Dark Pack - Officially Sanctioned White Wolf Fan Activities and Legal Notices

At White Wolf, we know that our fans like to support our games and products. We recognize that our fans enjoy expressing themselves creatively and enthusiastically about our products and games with one another. We encourage and appreciate greatly our fans' dedication, time, energy, and creativity. However, we would also like our fans to respect our rights as the owners and the creators of the intellectual properties. The Dark Pack is White Wolf's programme for allowing fan activities while protecting our copyrights and trademarks.



The Dark Pack logo

How the Dark Pack Works

This agreement (the "Agreement") is between you and White Wolf Publishing AB ("White Wolf"). By furnishing Your Material (as defined herein) with the Dark Pack logo, you agree to abide by all terms of this Agreement. In return for accepting this Agreement, White Wolf will permit you to use its intellectual property strictly as



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described in this Agreement. In jurisdictions where consideration is required for an agreement to be enforceable, you agree that the right to use that material is valuable consideration for accepting this Agreement.

Intellectual Property; Ownership and License

White Wolf owns the copyright, and/or a copyright interest, in all of the World of Darkness products published by it, its licensed partners, and/or its affiliates. These copyrights include (but are not limited to) the copyrightable elements to: the Storyteller System; the backstory of the World of Darkness®, including its factions (Clans, Tribes, etc.), named characters and unique locations, and items; the storylines expressed in its novels, game products, licensed products, and larps; the artwork included in all previous materials; and any and all derivative works of any of the foregoing works.

White Wolf owns the trademarks and/or registered trademarks in any term or mark appearing in or associated with its products or support materials, some of which bear the TM or ® symbol, including but not limited to the names of the games, the Storyteller System™, Mind's Eye Theatre®, the names of the factions (Clans, Tribes, etc.), and all associated graphical logos, artwork, and trade dress. White Wolf's copyrights and trademarks also include its own corporate name, logo, and trade dress as well as the Camarilla® name, logo and trade dress.

Collectively and hereafter, these intellectual properties and any other intellectual property embodied in any works of White Wolf materials are called "White Wolf IP".

Subject to your compliance with the terms and conditions of this Agreement, White Wolf hereby grants you a personal, non-sub licensable, royalty-free, revocable right and license to use the White Wolf IP for: (1) the presentation of World Wide Web pages; (2) non-graphical online games such as: MUSHes, MUDs, MOOs, IRC and all similar chat environments; and (3) printed material ("Your Material").



Nothing in this Agreement is to be construed as a transfer of ownership into any White Wolf IP. All right not expressly granted in this Agreement are reserved by White Wolf.

WHITE WOLF ENTERTAINMENT

Requirements and Restrictions

You must post the Dark Pack logo prominently on Your Material as an indication to the public of your compliance with this Agreement. In addition, you need to include the following copyright and trademark notice prominently:

"Portions of the materials are the copyrights and trademarks of White Wolf Publishing AB, and are used with permission. All rights reserved. For more information please visit **white-wolf.com**."

In addition, you must include a prominent notice which informs users that Your Material is not the official material of White Wolf.

You may not remove or alter any copyright or trademark notices of White Wolf.

Your use of White Wolf IP is strictly for non-commercial purposes only. For example, you may not serve any advertisement or offer goods or services for sale in connection with your use of the White Wolf IP.

You may not charge any fees or accept any donations in connection with Your Material.

You warrant and represent that Your Material at all times shall comply with all applicable laws, and that it does not infringe any third party's intellectual property rights or any other right.

Use of Materials

Use of works embodying White Wolf IP is strictly limited to what is deemed reasonable extent. White Wolf reserves the right to decide, in its sole and absolute discretion, what constitutes "reasonable extent" in each case. With the exception for artwork, the copying, distributing, or making publicly available of any work (such as a movie, book or song) in full is never deemed reasonable for the purpose of this Agreement.



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You may provide links to materials provided by White Wolf for free, such as character sheets.

While abiding by this Agreement, you may use the artwork on the following link in your Materials:

https://whitewolf.box.com/v/DarkPack

Term and Termination

This Agreement is effective until terminated.

You may terminate this Agreement at any time by removing the Dark Pack logo and ceasing to use the White Wolf IP on Your Material.

White Wolf may terminate this Agreement at any time for any reason. You must then immediately cease to use all White Wolf IP on Your Material.

LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WHITE WOLF, ITS AFFILIATES OR LICENSEES, BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF YOUR USE OF OR INABILITY TO USE THE WHITE WOLF IP.

NOTHING IN THIS AGREEMENT LIMITS OUR LIABILITY TO YOU IN THE EVENT OF DEATH OR PERSONAL INJURY RESULTING FROM GROSS NEGLIGENCE, FRAUD, OR KNOWING MISREPRESENTATION ON OUR PART.

General



Governing Law; Jurisdiction: This Agreement shall be governed by the laws of the country of Sweden, without regard to its rules on conflicts of law. With regard to any disputes arising under this Agreement, the parties hereby submit to the exclusive jurisdiction of the general courts of Stockholm, Sweden.

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<u>Updates to this Agreement:</u> White Wolf reserves the right to, in its sole and absolute discretion, change the terms of this Agreement with 30 days' notice. A prominent notice of any changes to this Agreement will be provided on <u>www.white-wolf.com</u> and through White Wolf's newsletter to the fan community.

<u>Severability:</u> If for any reason a court of competent jurisdiction finds any provision, or portion thereof, of this Agreement to be unenforceable, the remainder of this Agreement shall continue in full force and effect.

Contact Us

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