

## PRIVACY POLICY

The following privacy policy (the “**Privacy Policy**”) constitutes an agreement between:

The user, or if the user is under the age of majority in the User's local jurisdiction, the User's parent or legal guardian (the “**User**”) of the various websites, games, applications and products, including in-app purchases, provided and/or made available by AM HOLYDAY STUDIOS LIMITED (“**Holyday**” or “**Holyday Studios**” or “**we**” or “**us**”) including, but not limited to the Services and the Site as specified below, together with any information, customer service or other related services provided in connection therewith;

and

Holyday Studios and its affiliates and subsidiaries.

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Holyday Studios **does not** process personal data from the User and limits the data it collects to the User's **username, player ID, city and save file**.

**Personal data is not collected unless under strict conditions of consent and is restricted to the User's email address only when they choose to sign up for the Holyday Newsletter and/or the Firestone Newsletter.**

Holyday Studios is committed, according to the law on the protection of personal data under the laws of the Republic of Cyprus and the European Union (“**Cyprus**” and “**EU**” respectively”), including the General Data Protection Regulation (EU) 2016/679 (“**GDPR**”) to take all necessary measures for the protection of data and the respect of their private life. This document aims to inform the User about their rights and about the data protection policy of Holyday Studios in connection with, but not limited to, the Services, Site and Software as specified below.

This Privacy Policy describes how Holyday Studios collects, protects, uses and discloses information and other data that Holyday Studios may collect from the User through the User's use of the Services.

Please note that the scope of this Privacy Policy is limited only to information collected by the Holyday Studios. By using the Services, the User agrees and gives their consent to the collection and of data as outlined in this Privacy Policy.

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For the purposes of this Privacy Policy:

“**Non-Personal Data**” which is information that does not identify the User and cannot be used to contact the User personally, including information about the User such as the User's date of birth, age, gender and non-precise geolocation information (e.g., the User's city), as well as information about the User's computer, mobile device, and game system platform such as the User's unique device ID, Internet Protocol (IP) address, or other persistent identifiers, and their hardware/software/firmware. Non-Personal Data also includes “**Usage Data**” which is anonymous data tied to the User's computer, mobile device, and/or game system platform, such as the actions the User take within and outside of the Services, the browser the User use, the identity of other apps included on the User's device, the date and time of the User's use of the Services, the User's game progress,

play time, score and achievements, and the URLs the User visited and/or apps the User used before and after using our Services;

**“Personal Data”** which is information about an identifiable individual as such term is defined in the **General Data Protection Regulation (GDPR)** (EU) 2016/679 of the European Parliament and of the Council, on the protection of individuals with regard to the processing of personal data and on the free movement of such data, as this term may be amended by law. Personal Data may include, but is not limited to, a person’s name, email address, residential address, precise geolocation information (i.e., the User’s specific location), telephone number, payment card information, transaction history, other billing information and, in some cases, usernames;

**“Services”** including, but not limited to the Site, the Software, mobile services and their applications, downloadable and/or installable services for personal computers or gaming consoles including clients and web-based services accessed by means of a browser or other online communication method, and also includes all updates, upgrades, patches or other improvements as well as any and all accompanying manuals, packaging and other written documents, files, digital or other online materials or documentation and any and all copies of all such software and materials, and any part thereof; and

“Site” refers to the site <http://holydaygames.com/>.

## **ACCEPTANCE OF TERMS AND REVISIONS**

By accessing, using or installing any of the Services and/or submitting information to Holyday Studios the User agrees to accept this Privacy Policy. If the User does not accept this Privacy Policy, the User must not access or use any of the Services.

Holyday Studios may, at any time, revise this Privacy Policy. Holyday undertakes to take reasonable steps to inform the User of such changes.

The User should periodically revisit this posting to review any revisions to this Privacy Policy. If the User continues to access or use any of the Services after any revisions to this Privacy Policy are posted, the User will be deemed to have accepted those revisions.

