



ESDEVIVUM GAMES LIMITED

(Trading as Asmodee UK)

'PLAY IT OUTDOORS' CONTEST RULES

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1. Organising Company

1. Esdevium Games Limited, trading as Asmodee UK, a company registered under English law having its registered office at 27/28 Eastcastle Street, W1W 8DH London, United Kingdom, (hereinafter referred to as **the “Organising Company”**) is organising a free-of-charge competition named “Play It Outdoors” (hereinafter referred to as **“the Competition”**). By submitting a Competition entry, you (**“you”, “your”, “Participant”**) are agreeing to be bound by these terms and conditions regulating the Competition (the **“Terms”**).

2. This Competition is not sponsored, endorsed, administered by or associated with Instagram and therefore is organised under the sole responsibility of the Organising Company.

3. The Competition will be announced/advertised on the Instagram account of the Organising Company: <https://www.instagram.com/asmodeeuk/>

2. Participation Conditions

4. Participation in the Competition is open to any natural person resident in the UK, aged 18 years or over, with the exception of the persons specified in paragraph 5 below.

5. Persons under 18 years old cannot participate in the Competition, nor can employees of the Organising Company, employees of any other companies under the control of the Organising Company or controlling the Organising Company, or, in general, any person involved directly or indirectly in the organisation, realisation, implementation or promotion of the Competition. Also excluded from participation are direct family members (spouses, relatives in the direct ascending or descending line or any other relatives, living or otherwise, in their household) of any natural person previously cited.

6. In entering the Competition, you, the Participant, confirm that you are eligible to participate in the Competition and claim any prize that you might win. The Organising Company reserves the right to ask to any Participant to provide evidence that they fulfil the eligibility conditions required to participate in the Competition pursuant to these Terms (the **“Requirements”**). The Organising Company reserves the right to disqualify you if you do not meet the Requirements or if you refuse to provide evidence that you meet the Requirements.

7. Any participation entry submitted outside the Competition Period (as defined below) shall be automatically disqualified and not considered.

8. Entry in the Competition is limited to once per Weekly Draw, one entry per person and per Instagram account. Entries on behalf of another person will not be accepted and joint submissions are not allowed. Any additional entries shall be rejected and automatically disqualified. The Competition Organiser will not accept competition entries that are:

- (a) automatically generated by computer;
- (b) completed by third parties or in bulk;
- (c) illegible, have been altered, reconstructed, forged or tampered with;
- (d) photocopies and not originals; or
- (e) incomplete.

9. The Participant must have an active Instagram account, made public, in order to make public their participation.

10. These Rules are released on the following website :

https://cdn.svc.asmodee.net/asmodeefr/legal/playitoutdoors_rules_uk.pdf

11. Your participation in the Competition will be considered as your full acceptance of these Terms.

3. Competition Duration

12. The Competition will last 8 (eight) weeks starting from Monday, 6th July, 2020 12:00 AM to Sunday, August 30 2020 11:59 PM (the “**Competition Period**”), and will be divided into Weekly Draws, as specified in paragraphs 23 to 26 below.

4. Competition Terms

13. In order to participate, the Participant shall post a picture of themselves playing outdoors (in a garden, balcony, terrace, park or other similar locale) with a game from the Asmodee catalogue referred to in the following list exclusively, knowing that all versions of the games mentioned below will be accepted:

- Dobble
- Ticket to Ride
- Rory’s Story Cubes
- Bananagrams
- Catan
- Dixit
- Just One
- Codenames

14. The published contest shall be associated with the hashtag: #playitoutdoors and the participant shall tag the Instagram Account of the Organising Company available at the following address: <https://www.instagram.com/asmodeeuk/>

15. Using the dedicated hashtag #playitoutdoors and tagging the Instagram Account of the Organising Company is required to validate your participation.

16. No other means of participation will be accepted.

17. If the Organising Company, during the Competition Period, communicates on one game or another, this does not indicate a change to the aforementioned list. The Participant may highlight any of the aforementioned games in their picture during this period.

18. Any picture showing any game different from those on the above list will be rejected and automatically disqualified.

5. Qualities and Characteristics of the Published Picture

19. The picture shall be of good quality. The Participant shall not include any third-party trademarks other than the those of the Organising Company on the picture. The Organising Company's game shall be highlighted and be clearly and fully displayed.

