

## Game Terms of Use

### 1. INTRODUCTION

- 1.1 The game Wreckout (**Game**) is published by Huey Games Ltd, a company incorporated under the laws of England and Wales under company number 08708755 with its registered office at 1 Lea Bank, St Mary's Road, New Mills, Derbyshire, SK22 3BW (**we, us, our**). Our VAT number is GB267820676.
- 1.2 Please read these Terms of Use (**Terms**) carefully along with the Game's [Privacy Policy](#) as, together, they set out the basis on which you may download, stream, access, and/or play the Game. These Terms and the Game's [Privacy Policy](#) apply in addition to the terms of service and privacy policy of the relevant platform or app store provider from whom you downloaded or streamed the Game (**App Store Provider**).
- 1.3 By downloading, streaming or otherwise accessing the Game you are confirming to us that you have read these Terms and that you agree to be bound by them. You also acknowledge that that the App Store Provider is not a party to these Terms and that these Terms are concluded between you and us only.
- 1.4 We may revise these Terms at any time. Any changes made to these Terms will be applicable from the date they are published. We will endeavour to notify you of any changes that are going to be made to these Terms reasonably in advance of the date on which such changes take effect and invite you to accept the new Terms. Please note that if you do not to accept any new Terms we publish then you may no longer be able to access the Game.

### 2. CONTACT INFORMATION

- 2.1 If you would like to contact us for any reason in connection with the Game, including to make a complaint about the Game or anything contained in the Game, please do so by email to the following address: [info@hueygames.com](mailto:info@hueygames.com)

### 3. AGE LIMITS

- 3.1 The Game is intended to be played by users who are at least 13 years old. If you are under 13 years old, please do not play the Game. If you are younger than 18 years old, you should read these Terms and our [Privacy Policy](#) with your parents or guardians to make sure that you understand them and that you are happy to be bound by these Terms. By playing the Game, you are confirming to us that you are at least 13 years old. Your ability to play the Game may be terminated without warning if we have any reason to believe that you are younger than 13 years old.

### 4. ACCESS TO AND USE OF THE GAME

- 4.1 [There is currently no charge to download or stream the Game (although you will be charged for any In-App Purchases you make (see section 6 for more information)). We may stop offering the Game free of charge at any time.]
- 4.2 In order to play the Game, you will need to create an account as a player (**User Account**). To create a User Account, you may need to complete a registration form and/or submit an original username. You may also have the option of linking your User Account with your other social media and platform accounts such as Google Play, Facebook or Game Center. You may also be required to submit your email address to us as part of the registration process. We reserve the right to refuse to accept any username and/or email address which we deem to be inappropriate (in our sole discretion) or which has already been registered for a different User Account.

- 4.3 Your User Account is personal to you and you are not entitled to transfer your User Account to any other person. You agree to take all steps necessary to protect any log in details associated with your User Account and keep them secret. You shall not give your log in details to anyone else or allow anyone else to use your log in details or User Account.
- 4.4 We will be entitled to assume that anyone accessing your User Account using your log in details is either you or someone logging in with your permission. If you fail to keep your login details secret, or if you share your login details or User Account with someone else (whether intentionally or unintentionally), you accept full responsibility for the consequences of this (including any unauthorised purchases) and agree to fully compensate us for any losses or harm that may result. We will not be responsible to you for any loss that you suffer as a result of an unauthorised person accessing your User Account and/or using the Game and we accept no responsibility for any losses or harm resulting from its unauthorised use, whether fraudulently or otherwise.
- 4.5 If you breach any provision of these Terms, your User Account may be terminated by us at any time. If your User Account is terminated, your authorisation to access and play the Game and to use any items you have purchased via In-App Purchases will also terminate and you will not be entitled to a refund.
- 4.6 If you delete your User Account, or if we delete your User Account in accordance with these Terms, you may lose access to any data previously associated with your User Account (including, without limitation, your progress through the Game and/or the level or score you have reached in the Game and any items you have purchased via In-App Purchases).
- 4.7 You agree that you will not:
- (a) reverse engineer, decompile, disassemble or otherwise attempt to obtain the Game's source code, other than as permitted by applicable law;
  - (b) use software (including any spider, scraper or bot) to monitor, harvest or copy any information from the Game; or
  - (c) create multiple User Accounts for the Game.
- 4.8 The specific game rules, mechanics, controls and guidelines for the Game can be found within the Game itself. Such rules, mechanics, controls and guidelines form part of these Terms and you agree that you shall comply with them when you play the Game.
- 4.9 You agree to comply with all reasonable instructions that we may give you regarding your use of the Game.
- 4.10 You are responsible for obtaining (at your own cost) all necessary devices and telecommunications services required to access the Game. You are also responsible for ensuring that no person uses your device to access the Game without your permission. We will be entitled to assume that anyone who accesses the Game using your device has your permission to do so and you will be responsible for any charges, costs or liabilities that may be incurred by any such persons.
- 4.11 By accessing the Game, you represent and warrant that:
- (a) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and

