



OFFICIAL ELEMENT ESPORTS REVIEW-REQUIRED AGREEMENT

CREATOR AGREEMENT

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Creator-specific activity, content, brand, sponsor, platform, minor-safeguarding, and offboarding terms aligned with the shared ADHD Esports framework.

Current controlled copy: elementesports.joshdisciple.chatgpt.site/resources/documents

PARTIES, APPOINTMENT, AND TERM

FIELD	COMPLETION
CREATOR LEGAL NAME	
PUBLIC NAME / GAMERTAG	
PRIMARY PLATFORMS	
DIRECT CREATOR LEAD	
EFFECTIVE DATE	
INITIAL TERM / END DATE	
FORMAL REVIEW DATE	
GUARDIAN NAME IF CREATOR IS AGE 13-17	

Agreement terms

This creator-specific agreement mirrors the current framework used by Element's sister organization while applying Element branding, contacts, policies, and reporting structure.

1. Purpose And Appointment

This agreement documents the Creator's appointment to the Element Esports Creator Program and establishes expectations for public representation, content, brand use, campaigns, communication, safety, and offboarding. The Creator reports through the assigned Creator Lead and does not gain management authority, ownership, or authority over another member by joining the program.

2. Volunteer Status And No Guarantee

The Creator participates voluntarily and without wages unless a separate signed agreement expressly provides compensation. This agreement does not create employment, an independent-contractor relationship, partnership, agency, or entitlement to pay. Participation does not guarantee promotion, equipment, sponsorships, audience growth, revenue, affiliate income, campaigns, platform verification, travel, or future paid work.

3. Creator Status And Public Listing

Element Esports may list the Creator on its website, roster graphics, social posts, media kit, or approved partner materials during active participation. Public listing depends on current good standing, accurate profile information, reasonable activity, and continued alignment with organization standards. Removal from a listing may be administrative, temporary, or part of offboarding and is not necessarily disciplinary.

4. Ownership Of Creator Content

The Creator retains ownership of original content, personal channels, accounts, audience relationships, and independently developed creative work. Element Esports does not acquire ownership merely because the content mentions, tags, or visually includes the organization. Commissioned work, collaborative source files, paid campaigns, or content created primarily with organization resources require a separate written allocation of ownership and usage rights.

5. License To Element Esports

The Creator grants Element Esports a nonexclusive, worldwide, royalty-free license during participation to repost, excerpt, resize, caption, format, archive, and promote approved public content featuring the Creator's Element Esports participation. After participation ends, Element Esports may keep accurate historical and editorial archives. Paid advertising, merchandise likeness, raw-file ownership, sublicensing to a sponsor, exclusivity, or materially altered endorsement requires separate written approval.

6. Name, Gamertag, Voice, And Likeness

The Creator authorizes reasonable use of the approved public name, gamertag, biography, headshot, voice, clips, public statistics, and program affiliation for roster, promotional, historical, and editorial purposes. Schedule A should identify any required name, pronoun, credit, safety, or likeness limits. A minor's legal name or identifying information may be used only with guardian approval and the safeguards in this agreement.

7. Brand Representation

- Use only current approved logos, colors, names, slogans, claims, overlays, and templates under the Brand Guidelines.
- Do not alter marks outside approved seasonal or event variations, imply endorsement of an unapproved product, or combine the brand with another organization without approval.
- Do not claim authority to bind Element Esports, announce confidential plans, promise partner deliverables, or speak as an official spokesperson without written authorization.
- Remove or update current-member claims after offboarding; accurate historical references may remain.

8. Activity And Deliverables

The Creator and Creator Lead must complete the activity expectations in Schedule A, which may include livestreams, short-form posts, long-form videos, community appearances, campaign posts, or organization content. The schedule should be realistic and may use a minimum, target, or project-based model. Metrics are goals, not guarantees, and an audience-size target alone should not determine good standing.

