

## Terms and sales conditions

### PURPOSE

The purpose of these General Conditions of Sale is to specify the conditions for Exhibitors and Visitors to participate in and have access to the Game GAMEEVENTS&MEDIA, organized by GAMEEVENTS&MEDIA located 16192 Coastal Highway Lewes, Delaware 19958-9776 County of Sussex, United States. 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 America (San Francisco – USA), 18<sup>th</sup> – 22<sup>st</sup> March 2019

"Exhibitors", will describe hereinafter companies exhibiting at the event refers to companies having expertise, game, project or service to sell or promote; "Attendees" or "visitors", will describe hereinafter companies not exhibiting at the event refers to companies having expertise, game, project or service to sell or promote.

"Premium access", will describe companies or individuals who have signed up for a non-limited Let's Meet package.

"Blocked access", will describe companies or individuals who have signed up for a blocked Let's Meet package. This access reduces to 0 the number of meeting requests those users can send to each other. In the event a user would like to send more requests, he should buy the adequate "Premium Access".

GAMEEVENTS&MEDIA reserves the right to refuse without justification the registration of person registering for Let's Meet. Registration, as an Exhibitor or Attendee, to Game GAMEEVENTS&MEDIA, 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 Exhibitors and Visitors will also be subjected to their compliance with the Financial Conditions mentioned hereunder, and will only be considered within the limit of the number of Exhibitor places available at Game GAMEEVENTS&MEDIA.

### INTERMEDIARY SUPPORT AND MEETING ORGANIZATION

GAMEEVENTS&MEDIA 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 (Exhibitors, Visitors) and to register for specific sessions.

GAMEEVENTS&MEDIA 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 Exhibitors and Visitors can be executed and transmitted. GAMEEVENTS&MEDIA 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 Exhibitors and Visitors meetings accepted by both parties cannot be matched technically with the availability of the interlocutor requested. In such cases, GAMEEVENTS&MEDIA will inform the Exhibitors and Visitors of this non-availability, and will attempt to reach an alternative solution with them. GAMEEVENTS&MEDIA reiterates that it plays no role in the discussions or in any relationship that may be undertaken between Exhibitors, Visitors and third parties with whom they may make contact within the scope of the event.

GAMEEVENTS&MEDIA offers no guarantee to the Exhibitors and Visitors 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. GAMEEVENTS&MEDIA, moreover, declines all responsibility concerning any damage/loss of any kind that may be suffered by the Exhibitors and Visitors 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.

### INSURANCE

As well as insurance covering the items exhibited and, more generally, all movable and other elements, such as the intellectual property rights attached to its creations, which belong to it, Exhibitors and Visitors shall be bound to take out, at their own cost, full insurance coverage for the risks run by themselves and their staff or run by third parties. GAMEEVENTS&MEDIA and the Convention Center hosting the convention shall be deemed to be released from any responsibility in this regard, in particular in case of any loss, theft or damage. The insurance policy taken out by Exhibitors and Visitors must include an explicit clause that waives any recourse against GAMEEVENTS&MEDIA and the Convention Center.

### LIMITATION OF RESPONSIBILITY

If, for reasons of force majeure, acts of God, or reasons not imputable to GAMEEVENTS&MEDIA (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, GAMEEVENTS&MEDIA will not be bound to refund the sums paid by the Exhibitors and Visitors, any damages excluded. For all other reasons, not imputable to the Exhibitors and Visitors, GAMEEVENTS&MEDIA will not be bound to refund the sums paid on account of their registration for GAME CONNECTION. According to circumstances, GAMEEVENTS&MEDIA can decide to refund a part of the sums paid by the Exhibitors and Visitors. In this case, GAMEEVENTS&MEDIA would refund to Exhibitor a portion of any Fees already paid to GAMEEVENTS&MEDIA, after which Exhibitor will have no further recourse against GAMEEVENTS&MEDIA. GAMEEVENTS&MEDIA 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 Exhibitors and Visitors 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 GAMEEVENTS&MEDIA. This data is communicated to the third parties with which GAMEEVENTS&MEDIA 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 him/herself or his/her company. If any mandatory information required for the correct functioning of the site and its services or of the event should be deleted, GAMEEVENTS&MEDIA reserves the right to suspend or cancel the Services or the attendance to the event. Some publications made by GAMEEVENTS&MEDIA (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

