1. Organizer

TACTICAL ADVENTURES, a French Company registered with the Paris public register under n°841 226 319 with its registered office located 26 rue du Renard 75004 Paris, France (hereinafter the "Organizer"), has created a video game called "Solasta II" (hereinafter the "Video game") and arranges a writing contest (hereinafter the "Contest") which terms and conditions are defined hereunder (hereinafter the "Rules").

2. Participant

The Contest is open to any person who has filled the online form accessible at <u>https://link.solasta2.com/TradeAndSail</u> (hereinafter "the **Website**"), of any nationality, aged 16 or more on the day of participation to the Contest. Participation is limited to one per household for each Contest's theme. A single Participant cannot participate twice in the same theme. Each Participant states being major under their national legislation or being minor (aged 16 or more) but having received the express authorization to participate in the Contest from the person having parental authority over them (proof of such authorization may be asked). Participation in the Contest constitutes unconditional acceptance of the Rules.

3. Description of the Contest and dates of the Contest

The Contest consists for the Participants in (i) completing a form describing, in English exclusively, a trade boat and its captain (the **Submission**), according to the instructions available on the Website, and (ii) publishing said Submission, on the dedicated online form, named '*Trades & Sails – Community Contest*" accessible at the address <u>https://link.solasta2.com/TradeAndSail</u> (any Submission published elsewhere will not be taken into account for the Contest). After the publication of the Submission, Participant will not be able to abandon their participation and their Submission will be freely accessible to the Organizer, according to the Rules.

The contest will start on 2025/04/08 and will end on 2025/04/22.

4. Winners' Designation

The winners of the Contest are the Participants whose Submissions are selected by the Organizer based on merit according to its own subjective assessment and appreciation, following a thorough review of the Submissions (hereinafter the "Winners"). By participating to the Contest, Participants expressly authorize the Organizer to publish the username they entered the Contest with, on the Organizer's website and on any other support in relation to the Contest and/or the Video game. The Winners will be informed via a news article on the Organizer's websites. The selection of the Winners by the Organizer is final and cannot be challenged or appealed by the Participants.

5. Description of the prize

The Winners of the Contest will be provided with a prize composed of (i) a PDF file of the Solasta Revised Campaign Sourcebook, (ii) a Steam Key of the upcoming Solasta II game, (iii) an exclusive role on the official Solasta Discord Server, (iv) the implementation of their Submission in the Video game and (v) their name in the credits of the Video game (hereinafter the "Prize"). Prizes are only composed of the above, excluding anything else. Finally, the Organizer intends to make it clear that the Prize is the only reward for the Contest and the Prize may not be the ground for any dispute of any kind, for its exchange or replacement for any reason whatsoever.

6. Intellectual Property

6.1 **Participants Warranties:** Participants warrant that they are the sole authors of the Submission and content(s) they may have produced and published in the context of the Contest. To that extent, Participants warrant (i) that they own all necessary intellectual property rights over the said Submission, (ii) the quiet enjoyment of the Submission against all troubles and claims from any third party, (iii) that the said Submission does not constitute an infringement to any pre-

existent works and more generally, that it does not restrict or affect third party rights. They also undertake to warrant the Organizer against any conviction in principle, interests and accessories, that could be pronounced against it as a result of the use of the Submissions. The Organizer being the sole owner of intangible elements like its websites, the Website, the trademarks and designs, images, photography and texts displayed on its websites and the Website, Participants refrain from infringing, directly or indirectly, the property rights of the owner on those elements.

- 6.2 Assignment of intellectual property rights of the Winners to the Organizer: The Submissions are likely to be protected by intellectual property rights. Hence, the Winners grant the Organizer all of intellectual property rights over the Submissions.
- They grant their exploitation's right, and notably (a) the right to incorporate and to exploit all or part of the Submissions in data bases, multimedia works, video games, in the context of an online and/or offline exploitation, (b) the right to grant a third party, in whatever form it shall take, notably by an assignment, a license or another contract, at no cost or for value, all or part of the granted rights in the Submissions, temporarily or permanently, (c) the right to authorize reproduction, representation, publication and edition in all or part of the Submissions as well as of all the main features of the Submissions for the exploitation by any processes and on any formats, including for the promotion and/or advertising of the Video game (in its actual version or all future versions).
- They grant **their reproduction's right** and notably (a) the right to fix, to reproduce, to register, to copy, to digitalize, all or part of the Submissions, by any means, in all processes, medium, formats and supports and for any purposes, notably for commercial use of the Video game.
- They grant their right of representation and notably (a) the right to represent, broadcast, communicate, all or part of the Submissions all over the world, by any means and on any support, notably by radio, wire, satellite, digital television, Hertzian television, TNT, XDSL, WebTV, Catch-up TV, Podcasting, fixed and/or mobile television, Internet, Intranet, wireless telephony networks, and all electronic communication networks, in all places and for any purposes, notably for promotion, demonstration, advertisement and commercial exploitation of the Video Game (in its actual version or all future versions).
- They grant **their right of adaptation** notably includes the right to adapt, to translate in any languages, to correct, to have all or part of the Submissions evolved, the right to integrate them into any existing or future works, in any format and by any processes.
- They grant **their right of derived commercialization** which notably consists in (a) the right to make, to distribute, to sell, to rent, to lend, to edit, to commercialize or to use in any forms, products, objects or dematerialized services that incorporate or derives from all or part of the Submissions as well as any of main characteristics of all or part of the Submissions in their substance, their form, their design, their packaging and their presentation, by any process.