9. Communication And Approvals

- Monitor designated creator channels and respond to time-sensitive campaign or safety messages within the Schedule A window.
- Obtain approval before posting unreleased rosters, partnerships, products, codes, giveaways, or coordinated announcements.
- Communicate missed deliverables, platform restrictions, sponsor conflicts, or time-away needs early.
- Use official channels for instructions and keep a written record of material campaign changes.

10. Inactivity, Leave, And Return

The inactivity review threshold belongs in Schedule A. Unexplained inactivity may lead to a check-in, pause in promotion, removal from campaigns or public listings, or release. Health, disability, school, work, caregiving, military, or other personal needs may support a temporary leave or adjusted plan. Communication does not guarantee that a campaign or public listing can be held indefinitely.

11. Conduct And Community Standards

The Creator will follow Element Esports conduct, privacy, safeguarding, minor-participation, reporting, brand, and conflict-resolution standards in public and private organization-related activity. Harassment, discrimination, retaliation, threats, doxxing, fraud, cheating, abuse, repeated targeted hostility, or deliberate misrepresentation may result in corrective action, campaign removal, suspension, or release.

12. Content Safety And Prohibited Material

Content presented as official Element Esports activity must comply with law, platform rules, sponsor restrictions, and organization standards. Illegal content, nonconsensual intimate material, credible threats, dangerous or deceptive stunts, targeted harassment, hate content, fraudulent promotions, undisclosed rigged giveaways, or material that exploits a minor is prohibited. Mature personal content that is lawful but may affect brand or sponsor suitability should be discussed with the Creator Lead before combining it with Element Esports branding.

13. Copyright, Music, And Third-Party Rights

The Creator is responsible for using music, footage, artwork, fonts, game assets, clips, trademarks, and other material they own, license, or are legally permitted to use. Do not submit infringing material as organization content or falsely claim ownership. Copyright claims, takedowns, licenses, releases, and attribution requirements affecting a campaign must be reported promptly.

14. Platform Rules And Account Standing

The Creator must follow the terms, age rules, disclosure tools, monetization requirements, and community standards of each platform used. Material warnings, suspensions, strikes, demonetization, account compromise, or restrictions that affect organization activity must be disclosed privately to the Creator Lead. Element Esports does not control platform decisions or guarantee account recovery.

15. Sponsors, Affiliates, Gifts, And Disclosures

Paid, gifted, affiliate, or sponsored relationships must be disclosed clearly as required by applicable law and platform rules. The Creator must obtain approval before using Element Esports marks in a sponsor activation, accepting an organization-negotiated campaign, promising team inventory or appearances, or promoting a product that conflicts with an Element Esports partner or prohibited category. Schedule A should identify known sponsors and conflicts.

16. Personal Earnings And Taxes

The Creator retains independent platform revenue, subscriptions, donations, tips, ad revenue, and personal sponsorship income unless a separate written campaign agreement says otherwise. Revenue shares, affiliate splits, flat fees, product-only compensation, expense reimbursement, payment timing, tax documents, and campaign ownership must be stated in a written addendum before the work begins. Each party remains responsible for its own tax obligations unless law says otherwise.

17. Exclusivity - Optional

No exclusivity applies unless Schedule A selects and defines it. If selected, the scope must state the covered content organization, sponsor category, platform, title, territory, and term plus reasonable exceptions. Casual collaborations, charity streams, school or military activity, personal sponsors, and preexisting commitments should be addressed explicitly. An unchecked or undefined exclusivity clause creates no restriction.

18. Organization Campaigns And Deliverable

CHANGES A campaign addendum should identify the brief, content, deadline, platform, approvals, disclosures, usage rights, compensation if any, revision limit, cancellation terms, and sponsor restrictions. Material changes require mutual written confirmation. The Creator is not required to perform undisclosed deliverables or personally fund a campaign expense that was not approved in advance.

19. Privacy And Personal Information

Element Esports will limit collection, access, use, and retention of personal information under its Privacy Policy. The Creator must not publish another member's legal name, address, school, schedule, private contact information, financial details, health information, or real-time location without a valid need and permission. Identity or tax information should use an approved private method rather than ordinary Discord messages.

