



## **Duel Platform Terms of Use**

These terms of use (Terms) represent a legal agreement between you (End-user or you) and Daredevil Project Ltd of 2<sup>nd</sup> Floor, 201 Haverstock Hill, London NW3 4QG (Licensor, us or we) for:

- the use of the Duel platform (Platform), whether via our website at [www.duel.me](http://www.duel.me) (Site) or a micro-site hyperlink provided by a Brand;
- any other mobile applications, websites, products, services or electronic documents offered by us,

collectively, the Services.

Access and use of the Services is subject to the relevant terms set out below. By accessing our Platform, creating a user account, using any of the Services, and/or completing the necessary action to confirm acceptance of the Terms, these Terms will be binding upon you.

**We recommend that you print a copy of these Terms for future reference.**

## **AGREED TERMS**

### **1. Acknowledgements**

- 1.1 These Terms apply to the Services, including any updates or supplements to the Site or any Service, unless they come with separate terms which expressly replace these Terms, in which case those terms apply. Certain Services, including competitions operated by Brands, may be subject to additional terms and conditions which shall apply in conjunction with these Terms (and those additional terms shall take precedence if there is a conflict between them and these Terms).
- 1.2 We may change these Terms at any time by posting the latest version on the Platform, or otherwise notifying you via any Service. You may be required to read and accept them to continue your use of the Services and, in any event, your continued use of the Services will constitute your acceptance of the amended Terms.
- 1.3 The terms of our privacy policy from time to time, available at [www.duel.me](http://www.duel.me) (Privacy Policy) are incorporated into these Terms by reference and apply to those Services that do not expressly have their own separate privacy policies. Additionally, by using the Site, Platform or any Service, you acknowledge and agree that internet transmissions are never completely private or secure. You understand that any message or information you send using the Site, Platform or any Service may be read or intercepted by others, even if there is a special notice that a particular transmission is encrypted.
- 1.4 We work with a variety of brands that use and administer the Services to interact with users and offer exclusive promotions and competitions (Brands). By interacting with these Brands, you agree to accept any terms and conditions imposed by the Brand and agree that your data (including personal data) may be shared with the Brands and that they and their partners may contact you regarding other products and services that may be of interest to you.
- 1.5 The Site, Platform or any Service may contain links to and content from other independent third-party websites or features, including those of Brands (Third-party Sites). Third-party Sites and content may also feature in images, comments and other materials available via the Services. We may also enable you to share yours and other users' Content on Third-party Sites. Third-party Sites are not under our control, and we are not responsible for and do not endorse their content or their privacy policies (if any). You will need to make your own independent judgement regarding your interaction with any Third-party Sites, including the purchase and use of any products or services accessible through them.

- 1.6 The Services may enable you to interact with Third-party Sites or features directly, which may require you to login to your account on the Third-party Site or service. You do so at your own risk. Any correspondence and business dealings with third parties via the Services are solely between you and the third party.
- 1.7 You may choose, at your sole and absolute discretion and risk, to use applications that connect your profile on the Services with a third-party service, including but not limited to social networks such as Facebook or Twitter (Third-party Service) and such Third-party Service may interact with, connect to or gather and/or extract information from and to your Service profile. By using such Third-party Services, you acknowledge and agree that you are consenting to information about your profile on the Services being shared and that your use of a Third-party Service may cause personally identifying information to be publicly disclosed and/or associated with you, even if we or the Site/Platform have not provided such information.
- 1.8 You agree that any communications you submit to us regarding the Services, including but not limited to enquiries, feedback, suggestions, ideas, and other information or materials, shall be non-confidential and shall become our sole property. We shall be entitled to use and share such communications as we see fit and you waive any rights you may have in such communications (including but not limited to copyright or moral rights).
- 1.9 Any words following the terms including, include, in particular or for example or any similar phrase shall be construed as illustrative and shall not limit the generality of the related general words.

## **2. Grant and scope of licence**

- 2.1 In consideration of you agreeing to abide by these Terms, we grant you a non-transferable, non-exclusive licence to use the Platform, and access the Services, subject to these Terms and the Privacy Policy and any terms imposed by the Brands you interact with. We reserve all other rights.
- 2.2 We reserve the right to modify or terminate any of the Services or your access to any Service for any reason, without notice, at any time, and without liability to you. You can deactivate your user account by contacting us at [info@daredevilproject.com](mailto:info@daredevilproject.com).