20. The Organising Company reserves the right to disqualify a Participant if the picture is unlawful or illegal or displays disrespect to the dignity and rights of others, without having to justify its decision, if the Organising Company deems that the picture submitted by the Participant may be considered as:

- Detrimental and/or demeaning towards the Organising Company, at odds with its image;
- Contrary to any legal or regulatory provision and, in particular, without this list being in any way restrictive to:
- Contravenes any third party's rights;
- Contrary to public order, decency and standards of good behaviour;
- Pornographic, erotic or paedophilic content
- Promotes the commission of crimes or offences of any nature;
- Discriminatory, hateful or violent against a person or a group of persons based on their origin, ethnicity, country, race, gender, sexuality or religion;
- Defamatory, slanderous, libelous or degrading against third parties, natural persons or legal entities.
- Harmful to the private life or image rights of any person
- Infringing intellectual property rights of any third parties
- Illegal, fraudulent or unlawful in general.

21. Any Participant who does not comply with the prohibitions specified in paragraph 20 above shall be immediately disqualified without prejudice to any future legal action against the Participant by the Organising Company or any third party.

22. The Participant also confirms that they have obtained any right or authorisation required to participate in the Competition and that, therefore, their participation does not violate the rights of any third party.

6. Random Drawing

23. A random drawing amongst all eligible Participants who have used the appropriate hashtag and current week's specified tag will take place every Monday at 1 PM by the Organising Company.

24. The eligible entries are those complying with these Terms and submitted during the current Competition week from Monday 01:00 AM ("**Weekly Opening Date**") until Sunday 11:59 PM ("**Weekly Closing Date**"). Any entry submitted after the Weekly Closing Date (e.g. on the next Monday) will be taken into account for the next weekly random draw (the "**Weekly Draw**") within the Competition Period (if any).

25. Any Competition entry is valid for one week, the week in which the entry was submitted, only. After the Weekly Draw has been made, all entries submitted to this Weekly Draw will not be eligible for future Weekly Draws.

26. The Participant may submit an entry per Weekly Draw during the Competition Period (e.g. a Participant may participate in one Weekly Draw and then participate once again in the next Weekly Draw, by posting a new picture before the next Weekly Closing Date).

7. Prize

The prize is not negotiable or transferable. There will be one winner per Weekly Draw. The prize per Weekly Draw is 2,000 Pounds Sterling and it will be sent to the Weekly Draw's winner (the "**Winner**") by bank transfer, as specified below:

27. Each Winner drawn every Monday during the 8 weeks of the Competition Period will receive 2,000 Pounds Sterling by bank transfer to the bank account whose IBAN (or equivalent) they will have provided to the Organising Company at the time of their exchange following the announcement of their win. There will therefore be a total of 8 transfers of 2,000 Pounds Sterling over the duration of the Competition.

28. The transfer will be made to the bank account whose details have been provided by the Winner under 15 days from the sending of the RIB/IBAN to the Organising Company. The Organising Company shall not be held liable for any erroneous information provided by the Winner.

8. Information of the Winner of the Week

29. The Winner will then receive a private notification on Instagram informing them that they have been drawn by the Organising Company.

30. Winners shall contact the Organising Company via private message in order to communicate their contact details (first name, surname, postal address) within 48 hours (the "**Deadline**") following the notification on Instagram. Furthermore, the Organising Company will make all reasonable efforts to contact the Winner.

31. Once the Organising Company has verified that the Winner is eligible, complies with all the requirements specified under these Terms and provides the information required under paragraph 30, the Winner will be tagged on an Instagram post published on the Instagram account of the Organising Company and will be officially awarded the prize.

32. In case the Winner is not eligible pursuant to these Terms or does not communicate to the Organising Company their details within the Deadline, the Organising Company reserves its right, at its sole discretion, not to award the prize to the Winner.

33. If Paragraph 32 applies, the Organising Company will organise a new random draw amongst the Participants that submitted entries for the Weekly Draw in which the initial Winner was selected in order to allocate the prize to another Participant ("**Alternate Winner**").

34. The Organising Company does not accept any responsibility if the Winner is not eligible or if is not able to take up the prize and the prize is subsequently allocated to the Alternative Winner.

