PLEASE NOTE: This document contains two sections. The first concerns the terms of the use of all our products and services. The second section details the privacy related terms in the section Privacy and Data Collection Policy.

Effective Date: This document applies to content and Applications released October 21st, 2017, and later. Last updated on August 30, 2021.

The DIGGING DEEP Project - Terms of Service

Please note that these Terms of Service do not affect or impact any of The Digging Deep Project’s products released prior to the Effective Date.

By using our products and services, you consent to our Terms of Service. If you do not agree to these Terms, do not use the Site or The Digging Deep Project Services.

These Terms of Service explain the terms of use of all The Digging Deep related products, websites and social media sites. (“The Digging Deep Project,” “we” or “us”).

PREAMBLE - INTRODUCTION THE DIGGING DEEP PROJECT AND ITS PRODUCTS

The Digging Deep Project is the creator of both the book Digging Deep project was started by Sheri Sobrato Brisson with the publication of Digging Deep: A Journal for Young People Facing Health Challenges, a gorgeous 140-page guided journal, which she co-authored with Rose Offner, MFA. Shadow’s Edge is the mobile game created by The Digging Deep Project. The Digging Deep Project also runs websites, blogs, and social media accounts.

1. USE and general terms. Under these Terms, The Digging Deep Project offers users above the age of 13 the ability to (i) use the Sites; (ii) use the Applications; (iii) download and use the game; (iv) participate in social media; and (v) provide feedback and/or other material to The Digging Deep Project. These Terms of Service applies to our Digging Deep and Shadow’s Edge websites, the Shadow’s Edge game, mobile Applications and website and other online products and services (collectively, the “Services”). By using the Services, creating an account and/or using the Services, as applicable, you agree to be bound by these Terms, which include but are not limited to, a limit on and exclusion of damages and remedies available to you, and the selection of California law and jurisdiction in San Francisco County, California or the Northern District of California over any disputes arising between you and The Digging Deep Project, and you further agree to the collection and use of your data in accordance with the terms of our Privacy and Data Collection Policy. The Digging Deep Project provides a clear statement to users in such Services that are specifically for users above 13, such as a notification when registering for the Application. However, the Digging Deep Project cannot be held accountable for checking if people using the Services adhere to the terms beyond best effort. By using the Services, you warrant that you are above 13 and use of the Services is at your own risk.

We may change our Terms of Service from time to time. If we make changes, we will notify you by revising the date at the top of the Terms of Service and, in some cases, we may provide you with additional notice (such as by adding a statement to our homepage or mobile games
and Applications or by sending you an email notification). We encourage you to review the Terms of Service whenever you access the Services to stay informed about our information practices and the ways you can help protect your privacy.

2. Ownership. The Digging Deep Project is fiscally sponsored by Community Initiatives. The Digging Deep Project is the publisher of Digging Deep and developer, distributor or Shadow’s Edge and all related products and Applications.

The Sites and our mobile Applications, our online Applications, all content, services, and functionality associated with our mobile and online Applications, our game, and certain functionality on the Site (collectively, “Services”) are the exclusive property of The Digging Deep Project and/or its suppliers. All rights not granted herein are reserved by The Digging Deep Project.

Any reference in these Terms to Site, Applications or social media include both the Digging Deep Project and Shadow’s Edge.

3. Grant of License. So long as you comply with these Terms, we grant you a non-exclusive, non-transferable, terminable license to view and use our Services. The licenses granted to you are conditioned upon your proper conduct and compliance with these Terms at all times, as judged by The Digging Deep Project in its sole discretion and judgment. We reserve the right to suspend or deny, in our sole discretion, your access to all or any portion of our Services.

4. License Limitations; Prohibited Conduct. While we believe in freedom of expression, we also believe it is very important to ensure people feel safe expressing themselves. We do not tolerate behavior that crosses the line into intolerance or abuse, including behavior that harasses, intimidates, or uses fear to silence another user’s voice by posting art or tags directed offensively at other people. Any accounts and related accounts engaging in the activities specified below may be temporarily locked and/or subject to permanent suspension. The licenses granted to you may be revoked (with or without notice) and ineffective if you:

(a) are under age 13 and have not obtained the consent of your parent or legal guardian;
(b) use any robot, spider, bot or other automatic device or manual process to monitor or copy any portion of our Services without our prior written permission;
(c) use any device, software or routine to damage, over-burden or impair our Services or any Applications, which includes the use of a jail-broken or rooted device or tool that enables the operation of the Site or an Application in a manner that is other than what we intended;
(d) engage in any act that The Digging Deep Project deems to be in conflict with the spirit or intent of these Terms or any of our Services, including, but not limited to, circumventing or manipulating these Terms, our game rules, game mechanics or policies; or
(e) fail to comply with any of the provisions of these Terms.

