we have asked you to take something down which you think should be covered by these rules, we encourage you to get in touch with us by emailing IP@Gamepires.com and we will try to resolve the issue. Ultimately the decision about what is okay or not under these rules is for us to decide.

13. CAN I CREATE CONTENT USING GAMEPIRES PROPERTY WITH OTHER PEOPLE?

13.1 Sure! You just need to ensure that whoever you're working with follows these rules as well.

14. WHAT IF I WANT TO USE GAMEPIRES PROPERTY FOR COMMERCIAL PURPOSES? OR SOMETHING ELSE NOT ALLOWED BY THESE RULES?

14.1 If you want to use Gamepires Property for commercial purposes, or something else that isn't allowed by these rules, then all is not necessarily lost, but you will need to get in touch with us. We'll try to work something out but we can't guarantee anything. The bottom line is that any activity that goes beyond this agreement needs to be documented in a separate agreement with Gamepires.

14.2 If we choose to, we will grant you a commercial licence to use the particular Gamepires Property in the way you want, and we may ask for a slice of any financial gain from that.

14.3 We will generally only consider commercial licences for larger scale commercial opportunities, brand partnerships or something we feel benefits the community. We generally won't grant licenses to individuals for relatively small-scale productions.

14.4 If you feel you have an opportunity worth discussing with us then please send us some details at IP@Gamepires.com. Ultimately it is up to us whether we want to grant a commercial licence to you or not.

14.5 In the absence of a confidentiality agreement signed in advance any ideas or concept sent to Gamepires will be considered non confidential.

14.6 Please note that we will never agree with any content that is not allowed under paragraph 6.1.5.

15. WHAT COUNTRY'S LAWS APPLY TO THESE RULES?

15.1 These rules are governed by the law of England and Wales.

15.2 By using content under these rules, you agree to the non-exclusive jurisdiction of the courts of England and Wales.

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16. I HAVE A QUESTION ABOUT SOMETHING THAT I'M NOT SURE IS COVERED UNDER THESE RULES.

16.1 No problem! Please get in touch with us by emailing IP@Gamepires.com.

17. I'M HERE ON BEHALF OF A VIDEO HOSTING SITE OR STREAMING PLATFORM, IS THIS POLICY INTENDED TO WORK FOR ARTICLE 13 PURPOSES?

17.1 Yes, this policy is also designed to make our position on our community's use of our content clear for 'Article 13' purposes. So just to be crystal clear, provided they comply with the terms of this rules, we are happy for our community to:

17.1.1 make content available on video streaming and sharing websites like YouTube or Twitch that feature video or still images from SCUM; and

17.1.2 participate in any programs available on video streaming or sharing websites that enable individuals to earn revenue from ads displayed in connection with their content that features our content.