9. Checking of the Participation Conditions

35. The Participant expressly authorises the Organising Company to undertake eligibility checks, including but not limited to checks of their identity or age, to verify the Participant's eligibility and compliance with these Terms.

36. Any entry to a Weekly Draw not fully compliant with these Terms or incomplete shall be considered void or shall be automatically disqualified and the Participant making such entry may be disqualified as a Winner (at the Organising Company's sole discretion), and the Participant shall not have any right to claim any compensation or reparation from the Organising Company.

37. Any fraud or fraudulent attempt by the Participant to increase their chance of winning a Weekly Draw by any means is prohibited.

38. The Organising Company reserves the right to initiate legal action against anyone cheating, defrauding, tricking or disrupting the Competition or attempting to do any of the foregoing. A cheating Winner will be automatically disqualified and deprived of any right to obtain any prize. The Organising Company shall not be responsible in any way towards the Participants for fraud potentially committed by or connected to them.

10. Processing of Personal Data

39. Personal data collected from each Participant, both when participating in the Competition and, where applicable, when awarding a prize, are subject to the provisions of the Data Protection Act 2018 (the "Act") and the General Data Protection Regulation n°2016/679 (hereinafter referred to as "the GDPR").

40. The Organising Company, acting as data controller, is processing personal data about the Participants in relation to the Competition.

Purposes of processing:

41. The processing activities have numerous purposes:
- Management of participation in the Competition;
 - Determination of winners by random drawing;
 - Information of the winner(s) to announce their prize;
 - Prize allocation management;
 - Prize delivery management;
 - Use of participation for communication purposes;
 - Management of disputes or claims;
 - Management of data subjects' requests (right of access, of rectification, to erasure, to data portability, to restrict processing, in particular under the conditions detailed below);
 - Checking the regularity of the participation and the application of the Terms;

- Management, reporting and statistics;
- Defence of legal rights and obligations of the Organising Company and any legal action involving, initiated by or against the Participant.

Basis for processing :

42. The Organising Company's processing activities have for legal basis:

- The necessity for the performance of a contract or in order to take steps prior to entering into a contract:
 - o Management of participation to the Competition;
 - o Determination of winners by random drawing;
 - o Information of the Winner(s) to announce their prizes;
 - o Prize allocation management;
 - o Use of participation for communication purposes;
 - o Prize delivery management;
 - o Management of disputes or claims
- The compliance with a legal obligation:
 - o Management of data subjects' requests (right of access, of rectification, to erasure, to data portability, to restrict processing, in particular under the conditions detailed below.
- Legitimate interests of the Organising Company to expand its activities, to make its products or services known, to control and secure the participation in the Competition, to ensure the management, reporting and statistics of its activity to evaluate the success of the Competition:
 - o Checking the regularity of the participation and the application of the Terms;
 - o Management, reporting and statistics.
- Legitimate interest of the Organising Company to protect its organisation against any breach of a legal duty owed to the Organising Company and defend itself in the event of a dispute:
 - o Defence of legal rights and obligations of the Organising Company and any legal action involving, initiated by or against the Participant.

Categories of personal data processed:

43. The following personal data are processed:

- Participant identity (first name, surname, birth date, Instagram username)
- Contact details (email address, postal address)
- Picture representing the participant and all persons appearing on it
- Bank details of Winners only (only in case of bank transfer).

Recipients of personal data:

44. The personal data collected by the Organising Company, as well as any personal data collected later, are intended for personnel habilitated by the Organising Company.

45. The Organising Company's technical service providers and their subsequent processors, in particular the company Tigrz, are also recipients of the Participants' personal data.

Data transfers outside the European Union:

46. As part of the operation which takes place on the social network Instagram, operated by Facebook Ireland Ltd, 4 Grand Canal Square, Grand Canal Harbor, Dublin 2, Ireland, the Participants' personal data may be transferred to Facebook servers located in the United States and therefore outside the European Union or the European Economic Area.

There is a European Commission adequacy decision (no 2016/1250) for data transfers to the United States, according to which companies that meet certain criteria guarantee an adequate level of protection, also known as the "EU-USA Privacy Shield". These companies are listed, known as a "privacy list". Facebook, Inc. is one of the companies on this list and is committed to providing an adequate level of protection. If a data transfer to Facebook with headquarters in the United States takes place, it is based on Article 45 of the GDPR.

