

# Terms and sales conditions

### PURPOSE

The purpose of these General Conditions of Sale is to specify the conditions for Attendees and Sponsors to participate in and have access to the Game Connection events, organized by CONNECTION EVENTS SARL located 77 rue de Sèze, 69006 Lyon, France, registration N° 490 769 494. Game Connection is an event whose purpose is to allow meetings among the main market players in the video game industry and to organize conferences, workshops and Master Classes for them.

### Game Connection 2021 Online Winter Edition, 29th Nov – 3rd December 2021

"Sponsors", will describe hereinafter companies sponsoring the event refers to companies having expertise, game, project or service to sell or promote; "Attendees", will describe hereinafter companies not sponsoring the event refers to companies having expertise, game, project or service to sell or promote.

All packages offered by CONNECTION EVENTS in the regards of Game Connection events are global offers as unique service eligible to the French VAT according to Article 44 of the European directive 2006/112/CE.

CONNECTION EVENTS reserves the right to refuse without justification the registration of person registering for Let's Meet. Registration to Game Connection events implies the acceptance of these general and particular conditions of sale.

# TERMS AND CONDITIONS OF REGISTRATION

Registration to Game Connection is exclusively reserved to Companies carrying out their activities in the video game industry (including development, production, edition, distribution, outsourcing and other services). The registration of Attendees will also be subjected to their compliance with the Financial Conditions mentioned hereunder.

### INTERMEDIARY SUPPORT AND MEETING ORGANIZATION

CONNECTION EVENTS exclusively assures the role of intermediary support within the scope of the event, in making available to the participants the necessary services and infrastructures, as well as giving them access to a meeting scheduler system (called hereinafter Let's Meet) to help them organize their schedule of meetings with other attendees and to register for specific sessions.

CONNECTION EVENTS shall be bound by an obligation of means in the organization of the schedule of meetings, by implementing all the means necessary so that the meeting requests made by the Attendees can be executed and transmitted. CONNECTION EVENTS reserves the right to limit access to Let's Meet at any time. Let's Meet's projected availability dates will be disclosed to Attendees at the earliest convenience.

However, it remains possible that the Attendees' meetings accepted by both parties cannot be matched technically with the availability of the interlocutor requested. In such cases, CONNECTION EVENTS will inform the users of this non-availability, and will attempt to reach an alternative solution with them.

CONNECTION EVENTS reiterates that it plays no role in the discussions or in any relationship that may be undertaken between Attendees and third parties with whom they may make contact within the scope of the event. CONNECTION EVENTS offers no guarantee to the Attendees for the conclusion of any sale, agreement or transaction of any kind with the parties they will have made contact with within the scope of the event. CONNECTION EVENTS, moreover, declines all responsibility concerning any damage/loss of any kind that may be suffered by the Attendees because of the meetings organized with the parties with whom they will make contact within the scope of the event, or further, due to the conclusion of sales, agreements or transactions of any kind entered into with the latter parties.

#### LIMITATION OF RESPONSIBILITY

If, for reasons of force majeure, acts of God, or reasons not imputable to CONNECTION EVENTS (such as natural disasters, wars, disturbances, strikes, epidemic, breakdown or obstruction of traffic and communication), it becomes impossible to hold the event on the planned days and dates at the venue, or if the period of the rental thereof has to be reduced or its dates modified for the same reasons, CONNECTION EVENTS will not be bound to refund the sums paid by the Attendees and Sponsors, any damages excluded. For all other reasons, not imputable to the Attendees or Sponsors, CONNECTION EVENTS will not be bound to refund the sums paid on account of their registration for GAME CONNECTION. According to circumstances, CONNECTION EVENTS can decide to refund a part of the sums paid by the Sponsors and Attendees. In this case, CONNECTION EVENTS would refund to Sponsors and Attendees a portion of any Fees already paid to CONNECTION EVENTS, after which Sponsors and Attendees will have no further recourse against CONNECTION EVENTS. CONNECTION EVENTS offers no guarantee, and shall be released from any responsibility with respect to evenings, travel arrangements, and formal or informal meetings taking place outside the location reserved for the event at the Conference Center where the Sponsors and Attendees shall be solely responsible in these circumstances.

#### PERSONAL DATA PROTECTION

Data given by the registrant, including the photographs which may be required on the site of the event, are essential to the registration in Game Connection events. This data is communicated to the third parties with which CONNECTION EVENTS contracts for the needs of the event, and can be used, within this framework, on all supports of communication and advertising relating to Game connection, for year 2008 and

onward. In conformity with the article 34 of the French Law "Informatique et Libertés" of January 6th 1978, each Member has the right to have access to, modify, correct or cancel any data about them or their company. If any mandatory information required for the correct functioning of the site and its services or of the event should be deleted, CONNECTION EVENTS reserves the right to suspend or cancel the Services or the attendance to the event. Some publications made by Connection Events (including but not limited to the printed Game Connection Directory) are subjected to deadlines. It becomes impossible to modify, correct or cancel any data after the deadline. **DISPUTES** 

These conditions shall be subjected to French law. In case of controversy or dispute, the parties agree to meet and attempt to agree upon an amicable solution thereto. In the event the parties do not reach an amicable settlement, the controversy or dispute will be referred to the competent jurisdiction falling under the Court of Appeal of LYON, France.

