

## Character Use Guidelines

Version 1.01

March 6, 2014 Original Version

March 28, 2014 Revised Version

### [Character Use Guidelines]

These Guidelines describe, by giving examples, what users who wish to conduct their secondary creative activities with or without compensation “can do” and “cannot do” with regard to the characters (“Unity Characters”) in and to which the rights are owned by Unity Technologies Japan G.K. (“Company”) in accordance with the separately determined Unity-Chan License Terms and Conditions (“License”).

Please read these Guidelines without fail before publishing any secondary work that uses the Unity Characters.

### [Characters subject to these Guidelines]

The Unity Characters include “Unity-Chan” (Kohaku Ootori) as well as the group of characters published in the booklet “Unity-Chan! Art Log,” and the group of characters to be published in the “unity-chan! Official Website” (<http://unity-chan.com>).

### [Unity-Chan License Terms and Conditions]

We, Unity Technologies, are an organization established to democratize the “game development know-how,” which has been accumulated only by leading studios until recently. We are most motivated by a desire to “allow every user to enjoy the fun and the magnificence of game making”, and now, we expand the scope, with regard only to the Unity Characters, beyond game development and have established new license terms and conditions in order to expand the scope of secondary use of work, which is principally allowed but in a very limited scope under the current Copyright Act of Japan, so that “Unity-Chan” may be published to the users who are usually devoted in creative activities other than game development . The License is established for such purposes.

The License is established to declare that we will grant widely to users a license to use the Unity Characters and the digital asset data of Unity Characters for users’ secondary

creative activities.

By using the Unity Characters, any user who wishes to conduct secondary creative activities using the Unity Characters with or without compensation shall be deemed to have consented to and agreed to be bound by the License and these Guidelines without any reservation or adding other incidental conditions.

[License notice]

All users who wish to publish any secondary work are requested to indicate the licensed logo below in a reasonable manner that can be easily seen (e.g., by indicating it on or attaching an explanation thereof to such secondary work).



These contents are licensed under the "Unity-Chan" License Terms and Conditions ([http://unity-chan.com/download/license\\_en.html](http://unity-chan.com/download/license_en.html)). You are allowed to use these contents only if you follow the Character Use Guidelines ([http://unity-chan.com/download/guideline\\_en.html](http://unity-chan.com/download/guideline_en.html)) set by Unity Technologies Japan G.K., for the usage of its characters.

Please note that, if a user publishes any secondary work without the above license notice, such user shall be deemed to be in violation of the License in principle.

If a user wishes to display any notice of their rights other than the license notice in accordance with this License on such secondary work, whether for-profit or not-for-profit, such user is requested to obtain approval to indicate that the secondary work is an "official product using the Unity Characters". In such event, please contact the Company for details. The Company will examine in detail and determine as to whether it is possible to grant a license in each case, and may conclude another agreement, if

necessary.

[Use permitted and not permitted under the License]

A. Use not permitted in principle

Users may not use the Unity Characters for the following purposes, whether for-profit or not-for-profit:

- Use of the Unity Characters for any act or purpose against public policy or for any antisocial act or purpose, or for any remark that is prejudiced religiously or politically;
- Use of the Unity Characters for harming the honor and dignity of the Unity Characters, the Company, and products and services provided by the Company;
- Any act impairing the intellectual property rights or any other rights of a third party, or use for the purpose of impairing such rights;
- Unauthorized use of the Unity Characters in adult contents or services for commercial purposes, or for advertisement or promotion, etc.;
- Use in a manner that may mislead the public to believe that they are the official products of the Company, unless otherwise approved by the Company; or

Users are strictly prohibited from the creation or any act beyond the scope of a small-scaled stage performance, screen presentation, public transmission, exhibit, or distribution (“Distribution, etc.”) of the contents using the Unity Characters for the above acts or purposes.

If such violation is verified, the Company will immediately instruct the user to cease using the Unity Characters. Upon the request by the Company, the user and the publisher or seller of the user shall be obliged to immediately cease the use, publishing, and selling, etc. of the relevant content. In addition, the Company will not be liable for any damage arising out of such requests.

B. Use by small-scaled fan (*doujin*) circles, etc.

The following examples of use shall be deemed as a use by a small-scaled fan circles, etc. within the scope of hobby use:

- Small-scaled exhibition and sale of fan magazines, games, figures, goods, and others (“Fan Contents”) at a comic market, wonder festival, or each fan circle

sale events held by the user himself/herself as an individual or a small-scaled fan circle ("Fan Circle(s)") of which such user is a member;

- Costume playing and photo session thereof, and exhibition and sale of costumes for non-profit purpose, at each fan event held by the Fan Circle itself; and
- Exhibition and sale of the Fan Contents by the Fan Circle itself through the Internet, mail order, auction, rental showcase, and others.