Retention period of personal data:

47. The Organising Company will only retain Participants' personal data for as long as reasonably necessary to fulfil the purposes for which the Organising Company collected it, including for the purposes of satisfying any legal, regulatory, tax, accounting or reporting requirements. The Organising Company may retain Participants' personal data for a longer period in the event of a complaint or if it reasonably believes that there is a prospect of litigation or regulatory action in respect to any Participant.

Participants' rights:

48. Under the conditions defined in the Act and the GDPR the Participant has a right to access, a right to rectification, a right to erasure to their personal data and a right to restriction of processing and of portability of their personal data.

49. The Participant has the right to object, on grounds relating to their particular situation, at any time to the processing of their personal data based on the legitimate interests of the Organising Company.

50. In this case, the Organising Company shall no longer process personal data of the data subject concerned unless the Organising Company demonstrates compelling legitimate grounds for the processing which override the interests, rights and freedoms of the data subject or for the establishment, exercise or defence of legal claims.

51. When the Participant submits a request to exercise a right, they shall justify their identity by any means. In case of doubt about their identity, the Organising Company may request additional information that appears necessary, including a copy of an identity document signed by the data subject.

52. The Participant also has the possibility to submit a complaint to the ICO to the following address: Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF or by email to GDPRTeam@asmodee.com.

56. Please see the Organising Company's Privacy Notice for further information as to how it processes personal information of its customers and guarantees their rights: [LINK TO PRIVACY POLICY].

11. Intellectual Property Authorisation to Use of Image

53. By participating, the Winner grants the Organising Company and its affiliated companies a non-exclusive, worldwide, irrevocable licence, for the full period of any intellectual property rights in the Competition entry and any accompanying materials (including without limitation any pictures you submit with the entry), to use, display, publish, transmit, copy, edit, alter, store, reformat and sub-licence the Competition entry and any accompanying materials for such purposes during 6 (six) months from the submission of the Competition entry. In particular, the Participant authorises the Organising Company to use their image, as shown in the picture submitted with the Competition entry, their first name and surname mainly (but not limited to) on Instagram accounts of the Organising Company (or any company belonging to Asmodee's Group) and on websites edited by a company belonging to Asmodee's Group under the conditions below without this use being able to confer on the Winner a right to remuneration of any kind or any benefit whatsoever other than the handing over of the prize won pursuant to these Terms. However, the Participant agrees that any publication of their picture, first name and surname by the Organising Company on the Organising Company's Instagram account within this six-month period may remain published on this media for the entire duration of the licence referred to below but may not be the subject of any action or new publication by the Organising Company. If you object to any or all of your surname, county and winning entry being published or made available, please contact the Organising Company at the address defined in the Appendix. In such circumstances, the Organising Company must still provide the information and winning entry to the Advertising Standards Authority on request.

54. The Participant warrants that (i) they are the owner of all rights to the picture and any accompanying materials submitted with the Competition entry in order to be able to submit the pictures for the Competition and, if applicable, (ii) they hold all the rights and authorisations necessary for the dissemination of the picture under these Terms. The Participant warrants that the picture is original and unpublished. In this regard, the Participant is responsible for obtaining authorisations from any third party that has directly or indirectly participated in the creation of the picture (in particular, and not limited to, on a creative, technical or figurative basis) and/or who believes that they have any claim against it in particular with regard to intellectual property rights (including but not limited to copyright, related rights and trademarks) or rights relating to the depicted persons (in particular, image rights and the right to privacy). The Participant will be responsible for any compensation payable to any third party arising from Participant's breach of their obligations and warranties under article 11. The Participant shall indemnify and hold harmless the Organising Company against all liabilities suffered or incurred by the Organising Company as a result of any claim or action from any third party against the Organising Company, in

connection with the Participant's breach of their obligations under article 11 and all the warranties and undertakings given by the Participant under these Terms.

55. In particular, when including underaged persons in the picture submitted with the Competition entry, the Participant shall obtain consent from the parents or the person who has parental authority where appropriate for each of said minors.

56. The Participant undertakes to free the organisers from any liability in the event of claims from third parties due in particular to a counterfeit and more generally from any infringement of the rights of a third party, whatever the nature.

