

GLOOMHAVEN ANNIVERSARY CONTEST

ARTICLE 1 – ORGANIZING COMPANY AND PERIOD

ASMODEE DIGITAL, a simplified joint stock company with a single shareholder, existing under the laws of France, registered at the Registry of Commerce of Versailles, under number 818 058 216, with a share capital of 5,000 euros, and having its registered offices at 18 rue Jacqueline Auriol, Quartier Villaroy – 78280 GUYANCOURT, FRANCE (hereinafter “ASMODEE” or the “Organizing Company”) organizes from **17/07/2020 at 17:00** (French time) to **31/07/2020 at 17:00** (French time), these dates and times included, a Sweepstakes [free of charge and no purchase necessary, tentatively or definitively entitled **GLOOMHAVEN ANNIVERSARY CONTEST**, (hereinafter the “Game”).

ARTICLE 2 - ELIGIBILITY

This Contest is only open to **those over the age of majority**, legally residing within **the United States, Canada, United Kingdom, France and Germany** with an internet connection.

Employees of Organizing Company and any person who has directly or indirectly participated in the conception, the realization or the management of the Game, including their spouses (marriage, civil union, common-law marriage), families' members: ascendants and direct descendants or other relatives: household and non-household members are not eligible.

The Organizing Company may at any time request from any Entrant to demonstrate compliance with the Rules and eligibility requirements set forth herein. Any Entrant who does not comply with the Rules and requirements set forth herein or who refuses to demonstrate compliance with such, will be excluded from the Game and will not be able, in case of prize award, to obtain it.

Any minor entering this Game is deemed to enter under the control and with the consent of his/her parent(s) or the person having parental authority, or his/her legal guardian(s). The Organizing Company may at any time request proof of such consent during the Game period, in particular when sending the prizes and may cancel the entry of a minor whose legal representative does not validate the entry.

[Multiple entries are permitted.]

By participating to the Game, the Entrant agrees to be fully unconditionally bound by these rules (the “Rules”), the rules of professional conduct in force on the internet, as well as all applicable laws and regulations for free games in force in the French territory.

ARTICLE 3 – HOW TO ENTER

3.1 Game Announcement

The Game released and available on Google Form, and announcements made on Facebook and Twitter, via the Gloomhaven Digital accounts.

3.2 Entry

To participate to the Game, Entrants must fill the registration form (the "Registration Form"):

- Enter: **name, email address and written contest entry**, (mandatory data) on Google Form filed for that purpose.]

3.3 Game Mechanics

Submission on Google Form of required details and a file containing the following:

- A unique and new boss mob for Gloomhaven, including its' name , race, description of appearance, his motivations, backstory and the environment where it can be found.

Once the contest has concluded, all submitted entries will be reviewed by Asmodee Digital where a selection of the top 5 entries will be chosen. These entries will then be submitted to Isaac Childres to select a winner.

3.4 Requirements for Participating in the Game

Entries that are incomplete, are fraudulent or erroneous will be disqualified.

Any Entry made contrary to the provisions of the Rules will render the entry invalid.

In the event the Game requires an Entrant's contribution (photography, video, drawing, commentary, etc.) (hereinafter the "Contribution"), the Organizing Company shall, in its sole discretion, disqualify Entrants whose Contribution contains elements, comments or remarks that:

- ✓ Are unlawful;
- ✓ Are pornographic, pedophile, racist, or xenophobic;
- ✓ Are defamatory or infringe upon any third party's rights including but not limited to reputation and honor;
- ✓ Incite to crime, hatred, violence, suicide;
- ✓ Contain and/or are accompanied by slanderous, denigrating, insulting, offensive, degrading, defamatory, detrimental to honor and/or respect of persons;
- ✓ Disrupt law and order;
- ✓ Infringe upon any right whatsoever, including but not limited to, copyrights, patents, trademarks or any other intellectual property rights,
- ✓ Incite to disorderly conduct;
- ✓ Are not in conformity with the rules and regulations in force;

- ✓ Would likely harm his/her image.

This list is not exhaustive.