If the contents do not fall under "A. Use not permitted in principle," and if the user's dignity as "creator" is maintained, the then applicable social norms shall be considered, and if the expressions are not extremely offensive to third parties, the Company shall give approval, pursuant to the License, to use the Unity Characters for the Fan Contents at the user's own responsibility, and to publish and sell such contents at events and other occasions.

In cases where a user uses the Unity Characters in the Fan Contents, such user as the author of the secondary work is requested to display the license notice determined separately by the Company in a reasonable manner that can be easily seen. The user as the author of the secondary work warrants that he/she will not exercise his/her moral rights against the Company or any person who is granted a license by the Company.

Even if a user has complied with the above conditions, the Company may immediately order such user to cease using the Unity Character at its sole discretion. In such event, the user shall be obliged to immediately cease any and all acts upon request from the Company, including without limitation, publishing and sale of the relevant contents. The Company is not liable for any damage arising out of such request.

The term Fan Circles, etc. used above means an individual or a circle, the annual sales for the previous year of which are equal to or less than ten (10) million yen. If any individual or circle having annual sales of more than ten (10) million yen wishes to use the Unity Characters, or if any secondary work using the Unity Character has gone beyond the scope or scale of hobby use or it is expected that the it will grow beyond such scope or scale, the user is requested to promptly notify the Company to that effect and obtain a license separately.

C. Reuse of the digital asset data included in the 3D model distribution archive of the Unity Characters

All of the digital asset data, including the mesh and texture, materials, shader, animation, and voice data, etc. included in the 3D model distribution archive of the Unity Characters is protected by the Copyright Act of Japan.

The Company authorizes the following use based on the License for the purpose of personal amusement, research, and hobby use :

- Data outputting of the Unity Characters by means of remodeling, alteration, or 3D printing, etc.; or
- The user himself/herself creating and adding new digital asset data to his/her own games or digital contents by using a part of the digital asset data.

In order for a user him/herself to conduct the Distribution, etc. of such digital asset data beyond the above purpose, such user is requested to give a third party who is going to use such digital asset data a notice clearly describing the distributor's (user's) contact information and that it is available on the condition that such third party agrees to be bound by this License, in a manner that can be easily seen by third parties, along with the explanation of the digital asset data subject to Distribution, etc. Please note that Distribution, etc. will not be allowed unless a third party agrees to be bound by this License. The user, as the author of the secondary work, warrants that he/she will not exercise his/her moral right against the Company or any person who is granted a license by the Company with regard to their use of such secondary work.

D. Use of the Unity Character data on Unity

Users may develop and create various applications on the game engine Unity ("Unity"), using the 3D model data of the Unity Characters subject to Distribution, etc. in .unitypackage archive format and the 2D illustrations of the same published on the official website or otherwise.

Users may conduct Distribution, etc. of the applications created on Unity pursuant to the License and applicable license terms and conditions, regardless of whether the purpose is for commercial use or profit. Users may also conduct Distribution, etc. of the digital asset data of the Unity Characters or the secondary work thereof, if such secondary work is incorporated in the application created on Unity.

In cases where the digital asset data of the Unity Characters or the secondary work thereof are used on Unity at events such as game jams and seminars for educational purpose, users are allowed to publish or present the same in the state that it is incorporated in the Unity project, as well as in the application created on Unity.

When users conduct the Distribution, etc. of the digital asset data of the Unity Characters or the secondary work thereof in a state that it is incorporated in the Unity project, users are requested to attach the license notice file at a location in the project folder where it can be easily seen.

If a user applies to obtain an approval for an official product using the Unity Characters, such user is requested to contact the Company. The Company will examine in detail and determine as to whether it is possible to grant a license, and may conclude an agreement separately, if necessary.

\* If a user wishes to display any notice of its rights other than the license notice in accordance with the License on such secondary work, such user is requested to obtain approval for an “official product using the Unity Characters.”

E. Use and Distribution, etc. of new digital assets created from the official design materials

Users of the Unity Characters may independently create, use on his/her own Unity project, or conduct Distribution, etc. in the .unitypackage archive format the digital asset data created based on or referring to the official design materials published in the booklet “Unity-Chan! Art Log” and the “unity-chan! official website” (<http://unity-chan.com>) under the License.