Our Services are not intended for use by children under age 13. If you are a parent, legal guardian and other adult responsible for children in your care, you are fully responsible for any use our Services.
You agree that you will obey all federal, state and local laws, regulations and rules that apply to your activities when you access the Services, and you shall respect the rights of all other users of the Services. In furtherance of the foregoing, by way of example and not as a limitation, conduct that violates these Terms and which will result in the revocation (with or without notice) of the licenses granted to you to the Services includes but is not limited to:

- Creating a username (or multiple usernames), screen name or label, or uploading to, distributing through or otherwise publishing through the Services, any materials (as defined in Section 4 below) which are indecent, libelous, defamatory, obscene, threatening, invasive of privacy or publicity rights, abusive, illegal, harassing, or otherwise objectionable, or that would constitute or encourage a criminal offense, violate the rights of any party or violate any law.
- Uploading materials, creating a username, screen name, or materials that contain expressions of hatred, bigotry, racism or pornography or be otherwise objectionable.
- Uploading materials, creating a username, screen name, or labeling of materials that disparage in any manner The Digging Deep Project or the Services.
- Sharing materials that are commercial in nature or contain any solicitation of funds, promotion, advertising or solicitation for goods or services.
- Making threats, harassment or promotion of violence against or directly attack or threaten other people on the basis of race, ethnicity, national origin, sexual orientation, gender, gender identity, religious affiliation, age, disability, or disease.
- Publishing or posting other people’s private and confidential information, such as credit card numbers, phone numbers, email, street address, or Social Security/National Identity numbers.

5. Your License to The Digging Deep Project PRODUCTS. You understand that all information, text, data, software, sounds, photographs, audiovisual material, artwork, graphics, messages, and other materials that are transmitted to or via the Services (“materials”) are the sole responsibility of the person from whom the materials originated. “materials” also includes, but is not limited to, user-created artwork and visual representation, which are submitted by you or other users. This means you and other users, not The Digging Deep Project, are entirely responsible for the materials you transmit to or through the Services. The Digging Deep Project has no obligation to monitor materials submitted by users, and The Digging Deep Project assumes no responsibility for monitoring materials for illegal or offensive content. Further, you understand that by using the Services, you may be exposed to materials that are offensive, objectionable or indecent.

If you choose to submit materials to The Digging Deep Project, you agree that by submitting materials you grant to The Digging Deep Project (and its, affiliates, licensees and those acting with The Digging Deep Project’s authority) an unrestricted, absolute, royalty-free, perpetual, worldwide, irrevocable right and license to sublicense, reproduce, copy, modify, create derivatives in whole or in part, or otherwise use such materials or any part thereof in combination with or as a composite of other matter, including, but not limited to, text, data, images, photographs, illustrations, animation and graphics, video or audio segments of any nature in any Game, Application, Site and in any of The Digging Deep Project ’s advertising and promotional materials (materials combined with any work created by The Digging Deep Project or another user are known as “Works”). The license you grant to The Digging Deep
Project allows The Digging Deep Project to display, perform, exhibit, distribute, transmit or broadcast the materials and the Works by any media, technology or other means, including those currently known or become known at a later date, without notice to you, attribution or compensation of any kind to you or any third party, and to grant a sublicense to a third party to do any of the same actions with the Works and/or the materials. You also agree that by submitting materials you waive all rights to The Digging Deep Project and shall neither sue nor bring any proceeding against The Digging Deep Project for any claim or cause of action, for defamation, invasion of right to privacy, publicity or personality or any similar matter, or based upon or relating to the use and or exploitation of the materials or the Works. You warrant that all so-called "moral rights" in the materials have been waived. You also agree that The Digging Deep Project is not obligated to utilize the materials and understand that The Digging Deep Project may or may not use the materials in Works.

To the extent any materials are accessible, visible or usable by other users, you also grant all other users the right and license to use, copy, reproduce, modify, adapt, publish, edit, translate, create derivative works from, publicly display and publicly perform such materials, or any portion thereof, on the Site or in the Applications without any notice, attribution or compensation of any kind to you or any third party; provided, however that the materials are not derivative works of The Digging Deep Project’s intellectual property. You acknowledge that your postings and other communications in the community within the Game or on the Site are public and not private communications and that you have no expectation of privacy for or concerning your use of these communication features of the Services. Further, you acknowledge that it is possible for you to transmit information that would identify you personally in the Services and The Digging Deep Project bears no responsibility to you in the event that you do share such information with other users.

6. Use LIMITATIONS and Monitoring; No Endorsement.
You must be at least age 13 to use the Sites and the Applications. If you are below the age of 13 you must first obtain the consent of your parent or legal guardian to use the Services and send us proof of parental consent via email to: privacy@diggingdeep.org.