57. The participant assigns non-exclusively to the Organising Company, which accepts it, all intellectual property rights pertaining to the submitted picture.

58. The assigned rights include:

- The right to reproduce, by any technical process known or unknown to date, all or part of the picture directly or indirectly, on any medium known or unknown to date (in particular digital, printed, audiovisual, electronic) in all formats, using all framing reports without any limitation of volume, including the right to store and archive;
- The right to communicate to the public and to distribute directly or indirectly the picture, by any means of communication and in any form and in particular by digital online transmission, or telecommunications, by any terminal, fixed or mobile, on any current or future digital networks and/or systems such as, in particular, the Internet (including social networks and sharing sites), Intranets, Extranets, etc;
- The right to adapt the pictures, directly or indirectly, modify them, crop or complete, redesign, integrate them to any other creation or product (collection, books, database, multimedia products, etc.) or associate them to any element (commentaries, captions, texts, illustrations, etc.).
- All of the above-mentioned rights include all known or unknown, direct or indirect modes of exploitation on the Instagram account of the Organising Company.
- Given the interactive nature of the Internet, the Participant is informed of the fact that their photograph may be presented in different contexts, associated with other works, be the subject of hypertext links, partial exploitation, and they declare that they accept this.
- The assignment of intellectual property rights is effective for 6 (six) months. However, the Participant agrees that any publication of their picture, first name and surname by the Organising Company within this six-month period on the Organising Company's Instagram account may remain published on this media for the entire duration of the intellectual property rights referred to below but may not be the subject of any action or new publication by the Organising Company.

- This assignment is in consideration for your participation in the Competition and shall not give rise to any consideration of any kind whatsoever for the benefit of the Participant.

59. The intellectual property rights above mentioned are assigned worldwide.

12. Property of the Organising Company

60. The reproduction, representation or exploitation of all or part of the elements composing the Asmodee game as shown in the picture, other than as permitted in these Terms, is strictly forbidden.

61. Any trademarks, logo, text, images or other distinctive signs reproduced on the game shown in the picture are the exclusive property of their owners and are protected by the applicable laws worldwide.

13. Free-of-Charge Entry

62. Submitting entries to the Competition by the Participant is free of charge. However, the Participant is responsible for any fees charged by the communication services that they use when submitting any Competition entry.

14. Filing and Acceptance of the Rules

63. The Competition is governed by these Terms.

64. The participation in the Competition is subject to the Participant's full acceptance of these Terms as well as any applicable laws or regulations in the United Kingdom.

65. These Rules are available in free access on the website https://cdn.svc.asmodee.net/asmodeefr/legal/playitoutdoors_rules_uk.pdf for the duration of the Competition and a request for their disclosure can be made to the Organising Company at the contact details at the head of these Terms.

15. Modification

66. The Organising Company reserves the right to hold void, suspend, cancel, or amend the Competition where it becomes necessary to do so.

67. In any event, the Organising Company cannot be held liable in any manner and the Participant will not be entitled to any compensation of any kind.

68. This information will be available in free access on the website https://cdn.svc.asmodee.net/asmodeefr/legal/playitoutdoors_rules_uk.pdf for the duration of the Competition and the Participant shall not claim any compensation in this respect.

69. Any modification of these Terms shall be effective at the time of its publication online [on the website mentioned above] and any Participant will be deemed to have accepted it by the sole act of participating in the Competition by sending a Competition entry and posting a

picture under the conditions described above, as of the effective date of the modification of these Terms.

70. Any claim shall be addressed in writing, exclusive of any other mode, to the headquarters of the Organising Company, as specified in paragraph 1 of these Terms within 30 (thirty) days after the end of the Competition. Any later claim will not be accepted.

71. Save for manifest error or omission and subject to applicable laws, the Organising Company will not consider, and will reject, any request made by a Participant by phone or in writing regarding the interpretation or application of these Terms by the Organising Company, the mechanics or modalities of the Competition and the list of winning Participants.

16. Liability

72. The Organising Company shall not be held liable for any malfunction of the Internet network or of the Instagram application or website that would prevent or delay the Participant sending, or the Organising Company receiving, any Competition Entry.

