

## FOCUS HOME INTERACTIVE COMPETITION RULES

**Contest or competition:** for the purpose of the following rules means an online competition based on the skills of the participants. No physical participation is required. No purchase necessary to enter or win.

### Preamble

These general terms and conditions (hereinafter the "Rules") apply to all the competitions, and contest and other promotional activities ("the Competition(s)") organized by Focus Home Interactive and/or its subsidiaries or its affiliated companies ("the Organiser").

**Each Competition shall also have specific terms and conditions. The nature of the Competition, its entry requirements, the opening/closing dates of the Competition, the nature of the prizes and their delivery process and all necessary and mandatory information concerning a specific Competition are mentioned in the Specific Terms for the related Competition indicated hereafter at the end of these Rules.**

By participating in the Organiser's Competitions, the Participant will have to agree that he will be legally bound by these Rules and the Specific Terms indicated here below. Failure to comply with these Rules and the applicable Specific Terms will automatically render your entry to such Competition as void.

The Organiser may withdraw or amend any part of these Rules or Specific Terms at any time by posting a new message on Organiser's Facebook, Twitter, Instagram accounts ("Accounts") or Organiser's forums or by email.

**The Competition is in no way sponsored, endorsed, or administered by, or associated with Twitter, Facebook, Discord, Instagram and other social media platform.**

### 1. Organiser

Competitions are organised by Focus Home Interactive, a French public quoted company registered in the Paris Trade and Companies Register under the number 399 856 277, having its registered office at Parc Pont de Flandre, Bâtiment 28 "le Beauvaisis" 11, rue de Cambrai – 75019 Paris (France).

### 2. Eligibility

Unless expressly stated in the Specific Terms below, Competitions are open only to residents of the following countries: THE UNITED STATES, CANADA (EXCLUDING QUEBEC), AUSTRIA, BELARUS, BELGIUM, BULGARIA, CROATIA, CZECH REPUBLIC, DENMARK, EGYPT, ESTONIA, FINLAND, FRANCE, GERMANY, HUNGARY, ICELAND, ISRAEL, ITALY, KAZAKHSTAN, LATVIA, LITHUNIA, LUXEMBOURG, MALTA, NORWAY, POLAND, ROMANIA, SERBIA, SLOVAKIA, SLOVENIA, SOUTH AFRICA, STATE OF QATAR, SWITZERLAND, TUNISIA, TURKEY, THE UNITED KINGDOM, UKRAINE, HONG KONG, SOUTH KOREA, MACAU, TAIWAN AND THAILAND.

All Competitions are open to any person over 18 years old ("the Participant"), excluding residents of countries where language translation of these Rules is required, where publication and bounding of promotions is required, and where otherwise restricted or prohibited by law.

In any case, where Competitions are open to persons under the age of 18 or under the legal majority where the Participant live, these persons shall be requested that they have obtained approval from their parent(s) for participation in the Competitions. Organiser may request a written statement from Participant parent or legal guardian that they have read and agreed to the present Rules and any additional eligibility requirements that may be mentioned for each Competitions in the Specific Terms. In no event a person under the age of 12 can be eligible to participate.

Focus Home Interactive, its employees and their immediate families (including, but without limitation : parents, spouse, siblings, children, grandparents, step parents, stepchildren and their respective spouses), participating agents and their associated companies, their employees and their immediate families, are ineligible to enter.

The Organiser reserves the right to verify the validity of entries and to disqualify any entry which does not comply with the Rules and if the Organiser considers the Entry or the Participant does not comply with the Rules, for notably the following reasons :

- Entry must not contain content that is known by you to be false, inaccurate or misleading;
- Any Entry deemed inappropriate or unsuitable, in Organiser's sole discretion, will be disqualified;
- Entry must not contain material that is unlawful, in violation of or contrary to all applicable local, state, federal, or international law and regulations;
- Entry must not contain any third party materials, other than assets expressly allowed by FOCUS INTERACTIVE HOME in the Specific Terms below, or otherwise infringes the rights of another 'including intellectual property rights, or rights of privacy or confidentiality;
- Entries must comply with the Terms of the social media platform regarding contests.
- Disrespect of the Prohibited Actions listed in article 4.

The Organiser reserves the right to disqualify a winner if the Organiser becomes aware that the winner and/or the winner's entry is of a type described in this clause. Incomprehensible, incomplete, and/or otherwise indistinguishable entries will be deemed invalid.

### **3. Entry**

Rules may vary from a Competition to another, please refer to the Specific Terms below to check a Competition's own entry requirements as specified therein.

In addition to specific requirements, the Participants shall follow the instructions by clicking on the Contest Message in relation to the Competition.