Each Entrant warrants **(i)** that his/her Contribution can be used as provided for under Article 10 below and **(ii)** in this regard, he/she releases the Organizing Company from any and all claims.

ARTICLE 4 - PRIZES

The Game is endowed with the following prize(s) which shall be attributed to the Entrant(s) designated as provided for under Article 5 below hereinafter the "Winning Entrant(s)".

The following prizes will be awarded:

The top 5 entries will be awarded with a Gloomhaven Digital key for Steam on PC (24,99€). Additionally, the first place entry will be promoted on Social Media and receive an original Gloomhaven Board Game (149€), signed by Isaac Childres.

Actual/appraised value of the prizes is decided on at the drafting of the Rules **and may differ at time of prize awards.**

Any and all prize related expenses [shipping costs excepted pursuant to Article 6 below] and shall be fully borne by Winning Entrant(s) which he/she fully accepts. *The Winning Entrant(s) hereby irrevocably waive(s) to dispute and/or claim any compensation from the Organizing Company and/or the contractors and/or partners.*

Prizes must be accepted by the Winning Entrant(s) as awarded and ARE NOT convertible to cash, other goods, or services and transferable to any third party. Likewise, these Prizes may not be the subject of claims for compensation.

The Organizing Company reserves the right, in the event of the occurrence of an event beyond its control, related to its suppliers or unforeseeable circumstances, to replace the announced lots by lots of equivalent value. The [Winning Entrant] or [Winning Entrants] shall be kept informed of any changes and waives in advance any claim in this respect.

For sake of clarity, it is here specified that the Organizing Company will not provide any services nor guarantees relating to the use of the prize(s).

ARTICLE 5 –WINNING ENTRANT(S) SELECTION

On 03/08/2020, a jury of three (3) ASMODEE employees shall select five (5) Winning Entrants from the submissions that fulfill the requirements of the Rules herein as set out under Article 4. To that end, the jury will take into account the most original submissions as well as their relevance and their nature (funny, poetic, aesthetic, lyrical, etc.). This assessment is at the sole discretion of the jury.

On 06/08/2020, Isaac Childres shall select the winner out of the top 5 entrants from the submissions that fulfill the requirements of the Rules herein as set out under Article 4. To that end, the jury will take into account the most original submissions as well as their relevance and their nature (funny, poetic, aesthetic, lyrical, etc.). This assessment is at the sole discretion of the jury.

In no case will the number of likes on Facebook, Instagram or Twitter, or the number of people who relayed or commented positively on the **submissions** of an Entrant, affect the choice of the jury as to the selection of the Winning Entrant.

ARTICLE 6 – NOTIFICATION TO WINNING ENTRANT(S) AND SHIPPING OF PRIZES

Only the Winning Entrants will be notified of **jury selection** by e-mail, on 10/08/2020, the latest. The Organizing Company shall contact the Winning Entrant using the telephone number and/or email address provided by the Winning Entrant in his/her Registration Form. The Organizing Company shall in no case be held liable responsible for any incorrect contact information provided by the Winning Entrant.

With regards to prize(s) N°1, if first rank Winning Entrant(s) cannot be notified on or before 17/08/2020 **because of their failure to provide correct contact information** or if the Winning Entrant(s) refuse(s) their prize(s), then another drawing will be held by the Organizing Company and the prize(s) N° 2 shall be awarded to the alternate Winning Entrant(s).

The Winning Entrant(s) of the prize(s) N°1 will receive their prize(s) per package to his address.

Any additional cost for taking possession of the prizes shall be borne by the Winning Entrants. The Winning Entrant(s) hereby irrevocably waive(s) to claim any compensation from the Organizing Company and/or the contractors and/or partners.

Any prize that would be returned by the post office or the contractor in charge of the shipping, for whatever reason (for example: "no longer at this address"), shall be considered as permanently refused by the Winning Entrant who in such case shall have no grounds for claim.

If a Winning Entrant does not or cannot, for any reason whatsoever, take possession of the prize or benefit from all or part of the awarded prize as provided for under these Rules, such prize shall be considered as having been permanently refused by the Winning Entrant who in such case shall have no grounds for claim.

