

WAKFU MMORPG

Ankama Fanart Publication Agreement (hereinafter the "Agreement")

Ankama wishes to display the creations of its fans (hereinafter "**you**" or the "**Author**") on its websites and social media, and thus invites you to submit works of art inspired by the MMORPG Wakfu (hereinafter the "**Game**"): illustrations, paintings, videos, or photographs of costumes or any other creation inspired by the Game (hereinafter individually referred to as the "**Work**" or collectively as the "**Works**").

If you wish to share your Works with the public, you must first accept this Agreement between you and Ankama Games, a simplified joint-stock company whose headquarters are located at 75 boulevard d'Armentières, Roubaix (59100), France, registered with the Lille Metropolitan Area Companies and Commerce Register (RCS) under number 492 360 730 (hereinafter "**Ankama**" or "**we**"/"**us**"), and then send your Work to Ankama:

- by email to the address wakfucommunity@ankama.com, complying with the following rules:
 - the file size of the Work must not exceed 5 megabytes;
 - the Work file must be sent in one of the following formats: .BMP, .JPG, or .PNG;
 - the subject of the email must be in the following format: your forum nickname – Fan Creations;

or

- by mail to the following address (postage costs are at your expense), including your email address and forum nickname: Ankama, Wakfu Community Management, 75 Boulevard d'Armentières, 59100 Roubaix, France.

Any Work sent not in accordance with the rules set out in the Agreement will not be considered. Please also note that sending your Work to Ankama does not in any way mean Ankama has an obligation to publish it.

By sending your Work to Ankama, you declare you have read, understood, and agree to the conditions of the Agreement, or, if you are have not reached the age of majority in your country of habitual residence and the laws of your country so require, that you have obtained the authorization of your legal representative (parent or guardian) to be bound by the Agreement. WARNING: If you are a minor, you must not send us Work containing any images of yourself (for example: selfie, video of you,

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Article 1 – Transfer of Rights

By sending your Work, you transfer the non-exclusive rights defined hereinafter to Ankama. Ankama thus becomes the Author's assignee and holds the rights hereby transferred. Ankama may then exercise these rights to grant licenses and enter contracts.

- (a) **Reproduction Rights**: the right to reproduce and/or commission reproductions of all or part of the Work by way of any current or future technical procedure such as printing, digitization, recording, and downloading onto any medium such as paper, electronic (Internet), or digital media (CD-ROM, DVD, CD photos, CD-I, ebooks).
- (b) **Representation Rights**: the right to represent and/or commission representations of all or part of the Work, by way of any current or future public communication procedure such as television broadcasting, radio, satellite, cable, or by any other transmission, broadcasting, or telecommunications medium, by way of print in newspapers or periodicals, by way of libraries in books, albums, or artbooks, by mobile or landline telephone, or computers, internet and intranet networks.
- (c) **Adaptation Right**: (i) the right to adapt all or part of the Work onto any or all media and in any form modified in any way for technical and/or artistic reasons; (ii) the right to create or commission the creation of any version of the Work, whether French or foreign, as well as any dubbing and/or subtitles in any language.

These rights also permit Ankama to upload and display your Work on any of Ankama's websites (for example: www.wakfu.com, www.ankama.com), electronic or non-electronic publications (for example: Gamakna), or social media accounts (for example: Facebook, Twitter, YouTube, Twitch, Instagram, Snapchat).

The agreed upon transfer of rights is free of charge and non-exclusive, throughout the world and for the French term of protection for literary and artistic property. "French term of protection for literary and artistic property" is understood as the maximum term of copyright protection provided by law to the Author now and in the future.

Ankama will affix, on or near the Work, your nickname. "Nickname" is understood as the forum nickname indicated at the time your Work is sent.

Article 2 – Free Transfer

You expressly agree to transfer to Ankama the rights to the Work without any financial compensation, in accordance with Article L.122-7 of the French Intellectual Property Code.

Article 3 – Assignment

Henceforth, you grant Ankama the right to assign the rights transferred under Article 1 to entities of the Ankama group, as well as to any third parties of its choice.