2.3 Your licence to access and use the Services is personal to you and you are responsible for any activity that occurs through your user account. You agree you will not sell, transfer, license or assign your account, followers, username, or any account rights (or attempt to do any of the same). With the exception of people or businesses that are expressly authorised to create accounts on behalf of their employers or clients, you agree that you will not create an account for anyone other than yourself. You also represent that all information you provide or provided to us upon registration and at all other times will be true, accurate, current and complete and you agree to update your information as necessary to maintain its truth and accuracy.

### **3. Licence restrictions**

Except as expressly set out in these Terms or as permitted by any local law, you agree:

- (a) not to copy the Platform or any content or materials available via the Site or Services except where such copying is incidental to normal use of the Services, or where it is necessary for the purpose of back-up or operational security;
- (b) not to rent, lease, sub-license, loan, translate, merge, adapt, vary or modify the Platform or any other Service;
- (c) not to make alterations to, or modifications of, the whole or any part of the Services, or permit the Platform or any part of it to be combined with, or become incorporated in, any other programs;
- (d) not to disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of the Services or attempt to do any such thing except to the extent that (by virtue of section 296A of the Copyright, Designs and Patents Act 1988) such actions cannot be prohibited because they are essential for the purpose of achieving inter-operability of the Platform with another software program, and provided that the information obtained by you during such activities:
  - (i) is used only for the purpose of achieving inter-operability of the Platform with another software program;
  - (ii) is not unnecessarily disclosed or communicated without our prior written consent to any third party; and
  - (iii) is not used to create any software that is substantially similar to the Platform;
- (e) to keep all copies of the Platform secure and to maintain accurate and up-to-date records of the number and locations of all copies of the Platform;

- (f) not to provide or otherwise make available the Platform in whole or in part (including object and source code), in any form to any person without prior written consent from us; and
- (g) to comply with all technology control or export laws and regulations that apply to the technology used or supported by the Platform or any Service (Technology).

#### **4. Use of the services**

- 4.1 The Services enable you to connect, interact with and submit Content to Brands, which are publicly viewable. In particular, the Services enable you to participate in competitions and promotions hosted by Brands.
- 4.2 You warrant and represent that you have the legal right and capacity to enter into these Terms in your jurisdiction.
- 4.3 You warrant and represent that any data, images, photographs, text, information, logos, representations, comments, links, graphics, and/or other materials (Content) that you upload and post via the Services shall be owned by you, or that you have the legal right to use such Content and sub-license such use to us in accordance with these Terms.
- 4.4 You are responsible for maintaining the security of your user account details, including the username and password. You must not disclose any of the same to a third party. If you become aware, or reasonably suspect, that a third party has obtained access to your user account, you must notify us immediately. We reserve the right to suspend or permanently disable access to any user account we reasonably believe has been shared with, or accessed by, a third party.
- 4.5 You must:
  - (a) be at least 13 years of age in order to use the Services;
  - (b) not use the Site, Platform or any Service in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these Terms, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, including viruses, or harmful data, into the Platform, any Service or any operating system;
  - (c) not infringe our intellectual property rights or those of any third party in relation to your use of the Site, Platform or any Service, including by the submission of Content;

- (d) not transmit or post any Content that is defamatory, offensive or otherwise objectionable, including but not limited to Content that includes anything of a violent, pornographic, discriminatory, unlawful, hateful or sexual nature, in relation to your use of the Site, Platform or any Service;
- (e) not defame, stalk, bully, abuse, harass, threaten, impersonate or intimidate people or entities and you must not post private or confidential information via the Services;
- (f) not use the Services for any illegal purpose or in any way other than in accordance with these Terms. You agree to comply with all laws, rules and regulations applicable to your use of the Services and your Content, including but not limited to, intellectual property laws;
- (g) be solely responsible for your conduct and any Content that you submit, post or display on or via the Service;
- (h) comply with any competition or promotional terms which apply to such activities, whether set out in these Terms or separately;
- (i) not create accounts with the Service through unauthorized means, including but not limited to, by using an automated device, script, bot, spider, crawler or scraper;
- (j) not attempt to restrict another user from using or enjoying the Service and you must not encourage or facilitate violations of these Terms or any other terms;
- (k) not use the Site, Platform or any Service in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users;
- (l) not use any Content posted or owned by others for business purposes or otherwise in any illegal, unauthorised or immoral manner; or
- (m) not collect or harvest any information or data from any Service or our systems or attempt to decipher any transmissions to or from the servers running any Service.