Entrants who have not won will not receive any message.

ARTICLE 7 – RIGHTS GRANTED BY THE ENTRANTS - PRIVACY AND PUBLICITY RIGHTS OF THE ENTRANTS

By entering the Contest, Entrants grant the Organizing Company - without any compensation, right, or advantage - the right to use, **and reproduce** their last and first names and on the condition that they have communicated it within the framework of the Game, their image, as follows:

- In any and all communication media, **including without limitations**, print, audiovisual, digital, electronic materials (press, internet, posters, etc.) whether now known or hereafter devised;
- In any and formats;
- Worldwide;
- For a term of three (3) years from the end date of the Game;
- For any and all communications to the general public, to promote trademarks and/or goods of the Organizing Company and for advertising or advertising/promotional events related to the **Contest**.

Should the Entrants refuse to the use and reproduction of their last and first names and image under the above conditions, they must notify the Organizing Company of such by way of an e-mail sent at: DigitalCommunity@asmodee.com

ARTICLE 8 – LIMITATION OF LIABILITY

The Organizing Company shall not be held liable if, due to force majeure or any event beyond its control, the Game covered by the Rules should be cancelled, extended, shortened, postponed, or modified.

The liability of the Organizing Company shall not be incurred in the event of force majeure or fortuitous events beyond its control.

The Organizing Company shall not be held responsible for delays, losses, thefts, damage to mail, lack of legibility of stamps due to postal services. It shall also not be held liable and no recourse may be taken against it in the event of the occurrence of events of force majeure (strikes, bad weather, etc.) partially or totally depriving Participants of the possibility of participating in the Game and/or the Winning Entrants of the benefit of their winnings.

The Organizing Company shall not be held liable for any delay in the dispatch of the prizes and lots when this delay is not attributable to it, but is the fault of the service provider that it uses to carry

out this dispatch. It shall not incur any contractual or legal liability in respect of operations relating to the transport of the prizes and lots awarded. The Organizing Company shall not be held liable for any damage, theft or loss during transport and delivery of the package.

The Organizing Company declines all responsibility in the event of any incident and/or accident that may occur during the use or enjoyment of the prize won and/or due to its improper use by [the Winning

Entrant] or [the Winning Entrants], it being incumbent on [the Winning Entrant] or [the Winning Entrants] to take out [its] or [their] corresponding insurance.

The Organizing Company, as well as its service providers and partners, may not be held liable for the loss or theft of the prizes by the beneficiaries once [the Winning Entrant] or [the Winning Entrants] have taken possession of them.

ARTICLE 9 – FREE PARTICIPATION

For information, the Entrants using access providers globally integrating the telephone and internet connections into the current offers and services, the participation in the **Contest** is free of charge, the Entrants declaring that they have already it available for their use.

ARTICLE 10 – INTELLECTUAL PROPERTY

10.1 Assignment of Rights - Ownership of Entrant

By entering this **Contest** and in case participation in the Game requires any Contribution from Entrant, Entrant hereby irrevocably assigns, conveys or otherwise transfers - without any compensation or any advantage - on a non-exclusive basis to the Organizing Company or any third-party substituting for the Organizing Company, all his/her intellectual property rights in and to the Contribution.

Therefore, the Organizing Company or any third party substituting for the Organizing Company shall have the rights to:

- ✓ Reproduce, modify, adapt, digitize, duplicate, or record the Contribution, in whole or in part, by any technical processes whether now know or hereafter devised (including but not limited to print, audiovisual, digital, electronic materials), in all formats, without limitations to the number of reproductions;
- ✓ Display, exhibit, broadcast and exploit the Contribution, by any process, including without limitation via digital online transmission, communication processes, via all networks and/or any mobile or landline terminals, and by all communications processes, on all networks and/or current or future digital systems such are internet (including social networks and file sharing websites), intranets, extranets...

Given the interactive nature of the internet, Entrant understands, acknowledges, and agrees that his/her Contribution may be presented, displayed, reproduced or otherwise exploited in whole or in part, in different contexts, associated **or not** with other works, bear hypertext links, to which Entrant expressly agrees.