20. Confidentiality And Account Security

The Creator must protect unreleased campaigns, partner terms, private member information, credentials, drafts, analytics shared in confidence, and internal discussions. Organization access may be used only for approved work. Use unique passwords and multi-factor authentication where available, report suspected compromise immediately, and return or remove shared access and files during offboarding. A separate NDA may apply to higher-risk projects.

21. Minor Creator Safeguards

- A creator age 13-17 requires verified written parent or legal guardian permission before acceptance and guardian signature on this agreement. - The guardian must approve material campaigns, monetization terms, use of legal name or identifying likeness, and every separate commercial agreement. - Organization communication must use official, logged channels with guardian or second-authorized-adult visibility whenever practical. - Minor creators may not promote gambling, wagering, alcohol, nicotine, cannabis, sexually explicit material, or other age-restricted products. - Participation is online only and does not authorize organization-sponsored travel, lodging, transportation, LANs, public meetups, or in-person content activity. - A guardian may withdraw permission in writing, ending future participation after reasonable access closure and record-preservation steps.

22. Support, Feedback, And Accessibility

Element Esports will provide a named Creator Lead, reasonable access to applicable policies and brand resources, and a route for questions or concerns. The Creator should communicate accessibility, health, burnout, work, school, family, or caregiving needs early enough for practical planning. Element Esports may adjust expectations where reasonable but does not guarantee campaigns, audience results, or professional medical or financial support.

23. Conflict Resolution And Protected Reporting

Ordinary concerns should follow the Conflict Resolution Policy. Conduct, safety, safeguarding, integrity, privacy, or security concerns should use the Incident Report or Report a Concern process. Nothing in this agreement prohibits good-faith reporting to emergency services, law enforcement, a regulator, platform, sponsor, or other appropriate authority. Public non-disparagement language must not suppress protected or good-faith reporting.

24. Policy Changes And Notices

Element Esports may update organization-wide policies for safety, legal, platform, sponsor, or operational reasons. Material changes should be communicated through an official channel. A change to compensation, usage rights, exclusivity, term, governing law, or another negotiated material term requires a written amendment accepted by the affected parties and guardian when applicable.

25. Suspension, Termination, And Offboarding

Either party may end participation by written notice. Element Esports may immediately suspend campaigns, promotion, or access while reviewing serious safety, confidentiality, platform, sponsor, or conduct concerns. Final removal may follow a material breach, repeated nonperformance, inactivity, loss of eligibility, program restructuring, or another documented decision. Offboarding includes access closure, equipment return, confidential-material handling, cancellation or reassignment of open campaigns, removal of current-member representation, and preservation of approved historical posts.

26. Governing Terms And Entire Agreement

The completed agreement, Schedule A, and listed addenda contain the parties' understanding for Creator Program participation. Leadership and legal review must resolve governing law, notices, severability, amendment authority, dispute terms, and jurisdiction-specific requirements before signature. A signed campaign addendum controls only for that campaign to the extent it states a different term.

Schedule A - Creator-Specific Terms

Do not sign until every applicable field is completed or marked not applicable. Attach separate prize, travel, equipment, sponsor, campaign, compensation, or project addenda when needed.

FIELD	AGREED TERM
Approved public name / credit	
Primary platforms / channels	
Activity model	
Normal content expectation	
Organization deliverables	
Message response expectation	
Inactivity review threshold	
Required profile / tag / overlay	
Exclusivity	
Permitted collaborations / exceptions	
Current sponsors / affiliate programs	
Known partner conflicts	
Compensation / revenue share	
Organization-provided equipment / accounts	
Name / likeness limits	
Guardian communication method	
Additional terms / attachments	

Acknowledgment and signatures

The undersigned confirm that the agreement and completed Schedule A were reviewed, that blank optional provisions do not create hidden obligations, and that no unsigned draft should be treated as executed. Appropriate legal review is required before use.

Creator: _____ Date: _____

Element Esports representative: _____ Date: _____

Parent / legal guardian: _____ Date: _____

Questions or requests for an accessible copy: contact@elementesports.com