4.6 Violation of these Terms may, in our sole discretion, result in suspension or termination of your user account and access to any or all of the Services. You understand and agree that we cannot and will not be responsible for the Content posted on the Services, or for the conduct of other Service users (including Brands), and your use the Services is entirely at your own risk.

4.7 We reserve the right to refuse access to any or all of the Services to anyone for any reason at any time.

- 4.8 We may, but shall have no obligation to, remove, edit, block, and/or monitor Content or accounts containing Content that we determine in our sole discretion violates these Terms. If you become aware of any Content which you believe may violate these Terms, please contact us immediately at [info@daredevilproject.com](mailto:info@daredevilproject.com) with details.
- 4.9 You are solely responsible for your interaction with other users of the Services. We reserve the right, but shall have no obligation to, monitor or become involved in disputes between you and other users and take such action as we deem necessary.
- 4.10 In the event that any of the Services display advertisements and promotions, you hereby agree to the placement of such advertisements and promotions in the Platform and other Services as we see fit. You acknowledge and agree that clicking on any advertisement or promotion may take you to Third-party Sites, for which we do not accept any responsibility.

## **5. Competition terms**

- 5.1 The terms and conditions in this clause 5 apply to any competitions, prize draws or promotions (Competitions) that you may enter into via the Services, except where any such competition or promotion is subject to its own terms and conditions in which case those terms shall take precedence.
- 5.2 Competitions may be made available and operated by Brands or other third parties. We do not operate or control any Competitions and will not be responsible or liable for your involvement in Competitions.
- 5.3 In order to enter any Competition, you must be in compliance with these Terms and must meet any eligibility criteria set out in the relevant Competition details. Brands shall have full discretion to declare your Competition entry invalid, even if you are selected as the winner, if it determines that you do not meet the eligibility criteria. You agree that, in the event that you are successful in a Competition, you may be required to prove your eligibility before any prize is issued to you.
- 5.4 You must enter via the method and by the time and date set out in the Competition details. Where entry requires the submission of information, you warrant that all information provided by you shall be complete and accurate. Any submission which is incomplete, late, or otherwise invalid, may be rejected.
- 5.5 Neither we nor the Brand are responsible for any entries that are lost, damaged or delayed in transit, regardless of cause.

- 5.6 Unless otherwise stated in the Competition details, no purchase is necessary. There is a limit of one entry per person. Entries on behalf of another person, or joint entries, are not permitted.
- 5.7 The prize (if any) will be as set out in the Competition details. There is no cash alternative and the prize is not negotiable or transferable. The Brand will notify you as soon as practicable if you have won and its decision shall be final.
- 5.8 Where applicable, the notification of the winner shall include instructions for claiming the prize. If you are a winner, you must comply with such instructions. Failure to do so may result in your claim becoming invalid. The prize may not be claimed by a third party on your behalf. The Brand does not accept any responsibility if you are not able to claim and/or use the prize.
- 5.9 Insofar as is permitted by law, we, our agents or distributors will not in any circumstances be responsible or liable to compensate the winner or accept any liability for any loss, damage, personal injury or death occurring as a result of taking part in a Competition and/or taking up the prize. Your participation in a Competition and the provision of prizes is an arrangement between you and the administrator of the Competition and we have no involvement with or control over Competitions whatsoever.
- 5.10 By entering a Competition, you agree to share the Content submitted in relation to that Competition and your personal information, including but not necessarily limited to your name, location, and age, with the Brand and that the Brand may use such Content and your personal information to announce the winner(s) of the Competition and for any other reasonable and related promotional purposes, and to contact you in relation to other products and services which may be of interest to you.
- 5.11 By entering a Competition, you agree that any personal information provided by you with the Competition entry may be held and used by us and/or our agents and suppliers, and the Brand. You confirm that you have read and agree to our Privacy Policy.
- 5.12 The Brand may hold void, suspend, cancel or amend a Competition where it becomes necessary to do so.