This transfer is granted free of charge, with no limit on the number of performances, for the entire world, and for a period of [10 (ten) years] from the date of first publication of the Contribution.

In this respect, the Participant certifies that it has full power to consent to the present transfer and guarantees the Organizing Company the peaceful use of the Contribution, in particular against any eviction of third parties, of any nature whatsoever, for the use of the Contribution under the aforementioned conditions.

In this respect, each Participant must in particular have ensured that any person having participated directly or indirectly in the realization or who may claim any right whatsoever with regard to the Contribution and its exploitation, whether it be in particular with regard to intellectual property rights (copyright or related rights, trademark rights, etc.) or personality rights (in particular image rights, right to privacy, etc.) may not make any claims with regard to the uses provided for herein. In particular in the event of representations of minors within the Contribution, each Participant must have all parental authorizations or holders of parental authority, where applicable, for each of the said minors. In the event of the inclusion in the Contribution of extracts from films, commercial music, television programs, music videos, works of graphic and plastic arts, photographs, or any other element subject to a private right: it is reminded that each Participant must have obtained the necessary authorizations and have fulfilled all obligations arising therefrom.

The Participant must (i) be the owner of all the rights to his Contribution in order to be able to offer them within the Game, (ii) where applicable, ensure that he holds all the rights and authorisations necessary for the distribution of his Contribution under the conditions referred to above.

In this respect, the Participant guarantees the Organizing Company or any company that may be substituted for it, against any claims by third parties.

10.2 Ownership of the Organizing Company

Reproduction, display, or exploitation of all or in part of the elements forming the Game, Rules included are strictly prohibited.

All trademarks, logos, texts, images, videos and other distinctive signs reproduced on any communication medium relating to the Game, [including the Site] and on sites to which it allows access via hypertext links, are the exclusive property of their owners and are protected as such by the provisions of the Code of Intellectual Property for the whole world. Their unauthorized reproduction constitutes an infringement and can be deemed a criminal offense.

Any unauthorized reproduction of these trademarks, logos, and signs, in full or in part, constitutes an infringement and can be deemed a criminal offence.

ARTICLE 11 – OBTAINING THE RULES

Rules can be sent upon request, at no cost to requestor (postage reimbursed if asked for) sent to the Organizing Company at the following address:

DigitalCommunity@Asmodee.com

Rules can be accessed on the following websites (cf. connection cost reimbursements Article 9):

- Website of the Organizing Company: <https://www.asmodee-digital.com/>
- Facebook page of the Organizing Company <https://www.facebook.com/AsmodeeDigital/>

Etc.

ARTICLE 12 – DECISIONS OF THE ORGANIZING COMPANY

The Organizing Company reserves the right to amend, at any time the Rules and take any decisions it deems fit relating to the enforcement and interpretation of the Rules. In particular, the duration of the Game can be prolonged, shortened, or **otherwise** modified. The Organizing Company will notify Entrants of such by the means it deems fit. The Organizing Company further reserves the right, without prior notice **or obligation**, to modify, prolong, shorten, suspend, postpone, or cancel the Game or one or several Game sessions, or to modify access and/or operating procedures.

The liability of the Organising Company may not be engaged in respect of the foregoing and the Participants may therefore not claim any compensation or indemnity of any nature whatsoever.

ARTICLE 13 – USE OF ENTRANT’S PERSONAL DATA

The personal data collected from each Participant, both during the participation in the Game, and, where appropriate, when a prize is awarded, are subject to the provisions of the General Data Protection Regulation (EU) 2016/679 ("**GDPR**") and intended for the Organizing Company, which is responsible for processing them, for the sole purpose of managing the Game.

Entrants’ data will be recorded and used by the Organizing Company to memorize their participation in the Game and allow the allocation of prizes. Data of the Winning Entrants will be communicated to the contractor/technical partner of the Organizing Company for the sole purposes of prize delivery.

The Organizing Company keeps Entrants’ personal data only for the period necessary to fulfill the above described objectives, in compliance with applicable law.