The current assignment is exclusively granted to the Organizer for the entire world and for the legal duration of the intellectual property rights protection over the Submissions and its potential legal extensions. Thus, Winners are prohibited from using to their own profit, from granting or licensing all or part of the intellectual property rights over the Submissions to any third party, in no way or for any reason, whether all or part of the Submissions are used or not or whether they are integrated or not into the Video game.

In consideration for this assignment, Winners expressly acknowledge that the compensation consists of the Prize and the exposure and recognition that result from the Prize. Winners further waive any claim for additional compensation beyond the aforementioned consideration. The assignment of rights is irrevocable, and Winners expressly agree that no challenge, dispute, or claim regarding this assignment shall be entertained.

7. Winner's moral right

The Organizer undertakes to respect the Winner's moral right and to mention their name on the Video game credits.

8. Privacy Policy

The personal data collected by the Organizer is:

- the username entered by the Participants in the Contest;

and in case of a request for the reimbursement of the participation costs:

- the name and surname of the Winner;
- a copy of the identity card;
- the RIB or IBAN
- service providers invoices.

These personal data are only used to identify the Participants and the Winners of the Contest. This data will not be used for any other reasons and will be used neither for information's reasons nor for external communication purposes related to the activity or actuality of the Organizer. Consequently, the Organizer undertakes (i) not to use the collected data, directly or indirectly, for promotional purposes, (ii) not to assign them to anyone, and (iii) to destroy them at the end of year 2026, at the latest. Any Participant has the right to oppose, access, rectify or suppress their personnel data with the data controller: M. Girard, by writing to the following address: <u>contact@tactical-adventures.com</u>. Finally, Participants are informed that during their connection to the Contest dedicated Website, one or more cookie(s) may be installed automatically via the navigation software they use. It is therefore possible for the Participant to set their navigation software in order to be informed of the presence of such cookies and to refuse them.

9. Responsibility

Participation to the Contest involves the use of the Internet network. Participants state that they are aware of the instability, limitations and risk inherent to the Internet network. Therefore, the Organizer may, under no circumstances, be held responsible for indirect, incidental, consequential, special, foreseeable or unforeseeable damages, arising out of or relating to the participation to the Contest and notably – without that list being exhaustive - the Organizer shall not be responsible: for the non-receipt of a Submission, for the loss of data and files or for software operating losses.

10. Loyalty

Participation in the Contest implies full acceptance of the Rules and will be in good faith and in a loyal way. Thus, every incorrect, incomplete, fraudulent or deceptive statement results in immediate disqualification of the Participant who will - in no way - be able to seek the Organizer's responsibility or ask for compensation. Each Participant also undertakes not to try and access the Website or the Organizer's website for any other purpose than a loyal participation in the Contest. Therefore, any act of hacking or attempted hacking, or any act interfering with the normal operation of the Website or the Organizer's websites or having the purpose of accessing or attempting to access Organizer's confidential data, will result in immediate disqualification of the Participant, without prejudice of any legal action against him.

11. Reimbursement of participation costs

The participation to the Contest is free and each Participant should obtain the reimbursement of the participation costs. However, since the participation to the Contest only requires an Internet

connection and that most of the world's Internet service providers offer subscriptions with unlimited Internet access, the Organizer will not support connection fees. By exception, the Organizer will reimburse the participation costs of the Participant on the basis of 0.01 euros all taxes included per minute of connection, provided that the Participant sends a written request to the Organizer's postal address along with (i) proof of their limited Internet subscription and a proof of their connection(s) to the Website, (ii) a copy of their identity card, and (iii) their complete banking details (RIB or IBAN).

12. Applicable Law

The Rules are subject to French law. Disputes that may arise during the implementation and interpretation of the Rules are subject to French courts.