Accordingly, you authorize entities of the Ankama group to use and/or make use of the Work. Such assignment shall not require the Author's consent or prior notification.

Article 4 – Guarantees

You declare and guarantee that you are the author of the Work and that you have the right to authorize the use of your Work. You further certify that you have not included in the Work any elements that may infringe any third-party's rights and will safeguard Ankama against, and hold it harmless of, any actions or claims that may in any way be filed by legal entities or individuals believing they have rights to assert regarding all or part of the Work or the use thereof.

Article 5 – Prohibited Content

You certify that your Work is free of:

- content that may be considered illegal, aggressive, defamatory, pornographic, obscene, vulgar, racist, xenophobic, revisionist, hateful, malicious, sexually explicit, violent, contrary to public order, or an affront to human dignity;
- content used for purposes of advertising, propaganda, or proselytism.

Article 6 – Image Rights

If your Work contains your image (for example: cosplay), (i) you expressly authorize Ankama, entities of the Ankama group, and any of their beneficiaries or assignees to use the Work reproducing your image under the conditions described herein; (ii) you represent and warrant that you are not bound by any exclusive contract relating to the use of your image or your services and **that you have reached the age of majority**; (iii) you acknowledge you may not claim any compensation for the use of the rights set out herein. If a third-party image appears in your Work, you represent and warrant that the person in question has reached the age of majority and that you have obtained said person's consent to use their image in accordance with the terms hereof beforehand.

Article 7 – Physical Media

Please note that if you send us your Work on a physical medium, we will not be able to return it to you. You consent that the physical medium will become the property of Ankama, which, thereafter, may make use of it as it wishes, which may include destroying it.

Article 8 – Personal Information

You authorize Ankama to collect and use the personal information you provide when sending your Work (hereinafter the "**Personal Information**"), and you are advised that the use of this Personal Information (i) is necessary to handle the reception and publication of your Works, to contact you, if necessary, and to prove your acceptance of the Agreement; (ii) this Personal Information will be kept by Ankama for the entire term of the Agreement and beyond this term as permitted by applicable statutes of limitation under civil and criminal law; (iii) this Personal Information is intended for Ankama and entities of the Ankama group; and (iv) this Personal Information has as its legal basis the execution of a contract (cf. Article 6.1.b of the European data protection regulation).

You may access and obtain a copy of your data, have the data corrected, or have the data erased. You also have the right to limit handling of your data (cf. cnil.fr for more information about your rights).

You may exercise your rights either through ANKAMA's Support website (<https://support.ankama.com/>), or by writing to the following address: ANKAMA - Infos Personnelles, 75 bd d'Armentières, BP 60403, 59057 Roubaix Cedex 1, France. Out of concern for your privacy and to protect your personal data, we must ascertain your identity before replying to your request. Additionally, any request to exercise your rights must be accompanied by a copy of a signed identity document.

For any questions or demands regarding the handling of your data, you may contact us by mail according to the same modalities set forth in the previous paragraph, or by email at privacy@ankama.com. You may also contact our data protection delegate at the same addresses. If, however, you believe that we have not met your expectations, you may submit a claim with a competent data protection supervisory authority.

Article 9 – Miscellaneous Provisions

9.1 No provision of the Agreement shall be understood to amend, supersede, or void any other agreement you have already entered into or enter into with Ankama or any entity of the Ankama group, including, but not limited to, the Terms of Use, the Privacy Policy, or the regulations of any game and/or contest you may have participated or may participate in.

9.2 The Agreement is subject exclusively to French law. Any dispute arising from the performance or interpretation of the Agreement is subject to the courts that have jurisdiction in the Lille Metropolitan Area, France, even if there are multiple defendants, counterclaims or additional claims, or third-party proceedings, only after attempting to reach an amicable settlement.

9.3 Remember that Ankama alone has the authority to decide whether to display the Work or not. You and Ankama agree that Ankama does not assume any obligation toward you to display your Work.