You may use the Services only for their intended purposes. While The Digging Deep Project has no obligation to monitor the Site, the Game or Applications and is not responsible for the content of any materials on or through the Services, The Digging Deep Project reserves the right to delete, move, edit, refuse to post or take other appropriate action with respect to such materials, which The Digging Deep Project, in its sole discretion, deems objectionable or otherwise in violation of these Terms, including denying access to the Services to anyone at any time. You are hereby notified that your use of the Site and/or the Game and/or the Applications constitutes consent to such actions, monitoring and auditing. The Digging Deep Project does not endorse any communications made by others through the Applications or any other communications on the Site.

7. Copyrights and Trademarks. The Services are protected by intellectual property laws and you agree to respect them. The Services (including but not limited to the Game Shadow’s Edge and the Sites) and all design, development, text, graphics, interfaces, web- and social media sites and the selection and arrangements thereof are copyrighted by The Digging Deep Project. All rights are reserved. Any use of materials on the Site, including reproduction,
modification, distribution, or republication, without prior permission of The Digging Deep Project is strictly prohibited.


The Digging Deep Project is the sole owner of the Trademarks for The Digging Deep Project and Shadow’s Edge.

You own the content you post on our Services, but you grant us the right to portray images you share in our Services such as in the Game in Shadowgram on our Digging Deep or Shadow’s Edge social media and Sites to illustrate what is possible to create in the game. You also acknowledge that others may take screenshots or screen recordings of your art and can mix it with what they create in accordance with section 4 of these Terms.

8. Community participation and communication from us. Where the Services utilize the account management of a social networking web site (such as Facebook, Twitter, or iTunes’ Game Center) or a third-party payment provider, you are responsible for maintaining the confidentiality of your applicable web site passwords and account information; you are entirely responsible for all activities that occur under such accounts and compliance with such site’s terms of use and other policies.

By registering for or subscribing to our game and our social networking outlets, such as our Twitter feed or Facebook pages, you understand that you may receive periodic information, by e-mail or other medium, regarding current and future Applications or changes to the Services. We may also contact you to ask you to participate in research. Such participation is strictly voluntary, and you can request to not be contacted again.

With respect to the third-party social networking outlets, you understand that you can use the settings of the applicable social network to stop or limit the communications we send through such social network outlets. We may provide, chat areas, bulletin boards, or e-mail functions in or through the Services and periodic newsletters and blogs. If you subscribe to our newsletters or blogs, you understand that you may receive period information by email or other medium from us regarding current and future Applications or changes to the Services, and that you may unsubscribe from receiving newsletters or blogs at any time by following the procedures made available through the newsletters of the blogs.

9. Use Charges. Neither The Digging Deep Project nor any of its associates and contractors shall have any liability to you for use charges related to any device or service that you use to access the Services, including, without limitation, usage or data charges for mobile telephones, tablet devices, Internet service providers, car navigation systems, pagers, and other devices, whether wireless, wireline, requiring cradle synchronization or otherwise.

10. Agreement to Conduct Transactions Electronically. You agree that all of your transactions with
or through the Services may, at our option, be conducted electronically. You also agree that we may provide all agreements, disclosures and notices electronically, including any that we are otherwise required to provide in "writing."

11. Privacy and Data Collection Policy. Our Privacy and Data Collection Policy is part of and incorporated into these Terms, at the end of this document in a separate section for your convenience.

12. COMMUNITY GUIDELINES. Our Community Guidelines are part of and incorporated into these Terms. Please take a moment to review them on our website at www.diggingdeep.org/terms or www.shadowsedge.com/terms. Violating these Community Guidelines may result in deleted content, disabled accounts, or other restrictions.

13. LICENSE TO USER'S WORK. When user generate data or art and make it publicly available through our in-game community or online communities, they assign us the right to use this work and artwork in all media now known or hereafter devised in all types of publishable materials, audiovisual works, and all ancillary and allied rights therein.

14. Suspension, Termination or Cancellation. The Digging Deep Project may suspend, cancel or terminate your registration and/or account; block your use of the Services, or direct you to cease using the Services, with or without notices, if we believe in good faith that (a) you or a related person has engaged in any of the prohibited content covered by Section 3 of these Terms or otherwise breached or may breach these Terms or (b) your account, use of the Services has been inactive for more than 180 days.

The Digging Deep Project reserves the right to stop making any one or more of the Services available, at any time, whether on a temporary or permanent basis and without any liability, compensation, refunds or other compensatory benefits to you. Your license to the applicable Site, the Application, the Game automatically ends when The Digging Deep Project terminates access to such Service. If we stop any service for other than force majeure or maintenance, we will announce the termination 30 days before the termination via our Site.

You have the ability to terminate these Terms by uninstalling, unfollowing or discontinuing your use of the Services. You have the ability to cancel your account by writing an email to: privacy@diggingdeep.org with the subject "TERMINATION OF ACCOUNT."