## **INFORMATION COLLECTED AND APPLICATION**

Through the User’s use of the Services, Holyday Studios may collect Non-Personal Data.

This Privacy Policy only applies to the information that Holyday Studios collects and uses, or is supplied, through the use, access or installation of its Services and/or any part thereof.

Any information the User discloses to any third party service providers, vendors and/or platforms (“Service Providers”) is dealt with in accordance with the privacy policies adopted by each of those Service Providers. The User is encouraged to review the privacy policies maintained by each of those Service Providers to understand how their information will be used by those entities to process requests.

Holyday Studios may partner with third party Service Providers to provide access to existing payment gateways. The User’s credit card, banking and other billing information is not collected or processed by, or kept with Holyday Studios but with payment processors and other service providers where the User can read more about their privacy policies.

The Services may contain links to third party websites (the “**Third Party Sites**”) that are not controlled or operated by Holyday Studios. The Third Party Sites are maintained by the third parties who have their own privacy policies and their own terms and conditions of use. This Privacy Policy does not apply to any of the Third Party Sites and Holyday Studios is not responsible for any information disclosed by virtue of those Third Party Sites or for the privacy practices of any operators or sponsors of the Third Party Sites. A link to a website from Holyday Studios is not an endorsement, authorization or representation of our affiliation with that third party.

Because Holyday Studios cannot control the activities of third parties, Holyday Studios cannot accept responsibility for any use of the User's information by such third parties, and Holyday Studios cannot guarantee that they will adhere to the same privacy and security practices as Holyday Studios. To determine how the User's information will be treated when accessing or using the Third Party Sites, the User must read the privacy policy, if any, that applies to each of the Third Party Sites.

## **PRODUCTS OFFERED IN PARTNERSHIP WITH THIRD PARTIES**

Users may register for other services from the Site and other sites owned and/or administered by Holyday. Certain products and/or services available on our site may be provided to the User in partnership with third parties and may require the User to disclose Personal Data to those third parties in order to register for and access such products and/or services. Such products and/or services shall identify the third party partners at the point of registration. If the User elects to register for such products and/or services, the User's may choose to transfer their Personal Data to such third parties subject to the privacy policy and practices of such third parties. Holyday Studios are not responsible for the privacy practices and policies of such third parties that the User may choose to transfer any data to and therefore the User should review the privacy practices and policies of such third parties prior to providing the User's Personal Data in connection with such products and/or services.

## **COMPLIANCE WITH GDPR**

Holyday Studios complies with the GDPR and the Cyprus Data Protection Law (N. 125(I)/2018), designed to protect data privacy across the European Union. In accordance with the GDPR, any Data collected by Holyday Studios is and must be:

- Given under explicit consent by the User;
- Necessary for compliance with Holyday's legal obligations;
- Necessary to protect the User's interests; and
- Necessary without overriding the User's fundamental rights and freedoms.

When a User uses the Services, Holyday Studios **only collects the following Non-Personal Data** as permitted by law and as follows:

1. Holyday Studios may collect information such as the User's username, player ID and city of residence, for login and support purposes, as well to ward off attacks against our system and to ensure the rules of the game are followed.
2. Holyday Studios may also collect device IDs and usage data (such as save files), whenever the User uses the Services.

3. Holyday Studios will not collect any Personal Data from the User simply by virtue of the User's visiting any of our websites; Holyday Studios will only collect such data if the User chooses to submit it to Holyday Studios for the purposes of receiving the Firestone Newsletter and/or Holyday Newsletter, and is stored separately.

Holyday Studios has internal regulations in place to ensure that any data is restricted, accurate, well-maintained, safe and consistent, as well as informed and responsible staff to ensure that these regulations are followed. Holyday Studios aims to ensure that Users are aware (i) that data is being collected, (ii) for what reasons it is being collected, and (iii) for how long it is collected:

1. Awareness: Users have access to privacy policies before and after they consent.
2. Reasons: Data is only kept for the purpose of accessing the Services and the Firestone Newsletter and/or the Holyday Newsletter; and
3. Length of time: Data is permanently deleted after two (2) years of no activity with the Services or when a User chooses to unsubscribe.

