

## **1. Organizer**

TACTICAL ADVENTURES, a French Company registered with the Paris public register under n°841 226 319 with its registered office located 20 rue Sainte Croix de la Bretonnerie 75004 Paris (hereinafter the “Organizer”), France has created a video game called “Solasta: Crown of the Magister” (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 <https://forms.gle/wD6sc2TwtgBDWTPe6>, of any nationality, aged 16 or more on the day of participation to the Contest. Any minor under their own national legislation states that they have the express authorization to participate to the Contest from the person who has parental authority over them. The proof of such authorization may be asked by the Organizer to minor(s) who won.

Furthermore, the Organizer limits participation to one per household for every Contest’s rounds. A single Participant cannot participate twice to the same round but can however participate to every round. Each Participant states being major under its national legislation or being minor but having received the express authorization to participate to the Contest from the person having parental authority over them, and declares they have read, understood and accepted the Rules, without reserve.

## **3. Contest’s access terms and conditions**

The Contest is accessible to Participants from the online form (hereinafter “the **Website**”) <https://forms.gle/wD6sc2TwtgBDWTPe6>.

## **4. Languages**

To ensure the Participants’ equal chances, the sole language of the Contest is English.

## **5. Times and dates of the Contest**

The contest will start on August 23<sup>rd</sup> 2021 and will end on September 5<sup>th</sup> 2021 at 11:59 pm PDT.

## **6. Description of the Contest**

The Contest consists for the Participants in (i) completing a form in English, describing the design of a sub-class (the **Submission**), according to the instructions available on the Website, and (ii) publishing said Submission, on the dedicated Google Form, named “*Wishing Well - Druid Circle*” accessible at the address <https://forms.gle/wD6sc2TwtgBDWTPe6> (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. Only one Submission can be published by each Participant.

## **7. Winners’ Designation**

The winners of the Contest are the Participants whose Submissions are selected by the Organizer (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 website.

## **8. Description of the prize**

The Winners of the Contest will be provided with a prize composed of (i) an exclusive Solasta forums badge, (ii) the implementation of their Submission in the Video game and (iii) their name in the credits of the Video game. 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 of the contest.

## 9. Awarding the prize

The prize may not be the ground for any dispute of any kind, for its exchange or replacement for any reason whatsoever.

## 10. Intellectual Property

11.1 **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 do not constitute an infringement to any pre-existent works and more generally, that they do not restrict or affect third party rights. They also undertake to warrant the Organizer against any conviction in principal, 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 element like its Internet website, the Website, the trademarks and designs, images, photography and texts displayed on its Internet website and the Website, Participants refrain from infringing, directly or indirectly, the property rights of the owner on those elements.

11.2 **Assignment of intellectual property rights of the Participants to the Organizer:** The Submissions are likely to be protected by intellectual property rights. Hence, the Participants 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 have fixed, to reproduce, to have reproduced, to register, to have registered, by any means, all or part of the Submissions in all processes, medium, formats and by using all the aspect ratios, in two or three dimensions, as well as fixed photographs of all or part of the Submission and content(s), (b) the right to establish or to have established, to exploit or to have exploited all the originals, doubles or copies of all or part of the Submissions, by any processes, by any medium and using any formats, (c) the right to put these originals, doubles and copies into circulation or to have them put into circulation and to exploit or to have exploited them on all formats, by any electronic communication networks and/or stationary or mobile radio communication networks and/or fixed or mobile telecommunication networks and more generally, by all means of provision to the existing and future public, of all or part of the Submissions, (d) the right to digitalize or have them digitalized, to modulate them, to have them modulated, to compress and decompress them, to have them compressed or decompressed, to memorize them and have them memorized, to reproduce them, to have them reproduced, as well as to store them and to have them stored, notably for their transfer and/or diffusion and/or exploitation on any formats and by any processes.

- They grant **their right of representation** and notably (a) the right to represent all or part of the Submissions or to have them represented all over the world, 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 the private places or the places accessible to the public, and by any processes, on any formats, at no cost or with a flat fee subscription or with an individualized price, (b) the right to communicate the broadcasting of all or part of the Submissions, in a place accessible to the public, (c) the right to broadcast all or part of the Submissions or to have them broadcasted all over the world, with any kind of public, on all electronic communication networks (notably computer, telematics, internet) and by any processes, (d) the right to represent all or part of the Submissions, to the public in cultural and educational, private or public, French or foreign institutions such as museums, libraries, educational or training establishments..., in internal company networks, corporate groups and any other groups of natural or legal persons, public or private, French or foreign, (e) the right of exploitation of all or part of the Submission and content(s) by linear or interactive, analogical or digital videograms, including notably DVDs, video tapes, video discs, CDI, CD-Rom, DVD-Rom, DVD, CDV, Blu-Ray Disc, digital discs, hard discs, USB keys, memory cards, flash memory, SD cards and those in the same category, intended for sale, rent or loan for private use by the public or public use, (f) the representation to the public of all or part of the Submissions, in any events and for example to provide information, promotion, demonstration and advertisement 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 correct, to have all or part of the Submissions evolved, the right to make new versions of the Submissions or new developments based on all or part of the Submissions, the right to keep, to change, to organize, to combine, to condense, to transcribe, to digitize, to mix all or part of the Submissions, the right to translate them in any languages, to adapt them to any artistic kind, the right to interface them with whichever software, hardware or database, the right to integrate them into any existing or future works, on any formats 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 and/or objects that incorporate 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, (b) the right to commercially use products and/or dematerialized services such as SMS, MMS, chat, games, multimedia creations, downloads, cellular phones customization elements such as ringtones, wallpapers, flash animations, etc. which reproduce or use all or part of all or part of the Submissions, as well as any main characteristics of all or part of the Submissions, (c) the right of distribution includes notably the right to broadcast all or part of the Submissions, to have them broadcasted, the right to commercialize them or to have them commercialized, the right to market them or to have them marketed, at no cost or for value, including by renting or selling copies of all or part of the Submissions, on any formats, by any processes and to all public.

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, Participants 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.

## 11. Winner's moral right

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

## **12. Privacy Policy**

The personal data collected by the Organizer are:

- 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 Winner of the Contest. These 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 2021, 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: [contact@tactical-adventures.com](mailto:contact@tactical-adventures.com). 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.

## **13. Responsibility**

Participation to the Contest involves the use of the Internet network. Participants and voters 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/or to the votes, and notably – without that list being exhaustive - the Organizer shall not be responsible: for the non-receipt of a Submission, for the non-recognition of a vote, for the loss of data and files, for software operating losses, for risks associated with Internet connections, for Internet failures, for failures of equipment and cables, for effects of viruses, bugs or technical failures.

## **14. 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. Minors to declare having parental authorization when it is not the case, having provided illegible, truncated or falsified documents... are regarded as incorrect, incomplete, fraudulent or deceptive statements. 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 website 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.

## **15. 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 his/her limited Internet subscription and a proof of his/her connection(s) to the Website, (ii) a copy of his/her identity card , and (iii) his/her complete banking details (RIB or IBAN).

**16. 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.