(b) you are not listed on any U.S. Government list of prohibited or restricted parties.

## 5. **SOCIAL MEDIA FUNCTIONALITY**

- 5.1 It may be possible to link your social media and/or platform account(s) to your User Account and/or the Game. This will enable you to share your achievements in the Game with your friends who are also logged in and playing and also enable you to see their achievements. If you have a Game Center account (or similar depending on the platform from which you downloaded or streamed the Game), your achievements will automatically be saved to your Game Center (or similar) account.
- 5.2 The Game may contain social media “share” functionality that allows you to post to your own social media channels such as Facebook and/or Twitter. This “share” functionality may contain pre-populated text that can be edited by you. You acknowledge and agree that you are fully responsible for the text that is included in any “shares” that you choose to make to your social media channels.
- 5.3 The Game may contain third party “cloud save” functionality, which allows you to save your progress in the Game so that you can transfer between multiple devices and resume playing the Game from where you last saved your progress. This is achieved by logging into the Game via a third party email or social media account, such as Gmail or Facebook, and sharing a token with the cloud saving service provider. Your use of any such third party cloud save functionality will be governed by the terms and conditions/end user licence agreement of the relevant third party cloud saving service provider.

## 6. **IN-APP PURCHASES**

- 6.1 The Game may include in-app purchases that allow you to buy things such as virtual currency, items, hints, lives or boosters etc. to use within the Game (“**In-App Purchases**”). If it does, it will still be possible to play and complete the Game without making any In-App Purchases. You acknowledge and agree that you are fully responsible for managing your In-App Purchases and the amount you spend on In-App Purchases within the Game.
- 6.2 We reserve the right to determine, in our absolute discretion, the quantities of the items which may be purchased via such In-App Purchases and how much to charge for any such items.
- 6.3 You may be able to manage your ability to complete In-App Purchases by adjusting the settings on the device you are using to play the Game. More information about how you can manage In-App Purchases on your device can be found either in the App Store Provider’s terms and conditions, or in your device’s help settings or online.
- 6.4 If you are younger than 18 years old, you must have your parents’ or guardians’ permission to make any In-App Purchases. By completing an In-App Purchase, you are confirming to us that you have any permissions that may be necessary in order to allow you to make that In-App Purchase.
- 6.5 If you are a parent or legal guardian of someone under the age of 18, we recommend that you consider any parental controls that may exist on the device used to access the Game or that may be provided by the App Store Provider if you are concerned that your child may make excessive In-App Purchases.
- 6.6 In App Purchases can only be consumed within the Game. If you make an In-App Purchase, that In-App Purchase cannot be cancelled after you have initiated its download or accessed it by

streaming (as applicable). In-App Purchases cannot be redeemed for money or other consideration or otherwise transferred. If you make any In-App Purchases in the Game, then the App Store Provider's terms and conditions applicable to In-App Purchases will also apply.