The use of any automated entry software or any electronic means that permits any person to enter any Competition repeatedly is prohibited. However, unless specified otherwise in the Specific Terms indicated below, Participants may participate to a Competition through as much platforms on which Participant may enter.

Any Participant shall provide accurate and complete information when participating in the Competition. The Organiser reserves the right to verify the validity of any entry, and to reject any entries that are incomplete or otherwise deficient.

Accordingly, the Organiser may request a winner, before presenting the award or prize, to provide proof of their identity and residence information previously provided by the Participant.

### **4. Prohibited Actions**

During the Competition, Organiser may, at its own discretion warn, disqualify, or ban any Participant, without any prejudice whatsoever for the Participant, that notably:

- Uses any third-party intellectual property in the Entry;
- Tempers with the Entry process;
- Colludes with other Participants to create an unfair advantage;
- Engaged in conduct in relation to the Competitions which is unlawful, fraudulent, misleading, deceptive, improper or generally damaging to the goodwill or reputation of the Competitions and/or Organiser;
- Uses any kind of cheats or hack;
- Does not comply in full with the current Rules;
- Has a behaviour, which, is unlawful, harmful, abusive, harassing, threatening, malicious, profanatory, defamatory, libellous, untruthful, pornographic, paedophilic, obscene, racist, vulgar, xenophobic, liable to incite hatred, sexually explicit, violent, contrary to morality or is in any other way unacceptable.

### **5. Prizes**

The nature of the prizes and their values are mentioned in the Specific Terms indicated below. One candidate can win only one prize at once.

The Organiser reserves the right to substitute the prize (in whole or in part) with a prize of equal or greater monetary value where the circumstances require such. No cash or credit alternatives will be offered, and the prize is not transferable.

Where applicable, and unless otherwise expressly stated in the Contest Message or Specific Terms, Participants' names will be entered into a draw for the prize. The name of the winner will be randomly drawn at the Organiser's place.

Taxes and all other charges, costs or other expenses associated with the receipt or use of the prize are of the sole responsibility of the winner.

If for any reason a winner does not take the prize or an element of the prize within the timeframe stipulated in the Specific Terms indicated below by the Organiser, then the prize or that element of the prize will be forfeited and a redraw will occur, when possible and unless otherwise stipulated in the Specific Terms. If any prize (or part of any prize) is unavailable, the Organiser, at its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to equal value and/or specification.

Without limiting any other section of these Rules, it is a condition of accepting the Prize that the winner: a) must comply with all the conditions of use of the Prize and the Prize supplier's requirements; and b) may be required to sign a legal release in a form determined by the Organiser in its absolute discretion and c) expressly accept that the Organiser has the right to publicise the names, characters, likenesses, social media handle, statement, photograph or voices of any entrants to the Competition for advertising and/or for publicity purposes worldwide and in all forms of media, without limitation and without any compensation.

## **6. Notification**

The winners will be notified by private message on Twitter, Facebook, Instagram or on forums, or by e-mail. The winners must claim the prize within 7 days of the date of notification. The prizes will be sent to the winners within two weeks after the winners have accepted their prize, or as soon as the prize is available. Specific delivery options shall be detailed in the Specific Terms indicated below or by email to the winners. Should any Participant's contact details change during the Competition period, it is the Participant's responsibility to notify the Organiser. A request to access or modify any information provided in an entry should be directed to the Organiser. Should the winner fail to respond or claim the prize within 7 days of the date of notification or if the prize notification is returned as undeliverable, potential winner will be disqualified and time permitting, an alternate winner may be selected at Organiser's sole discretion.

## **7. Liability**

To the extent permitted by law, the Organiser, its officers, employees, agents, representatives and related bodies corporate shall not be liable for any claims, costs, expenses, personal injury, death, loss (including loss of opportunity) or damage whatsoever (including but not limited to indirect or consequential loss or damage) suffered, sustained or incurred (including but not limited to arising as a result of any negligent act or omission) as a result of, or arising out of, or in any way connected with:

- (a) any Competition (including participation or attempted participation in the Competition);
- (b) the Prize (including use or attempted use of the Prize and/or assembly or attempted assembly of the Prize);
- (c) any technical difficulties or equipment malfunction (whether or not under the Organiser's control); notably impeding access and/or registration on Focus Home Interactive's accounts, and/or to complete/register and send the entry form if any, and more widely to participate in any Competition;
- (d) any theft, unauthorised access or third-party interference;
- (e) any entry that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Organiser); and/or
- (f) any Prize that is late, lost, damaged or misdirected in transit.
- (g) the non-compliance with third party websites (i.e Steam) terms and conditions.

