# Triumph Games Terms and Conditions and Privacy Policy

**Terms & Conditions**

Thank you for visiting the website Utopian Game Labs (“We”, “us” or the “Timeraider”). The Company is happy to make available to you the content on its Site for informational purposes. Please carefully read these terms of use (the “Terms”). By using our Site, you thereby agree to the Terms. If you do not agree to the Terms, you should exit our Site and not use or review any of the information that is posted on this Site.

Intellectual Property Rights. We own all intellectual property in this Site and its content (including without limitation any documents posted on the Site) including its overall appearance, graphics design and underlying source files. You may download or copy material from our Site, only for your own personal, non-commercial use. Any other use is forbidden. Except as permitted above, you may not reproduce (in whole or in part), transmit (by electronic means or otherwise), modify, link into, frame or use for any public or commercial purpose the contents of this Site without the prior written permission of the Company. If you provide the Company with any feedback concerning the Site or any material on the Site, such feedback shall not be subject to any confidentiality restrictions and the Company will be free to use such feedback, without any compensation to you, for any purpose whatsoever.

Limitation of Liability; Disclaimers. The Company has made and will continue to make efforts to include accurate and up-to-date information on this Site. However, the Company cannot guarantee that the information posted on this Site is accurate, complete or suitable for any purpose. The Company may alter or remove materials from this Site at any time.

TO THE FULLEST EXTENT ALLOWED UNDER APPLICABLE LAW, THE COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED OR STATUTORY, AND DISCLAIMS ALL IMPLIED OR STATUTORY REPRESENTATIONS AND WARRANTIES, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, WITH RESPECT TO THE USE OF THIS SITE OR ANY INFORMATION OBTAINED THROUGH THIS SITE. IN NO EVENT WILL THE COMPANY, ITS AFFILIATES, EMPLOYEES OR OFFICERS BE LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND WHATSOEVER RESULTING TO YOU OR TO ANY THIRD PARTY DIRECTLY OR INDIRECTLY FROM ANY USE OF THIS SITE OR DEFECT IN THIS SITE OR ANY INFORMATION CONTAINED IN THIS SITE, INCLUDING BUT NOT LIMITED TO CONSEQUENTIAL, INCIDENTAL OR OTHER INDIRECT DAMAGES.

BY USING THIS SITE, YOU EXPRESSLY ASSUME ALL RISK THAT THE INFORMATION AND MATERIALS ON THIS SITE MAY BE INCOMPLETE, INACCURATE, OUT-OF-DATE, OR MAY NOT MEET YOUR NEEDS OR REQUIREMENTS.

Some jurisdictions may not allow the exclusion of implied warranties, so some of the above exclusions may not apply to you. You are responsible for checking your local laws for any restrictions or limitations regarding the exclusion of liability.

Revision and Update of Terms. We may revise the Terms at any time without notice by updating this Site. All updates to the Terms will be posted on this page. You are bound by any revisions or updates. You should periodically visit these Terms to review the current terms that apply to your use of our Site.

Privacy. By using the Site you agree to our privacy policy, which may be amended from time to time, the current version of which is available here.

## Privacy Policy

Last updated: 26th January 2024

**1. INTRODUCTION AND GENERAL TERMS**

These terms are made available by Triumph Games Limited (“**Triumph**” / “**we**” / “**us**”). Our registered office is at DS House 306 High Street, Croydon, Surrey, CR0 1NG. We are a company registered in England and Wales, with company number **11767850**.

This privacy policy (the “**Privacy Policy**”) applies and has effect in respect of our website, including the online forums and communities (the “**Forums**”) therein, if applicable, where we make this Privacy Policy available (including, without limitation, the website <http://www.triumphgames.io/>) (each a “**Website**”) and the email mailing lists we may operate in connection therewith, if applicable (each a “**Mailing List**”). Together, the Website, Mailing List and the Forums are referred to as the “**Online Services**”.

If you have any questions or comments about this Privacy Policy, please contact us at support@triumph-games.com.

**You have the right to object to the processing of your personal data in certain circumstances. Information in further detail about your right to object, and your other rights, is set out below.**

We are committed to protecting and respecting your privacy.  The Privacy Policy explains the basis on which personal information we collect from you will be processed by us or on our behalf. Where we decide the purpose or means for which personal data you supply through these Online Services is processed, we are the “data controller.” We will comply with all applicable data protection laws, including the General Data Protection Regulation 2016/679 and the General Data Protection Regulation as it forms part of the laws of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018.

Please read this Privacy Policy carefully as it contains important information about the following:

* What information we may collect about you;
* How we will use information we collect about you;
* Whether we will disclose your details to anyone else; and
* Your choices and rights regarding the personal information you have provided to us.

