



Last updated: 23 March 2017

## Fan Kit Agreement

**This Agreement governs your use of the Fan Kit (see below) and other Supercell Oy's ("Supercell") copyrights and trademarks from Clash of Clans, Clash Royale, Hay Day and Boom Beach ("Supercell Assets") for Fan Content Purposes. Please make sure to review this Agreement carefully before downloading or using the Fan Kit or any other Supercell Assets. We will not give warnings for violations of this Agreement.**

We love our games and our Community and think it's amazing what players can and want to do around Supercell's brands! Even a Barbarian would understand that a lot of players just want to use the Supercell Assets to create cool stuff around the games. We're really, really excited about that. However, at times people go too far and try to convince the community that their products, services, sites or videos are connected with, endorsed or produced by Supercell. There are people out there who do this deliberately in order to take advantage of the Community and the efforts of the Supercell game teams. This can lead to players believing in information, buying stuff or even providing personal information on the basis of that content being official. This makes us very unhappy.

Supercell wants players to continue to do amazing stuff around our games. This Agreement explains how you can and cannot use the Supercell-approved logos, artwork, names, audio and other trademarked/copyrighted works of Supercell included in this fan kit package, as made available by us ("**Fan Kit**") in your Fan Content. This Agreement also provides clarity on what you can do without contacting us, and what requires express permission from Supercell.

**Contact us at [fankit@supercell.com](mailto:fankit@supercell.com) if you have any questions.**

## 1 Specific Rules for Fan Content

**Fan Content Purposes only.** When we talk about Fan Content purposes, we mean this: Your use of Supercell Assets in Fan Content must be limited to displaying, identifying and discussing only Supercell's products as permitted by this Agreement. You cannot create new products or content based on Supercell Assets, such as games based on the Supercell game characters. Not even if they were free. Permitted Fan Content normally includes for example non-commercial fan-generated online guides and guide apps, fan meetups, fan pages and gameplay videos as long as they follow this Agreement.

**Be non-commercial.** You are not permitted to charge a fee of any kind (including in-app functionalities) from customers or visitors to your Fan Content,



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unless this has expressly been approved by Supercell. You may, however, generally monetize your Fan Content by using advertisements. If you use ads, they must comply with all applicable laws, rules, regulations and developer policies.

**Respect Supercell's brand.** You cannot create the impression that Supercell is a sponsor or creator of or otherwise endorses your Fan Content. You also cannot create any materials from the Supercell Assets that are similar to Supercell's logos, trademarks or other elements of Supercell's products and services. You can't modify Supercell Assets without our express permission.

**Keep it online.** You are not permitted to manufacture or distribute (for free or otherwise) physical items such as T-shirts that bear any Supercell Assets or other Supercell intellectual property without a separate, express written agreement between you and Supercell.

**No novels, theatricals or the like.** You are not permitted to write, produce or create any novels, theatrical productions or other adaptations that include Supercell's intellectual property without our express written permission.

**Insert disclaimers.** Do include the following notice (or a substantially similar unofficiality notice) in a font legible to end users of the Fan Content in connection with your use of Fan Kit or other Supercell Assets: "This content is not affiliated with, endorsed, sponsored, or specifically approved by Supercell and Supercell is not responsible for it. For more information see Supercell's Fan Content Policy: [www.supercell.com/fan-content-policy](http://www.supercell.com/fan-content-policy)."

**No domains or the like.** You can't register domain names, social media accounts or related addresses for your Fan Content which include Supercell's trademarks (such as SUPERCELL, CLASH ROYALE, CLASH OF CLANS, HAY DAY or BOOM BEACH) without a separate written agreement with us.

**No bad stuff.** The Fan Kit or other Supercell Assets may not be used on or in connection with any Fan Content that (i) promotes hacks or cheats, sexually explicit materials, violence, discrimination or illegal activities, (ii) makes disparaging, libelous or dishonest statements about Supercell and/or its products, employees and agents or (iii) contains other objectionable content.

## 2 Fan Meetups

If you are looking to organise a fan meetup, we consider it "Fan Content" under this Agreement. Although we are super excited about unofficial fan meetups, there are a few rules we want you to keep in mind when you organise them.

As with all Fan Content, you are responsible for ensuring that you comply with local laws and regulations. We do not take responsibility for fan meetups and you must make this clear for anyone attending or otherwise being involved with the fan meetup. You are solely responsible for everything related to the fan meetup and your compliance with this Agreement.



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Please make sure that you have informed the relevant authorities of the fan meetup and that you have sufficient permissions to organise it from authorities, venue owners and other involved parties.

### 3 Additional Terms

**Our use of your Fan Content.** We may from time to time use your Fan Content without compensation in a manner we consider reasonable, for example by reposting it in our online channels or otherwise using it in our marketing activities.

**Unpublished information and feedback.** If you receive information from us regarding not-yet-published content, you need to keep that information to yourself and not disclose it to anyone else. Also, if you give us any kind of feedback, information or suggestions regarding our games or otherwise, you understand that we can use it without further compensation or other obligations to you.

We reserve the right to determine what type of Fan Content we are OK with and may revoke the limited use license in this Agreement at any time and for any reason. Supercell expressly reserves all rights not expressly granted in this Agreement.

The rights granted are personal to you, and you may not transfer or assign to anyone any or all of your rights under this Agreement.

THE FAN KIT AND SUPERCCELL ASSETS IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS FOR YOUR USE, WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND THOSE ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

SUPERCCELL IS UNDER NO CIRCUMSTANCES LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES HOWSOEVER ARISING. YOUR SOLE REMEDY (AND SUPERCCELL’S EXCLUSIVE LIABILITY) FOR ANY DISPUTE WITH SUPERCCELL REGARDING THIS AGREEMENT IS FOR YOU TO STOP USING THE SUPERCCELL ASSETS AND FAN KIT.

This Agreement is governed by the laws of Finland (without regard to conflicts of law). Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for certain types of damages. Accordingly, some of the above disclaimers and limitations may not apply to you.

By consenting to this Agreement, you hereby represent to Supercell that you are 13 years of age or older. If you are under the age of 20 in your country and/or state, you may need to obtain the permission of your parent(s) or legal guardian to enter into this Agreement.



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This Agreement is part of the Supercell Terms of Service, and we may modify them at any time. When using the Fan Kit or Supercell Assets for Fan Content purposes, your use is subject to the Supercell [Terms of Service](#) (including any warranty disclaimers and limitations of liability). In the event a term of this Agreement conflicts with a term of the Terms of Service, this Agreement takes precedence with respect to any issues related to Fan Content.