## **6. Intellectual property & other rights**

- 6.1 You acknowledge that all intellectual property rights in the Site, Platform and other Services and the Technology anywhere in the world belong to us or our licensors, that rights in the Platform are licensed (not sold) to you, and that you have no rights in, or to, the Platform, Site, or the Technology other than the right to use each of them in accordance with these Terms.



- 6.2 You acknowledge that you have no right to have access to the Site or Platform in source-code form.
- 6.3 The Duel name and logo are trademarks of Daredevil Project (Duel), and may not be copied, imitated or used, in whole or in part, without the prior written permission of Duel.
- 6.4 You remain the legal owner of any Content you upload and post via the Services. You grant us a non-exclusive, royalty-free, transferable, sub-licenseable, perpetual, worldwide licence to use such Content, subject to our Privacy Policy, as necessary or desirable for the purposes of providing, improving, expanding and promoting the Services and any other products or services we may offer or provide from time to time. In particular, but without limiting the foregoing, you agree that we may sub-licence the use of your Content to any Brand with which you interact.
- 6.5 You acknowledge and agree that posting any Content via the Services makes such Content publicly available and other users of the Services can view, interact with and share such Content, whether via the Site, the Platform or via Third-party Sites. We are not responsible for other users' use of the Content and we hereby disclaim any liability in relation to the same.
- 6.6 We do not represent or warrant that the provision of the Services will be uninterrupted or error-free. There will be occasions when the Services may be interrupted, including for scheduled maintenance or upgrades, for emergency repairs, or due to failure of telecommunications links and/or equipment.
- 6.7 We reserve the right to remove any Content from the Services for any reason, without prior notice. Content removed from the Services may continue to be stored by us, including, without limitation, in order to comply with certain legal obligations, but may not be retrievable without a valid court order. We encourage you to maintain your own backup of your Content. You agree that you will not rely on any of the Services for backup or storage purposes. We will not be liable to you for any modification, suspension, or discontinuation of the Services, or the loss of any Content.
- 6.8 Except as otherwise described in our Privacy Policy, as between you and us, your Content will be non-confidential and non-proprietary and we will not be liable for any use or disclosure of Content. You acknowledge and agree that your relationship with us is not a confidential, fiduciary, or other type of special relationship, and that your decision to submit any Content does not place us in a position that is any different from the position held by members of the general public, including with regard to your Content.

## **7. Warranties disclaimer**

- 7.1 The Services, including but not limited to, the Platform, the Site, and all content and materials contained or available therein, are provided on an "as is", "as available" and "with all faults" basis. To the fullest extent permissible by law, neither we nor any of our group companies, employees, officers or agents, make any representations or warranties of any kind, whether express or implied, as to:
- (a) the Services;
  - (b) the Site content or functionality;
  - (c) the Platform content or functionality;
  - (d) any user Content; or
  - (e) the security associated with the transmission of information to the Site, Platform or via the Services.
- 7.2 We hereby disclaim any and all warranties, whether express or implied, including but not limited to those as to quality, fitness for purpose, non-infringement, title, quiet enjoyment, or freedom from viruses or malware.
- 7.3 We do not warrant or represent that any of the information available via the Services is accurate or complete. You should not rely on any such information for decision-making purposes.
- 7.4 We do not warrant or represent that your use of the Services is lawful in any particular jurisdiction and you are responsible for ensuring that your access and use of the Services complies with all local laws and regulations. You warrant to us that your activities are lawful in every jurisdiction in which you access or use the Services.

## **8. Limitation of liability**

- 8.1 You acknowledge that the Site, Platform and/or Services have not been developed to meet your individual requirements.
- 8.2 Except in the case of specially designated Brand or business accounts, we only supply the Site, the Platform and Services for domestic and private use and you agree not to use the Platform or any other Service for any commercial, business or resale purposes. In any event, we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity (whether direct or indirect and whether or not foreseeable).