Holyday Studios also recognises its duty to report certain types of Data breach to the relevant supervisory authority, in Holyday's case the Office of the **Commissioner for Personal Data Protection** within 72 hours of becoming aware of the breach where feasible. Holyday has prepared a response plan for addressing such breaches, consisting of immediately informing (i) the Office of the Commissioner for Personal Data Protection, and (ii) any affected individuals.

## COOKIES

In connection with the foregoing collection of information, Holyday Studios may also use "cookies" or similar technologies (small amounts of data that are stored on the User's computer's hard drive, mobile device or game system platform when the User uses or accesses the Services that identify the User's computer, mobile device or game system platform).

If the User does not wish to accept cookies, the User has the option of blocking or disabling cookies. However, please be aware that some of the Services will not function properly if the User does so.

In addition, certain third-party advertisers may also make use of cookies in any ads that may be served within or by use of our Services. Such cookies may collect anonymous behavioural data which those advertisers may use to serve the User targeted ads both within and outside of the Services.

## USE OF INFORMATION

Holyday Studios may use Non-Personal Data for administrative, analytical, research, optimisation, security and other purposes, including, without limitation, for the following purposes and where applicable:

1. to provide the User with any goods, services, or functionality the User have requested, including the Services;
2. to improve our Services, and any future Services Holyday Studios may produce;

3. to send the User information related to our Services, including confirmations, technical notices, updates, security alerts, and support and administrative messages;
4. to track the User's use of our Services to help us learn more about the User's activities and understand the User's preferences and tendencies so that Holyday Studios can personalise the User's experience, provide the User with offers and notifications that are tailored to the User, and otherwise enhance the User's experience; to personalise the User's content and offers;
5. to respond to customer service inquiries;
6. to troubleshoot problems with the Services and to improve Services;
7. to enforce our Terms of Use;
8. to protect against cheating, crime or fraud, or for other security reasons;
9. to provide the User advertising that better suits the User's interests and profile and is age/gender-appropriate and targeted to the User's general location;
10. to compile statistics;
11. to take any other action permitted by law.

## **DISCLOSURE OF INFORMATION**

Holyday Studios will not transfer the User's data to third parties without consent, and only to GDPR-compliant partners who will use the information only for the purposes disclosed at the time of collection or for a use consistent with that purpose.

Notwithstanding the foregoing, Holyday Studios reserves the right to disclose information, including Personal Data, if Holyday Studios reasonably believes that Holyday Studios are required to do so by law or legal process or if Holyday Studios are otherwise requested by any law enforcement officer or agency acting in such a capacity as to allow the disclosure of such information by law.

In addition, Holyday Studios reserve the right to disclose Personal Data and Non-Personal Data accordingly in order to:

1. enforce the Terms of Use;
2. investigate and/or take action against illegal activity, suspected abuse or unauthorised use of the Services;
3. protect and defend the rights or property of Holyday Studios; and
4. act in urgent circumstances to protect the safety or security of the public or users of the Services.

## **PROTECTION OF INFORMATION**

Holyday Studios has implemented reasonable physical and technical measures to protect the information Holyday Studios collect or are provided with from unauthorized access or against loss, misuse or alteration by third parties.

Further, while Holyday Studios attempt to ensure the integrity and security of our network and systems, Holyday Studios cannot guarantee that our security measures will prevent third-parties from illegally obtaining access to this information.

Holyday Studios do not warrant or represent that the User's information will be protected against, loss, misuse, or alteration by third parties. No method of transmission over the Internet, or method of electronic storage, is 100% secure. Therefore, Holyday Studios cannot guarantee its absolute security. For further information on how Holyday Studios protects information Holyday Studios collect or are provided with, contact us using the information listed below.