This Privacy Policy forms a part of and should be read in conjunction with our terms of use for the Online Service, where applicable.

The Online Services may contain hyperlinks to services owned and operated by third parties. These third party services may have their own privacy policies and we recommend that you review them. They will govern the use of personal information that you submit or which is collected by cookies and other tracking technologies whilst using these services, and will also govern the services (such as, without limitation, mailing lists) of those third parties that may be of interest to you. To the maximum extent permissible by law, we do not accept any responsibility or liability for the privacy practices of third party services.

We may make changes to this Privacy Policy in future, which will be posted on this page. Please check this page from time to time to ensure you are aware of any changes.

**2. INFORMATION WE MAY COLLECT ABOUT YOU**

We may collect and process the following information which may include your personal data (together, "**Online Services Data**”):

**Information provided by you when using the Forums**

**(“Forum Information”)**

In order to set up an account for you to use the Forums, where we make Forums available, we may collect the following information from you:

* first name and last name;
* date of birth;
* country;
* console / platform preference;
* username;
* email address; and
* password.

We may also generate a unique forum user ID for our use which identifies your account (which would also be Forum Information).

**Contact information provided by you when you contact us for support**

**(“Contact Information”)**

We may ask you for, or you may submit, certain contact information to us whenever you contact us for support or assistance relating to the Online Services or to submit a business-related enquiry to us. This may include, without limitation:

* your email address;
* your company / employer; and
* your name.

**Information collected for the purposes of providing analytics**

**(“Analytics”)**

We may collect technical information about your use of the Online Services through the use of tracking technologies and analytics. Personal data we may collect includes the following:

* how many times you visit the Website;
* which pages you go to;
* traffic data;
* IP and MAC address;
* internet service provider;
* your device operating system and version;
* your device make and model;
* the country of your device; and
* identification of crashes and defects.

**Contact information provided by you when you sign up to our Mailing List**

**(“Mailing List Information”)**

We may ask you for, or you may submit, certain contact information to us when you sign up to our Mailing List. This may include:

* your email address; and
* your name.

**Content created by our users which we host and display on the Forums**

**(“User Content”)**

When users submit their own User Content to the Forums, this content may contain personal and non-personal information. This could include information in or about the User Content, such as the location of a photo or the date a file was created, or anything else a user decides to communicate using these parts of our Online Services.

**Please take care before posting content on the Forums and do not post information you do not wish to be publicly accessible.**

**3. WHY WE COLLECT INFORMATION ABOUT YOU**

**To provide the Online Services to you**

We will process information about you (including the Forum Information and User Content) for the purpose of delivering our Online Services to you under the terms of use agreed between us (such as for our Website and Forum). The processing of information in this way is necessary for us to provide you with the Online Services – such as content posting functionality / user account functionality in Forums, and to generally ensure the Online Services deliver the features promised and work properly. For this purpose, we rely upon the legal basis of performance of a contract (being performance of the terms of use agreed between us (either our express terms, or our implied terms if not expressly provided)) and our legitimate interests (being our commercial interests in providing enhanced services and functionality to you).

**To help us improve the Online Services and fix any problems**

We may process information about you (including the Forum Information, Analytics and User Content) so that we can analyse and improve our Online Services and fix problems. For this purpose, we rely upon the legal basis of performance of a contract (being our terms of use (either our express terms, or our implied terms if not expressly provided)).

This processing is also necessary for us to pursue our legitimate interests of: (i) ensuring that our Online Services function properly so that you and other users have the best experience when using our Online Services; (ii) improving the quality of our Online Services and providing a better experience to our users; and (iii) identifying and correcting any bugs in the Online Services.

**To respond to your enquiries and requests for support and to enable you to use the Forums and Website**

We may process certain of your information, including without limitation your Contact Information, so that we are able to properly respond to your enquiries and support requests in accordance with the terms of use (either our express terms, or our implied terms if not expressly provided) agreed between us. For this purpose, we rely upon the legal basis of performance of a contract and also our legitimate interests, being our commercial interests to respond to your queries and requests for support.

**To acquire new users and engage our current customers and users**

Consent-based mailing lists

We may process Mailing List Information to make suggestions and recommendations to you and other users of our Online Services about: (i) news and updates relating to us, our partners, products, services, content and games; (ii) games, content, goods and services that may interest you; and (iii) other promotional activity and events we think may be of interest for you.

To the extent required by law, we rely upon your consent in order for us to undertake this data processing activity. You can revoke your consent at any time by letting us know, including by emailing us.

‘Soft opt-in’ mailing lists

In some instances (such as with some of our existing customers) the law may permit us to process your personal information in order to send information to you by email that we think is of interest for you on the basis of our legitimate interests, being our legitimate business interests in marketing our activities and promoting the success of our business and our games, products and services. We may process your Online Services Data for this purpose, including without limitation your Mailing List Information. If the information is not of interest for you, you can opt-out at any time by letting us know, including by emailing us.