To the extent that you violate these Terms and The Digging Deep Project revokes the licenses granted to you to the Services, you will lose all benefits and privileges associated with the Services. The Digging Deep Project is under no obligation to compensate you for any such losses or results.

15. Your Representations and Warranties. You represent and warrant for the benefit of The Digging Deep Project, its affiliates and any third parties mentioned on the Site or in the Game or the Applications that: (a) you possess the legal right and ability to enter into and make the representations and warranties contained in these Terms; (b) all information submitted by you to the Site or the Applications is true and accurate; (c) you will not use the Site or any Application for any purpose that is unlawful or prohibited by these Terms; (d) you will make and maintain back-up copies of any materials which you upload or otherwise
16. No Warranties; "As Is." The Services are provided to you "as is" without warranty of any kind. The Digging Deep Project hereby disclaims all warranties, either express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, title and non-infringement; availability of the services and site; lack of viruses, worms, trojan horses, or other code that manifests contaminating or destructive properties; accuracy, completeness, reliability, timeliness, currency, or usefulness of any information on the site; and any duties of reasonable care, workmanlike effort or lack of negligence in connection with the site, content and materials on the site, and Applications. The entire risk as to satisfactory quality, performance, accuracy and effort in connection with the Sites, Game content, materials and Applications is borne by you. The Digging Deep Project shall not be responsible for any loss of data, private information or other material whether through loss or hacking. Some jurisdictions do not allow the exclusion of or limitations on implied warranties, so the above exclusions and limitations may not apply to you.

17. Dangerous Activities. The Digging Deep Project does not recommend use of its Games, Applications, or other Services during certain activities, such as driving, where there exists a significant risk of accident. You agree not to use The Digging Deep Project 's Applications or other services during such activities and acknowledge that any such use would be a violation of these terms. You further acknowledge and agree that such use is at your sole risk and The Digging Deep Project will not be responsible for any damages of any nature resulting from such use.

18. Assumption of Risk. You assume all risks that the Services are suitable or accurate for your needs and will be uninterrupted, timely, secure or error-free. Your use of the Services is at your own discretion and risk and you are solely responsible for any damage to your computer or loss of data resulting there from. Similarly, you agree that by participating in the Services, you may be exposed to rude, crude, indecent or other offensive language or references.

19. Limitation of Liability and Damages. To the fullest extent allowed by law, you agree that neither we, nor any of our affiliates or agents, will be liable to you and/or any other person for any consequential or incidental damages (including but not limited to loss of data, loss of privacy or for failure to meet any duty including but not limited to any duty of good faith, lack of negligence or of workmanlike effort) or any other indirect, special, or punitive damages whatsoever that arise out of or are related to the site, its content, or Applications, or to any breach of these terms, even if we have been advised of the possibility of such damages and even in the event of fault, tort (including negligence) or strict or product liability. You further specifically acknowledge that The Digging Deep Project is not liable, and you agree not to seek to hold The Digging Deep Project liable, for the conduct of third parties, including other users of the Services and operators of external sites and services. You hereby release us and our affiliates from any and all obligations, liabilities and claims in excess of this limitation. Some states do not allow the exclusion or limitation of
incidental or consequential damages, so the above limitations or exclusions may not apply to you.

20. Exclusive Remedies. You agree that your exclusive remedy for any breach of these Terms by us or any of our affiliates or agents or for any dispute with The Digging Deep Project shall be substitution or replacement of all or part of the particular Services that gives rise to damages incurred by you in reasonable reliance on us. You agree that the damage exclusions in the Agreement and this limitation of liability shall apply even if any remedy fails of its essential purpose.

21. Linked Sites. Links may appear on the Sites or in Applications, that may be used to visit other web sites. The Digging Deep Project does not sell or otherwise distribute your data to any third-party sites. These links are provided as a courtesy to our Site visitors and Application Users. The Digging Deep Project has no control over the linked web sites or the materials, information, goods, or services available or contained on these linked web sites or how your data and/or personal information is used by these linked third parties. The Digging Deep Project is not responsible for, does not endorse, represent or warrant in any way any third-party’s content, goods and/or services even if they are linked to our Sites and/or Applications. If you decide to access any of the linked web sites, you do so entirely at your own risk. Please see our Privacy and Data Collection Policy for more information about how The Digging Deep Project may use your information in connection with the Applications and the Sites. The Digging Deep Project reserves the right to terminate any link at any time.