# PARTICULAR CONDITIONS

# FINANCIAL CONDITIONS - SPONSORS

Sponsor must pay 100% of the total amount, exclusively in Euro, corresponding to the level of service chosen on the registration form, in order to have their sponsorship visible to Attendees Any additional financial or bank Fees related to a payment made by check, bank transfer or Credit Card fall on the registrant.

Cancellation by the Sponsor of its participation to Game Connection will not be refunded.

### TERMS OF SERVICES: WWW.GAME-CONNECTION.COM

Connection Events (the "Company") offers www.game-connection.com (the "Website") according to the Terms of Service declared below. The Company reserves the right to modify these terms without notice. Your continued usage of the Website constitutes your acceptance of these terms, available at http://www.game-connection.com. Violation of any terms may result in removal of your postings and termination of your user account. Questions about the Terms of Service may be sent to this address: sales@game-connection.com

### Usage Terms

- You may not use the Website for any illegal activity or to violate laws in your jurisdiction.
- You may not exploit the Website to access unauthorized information.
- The Company reserves the right to modify, suspend, or discontinue the Website for any reason, with or without notice.
- The Website is provided "as is" and "as available". You assume complete responsibility and risk for your use of the Website. The Company does not warrant that (i) the Website will meet your requirements, (ii) you will be satisfied with the Website, (iii) you will at all times be able to use the Website, (iv) the Website will be without errors, (v) or that any errors will be corrected.
- Should any provision of this Terms of Service be found invalid or unenforceable, the remaining terms shall still apply.
- This Terms of Service constitutes the entire agreement between you and the Company and supersedes any and all previous agreements, written or oral, between you and the Company, including previous versions of the Terms of Service.

### User Conduct

- Users may not post Content (as defined below) that:
- is unlawful, threatening, libelous or defamatory;
- violates any party's intellectual property; or
- is detrimental to the quality or intended spirit of the Website.
- Examples of unacceptable Content or behavior on the Website include:
  abuse, harassment, threats of violence, intimidation of any person or
  - organization, or any other threatening behavior;
    posting content that is libelous, abusive, obscene, discriminatory or otherwise objectionable;
  - engaging in or contributing to any illegal activity or activity that violates others' rights;
  - providing information that is false, misleading or inaccurate;
  - hacking or modifying the Website to falsely imply an association with the Company;
  - implying or pretending to be affiliated with a company or organization with which you are not affiliated, or misrepresenting the extent of your affiliation or role with an affiliated company or organization; or
  - disclosing personal, confidential or proprietary information of another user, person or organization that you do not have the right to disclose or make available under any law or under contractual or fiduciary relationships
  - falsely states, impersonates or otherwise misrepresents your identity, including but not limited to the use of a pseudonym, or

misrepresenting your current or previous positions and qualifications, or your affiliations with a person or entity, past or present;

- includes any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;
- contains software viruses or any other computer code, files or programs that interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment of The Company or any User of The Website;
- adds to a content field content that is not intended for such field (i.e. submitting a telephone number in the "title" or any other field;
- At any time, the Company can refuse to allow a posting or remove a posting at its sole discretion. However, The Company is not obligated to restrict or monitor submissions in any way, or to block users who submit inappropriate content.
- You may not submit Content using unauthorized automated methods ("bots").

• An individual may not create more than one account.

# Copyright and Ownership

- Any words, definitions, or other information (collectively, "Content") posted on the Website shall remain your property, and you shall be solely responsible for your Content and the consequences of posting or publishing it.
- In order to keep Content confidential on the Website, you must ensure that your Content is not marked "Public" in the project edition page. The Company is not liable for any damages or losses resulting from the Website displaying or transmitting any confidential Content including instances that result from technical or human errors, omissions or updates to the Website.
- The Company is not liable for any damages or losses resulting from the Website transmitting information such as personal messages over unencrypted networks such as email.

### **Participation Disclaimer**

The Company cannot control all Content posted by third parties to the Website, and does not guarantee the accuracy, integrity or quality of such Content. You understand that by using the Website you may be exposed to Content that you may find offensive, indecent, incorrect or objectionable, and you agree that under no circumstances will the Company be liable in any way for any Content, including any errors or omissions in any Content, or any loss or damage of any kind incurred as a result of your use of any Content. If you would like to report objectionable materials, you may report it to this address.