- 6.7 If any In-App Purchase is not successfully downloaded or streamed, or does not work once it has been successfully downloaded or streamed, we will, after becoming aware of the fault or being notified of the fault by you, investigate the reason for the fault. We will act reasonably in deciding whether to provide you with a replacement In-App Purchase or issue you with a patch to repair the fault. In no event will we charge you anything further to replace or repair the In-App Purchase. In the unlikely event that we are unable to replace or repair the relevant In-App Purchase or are unable to do so within a reasonable period of time and without significant inconvenience to you, we will authorise the App Store Provider to refund you an amount up to the cost of the relevant In-App Purchase.
- 6.8 The price of an In-App Purchase will be charged to the debit or credit card specified by you at the time of purchase, which may be the debit or credit card registered to your User Account with the App Store Provider from whom you downloaded or streamed the Game. All billing and transaction processes are handled by the App Store Provider from whom you downloaded or streamed the Game and are governed by the App Store Provider's terms and conditions. If you have any payment related issues with any In-App Purchases, you should contact the App Store Provider directly.

## **7. PLAYING THE GAME WITH OTHER USERS**

- 7.1 The Game may allow you to play against another user or to play socially with other users. You may be able to:
- (a) choose to play against another user or to play socially with another user whom we select for you; or
  - (b) play against, or play socially with, one of your contacts on a platform or social network which you have allowed the Game to interact with. The Game may also allow you to search for your friends (for example, by email address) in order to find them to play against or play socially with. We may also display the display names of your past opponents so that you can easily find them to play with again.
- 7.2 Where we select another user for you, we may either select at random or use such criteria as we see fit to select your opponent (for example, your past scores, your country, the level you have reached in the Game or your other gameplay activity).

## **8. IN-GAME ADVERTISING**

- 8.1 The Game may include third party advertising. If the Game includes any third party advertising, such third party advertising may operate as a link which, if clicked/tapped by you, will take you out of the Game and to a third party's website or page on the relevant App Store Provider's platform or app store. We make no warranties or representations whatsoever about any third party websites, apps or games which you may access through the Game or any services that are provided by any such third parties. If you decide to click/tap on any such third party advertising, you do so at your own risk.
- 8.2 Please note that the third parties whose products and/or services are being advertised or promoted in the Game are responsible for those products and/or services as well as for the content of the advertisements for those products and/or services. Any websites, apps, games or pages

linked to from any such third party advertising will be governed by the relevant third party's own terms of service and [privacy policy](#).

- 8.3 The inclusion of any third party's advertising in the Game does not necessarily imply that we or the Game is affiliated to or associated with such third party advertiser.

## 9. **COMPETITIONS AND PRIZE DRAWS**

- 9.1 We may offer entry into competitions and prize draws through the Game, and these may be subject to additional terms and conditions. Where such additional terms and conditions apply, this will be clearly notified to you and a link will be provided in order for you to read and accept the relevant terms and conditions before you enter the competition or prize draw.

## 10. **MAINTENANCE AND SUPPORT**

- 10.1 Save as expressly set out in these Terms, we are solely responsible for the Game, including providing any maintenance and support for the Game. In no event will the App Store Provider from whom you downloaded or streamed the Game have any obligation to provide any such maintenance or support services in respect of the Game. Please report any problems you encounter with the Game to us via [info@hueygames.com](mailto:info@hueygames.com)

- 10.2 We do not guarantee that the Game will always be available or that it will be updated. You understand that we may discontinue the Game or make changes to the Game at any time for any reason or no reason without notice or liability to you. If we plan to discontinue the Game, we will endeavour to notify you of the discontinuance of the Game reasonably in advance of the date on which such discontinuance takes effect.

## 11. **INTELLECTUAL PROPERTY RIGHTS**

- 11.1 The Game and any and all features, content, materials and information made available via the Game (including any In-App Purchases) belong to us and/or our licensors and are protected by intellectual property laws around the world. You do not own the Game or any content you purchase in connection with any In-App Purchases you make. The Game and any and such items are licensed to you in accordance with these Terms.