22. Amendments; Complete Agreement. You agree that we may from time to time amend or add to these Terms. Notice of such amendments will be posted on the Sites. In addition, we may, at our discretion, provide you with additional notice of amendments within the Game or Applications. Your use of the any of the Services after the effective date of any amendments shall be your consent to these Terms as amended. If you do not want to be bound by these Terms, you will need to terminate your registration, if any, uninstall the Applications you have downloaded and/or refrain from using the Sites or The Digging Deep Project Game or Applications after that date. These Terms and any Amendments, your registration and any consents provided by you and the disclosures provided by us on the Sites and/or the Applications constitute the entire agreement between you and us and supersede any prior written or oral agreements between the parties.

23. No Waiver of Contractual Rights. The failure of either party to enforce any provision of these Terms shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of these Terms.

24. Severability. If any provision of these Terms shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of these Terms is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

25. Applicable Laws. The Digging Deep Project is based in Mountain View, California. Access to the Site or Applications from any territory where the content is illegal is prohibited. If you choose to access the Site or use the Applications from other locations, you do so at your
own risk and are solely responsible for compliance with any and all applicable laws, rules and regulations. The display of the Site or use of an Application alone does not subject The Digging Deep Project to any specific jurisdiction. You may not use or export any of the Site content or Applications in violation of U.S. export laws and regulations. Any claim related to the use of the Site or the Applications shall be governed by, construed and enforced in accordance with the laws of the State of California as applied to agreements made and to be performed entirely therein.

Any action brought in connection with the Site or Applications or any other The Digging Deep Project content or services shall be brought in either the state or federal courts with jurisdiction in San Francisco County, California. The parties hereby waive any claim or defense that such forum is not convenient or proper and consent to service of process by any means authorized by California law. Translations of these Terms have been provided for your convenience only; the English-language version of these Terms shall control in all respects in any dispute.

26. adherence to hipaa and coppa. The Digging Deep Project has set forth the minimum, age of 13 for its users and therefore is not legally bound to COPPA compliance, however, we do strongly believe in the regulations as set forth in COPPA and takes all reasonable actions to ensure that our users are at least 13 years of age. Information of our standards and protocols are available on www.shadowsedge.com/terms.

The Digging Deep Project is not a healthcare nor a commercial organization, however, we take all reasonable efforts to comply as far as applicable to the HIPAA standards. Information of our standards and protocols are available on www.diggingdeep.org/terms.

27. General Notices. All notices required by or allowed under these Terms, including notices of problems and/or inaccuracies in the Site or Applications should be addressed to:

The Digging Deep Project, 1000 Broadway, Suite 480, Oakland, CA 94607

With respect to our notices to you, we may provide notice of any amendments to these Terms by posting them on the Site and you agree to check for changes.

28. Notice of Copyright Infringement. The Digging Deep Project respects the intellectual property rights of others and requests that you do the same. Anyone who believes that his, her or its work has been reproduced on the Site in a way that constitutes copyright infringement may provide a notice to The Digging Deep Project containing the following:

• an electronic or physical signature of a person authorized to act on behalf of the owner of the copyright interest;
• identification of the copyrighted work claimed to have been infringed;
• identification of the material that is claimed to be infringing and information reasonably sufficient to permit The Digging Deep Project to locate the material;
• the address, telephone number, and, if available, an e-mail address at which the complaining party may be contacted;
• a representation that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
• a representation that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Copyright infringement claims and notices should be sent to the attention of legal department, by mail to:
The Digging Deep Project 1000 Broadway, Suite 480, Oakland, CA 94607

If The Digging Deep Project receives proper notification of infringement pursuant to the procedure set forth above, we will take reasonable steps to notify the party who originally posted it (the "posting party") and ask that the material has been removed. If such removal is not possible, The Digging Deep Project will take disable the account of the posting party.

29. Electronic Communications Privacy Act Notice (18.USC 2701-2711). We make no guaranty of confidentiality or privacy of any communication or information transmitted through the Applications or on the site or any web site linked to the site or through the Applications. We will not be liable for the privacy of e-mail addresses, registration and identification information, disk space, communications, confidential or trade-secret information, or any other content stored on our equipment, transmitted over networks accessed by the Sites, or otherwise connected with your use of the Sites or Applications.

LATER NOTIFICATIONS
Most of our Applications are capable of sending you notifications, known as pop-ups and push notifications and will send you such notifications to alert you to in-Application activity (completed tasks, missions and the like) as well as promotions and sales for in-Application content. You may choose to not receive or stop receiving such notifications by either playing in an off-line mode or a changing your device settings to decline or disable such notifications.

The Digging Deep Project–Privacy and Data Collection Policy

By using our products and services, you consent to our Privacy and Data Collection Policy. This privacy and data collection policy is part of our larger terms of services for our products.

We are committed to safeguarding the privacy of our users and players. This Privacy and Data Collection Policy explains how information about you is collected, used, and disclosed by The Digging Deep Project owner and publisher of Digging Deep, and developer of Shadow's Edge and all related products, websites, and social media sites. (“The Digging Deep Project,” “we,” or “us”).