These digital asset data includes the following:

- 3D models (including all of the characters, gadgets, and scenes);
- 2D images including character illustrations and textures;
- Motion or animation data;
- Effects;
- Voice data including music and sound effects (SE); and

- Scene data.

When users conduct the Distribution, etc. of the above digital asset data created by themselves, users are requested to include the license notice in accordance with the License in the archive of such data and also post it at a location on the download site where it can be easily seen.

Users may also conduct the Distribution, etc. of the digital asset data created by themselves at the Asset Store provided by the Company. In such event, users are requested to agree to the latest “Asset Store Use Terms and Conditions and End User License Agreement” and “Asset Store Provider Agreement,” in addition to the indication of the license notice in accordance with the License.

Any third party other than the Company or any person to whom the Company granted a license is prohibited from the Distribution, etc. of the digital asset data created by another user, whether with or without compensation.

- F. Use and reproduction of the official images of the Unity Characters and publishing thereof on the Internet or otherwise

Users of the Characters may use the official images published on the “unity-chan! official website” (<http://unity-chan.com>) for the purposes of personal amusement and hobby use, make reproductions thereof, and publish the same on the Internet or otherwise under the License.

In such event, users are requested as much as possible to post the license notice, at a location within the image or close to the image so that it can be easily seen.

- G. Placing an order or request to create products or digital asset data using the Unity Characters with a third party

It is not necessary for users to report to or obtain approval of the Company before placing an order or request to create products or digital asset data using the Unity Characters with a third party such as another creator or a professional vendor for the following purposes under the License:

- Placing an order or request to create products using the Unity Characters with a third party professional vendor for the purpose of use by the user him/herself,

his/her family and friends.

Examples are as follows:

- Request for outputting the official 3D data of the Unity Characters by a 3D printer;
  - Request for printing the official 2D illustration of the Unity Characters on stickers and stamps or otherwise; or
  - Request for creating clothing based on the official design of the Unity Characters for costume playing.
- Placing an order for a production agency service to create digital asset data based on the official data and official design of the Unity Characters with another creator or a professional vendor for the purpose of using the same for games and digital contents created by the user him/herself.

Examples are as follows:

- Request for creating additional motion and animation data based on the official 3D data of the Unity Characters (including the motion retarget service on the Internet);
- Request for creating new illustrations and pixel graphics or otherwise based on the official design of the Unity Characters for incorporating in games; or
- Request for creating new 3D model data of the Unity Characters or the model data of 3D SD characters based on the official design of the Unity Characters for incorporating in games.

When users publish the contents including such digital asset data or the digital asset data, users are requested to appropriately indicate the license notice in accordance with the License.

In addition, in placing an order, users are requested to pay attention to the following:

- When placing an order for the purpose of making products or otherwise, in particular, if a user intends to use the illustrations of the Unity Characters that are not created by such user, it is necessary that the user asks for and obtains approval from the author of such illustrations without fail.



- If any malfunction or disadvantage occurs to the user and/or third parties involved as a result of placing an order, the Company shall not be liable for any such malfunction or disadvantage.

#### H. Matters that require the Company's official supervision

If a company or organization exceeding the size of a Fan Circle wishes to sell the secondary work of the Unity Characters or use the same for advertising and promotion for commercial purposes or for a fee, such use requires a license from the Company, independently from the License, as well as an official supervision by the Company. Please contact the Company at the contact address below for details.

Even in the case of use by a company, if the scale of use by such company is generally accepted as the same as a small-scaled Fan Circle (production of prototypes, technology demonstration models, and others), the company may use the Unity Characters under the License. In such event, the company is requested to display the logo of the License so that it can be easily seen.

"Fan Circles" means any circle, the annual sales for the previous year of which are equal to or less than ten (10) million yen.

#### I. Other use of the Unity Characters

If a user has inquiries about any use of the Unity Characters not included in A through H above or is not sure about the case under which his/her use falls, please contact the Company. The Company will examine in detail and determine as to whether it is possible to grant a license in each case, and may conclude an agreement, if necessary.

#### J. Others

The Company may revise these Guidelines from time to time. Users are requested to confirm these Guidelines and to use the Unity Character within the scope specified in the latest Guidelines. The Company shall not be liable for any damage resulting from the revision of these Guidelines.

Contact Address for inquiries regarding the License and these Guidelines:

Unity Technologies Japan G.K.

[unity-chan@unity3d.co.jp](mailto:unity-chan@unity3d.co.jp)