



## ITEM 1: SUBJECT

Reed MIDEM, a company organised in the legal form of a *société par actions simplifiée* (simplified joint-stock company) with a share capital of 310,000 € having its registered office at 27 quai Alphonse le Gallo, 92320 Boulogne Billancourt, registered with the Nanterre Commerce and Companies Registry under the number B 662 003 557, is the official organiser of the Esports BAR Coffee Competition.

The "Esports BAR+ Americas skaters" is organised around the Esports BAR+ Americas event. BAR+ Americas 2020 gathers the esports industry's leading players online from 22 to 25 September, 2020.

Participants in the Esports BAR+ Americas skaters competition are encouraged to record a 30 seconds video playing the video game – pro skater and send to Hurrah. The person with the most different and original maneuver will win 1 delegates pass for the event.

Participating to the competition implies accepting without reserve or modifications of these Terms and Conditions (the "T&C") visible on the event's website, <https://www.the-esports-bar.com>, hereinafter the "Website".

## ITEM 2: CONDITIONS OF PARTICIPATION

The Esports BAR+ Americas skaters Competition is open to all individuals aged 18 and over.

To participate in the competition participants need to record a 30 seconds video playing the video game – pro skater and send to Hurrah. The person with the most different and original maneuver will win 1 delegates pass for the event.

➤ To qualify for the competition, the video must be sent before 18 of September, 2020, 12h00 (UTC+01:00).

### **There is no cost for entering the competition.**

By entering the competition, the participant guarantees that he is the sole player and warrants that he holds all the rights for the presented video and related information, and that he does not harm any potentially involved third party's rights or anyone's private life or likeness, and that the photo or video does not infringe any law, especially copyright laws.

Reed MIDEM cannot accept responsibility for lost entries due to internet and/or technical problems related to use of internet. Proof of sending is not proof of receipt.

Reed MIDEM's Employees as well as their family members or any of Reed MIDEM's affiliates or subsidiaries, are ineligible to participate in the Esports BAR+ Americas skaters.

Reed MIDEM shall reject any written/visual idea or application should its content be perceived as deliberately interfering with honour and human dignity, with third parties' rights, pornographic, racist, provocative, discriminatory or violent. Reed MIDEM reserves its rights in case of any infringement of

this kind.

Submitted videos cannot be withdrawn from the competition once the video(s) has/have been submitted.

## ITEM 3: SELECTION PROCESS

- Videos recorded between September 7 and September 18 are eligible for the competition
- **On September 18, 2020**, the winner will be determined thanks to a jury of experts – agency Hurrah and Reed Midem employees of Esports BAR.

## ITEM 4: WINNER/PARTICIPANT OBLIGATIONS & BENEFITS

### 4.1 Benefits

#### Winners:

The winner will receive:

- A free Esports BAR+ Americas (22 to 25 September) "A La Carte" pass with a value of 190 USD

The pass includes access to the event and its conferences. It does not include access to the VIP Arena's 1to1 meetings, nor does it cover travel, accommodation and expenses onsite and other costs and expenses involved in participating in all aspects of the event.

If the winner is already registered for Esports BAR+ Americas 2020, he/she will be given a free pass for a future Esports BAR event.

The winners will be contacted via email and will be given the instructions necessary in order to access the prize.

Reed Midem reserves the right to modify the nature of the prize. If this is the case, an amendment will be made to the present rules.

### 4.2 Obligations

- Warranty

The participant warrants and represents to Reed MIDEM that:

- He/she is the author of the video;
- He/she has full right and authority to enter into this T&C;
- The use by Reed MIDEM on the Website and as provided in the present video shall not infringe the rights of any third party;
- He/she licenses the rights as provided by these T&C free of any charge, considering the promotion and communication purposes to use, and therefore gives to Reed MIDEM any and all necessary authorization to reproduce, distribute, publicly perform, publicly display, transfer, transmit, distribute, and publish his/her video for the purposes of (i) displaying the video on the Website

as above mentioned, (ii) distributing the tweet free of charge in order to allow Participants and all Internet users to see it;

- The video will not contain or originate any corrupted file, viruses, worms, Trojan horses or other similar harmful or destructive code or program that may damage or adversely affect the operation of another person's computer, the Websites, any software or hardware, or telecommunications equipment.