The Digging Deep Project is a fiscally sponsored project of Community Initiatives. The Digging Deep Project is the publisher of Digging Deep and developer, distributor of Shadow’s Edge.
The Digging Deep Project is not legally bound to be compliant with the Children’s Online Privacy Protection Act ("COPPA") as Shadow's Edge is developed for and distributed to young people over the age of 13, nor do the Digging Deep Project have to comply with the Health Insurance Portability and Accountability Act ("HIPAA") as we do not provide commercial products.

However, we’ve developed our privacy practices to be as in compliance with the requirements established by the Children’s Online Privacy Protection Act ("COPPA") and the Health Insurance Portability and Accountability Act ("HIPAA") as practicable. We comply with the European GDPR regulation ("GDPR").

This Privacy Policy applies to information we collect when you use our website, game, mobile applications and other online products and services (collectively, the “Services”). Please note that this Privacy Policy does not affect or impact any The Digging Deep Project products released prior to the Effective Date.

We may change this Privacy Policy from time to time. If we make changes, we will notify you by revising the date at the top of the policy and, in some cases, we may provide you with additional notice (such as by adding a statement to our homepage or mobile games and applications or by sending you an email notification).

We encourage you to review the Privacy Policy whenever you access the Services to stay informed about our information practices and the ways you can help protect your privacy.

This policy supplements our other policies relating to internet and email use. We may supplement or amend this policy by additional policies and guidelines from time to time. Any changes will be published on our websites: www.diggingdeep.org/terms and/or www.shadowsedge.com/terms respectively.

**Data Controller and Data Privacy Officer**
The Digging Deep Project is classified as a data controller with respect to its internal processes and with respect to the products that it sells into the marketplace. Our data privacy officer’s contact details are:
Rosemary Lokhorst
rosemary@diggingdeep.org
Phone: +41 79 912 1550
Skype: lokhorstr

**Children’s requirements (under 13)**
We require our players in our game to warrant that they are over the age of 13. Should we receive a request for a child under age 13 that wants to participate in our game, she or he will be asked to get permission from their parent or legal guardian before providing any personal information. We will use our best efforts to obtain such permission, which may include requiring a parent or legal guardian to submit a permission form via mail or a digital copy by
e-mail. When verifiable parental consent is not obtained, we will only use the online contact information (such as e-mail) to respond directly to a child’s request on a one-time basis and not use that information to re-contact the child for other purposes.

**Collection of Information**

We establish a lawful basis for processing data by asking for your consent to store and process your data before you can access our services.

**Information You Provide to Us**

We collect information you provide directly to us. For example, we collect information when you create an account, manage your user profile, participate in any interactive features of the Services, request our e-newsletter or other marketing communications, participate in a promotion or survey, request customer support or otherwise communicate with us. On the Digging Deep sites and in the Shadow’s Edge game the types of information we may collect include your name, email address, hometown, photograph, self-selected nick-name or other identifier, password, social media posts and comments, screenshots from Shadowgram in Shadow’s Edge, screenshots from the game that you share external to the game, messages between users and other contact or identifying information you choose to provide. Participants and prize winners of public campaigns, contests, or sweepstakes (including such campaigns with partners) may also have to provide further information such as their Social Security Numbers, which are used exclusively for prize fulfilment and related tax purposes. As our game is created to support teens facing a serious illness, we also ask players for their illness and in which hospital they are being treated. We are using this information to understand who is interested in our products and to develop and deliver services. See more detailed list of use further below.

**Information We Collect Automatically When You Use the Services**

When you access or use our Services, we automatically collect information about you, including:

- **Device Information:** We collect device-specific information when you access our Services from a mobile device, including your hardware model, operating system and version, unique device identifiers, mobile network information and country.
- **Use Information:** We collect information about your use of the Services, including the type of browser you use, access times, pages viewed, game play activity, interactions with other players, your IP address and the page you visited before navigating to our Services. We also use those tracking services to understand the use of the Shadow’s Edge application, such as time played, and points reached in the game to improve gameplay.
- **Information Collected by Cookies and Other Tracking Technologies** for both the website and the game: We use various technologies to collect information, and this may include sending cookies to your computer or mobile device. Cookies are small data files stored on your hard drive or in device memory that helps us to improve our Services and your experience. They allow us to see which areas and features of our Services are popular and to count visits. We may also collect information using web beacons (also known as “tracking pixels”). Web beacons are electronic images that may be used in our Services or emails and help deliver cookies, count visits, understand usage and campaign
effectiveness and determine whether an email has been opened and acted upon. We collect this data to improve our service and make it more useful to you.

- Screenshots and information on them that you share in the in-game community feature.
- We use Google analytics to collect audience demographic information, including but not limited to internet protocol (IP) addresses, browser type, internet service provider (ISP), referring/exit pages, platform type, date/time stamp, and number of clicks to analyze trends, administer the site, and ensure that our site is accessible and viewable by our general audience. We do not have control over nor access to the information collected by this site and we recommend that you view their Privacy Policies for more information.

If you no longer want to have an account at any of our products, please email us and request to have your account deleted at

Use of Information
We may use information about you for various purposes, including to:

- Send you communication about our products, services, rewards. We may also point out events offered by The Digging Deep Project, and our partners. We provide news and information about our services we think will be of interest to you.
- Send you technical notices, updates, security alerts and support and administrative messages.
- Information shared anonymously in the in-game community, or our social media may be used for our marketing. Any such information will be strictly anonymous and only if the user has shared it in the public part of the game or our social media or website.
- Use information that you have posted on our social media, our website or blog, or our in-game community for social media and advertisement campaigns we conduct.
- Respond to your comments, questions and requests and provide customer service.
- Reach out with resource lists, if we believe that you may need help.
- Monitor and analyze trends, usage, and activities in connection with our Services.
- Personalize and improve the Services and provide advertisements, content, suggested connections or features that match user profiles or activities.
- Process and deliver contest entries and rewards.
- Link or combine with information we get from others to help understand your needs and provide you with better service.
- Information specific to participants and prize winners of public campaigns, contests or sweepstakes (including such campaigns with partners) may be used for advertisements, marketing and other campaign related communication, by both The Digging Deep Project and the respective partners. When players choose to send us their answers and art, they assign us the right to use this work and artwork in all media now known or hereafter devised in all types of publishable materials, audiovisual works, and all ancillary and allied rights therein.
- Carry out any other purpose for which the information was collected.

The Digging Deep Project is based in the United States and the information we collect is governed by U.S. law. By accessing or using the Services or otherwise providing information to us, you consent to the processing and transfer of information in and to the U.S. and other countries.
Accuracy and relevance
We will ensure that any personal data we process is accurate, adequate, relevant and not excessive, given the purpose for which it was obtained.

We will not process personal data obtained for one purpose for any unconnected purpose unless you have agreed to this or would otherwise reasonably expect this.

Individuals may ask that we correct inaccurate personal data relating to them. If you believe that information is inaccurate you should record the fact that the accuracy of the information is disputed and inform the persons responsible for GDPR compliance. Furthermore, you can log a complaint with your national Information Commissioner.

Retaining and deleting personal data
We retain personal data for no longer than is necessary. In general, personal data will not be kept for longer than 5 years after it is last used for the purpose for which it was collected.

You have the right to have any data unlawfully processed erased (right to be forgotten). You also have the right to withdraw your consent for processing at any time. Simply reach out to us with your request.

Sharing of Information
We may share information about you as follows or as otherwise described in this Privacy Policy:
• With consultants and other service providers who need access to such information to carry out work on our behalf;
• In response to a request for information if we believe disclosure is in accordance with any applicable law, regulation or legal process, or as otherwise required by any applicable law, rule or regulation;
• If we believe your actions are inconsistent with the spirit or language of our user agreements or policies, or to protect the rights, property and safety of The Digging Deep Project or others;
• In connection with, or during negotiations of, any merger, sale of company assets, financing or acquisition of all or a portion of our business to another company; or
• In connection with research or impact studies carried out to measure the impact and use of our products. Any such information will be aggregated and de-identified and does not contain personal information. We only share personal information for research with your explicit consent and for specific studies that you have opted in for.
• In connection with, or during campaigns or competitions that you have opted in for.
• With your consent or at your direction, including if we notify you through our Services that the information you provide will be shared in a particular manner and you provide such information.
We may also share aggregated or de-identified information, which cannot reasonably be used to identify you.

**International Transfer of Data**

Game data is stored on the Microsoft Azure Cloud Service and is being accessed from the US, Switzerland and the Netherlands.

You acknowledge that personal data that you submit for publication through our social media channels, website or Shadowgram may be available, via the internet, around the world. We cannot prevent the use (or misuse) of such personal data by others.

**Social Sharing Features**

The Services may offer social sharing features and other integrated tools (such as the in game Shadowgram function to share images within the game, or such as Facebook “Like” button on our sites and social media), which let you share actions you take on our Services with other media, and vice versa. The use of such features enables the sharing of information with your friends or the public, depending on the settings you establish with the entity that provides the social sharing feature. For more information about the purpose and scope of data collection and processing in connection with social sharing features, please visit the privacy policies of the entities that provide these features.

**Analytics and Other Services Provided by Other Companies**

We may allow third parties to provide analytics services and provide you with other services, such as rewards programs. These third parties may use cookies, web beacons, your account information (that you set up with these third parties) and other technologies to collect information about you on our Services and other websites and online services, such as your IP addresses, identifiers associated with your mobile device or applications on the device, the browsers you use to visit our Services, pages viewed, time spent on pages, links clicked, and conversion information. These third parties may also share this information with their customers and clients. This information may be used by The Digging Deep Project, and these other companies to analyze and track data, determine the popularity of certain content, and better understand your usage. Some of these third-party service providers offer you a choice to opt out the collection of and/or sharing of this information. Please refer to their websites as to how to opt out.

This Privacy Policy does not apply to, and we are not responsible for, third-party cookies, web beacons, or other tracking technologies.

**Security**

The Digging Deep Project takes reasonable measures to help protect information about you from loss, theft, misuse and unauthorized access, disclosure, alteration, and destruction.
Where other organizations process personal data as a service on our behalf, the persons responsible for GDPR compliance will establish what, if any, additional specific data security arrangements need to be implemented in contracts with those third-party organizations.

**Account Information**
You may reset your game, application or website account information, which includes your username, password and email address, by clicking on the password reset button in the game. If you wish to delete or deactivate your account, please email us at privacy@diggingdeep.org, but note that we may retain certain information as required by law or for legitimate business purposes. We may also retain cached or archived copies of your account information for a certain period of time.

**Cookies**
Most web browsers are set to accept cookies by default. If you prefer, you can usually choose to set your browser to remove or reject browser cookies. Please note that if you choose to remove or reject cookies, this could affect the availability and functionality of our Services.

**Promotional Communications**
We do not send promotional communications. We may send you transactional or relationship messages, such as those about your account or for our ongoing player relations, including notifications about releases and in-game communication.

**Surveys & Contests**
Occasionally, The Digging Deep Project, may request personal information from you via surveys or contests. Participation in surveys and contests is completely voluntary and not necessary for accessing the site. Personal information requested in surveys may include age, internet speed, and country. However, information collected in surveys will not be directly linked to you since we will not collect e-mail addresses or names associated with your survey. The requested information for contests typically includes name, address, and e-mail address, which is reasonably necessary for mailing prizes to contest winners. Contact information collected during contests will be used to notify the winners and award prizes only. Contest content may be shared and used for marketing purposes. Anonymous survey information will be used for purposes of monitoring or improving the use and satisfaction of The Digging Deep Project. Personal identifiable information will never be shared with third parties.

**External Links**
Our web site contains links to other sites. Please be aware that The Digging Deep Project, is not responsible for the privacy practices of such other sites. We encourage our users to be aware when they leave our site and to read the privacy statements of each and every web
site that collects personally identifiable information. This privacy statement applies solely to information collected by this web site.

**Third Party Analytics and Advertising Services**

We do not sell, trade, or otherwise transfer to outside parties your personally identifiable information. This does not include trusted third parties who assist us in operating our website, conducting our business, or servicing you, so long as those parties agree to keep this information confidential.

We do not have Advertising Services in our products.

We have identified the provider names of some of the third-party analytics and advertising services we use on our website. Please refer to those third parties websites to learn more about their data practices.

**Privacy Practices and community guidelines**

We provide great care to protect the privacy of our players. The player's registration information and player content are stored on their local device and on a central service on Microsoft Azure.

User generated content can be shared in-game in Shadowgram. Such content is also stored centrally at the Microsoft Service. User generated content can further be shared by taking a screenshot and sharing that screenshot via the device to any media or save it locally. The Digging Deep Project is not responsible for any of such shared content.

We inform our players about the best practices of sharing and other community rules of engagement on our website in our Community Guidelines.

**What are your data protection rights?**

Our Company would like to make sure you are fully aware of all of your data protection rights. Every user is entitled to the following:

**The right to access** - You have the right to request Our Company for copies of your personal data. We may charge you a small fee for this service.

**The right to rectification** - You have the right to request that Our Company correct any information you believe is inaccurate. You also have the right to request Our Company to complete information you believe is incomplete.

**The right to erasure** - You have the right to request that Our Company erase your personal data, under certain conditions.

**The right to restrict processing** - You have the right to request that Our Company restrict the processing of your personal data, under certain conditions.
The right to object to processing - You have the right to object to Our Company's processing of your personal data, under certain conditions.

The right to data portability - You have the right to request that Our Company transfer the data that we have collected to another organization, or directly to you, under certain conditions.

If you make a request, we have one month to respond to you. If you would like to exercise any of these rights, please contact us at our email.

Contact Us

If you have any questions about this document, our Services, our Privacy policy or wish to report a violation, please contact us at: privacy@shadowsdale.com.

You may also contact our Privacy Policy Administration by writing to:
Privacy Policy Administration
The Digging Deep Project
1000 Broadway, Suite 480, Oakland, CA 94607, USA