## **RETENTION OF INFORMATION**

The data and information that Holyday Studios collect will be stored and maintained by Holyday Studios or our third party service providers until the User instruct us otherwise, or, in our sole discretion, for the longer of (i) the amount of time necessary or appropriate to carry out the purpose(s) for which such information was collected and (ii) for so long as Holyday Studios are required to maintain such information by law or other applicable rules or regulations and the User's consent to such purposes remains valid after termination of our relationship with the User.

Currently, Holyday Studios or our GDPR-compliant third party service providers retain and store information collected by, or provided to, Holyday Studios on secure servers in Amazon Datacenters. As Holyday Studios and some of our third party service providers may store information received from users (including Personal Data) outside of these locations, and under the laws of those other jurisdictions, in certain circumstances courts, law enforcement agencies, regulatory agencies or security authorities in those other provinces or foreign jurisdictions may be entitled to access information.

The User is responsible for maintaining the confidentiality of the User's account and/or passwords as these may be applicable or required to access the Services and for restricting access to the User's computer, device or game system platform, and the User agrees to accept responsibility for all activities that occur under the User's account.

## **ACCESS AND ACCURACY**

Holyday Studios will use commercially reasonable efforts to provide the User access to the User's data if the User requests such access in writing submitted to Holyday. Unless otherwise required under applicable law, Holyday Studios reserves the right to deny access to data:

1. when such denial of access is required by law;
2. when granting the User access is reasonably likely to negatively impact other people's privacy;
3. when such access is cost prohibitive; or
4. when such requests are frivolous or made in bad faith.

The User is responsible for ensuring that all information created through the User's use of any of our Services is accurate, reliable and complete and the use of information created from our Services is at the User's own risk. Holyday Studios ask that the User keeps the any data that the User provides to Holyday Studios current and correct.

The User represents and warrants that any Personal Data the User provides is true and correct and relates to the User and not to any other person. If the User believes that any Personal Data maintained by Holyday Studios about the User is inaccurate or incomplete, the User may notify Holyday Studios in writing describing in details any inaccuracies or omissions, submitted to the email address below. Following receipt of such a properly submitted written notice, Holyday Studios will, within a reasonable time period, use commercially reasonable efforts to, in Holy Studio's sole discretion, to either: (i) amend or correct the User's Personal Data to reflect corrected or additional information provided by the User, or (ii) in connection with the User's Personal Data, make note of any claimed inaccuracies or omissions reflected in the notice submitted by the User.

## **OUR POLICY REGARDING CHILDREN**

Holyday Studios recognizes the privacy interest of children and Holyday Studios encourage parents and guardians to take an active role in their children's use of our Services. Our Services are not intended for children under the age of 13 ("Minors") and Holyday Studios do not target our Services to Minors. Holyday Studios does not knowingly collect or use any Personal Data from Minors. If a parent or guardian becomes aware that his or her child has provided us with information without their consent, he or she should contact us at the email address below. Holyday Studios will delete such information from our files within a reasonable time.

If the User is between the age of 13 and 18, the User must obtain their parent or guardian's permission prior to using any of the Services or providing Holyday Studios with any Personal Data.

## **GOVERNING LAW**

This Privacy Policy is governed and interpreted pursuant to the laws of Cyprus and the EU, without regard to principles of conflicts of law that would impose the law of another jurisdiction, and the User agrees to submit to the exclusive jurisdiction of the courts of Cyprus.

Those who choose to use or access any of the Services from outside the Cyprus do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable. Notwithstanding the foregoing, and recognizing the global nature of the Internet, each viewer and user shall comply with all local rules regarding online conduct and submission of acceptable materials.

Please direct any questions or comments about Holyday Studios' compliance with privacy requirements to the following email address:

[accounts@holydaystudios.com](mailto:accounts@holydaystudios.com)