**To prevent fraud and illegal activity**

We may process personal data (being any portion of the Online Services Data) for our legitimate interests of ensuring that use of the Online Services is lawful and non-fraudulent, does not disrupt the operation of our services, and does not harass our staff or other individuals, and also for us to enforce our legal rights and to comply with our legal obligations.

Where we reasonably believe that you are or may be in breach of any applicable laws or our terms of use (either our express terms, or our implied terms if not expressly provided), we may process your personal information to inform relevant third parties such as law enforcement agencies about the content.

To the extent permitted by law, we may disclose your identity and/or contact information to third parties where your activities (such as your forum posts) may infringe their rights including without limitation intellectual property rights or privacy rights.

**4. COOKIES**

A cookie is a text file placed onto your device when you access our Website. We may use cookies and other online tracking devices such as web beacons, and flash object storage to deliver, improve and monitor our Website, including in the following ways:

Authentication

To log you into our Forums and keep you logged in (where we provide Forums).

Analytics

To help us understand how you use our Website, and how often, so we can improve them to deliver a better experience for our users. To carry out research and statistical analysis to help improve our content, products and services.

The information we obtain from our use of cookies will not usually contain your personal data. Although we may obtain information about your device such as your IP address, your browser and/or other internet log information, this will not usually identify you personally.

Our Website displays a notice alerting you to our use of cookies and other similar technologies and linking to this Privacy Policy. By using our Website and selecting the relevant affirmative notice option you agree to our placement of cookies and similar technologies on your device, and our use of cookies or similar technologies for the purposes described in this Privacy Policy.

Please note that if you choose to disable cookies, or similar technologies, on your device you may be unable to make full use of our Website (e.g. regarding authentication cookies, where applicable for Forums - if provided with a Website).

We may work with third parties who may also set cookies on our Websites. For example, we apply the Google Analytics cookie on our Websites in order to better understand usage of our Websites.

Google Analytics cookies via our Website will not usually be retained on your device for longer than thirty (30) days.

If you want to learn about how to opt out of Google’s use of cookies, please visit  <https://tools.google.com/dlpage/gaoptout/> for information about Google’s opting-out browser tool. For further information please visit the website of the relevant third party (e.g. Google). The Google Analytics terms of service can be accessed here: [www.google.co.uk/analytics/terms/us.html](https://www.google.co.uk/analytics/terms/us.html). Google’s Privacy Policy is available here:  <https://policies.google.com/privacy?hl=en-US>

**5. DATA SHARING**

**We will share your information with third parties only in the ways that are described in this Privacy Policy**

Group members, personnel, suppliers or subcontractors: We keep your information confidential, but may disclose it to any member of our group (which means our subsidiaries, our ultimate holding company and its subsidiaries, as defined in section 1159 of the Companies Act 2006), our personnel, licensors, suppliers and subcontractors insofar as it is reasonably necessary for the purposes set out in this Privacy Policy. However, this is on the basis that they do not make independent use of the information, and have agreed to safeguard it.

Merger or acquisition: If we are involved in a merger, acquisition, or sale of all or a portion of its assets, you will be notified via, account message and/or a prominent notice on our website of any change in ownership or uses of this information, as well as any choices you may have regarding this information. Your information may become available to, or be managed by, the relevant new party.

Required by law: In addition, we may disclose your information to the extent that we are required to do so by law (which may include to government bodies and law enforcement agencies); in connection with any legal proceedings or prospective legal proceedings; and in order to establish, exercise or defend our legal rights (including providing information to others for the purposes of fraud prevention).

Enforcement: We may also disclose your personal information to third parties in order to enforce or apply the terms of agreements, to investigate potential breaches, or to protect the rights, property or safety of Triumph, our customers, or others.

Analytics: We may disclose personal data for the purposes of analytics for improving and optimising our Online Services and delivering a better user experience.

**6. CONSUMER CONTROL AND OPT-OUT OPTIONS**

In the event we wish to process your personal data for marketing purposes and where not otherwise detailed in this Privacy Policy, we will obtain your prior consent to process your personal data before doing that where we are required to do so by law. In each relevant instance, if you prefer that we do not process your personal data in that way, you can let us know by simply using the relevant consent options, buttons or similar choices we provide to you at the relevant time.

If you do not wish to receive promotional or other marketing material from us or third parties then you can contact us via support@Triumphgames.com and let us know that you no longer wish to receive promotional or other marketing material.

**7. AUTOMATED DECISION MAKING**

We may use automated decision-making methods which do not involve human involvement to process your information, but we shall do so only in the ways that are described in this Privacy Policy.