#### ➤ Indemnity

The Participant hereby holds harmless and indemnify and will at any time hold harmless and keep Reed MIDEM, as well as its partners, other participants and licensors fully and effectively indemnified from and against all actions, proceedings, claims, damages, costs and losses, liability, legal costs (including attorneys' fees), expenses whatsoever made against or incurred by the Website and/or Reed MIDEM in consequence of any breach or non-performance of any of the representations, warranties or covenants contained in these T&C between Reed MIDEM and the participant, and notably a violation of rights of Reed MIDEM or any third person or entity, including but not limited to copyright infringement, trademark infringement, or any damage or infringement in link with the connection to the Website.

Reed MIDEM reserves the right, in case of its involvement in any matter for which it is sued due to a violation of rights caused by the participant as stated here-above, to assume its exclusive defense and control of the matter, at his/her own expense, and he/she agrees to cooperate with our defense of these claims.

#### **ITEM 5: MISCELLANEOUS**

The Winners accordingly authorise Reed MIDEM to use their names or pseudonyms and likenesses and, if necessary, that of its representative(s) present during the Esports BAR+ Americas - skaters Competition.

To the same end, the Winners also guarantee that Reed MIDEM is authorised to freely use any of the logos, trademarks, title, extracts, data and information and other intangible rights and promotional items related to the picture submitted to the competition.

The Organiser collects participants' personal data when using the Organiser's websites and uploading content, registering for a newsletters or an event or during participation of the event (attended places or events, services operated). This data is processed electronically by the Organiser for the purposes of managing and publishing its participants' data file ensuring security measures and promoting the tradeshow. Such data processing is reported to the French National Data Protection Authority (Commission Nationale Informatique et Libertés or CNIL).

This data may be transmitted to recipients, some of whom are located outside the European Economic Area.

This personal data can be:

- integrated into the online database available to Participants to enable them to prepare the event, promote their business and schedule their business appointments within the event. In this respect, Participants undertake not to use the data for any other purposes. The Organiser reserves the right to stop by any means any disturbance caused by any forbidden use of personal data.
- communicated to third parties that have entered into contracts with the Organiser, in particular the companies of the Reed Elsevier group, service providers and partners of the Organiser, who can be located all over the world
- communicated to Participants, such as speakers, sponsors, exhibitors, who can be located all over the world to carry out commercial prospecting.
- used on all distribution and promotional media in connection with the relevant event including over the internet.

Participants may exercise their right to access, correct and oppose the use of their personal data by writing to the following email address: [contact.cnil@reedmidem.com](mailto:contact.cnil@reedmidem.com).

Reed MIDEM reserves the right to have any disturbances caused by any here-mentioned prohibited use terminated by any means, including the disconnection of the participant/Winner from the competition. This is without prejudice to any legal action that Reed MIDEM may take in order to exercise its rights and of any damages to which Reed MIDEM may be entitled as a result of such non-respect of the present provisions.

In the event of circumstances independent of Reed MIDEM's will and resulting in the impossibility of organising Esports BAR + Americas, 2020, the Esports BAR+ Americas skaters Competition shall be cancelled without any indemnification whatsoever.

#### **ITEM 6: CLAIMS**

No claims related to the selection system or any other aspects of the competition, will be accepted.

The director of Esports BAR has the power to settle all cases not covered by the present Terms.

**THE PARTIES EXPRESSLY AGREE THAT IN THE EVENT OF A DISPUTE CONCERNING THE VALIDITY, INTERPRETATION OR PERFORMANCE OF THE ABOVE PROVISIONS, THE COURTS OF PARIS SHALL HAVE EXCLUSIVE JURISDICTION TO HEAR SUCH DISPUTE**