Without limiting these Rules, the Organiser is not responsible for any incorrect or inaccurate information, either caused by the Participant or for any of the equipment or programming associated with or utilised in any Competition, or for any technical error, or any combination thereof that may occur in the course of the administration of any Competition. If for any reason a Competition is not capable of running as planned, including due to infection by computer virus, bugs, malware, tampering, unauthorised intervention, fraud, technical failures or any causes beyond the control of the Organiser, which corrupt or affect the administration, security, fairness or integrity or proper conduct of this Competition, the Organiser reserves the right in its sole discretion to disqualify any individual who tampers with the entry process, take any action that may be available, and to cancel, terminate, modify or suspend the Competition, subject to any direction given under State Regulation as applicable.

In any case, neither the Organiser nor any other person or party associated with running this Competition shall be liable for any indirect loss or damage whatsoever or any loss of profits suffered in connection with any Participant's participation in this Competition.

## **8. Intellectual Property Rights**

Pursuant to laws in force governing literary and artistic property, reproduction and representation in whole or in part of the elements comprising the Competition are strictly prohibited. All brands and trademarks cited are the sole property and or are registered by their respective owners.

All Entry materials, if any, submitted to Organiser shall become the sole property of Organiser and will not be returned or acknowledged. The participant warrants that he or she is the owner of all the intellectual property rights relating to the drawing created in the context of the Game and undertakes to provide proof of this at the request of the Organiser. Consequently, the participant guarantees the Organiser the peaceful enjoyment of the rights thus assigned.

As consideration for entering and participating in the Competition, Participants agrees to relinquish any and all rights to the materials that Participants submits. Submission of an Entry grants Organiser, its Affiliates, its agents and Developers the right to:

- reproduce or have reproduced the Image on any support and any media, the Game and/or for advertisement using any actual or future technique,
- integrate or have integrated, duplicate or have duplicated, published or have published, record or have recorded;
- modulate, adapt, modify, compress or decompress or use any other technical process necessary for the Purpose of the reproduction and use on any media, the Game and/or for advertisement purpose;
- make available and exploit the Image on Merchandising Products and Promotional Materials;
- grant license to third Party in order to exploit, distribute and promote the Game;
- mention the Participant's surname, first name and/or nickname as a winner or participant in the Game

without limitation and without any compensation to the Participant. Indeed, PARTICIPANTS WILL NOT RECEIVE ANY FINANCIAL INDEMNITY FOR THEIR PARTICIPATIONS nor for granting any of these rights to the Organiser.

Submission of an entry further constitutes the Entrant's consent to irrevocably assign and transfer to Organiser any and all rights, title and interest in the entry, including, without limitation, all copyrights for a period of time equivalent to the period of protection conferred by the law applicable to each of the above-mentioned intellectual property rights.

## **9. Personal Data**

The Organiser is collecting and processing the Participant's personal information for the purposes of conducting and promoting the Competition (including but not limited to determining and notifying winners). The Participant's personal information (name, postal address, social network account ID, IP address) may be disclosed to representatives and agents acting on behalf of the Organiser or assisting the Organiser in the administration of any Competition, including Prize suppliers and deliverers.

Entry is conditional on providing this information. Participants consent to the Organiser using the Participant's personal data for a period no longer than 2 months after the end of the related Competition, without remuneration for the purpose of the administration, promotion and organisation of such Competition only.

All personal data collected in the framework of a Competition, shall be processed by the Organiser as data controller pursuant to the EU General Data Protection Regulation of April 14<sup>th</sup> 2016 (hereinafter referred to as the "GDPR").

Pursuant to the GDPR, each Participant has, among others, a right to access, amend, limit and object to all nominative personal data and can exercised this right by writing to the following address: [personaldata@focus-home.com](mailto:personaldata@focus-home.com).

If you deem after reaching us out that your rights pertaining to your personal data have not been respected, you can lodge a claim to the French authority, i.e the CNIL (Commission Nationale Informatique et Libertés).

For more information about how the Organiser may process Participant's data and all rights associated to it, please refer to [Focus Home Interactive Privacy Policy](#).

## **10. General terms**

The Organiser reserves the right to cancel or postpone the Competition without liability upon the occurrence of events or circumstances beyond its control. The Organiser is entitled to disqualify and to take such other action as may be appropriate, any Participant or winner who, in Organiser's reasonable view, has or may have tampered or interfered with the entry process, violated these Rules and/or Specific Terms, or acted in an unsportsmanlike or disruptive manner. All Organiser's decisions relating to Competition and/or the award of prizes are final, and no correspondence will be entered.

## **11. