

## PRIVACY POLICY

Last Updated: 13<sup>th</sup> July, 2026.

Elycrox Global Ltd. (“**FURY**”, “**Company**”, “**we**”, “**our**”, or “**us**”) respects the privacy of users, participants, visitors, and all individuals who interact with the FURY™ platform and related services.

This Privacy Policy explains how we collect, use, store, disclose, process, and protect personal information obtained through the FURY™ website, applications, competitions, digital experiences, social engagement channels, and related services (collectively referred to as the “**Platform**”).

This Policy is intended to comply with applicable data protection and privacy laws, including the **Nigeria Data Protection Act, 2023**, applicable regulations issued by the **Nigeria Data Protection Commission (“NDPC”)**, and internationally recognised privacy principles.

By accessing or using the Platform, you acknowledge that you have read and understood this Privacy Policy.

### 1. INTRODUCTION

- a. FURY™ operates as an interactive entertainment and competition platform involving digital participation, contestant engagement, audience interaction, voting systems, livestreaming, promotional campaigns, and related entertainment activities.
- b. In the course of operating the Platform, we may collect and process personal information relating to users, contestants, voters, sponsors, service providers, audience members, and visitors.
- c. We are committed to ensuring that personal information is handled lawfully, transparently, responsibly, and securely.

### 2. DEFINITIONS

For the purpose of this Privacy Policy:

“**Applicable Laws**” means all laws, regulations, directives, and guidelines relating to privacy, data protection, electronic communications, and digital operations applicable in Nigeria and other relevant jurisdictions.

“**Personal Data**” means any information relating to an identified or identifiable natural person.

**“Processing”** includes collection, recording, organisation, storage, use, disclosure, transmission, analysis, deletion, or any operation performed on Personal Data.

**“Sensitive Personal Data”** includes information relating to race, ethnicity, health status, biometric information, religious beliefs, sexual orientation, financial details, or any category recognised as sensitive under Applicable Laws.

**“User”** means any person who accesses, interacts with, registers on, participates in, or otherwise uses the Platform.

### **3. PERSONAL DATA WE COLLECT**

a. We may collect various categories of Personal Data depending on how the Platform is used.

b. The information collected may include:

I. Identity and Registration Information

- Full name
- Username or profile details
- Date of birth
- Gender
- Identification documents
- Photographs or profile images

II. Contact Information

- Email address
- Telephone number
- Residential or mailing address

III. Payment and Transaction Information

- Payment confirmation records
- Billing details
- Transaction history
- Wallet or payout details where applicable

IV. Technical and Device Information

- IP address
- Browser type
- Device identifiers
- Operating system
- Log data
- Usage analytics

V. Participation and Engagement Information

- Competition entries
- Votes submitted
- Contest participation history
- Livestream interactions
- Messages or communications sent through the Platform

VI. Media and Content Information

- Photos
- Audio recordings
- Videos
- User-generated submissions
- Livestream footage

VII. Marketing and Communication Information

- Survey responses
- Promotional preferences
- Customer support interactions

- c. Certain information may be collected automatically through cookies, analytics tools, server logs, and related technologies.

#### 4. HOW WE COLLECT PERSONAL DATA

a. Personal Data may be collected through:

- I. direct registration or account creation;
- II. competition entries and participation forms;
- III. payments and transactional interactions;
- IV. communications with us;
- V. social media interactions;
- VI. third-party service providers;
- VII. cookies and automated technologies;
- VIII. live events, recordings, broadcasts, and audience participation systems.

- b. We may also receive information from publicly available sources or third-party platforms where users choose to connect or interact with the Platform through such services.

#### 5. LEGAL BASIS FOR PROCESSING

- a. We process Personal Data only where we have a lawful basis to do so.

b. Such lawful bases may include:

- I. consent provided by the User;
- II. performance of contractual obligations;

- III. compliance with legal or regulatory obligations;
  - IV. protection of legitimate interests pursued by the Company;
  - V. protection of vital interests;
  - VI. public interest obligations where applicable.
- c. Where processing is based on consent, Users may withdraw consent subject to legal or operational limitations.

## **6. HOW WE USE PERSONAL DATA**

- a. We may process Personal Data for purposes including:
- I. operating and administering the Platform;
  - II. managing competitions and gameplay systems;
  - III. identity verification and fraud prevention;
  - IV. processing payments and prize distributions;
  - V. communicating with Users;
  - VI. providing customer support;
  - VII. monitoring Platform performance and analytics;
  - VIII. improving user experience;
  - IX. marketing and promotional activities;
  - X. ensuring legal and regulatory compliance;
  - XI. protecting the security and integrity of the Platform.
- b. We may also use Personal Data in connection with broadcasts, promotional campaigns, documentaries, highlight content, audience engagement initiatives, and commercial exploitation relating to the FURY™ brand and Project.

## **7. SENSITIVE PERSONAL DATA**

- a. We do not intentionally collect Sensitive Personal Data unless reasonably necessary for lawful operational purposes or where expressly provided by the User.
- b. Where Sensitive Personal Data is processed, additional safeguards shall be implemented in accordance with Applicable Laws.

## **8. CHILDREN'S PRIVACY**

- a. The Platform is not intended for children below the age permitted under applicable law without parental or guardian involvement where required.
- b. Where we become aware that Personal Data has been collected from a child in violation of Applicable Laws, reasonable steps may be taken to delete or restrict such information.

## **9. COOKIES AND TRACKING TECHNOLOGIES**

- a. The Platform may use cookies, web beacons, analytics tools, pixels, session identifiers, and similar technologies to improve functionality, personalise user experience, analyse usage patterns, and support security and marketing operations.
- b. Cookies may be used to:
  - I. remember user preferences;
  - II. maintain login sessions;
  - III. measure audience engagement;
  - IV. analyse traffic and interaction patterns;
  - V. improve performance and system functionality;
  - VI. support advertising and promotional campaigns.
- c. Users may adjust browser settings to disable or restrict cookies. However, certain features of the Platform may not function properly where cookies are disabled.
- d. Third-party analytics and advertising providers may also use tracking technologies subject to their own privacy practices and policies.

## **10. DISCLOSURE AND SHARING OF PERSONAL DATA**

- a. We may disclose Personal Data where reasonably necessary for operational, contractual, legal, security, or commercial purposes.
- b. Personal Data may be shared with:
  - I. payment processors and financial institutions;
  - II. technology and hosting providers;
  - III. analytics and marketing service providers;
  - IV. identity verification providers;
  - V. legal advisers, auditors, insurers, and consultants;
  - VI. broadcasting, streaming, production, and media partners;
  - VII. regulatory authorities, law enforcement agencies, or courts where legally required;
  - VIII. affiliates, subsidiaries, successors, or business partners connected with the FURY™ Project.
- c. We do not sell Personal Data in a manner inconsistent with applicable privacy laws.
- d. Where third-party providers process Personal Data on our behalf, we take reasonable steps to ensure that such processing is carried out under appropriate confidentiality and security obligations.

## **11. INTERNATIONAL DATA TRANSFERS**

- a. Personal Data may be processed, stored, or transferred outside Nigeria where necessary for the operation of the Platform or engagement of international service providers and partners.
- b. Where cross-border transfers occur, we shall implement reasonable safeguards designed to ensure adequate protection of Personal Data in accordance with Applicable Laws.
- c. Such safeguards may include contractual protections, organisational measures, encryption protocols, access restrictions, and reliance on lawful transfer mechanisms recognised under applicable regulations.
- d. By using the Platform, Users acknowledge that their Personal Data may be transferred to jurisdictions with different privacy laws from those in their country of residence.

## **12. DATA SECURITY**

- a. We implement reasonable technical, organisational, administrative, and operational safeguards intended to protect Personal Data against unauthorised access, misuse, disclosure, alteration, destruction, or loss.
- b. Such measures may include:
  - I. access controls;
  - II. password protection;
  - III. data encryption;
  - IV. monitoring systems;
  - V. restricted access protocols;
  - VI. secure hosting environments;
  - VII. staff confidentiality obligations.
- c. While we take reasonable precautions, no internet-based platform or electronic storage system can be guaranteed to be completely secure.
- d. Users are encouraged to protect their login credentials and avoid sharing sensitive information through unsecured channels.

## **13. DATA RETENTION**

- a. Personal Data shall be retained only for as long as reasonably necessary for the purposes for which it was collected, including legal, regulatory, operational, security, accounting, archival, and dispute resolution purposes.
- b. Retention periods may vary depending on:
  - I. the nature of the information;
  - II. the type of interaction involved;
  - III. regulatory obligations;
  - IV. ongoing legal or operational requirements.
- c. Where Personal Data is no longer required, we may securely delete, anonymise, archive, or restrict such information in accordance with applicable standards.

#### **14. USER RIGHTS**

- a. Subject to Applicable Laws and legitimate operational limitations, Users may have the right to:
  - I. request access to Personal Data held about them;
  - II. request correction of inaccurate or incomplete information;
  - III. withdraw consent where processing is based on consent;
  - IV. object to certain forms of processing;
  - V. request deletion or restriction of Personal Data;
  - VI. request portability of Personal Data where applicable;
  - VII. lodge complaints with relevant data protection authorities.\
- b. Requests relating to Personal Data may be submitted using the contact details provided in this Policy.
- c. We may require reasonable verification of identity before responding to certain requests.

#### **15. AUTOMATED DECISION-MAKING**

- a. Certain aspects of the Platform may involve automated systems, moderation tools, fraud detection systems, audience analytics, engagement monitoring tools, or algorithmic processing mechanisms.
- b. Such systems may be used to:
  - I. detect suspicious activity;
  - II. improve user experience;
  - III. moderate content;
  - IV. enhance competition integrity;
  - V. support operational efficiency.
- c. Where legally required, Users may request further information regarding significant automated decisions affecting them.

## **16. THIRD-PARTY PLATFORMS**

- a. The Platform may contain links to or integrations with third-party websites, services, social media platforms, or applications.
- b. We do not control and are not responsible for the privacy practices, content, security, or operations of third-party services.
- c. Users are encouraged to review the privacy policies of such third parties before providing information through those platforms.

## **17. MARKETING COMMUNICATIONS**

- a. We may send promotional communications, updates, newsletters, announcements, competition information, or marketing materials where permitted by law.
- b. Users may opt out of non-essential marketing communications through available unsubscribe mechanisms or by contacting us directly.
- c. Operational, legal, security, or transactional communications may still be sent where necessary.

## **18. NDPC COMPLIANCE**

- a. Elycrox Global Ltd. is committed to compliance with the Nigeria Data Protection Act, 2023, applicable regulations issued by the Nigeria Data Protection Commission, and recognised international privacy principles relating to fairness, transparency, accountability, security, and lawful processing.
- b. We undertake to implement appropriate governance measures designed to ensure responsible handling of Personal Data across our operations, systems, personnel, vendors, and service providers.
- c. Where required under Applicable Laws, we may conduct internal compliance assessments, maintain processing records, implement contractual safeguards, and engage qualified compliance personnel or advisers.

## **19. DATA BREACH RESPONSE**

- a. In the event of any actual or reasonably suspected data breach affecting Personal Data, we may take such steps as are reasonably necessary to investigate, contain, assess, mitigate, and respond to the incident.
- b. Where legally required, notifications may be made to affected individuals, regulators, law enforcement agencies, or relevant stakeholders within applicable timelines.

- c. Users acknowledge that no electronic system can guarantee absolute security and that cyber threats, infrastructure failures, and malicious activities may evolve over time despite reasonable safeguards.

## **20. USER RESPONSIBILITIES**

- a. Users are responsible for ensuring that information submitted through the Platform is accurate, lawful, and up to date.
- b. Users should take reasonable precautions to protect account credentials, devices, and communications connected with the Platform.
- c. Users shall not submit Personal Data relating to another person without lawful authority or appropriate consent where required.

## **21. CHANGES TO THIS PRIVACY POLICY**

- a. We reserve the right to modify, amend, update, or revise this Privacy Policy from time to time.
- b. Changes may be published through the Platform or communicated through other appropriate channels.
- c. Continued use of the Platform following publication of revised terms shall constitute acknowledgement of the updated Privacy Policy.
- d. Where material changes significantly affect user rights or data processing practices, reasonable efforts may be made to provide additional notice.

## **22. GOVERNING LAW**

This Privacy Policy shall be governed by and construed in accordance with the laws of the Federal Republic of Nigeria.

## **23. DISPUTE RESOLUTION**

- a. Any dispute arising out of or relating to this Privacy Policy or the processing of Personal Data shall first be addressed through good faith discussions between the Parties.
- b. Where the matter is not resolved amicably within fourteen (14) days, the dispute shall be referred to mediation at the Lagos Multi-Door Courthouse (LMDC).
- c. If unresolved following mediation, the matter may be referred to the courts of competent jurisdiction in Lagos State, Nigeria.

- d. Nothing in this clause shall prevent the Company from seeking urgent protective or injunctive relief where necessary.

## **24. SEVERABILITY**

- a. If any provision of this Privacy Policy is found to be invalid, unlawful, or unenforceable, such provision shall be deemed severed to the extent necessary.
- b. The remaining provisions shall continue in full force and effect.

## **25. CONTACT INFORMATION**

Questions, complaints, requests, or concerns relating to this Privacy Policy or the handling of Personal Data may be directed to:

**Elycrox Global Ltd.**

Address: No. 87, Aiyegbami Estate, Asadam Road, Ilorin, Kwara State.

Email address:

Official Contact Number:

## **26. DATA PROTECTION CONTACT**

- a. Where required by Applicable Laws or internal compliance structure, the Company may designate a Data Protection Officer, Compliance Lead, or authorised privacy representative responsible for handling privacy-related inquiries and compliance matters.
- b. Requests relating to access, correction, deletion, restriction, objections, or other privacy rights may be directed through the contact channels identified above.

## **27. FINAL PROVISIONS**

- a. This Privacy Policy forms part of the overall legal framework governing use of the FURY™ Platform and should be read together with the Terms of Service, Cookie Policy, KYC Policy and any other applicable policies or participation rules.
- b. By continuing to access or use the Platform, Users acknowledge that they have read and understood this Privacy Policy.