#### EXHIBITORS

Unless s/he obtains the prior agreement of GAMEEVENTS&MEDIA, the Exhibitor will not be able to offer demonstrations of products other than those mentioned on the registration form, in particular products that are designed or distributed by unregistered companies, or companies whose participation has not been accepted. GAMEEVENTS&MEDIA assures the Exhibitor of his/her confidentiality concerning the holding of the Exhibitor's meetings, limited to non-disclosure of the meetings organized by the Exhibitor through Let's Meet, and of the identity of the interlocutors present at these meetings. Exhibitors are nevertheless advised to exercise the utmost discretion at the time of holding their private meetings. Sound must be maintained at a level that is not disruptive to neighboring exhibitors.

GAMEEVENTS&MEDIA cannot, in any case, be held responsible for any damage/loss suffered by the Exhibitor and/or its interlocutors because of information that might be obtained by third parties during the holding of said private meetings.

The stands are allocated according to GAMEEVENTS&MEDIA needs. In case of special and justified request or appliance to the specific offer or option, GAMEEVENTS&MEDIA will allocate the exhibitor with complying facility based on availabilities. GAMEEVENTS&MEDIA reserves the right to modify the layout of the stands until the beginning of the event, if need be, depending on the evolution of the event, and on the competitive situation of participants, where the Exhibitor will be unable to claim any compensation whatsoever for such modifications.

If any object is to be laid beside the stand, the Exhibitor must have GAMEEVENTS&MEDIA's agreement or have duly compelled the specific option created for that purpose. GAMEEVENTS&MEDIA reserves the right to have any installation installed outside the stand of the Exhibitor tore down or moved based on Security regulations or any other reason. Exhibitors will be free to decorate the inside of the stand allocated to them as they wish, where, however, GAMEEVENTS&MEDIA reserves the right to prohibit all or part of materials, panels or products, which do not correspond to the standards of the event or may damage the materials (wall, carpet, furniture,...) of the stand. Exhibitors must return the stands in their original state, and will be held responsible for any damage and any indelible marks. In any case, GAMEEVENTS&MEDIA shall be released from any responsibility linked to any damage to the stands.

Exhibitors cannot sublet in whole or in part the stands to any person or legal entity during the event, especially to companies whose registration to Game Connection has not been retained.

### FINANCIAL CONDITIONS

Participants registering for an Attendee offer must pay the total amount, exclusively in Euro, at the time of registration. Participants registering for an Exhibitor offer must pay at least 50% of the total amount, exclusively in Euro, corresponding to the level of service chosen, at the time of registration or in the following week (Credit Card,

Wire/Bank Transfer). Whatever the date of registration, entry will be denied to companies unless the balance of their invoice is cleared.

Exhibitors benefiting different from SEB or EB discount shall pay 100% of the total amount, exclusively in Euro, corresponding to the level of service chosen on the registration form, before the deadline of the discount used. Discounts are not applicable after the deadline mentioned on the registration form. Should the payment not be confirmed by the deadline of the discount, the price will be raised to its listed full price.

In the case of bundle booking Exhibitors must pay 50% at their registration and the 50% that remains at Game Connection Europe, Paris – France Early Bird deadline.

The only valid payment date for the evaluation of deadlines is the date GAMEEVENTS&MEDIA receives the funds on its bank account. No other dates will be taken into consideration except specific agreement mentioned on the invoice or quote.

The balance must be paid to GAMEEVENTS&MEDIA no later than one month after the Exhibitor's registration or by the discount deadline if any, providing which GAMEEVENTS&MEDIA reserves the right to cancel the Exhibitor's registration, deny the Exhibitor access to the show floor and/or close the online account which is necessary to arrange the meetings, and will retain the sums already paid by the latter. Exhibitors registering after the early bird deadline shall be deemed to pay the full price corresponding to the level of service chosen at the time of registration.

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 Exhibitor or the Attendee of its participation to Game Connection will not be refunded.

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

GAMEEVENTS&MEDIA (the "Company") offers [www.game-connection.com](http://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](mailto: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](#).