73. The Organising Company shall not be held liable for any direct or indirect damage resulting from an interruption, a malfunction of any kind, a suspension, a modification or the end of the Competition, for any reason whatsoever, of a connection to Instagram. Insofar as is permitted by law, the Organising Company, its agents or distributors will not in any circumstances be responsible or liable to compensate the winner or accept any liability for any loss, damage, personal injury or death occurring as a result of taking up the prize except where it is caused by the negligence of the Organising Company, its agents or distributors or that of their employees. Your statutory rights are not affected.

77. The Organising Company will not accept:

(a) responsibility for Competition entries that are lost, mislaid, damaged or delayed in transit, regardless of cause, including, for example, as a result of any postal failure, equipment failure, technical malfunction, systems, satellite, network, server, computer hardware or software failure of any kind; or

(b) proof of posting or transmission as proof of receipt of entry to the Competition.

17. Governing Law and Jurisdiction

78. If there is any reason to believe that you have breached these Terms, the Organising Company may, at its sole discretion, reserve the right to exclude you from participating in the Competition.

79. These Terms are governed by English law and you can bring legal proceedings in respect of the Products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the Competition in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the Competition in either the Northern Irish or the English courts.

Appendix

FORM FOR REQUEST / CLAIM RELATING TO PERSONAL DATA TO BE COMPLETED AND RETURNED

This form is made in order to facilitate the exercise of the rights related to personal data processed by Esdevium Games Limited as data controller. Please communicate to us this form, duly completed, to the following email address: GDPRTeam@asmodee.com or by post to the following address: 27/28 Eastcastle Street, W1W 8DH London, United Kingdom.

Identity

Your name: _____

Address (postal and/or email address): _____

Please verify residence address or workplace address where the answer should be sent

If workplace address is chosen, please communicate your company name: _____

In order to help us identifying the systems likely to hold information about you, please check the boxes describing your relation with Esdevium Games Limited:

- An individual – Consumer or customer
- Former employee or contractor
- Employee family member, dependant, beneficiary or emergency contact person
- Employee of an Esdevium Games Limited business client or business partner
- Employee of an Esdevium Games Limited supplier or seller
- Job seeker
- Other – please specify

If your information may be under a different username/name, please provide that username/name and the reason for the change:

In case of reasonable doubt as of your identity, Esdevium Games Limited may request additional required information, including a copy of an identity document bearing the signature of the data subject.

Request details:

If you wish to request access to your personal data, please confirm that the personal data can be sent by email to the above address:

If you wish to request portability of your personal data to another data controller, please provide below the address and contact details of this data controller:

If you wish to request rectification of your personal data, please specify the personal data to rectify:

If you wish to request restriction of processing of your personal data, please specify the concerned processing activity and determine which of the following reasons is the basis for your limitation request:

- Esdevium Games Limited no longer needs your personal data for the purposes of the processing, but they are required by you for the establishment, exercise or defence of legal claim;
- you objected to processing;
- you contest the accuracy of your personal data;
- the processing is unlawful and you oppose the erasure of the personal data and request the restriction of their use instead;

If you wish to request erasure of your personal data, please specify the personal data to erase and provide the justification for this request among the following reasons:

- the personal data are no longer necessary in relation to the purposes for which they were collected or otherwise processed;
- you withdraw your consent;
- you object to the processing and there are no overriding legitimate grounds for the processing,
- the personal data have been unlawfully processed;

If none of these reasons are present, Esdevium Games Limited will not be able to respond favourably to your request.

If you wish to object to the processing of your personal data, please specify below the grounds relating to your particular situation justifying your objection.

For your information, the objection will apply only to processing activities based on the legitimate interests of Esdevium Games Limited. Esdevium Games Limited will not respond favourably to your objection request if it demonstrates compelling legitimate grounds for the processing which override the interests, your rights and freedoms or for the establishment, exercise or defence of legal claims.

Complaint details:

In case you wish to file a complaint, please give details below:

Information collected by form is intended to allow Esdevium Games Limited's Data Protection Service to respond to your complaint or to assert your rights as a data subject. In accordance with the Data Protection Act and the GDPR, you have a right to access, to rectify, to object, to erasure, to restriction of processing and to data portability. For more information on your rights and how Esdevium Games Limited is processing your personal data, please refer to article 10, "Processing of Personal Data", of the Rules.