[Subject to the express prior consent of the Entrants, personal data collected from each Entrant may be used by the Organizing Company [and the affiliates of the Asmodee Group] to better serve and inform the Entrants of new products and services of the Organizing Company which may be of interest to the Entrants, and, including without limitation, for promotional campaigns, contest games, sweepstakes, loyalty programs, determining consumer profiles, commercial offers, co-marketing campaigns, invitations to events, market studies, etc.]

In the context of sharing the Entrant's personal data with the service provider/technical partner and/or subsidiaries of the Asmodee group, the Entrant's personal data may be transferred outside the European Economic Area (EEA) to countries that do not offer a level of protection equivalent to that of the EEA, such as China, the United States, Canada, etc. The Entrant's personal data may also be transferred to other countries that do not offer a level of protection equivalent to that of the EEA. In the lack of an adequacy decision by the European Commission, the transfer of personal data will be governed by transfer mechanisms provided for by the legislation in force for the adequate protection of personal data (examples: adequacy decision, Privacy Shield agreement, signature of the European Commission's standard clauses where applicable etc.).

In accordance with the legal provisions in force, any Entrant has the right to access, delete and correct personal data concerning him/her and may oppose the processing of personal data concerning him/her at any time. He/she also has the right to limit the processing of personal data concerning him/her. Each Entrant also has the right to receive the personal data concerning him/her that he/she has provided to the Organising Company in a structured, commonly used and machine-readable format, and has the right to transmit such personal data to another controller if the processing is based on his/her consent or on the performance of a contract and the processing is automated. The Entrant also has the right to issue directives (general or specific) regarding the fate of his personal data after his death. To exercise all his rights, the Entrant must send his request in writing to the registered office of the Organizing Company, at the address mentioned in Article 1 of the Rules, by e-mail to the following address: digitalcommunity@asmodee.com.

If the Entrant provides his telephone number, but does not wish to be canvassed by telephone, he may register free of charge on the Bloctel telephone canvassing opposition list on the website www.bloctel.gouv.fr.

The Entrant also has the right to submit a complaint directly to the competent supervisory authority for the protection of personal data: the CNIL (<https://www.cnil.fr>).

ARTICLE 14 – FRAUD

If it turns out that a Participant wins a prize in contravention of the Rules or by fraudulent or unfair means, such prize shall not be awarded to him/her and shall remain the property of the Organizing Company or of possible partner companies of the Contest **OR** Sweepstakes, without prejudice to any legal proceedings that may be brought against the Entrant by the Organizing Company or by any third party.

Any fraud, attempt or suspected attempt to use robotic, automatic, programmed, or otherwise, illicit means to enter the Contest, or any other methods not authorized by these Contest Rules, for example, but not limited to, entering multiple times, shall be deemed as tampering and may disqualify you from entering, participating, winning prizes (defined herein), and preclude you from participating in future contests and promotions, at the sole discretion of Sponsor. Entries that are late, lost, stolen, illegible, contain false information, are damaged, misdirected, mutilated, garbled or incomplete, altered or otherwise irregular or that do not conform with or satisfy any or all of the conditions these Rules will be judged void.

Any fraud or attempted fraud for winning prizes will be prosecuted in accordance with the provisions of Articles 313-1 and following of the **French** Criminal Code.

ARTICLE 15 – DISPUTE

These Rules are governed by the laws of France.

Except in the case of manifest errors, it is agreed and understood that the information resulting from the Contest systems of the Organizing Company shall have probative force in any dispute arising out of the connection elements and the computer processing of such information relating to the Game.

Any claim shall be sent in writing only to the headquarters of the Organizing Company, at the address set forth above in Article 1 within thirty (30) days from the closing of the Game. Past this thirty (30) day period, no claim will be accepted.

In case of any dispute arising out of or connected with this Game between the Entrant and the Organizing Company which cannot be resolved between the parties, shall be resolved before a court having jurisdiction in accordance with the provisions of the **French** Civil Procedures Code.

No response will be provided to requests, whether oral or written, with regards to the interpretation or the enforcement of the Rules, the mechanisms or terms of the Game nor the list of Winning Entrants.