- 8.3 We shall not be liable to you for any losses, whether in contract, tort, statutory duty or otherwise (including but not limited to direct, indirect, special, incidental or consequential losses or damages), that are directly or indirectly related to:
- (a) your access and use of the Services or that of third parties;
  - (b) the Site or Platform content;
  - (c) user-based or originating content, including but not limited to Content;
  - (d) your inability to use the Services;
  - (e) use of your Content by third parties;
  - (f) any third party claim of intellectual property infringement in relation to your Content or any other user content;
  - (g) any damage to any devices, including any computer, mobile device, or other equipment or technology, including but not limited to any damage which results from any security breach or from any virus, bug, malware or fraud;
  - (h) loss of, or damage to, any Content or other data; or
  - (i) accuracy of information or results,
- whether or not such losses are foreseeable and regardless of whether we have been advised or, or should have known about, the possibility of such damages.

8.4 Subject to clauses 8.2 and 8.3, our maximum aggregate liability under or in connection with this contract (including your use of any Services) whether in contract, tort (including negligence) or otherwise, shall in all circumstances be limited to £500. This does not apply to the types of loss set out in condition 8.5.

- 8.5 Nothing in these Terms shall limit or exclude our liability for::
- (a) death or personal injury resulting from our negligence;
  - (b) fraud or fraudulent misrepresentation; and
  - (c) any other liability that cannot be excluded or limited by English law.

## **9. Indemnity**

You agree to indemnify and hold us harmless from and against any claims, liabilities, damages, losses, and expenses, including without limitation, reasonable legal fees and costs, arising out of or in any way connected with any of the following:

- (a) your Content or your access to or use of the Services;

- (b) your breach or alleged breach of these Terms;
- (c) your violation of any third-party rights, including without limitation, any intellectual property rights, publicity, confidentiality, property or privacy rights; or
- (d) your violation of any laws, rules, regulations, codes, statutes, ordinances or orders of any governmental and quasi-governmental authorities, including, without limitation, all regulatory, administrative and legislative authorities.

## **10. Termination**

10.1 Without prejudice to our other rights and remedies under these Terms and in law, we may terminate our contract with you immediately by written notice to you:

- (a) if you commit a material or persistent breach of these Terms. For the avoidance of doubt, any breach of clauses 3 or 4 shall be deemed a material breach; or
- (b) if you breach any of the Licence Restrictions or any provisions of our acceptable use or other community policies.

10.2 On termination for any reason:

- (a) all rights granted to you under these Terms shall cease;
- (b) you must immediately cease all activities authorised by these Terms, including your access to any registered user accounts and/or use of any Services;
- (c) we may deactivate and/or delete your user account and you agree not to attempt to access your user account, or create any other user account without our prior written consent; and
- (d) you must immediately remove the Platform from all devices.

10.3 You acknowledge and agree that on termination of your rights under these Terms, or otherwise notwithstanding the deletion, deactivation or non-use of your user account, we may continue to store and use your Content in accordance with these Terms.

## **11. Communication between us**

11.1 If you wish to contact us in writing, or if any condition in these Terms requires you to give us notice in writing, you can send this to us by e-mail or by prepaid post to Daredevil Project Ltd at 2<sup>nd</sup> Floor, 201 Haverstock Hill, London NW3 4QG and [info@daredevilproject.com](mailto:info@daredevilproject.com). We will confirm receipt of this by contacting you in writing, normally by e-mail.

11.2 If we have to contact you or give you notice in writing, we will do so by e-mail or by pre-paid post to the address you provide to us.

## **12. Events outside our control**

We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Terms that is caused by any act or event beyond our reasonable control, including failure of public or private telecommunications networks.

## **13. Other important terms**

13.1 We may transfer our rights and obligations under these Terms to another organisation, but this will not affect your rights or our obligations under these Terms.

13.2 You may only transfer your rights or obligations under these Terms to another person if we agree in writing.

13.3 These Terms, together with any documents referred to in them (including, but not limited to, our Privacy Policy) constitute the entire agreement between you and us and govern your use of the Services, superseding any prior agreements between you and us.

13.4 No third party shall have the right to enforce any provision in these Terms.

13.5 If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

13.6 Each of the clauses in these Terms operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining provisions will remain in full force and effect.

13.7 Please note that the agreement between us, comprising these Terms, its subject matter and formation, are governed by English law. You and we both agree that the courts of England and Wales will have exclusive jurisdiction in relation to any claim or dispute arising out of or in connection with it (whether contractual or non-contractual).