- 11.2 Subject to your continued compliance with these Terms, we hereby grant to you a non-exclusive, non-transferable, non-sublicensable, personal, revocable, limited licence to access and use the Game and any content you purchase in connection with any In-App Purchases you make for your own personal, non-commercial entertainment.

- 11.3 You are only allowed to use and play the Game for your own personal non-commercial purposes in accordance with these Terms and the App Store Provider's terms and conditions/end user licence agreement. You are not allowed to copy or distribute or transfer or (except as expressly set out in these Terms or as permitted by the Game's functionality) communicate to the public the Game or any content within the Game or interfere with the normal operation of the Game. Notwithstanding these restrictions, any open source software components included in the Game will continue to be governed by the terms on which such open source software components are generally made available to the public by the relevant open source licensing entity.

## 12. **RIGHT TO CANCEL**

- 12.1 If you live in the United Kingdom or the European Union you have certain rights to withdraw from distance purchases.

13.2 Similarly, please note that when you purchase a licence from us to use items purchased via In-App Purchases, you acknowledge and agree that we will begin the provision of such items to you promptly once your purchase is complete (i.e. our servers validate your purchase and the applicable item is successfully credited to your User Account on our servers) and therefore your right of withdrawal is lost at this point.

### 13. **LIABILITY**

13.1 With the exception of any implied warranties that cannot be excluded by law, any content you purchase via any In-App Purchase, the Game and any services, content and materials made available through it are provided on an "as is" basis and we does not make any representation or warranty of any kind, either express or implied in relation to the Game or any services, content or materials made available through it including, without limitation, any warranties in relation to fitness for a particular purpose or in relation to quality, completeness, accuracy or reliability.

13.2 Whilst we will exercise reasonable care and skill to ensure that the Game and any items purchased via In-App Purchases and their content are virus free, we do not guarantee that the Game will always be available, be uninterrupted, secure or free from bugs or viruses, nor that the Game or any products, services or content provided through it will be free from errors or omissions. Accordingly, we urge you to take your own precautions in this regard (such as using anti-virus software).

13.3 Other than as expressly set out in these Terms, neither we nor any of our third party partners and/or licensors, including the App Store Provider, accept any liability (whether based in contract, tort or otherwise) for any claim, loss, liability, damage, cost or expense caused by your use of the Game or any content you purchase via any In-App Purchases that does not arise as a result of a breach by us of these Terms and is not reasonably foreseeable at the time you entered into these Terms. In no event will we or any of our third party partners and/or licensors be liable to you for any loss of profits that may arise as a result of your use of the Game or purchase of any content via In-App Purchases.

13.4 Nothing in these Terms excludes or limits our liability for death or personal injury arising from our negligence, for fraud or fraudulent misrepresentation, or any other liability that cannot be excluded, disclaimed or limited by applicable law.

### 14. **GENERAL**

14.1 You acknowledge that these Terms are not intended to be for the benefit of, and will not be exercisable by, any person who is not a party to them. Notwithstanding the foregoing, you acknowledge and agree that the App Store Provider and each of its respective subsidiaries are third party beneficiaries of these Terms and therefore may enforce their respective rights under these Terms against you.

14.2 In the event that there is a conflict between these Terms and the App Store Provider's terms and conditions, the App Store Provider's terms and conditions shall prevail.

14.3 You may not assign, sub-license or otherwise transfer any of your rights or obligations under these Terms to any other person without our prior written consent.

14.4 If we decide not to exercise or enforce any right that we have against you at a particular time, then this does not prevent us from later deciding to exercise or enforce that right.

- 14.5 If any part of these Terms is found to be illegal, invalid or otherwise unenforceable by a court or regulator, then, where required, that part shall be deleted from these Terms and the remaining parts of these Terms will continue to be enforceable.
- 14.6 These Terms and any dispute arising out of or in connection with them (including any non-contractual claims) shall be governed by and construed in accordance with English law and you agree to submit to the exclusive jurisdiction of the English courts unless the law in your country of residence allows you to choose the courts of that country for the dispute in question. Any matters arising between you and the App Store Provider shall be as set out in the App Store Provider's terms and conditions.

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