**8. YOUR RIGHTS IN RELATION TO PERSONAL DATA WHICH WE PROCESS RELATING TO YOU**

You have the following rights over the way we process personal data relating to you, as set out in the table below.  We aim to comply with requests without undue delay, and within one (1) month at the latest.

To make a request, please let us know by sending an email to support@triumph-games.com.

**Ask for a copy of personal data we are processing about you and have inaccuracies corrected or request erasure**

You have the right to request a copy of the personal data we hold about you and to have any inaccuracies corrected. You can request a copy by emailing support@triumph-games.com.

We will use reasonable efforts, to the extent required by law, to comply with requests to supply, correct or delete personal data held about you on our files (and request that any third parties to whom it has been disclosed to do the same).

**Object to us processing personal data about you**

You can ask us to restrict, stop processing or delete your personal data if:

* you consented to our processing the personal data and have withdrawn that consent;
* we no longer need to process that personal data for the reason it was collected;
* we are processing that personal data because it is in the public interest or it is in order to pursue a legitimate interest of Triumph or a third party, you don’t agree with that processing and there is no overriding legitimate interest for us to continue processing it;
* the personal data was unlawfully processed;
* you need the personal data to be deleted in order to comply with legal obligations; and/or
* the personal data is processed in relation to the offer of a service to a child.

You can request account deletion by sending an email to support@triumph-games.com.

**Obtain a machine-readable copy of your personal data, which you can use with another service provider**

* If (i) we are processing personal data in order to perform our obligations to you or because you consented and (ii) that processing is carried out by automated means, we will help you to move, copy or transfer your personal data to other IT systems.
* If you request, we will supply you with the relevant personal data in CSV format. Where it is technically feasible, you can ask us to send this information directly to another IT system provider if you prefer.

**Make a complaint to a Supervisory Authority**

* If you are unhappy with the way we are processing your personal data, please let us know by contacting us via the support services.
* If you do not agree with the way we have processed your data or responded to your concerns, an alternative is to submit a complaint to a Data Protection Supervisory Authority. Contact information for the Information Commissioner’s Office, the UK’s independent authority setup to uphold information rights, is available here:  <https://ico.org.uk/>.

**9. DATA RETENTION**

We will hold your personal information on our systems for as long as is necessary for the relevant service, or as otherwise described in this Privacy Policy.

If you would like us to delete your Forum account or any User Content that you have posted, please let us know by sending an email to support@triumph-games.com. Please note that deletion of User Content from a forum does not necessarily remove it permanently from the public internet; please take care before making public posts as they may be further disseminated or recorded by third parties over the public internet.

**10. CHILDREN**

We do not use our Online Services to knowingly solicit information from or market to children under the age of 13. In the event that we learn that we have collected personal information from a child under 13 years of age we will delete that information as quickly as possible. If you believe that we might have any information from or about a child under 13 years of age please contact us at support@triumph-games.com.

**11. SECURITY**

We take commercially reasonable, appropriate technical and organisational measures to ensure a level of security appropriate to the risk that could be encountered via the use of our Online Services, taking into account the likelihood and severity those risks might pose to your rights and freedoms.

In particular, we will take precautions to protect against the accidental or unlawful destruction, loss or alteration, and unauthorised disclosure of or access to the personal data transmitted, stored or otherwise processed by us. For example, our databases are limited to essential employees only.

Please be aware that, while we make the security of our Service a high priority, no security system can prevent all security breaches.

Unfortunately, the transmission of information via the internet is not completely secure. We do our best to protect your personal data, but we cannot always guarantee the complete security of your data transmitted through our Service; subject to applicable law, the sharing of your personal data with us and any transmission of the data is at your own risk.

**12. INTERNATIONAL DATA TRANSFERS**

The data we collect from you may be transferred to, and stored at, a destination outside the United Kingdom (“**UK**”). It may also be processed by staff that operate outside the UK and work for us or our suppliers. These staff may be engaged in the fulfilment of your orders, the processing of your payment details, the maintenance of the Service, and the provision of support services. We will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this Privacy Policy.

Where your personal data is transferred outside of the United Kingdom to a territory not subject to an adequacy decision by the UK Government, we have agreements in place with the relevant parties which include either (i) standard data protection clauses adopted by the relevant data protection regulator and approved by the UK Government or (ii) standard data protection clauses adopted by the UK Government, to ensure that appropriate safeguards are used to protect your personal data. Alternatively, we may put in place other appropriate safeguards. If you require more information about these safeguards, you can contact us at support@triumph-games.com.

**13. CONTACT INFORMATION**

All questions, comments or enquiries should be directed to Triumph at support@triumph-games.com. We will endeavour to respond to any query or questions within three business days.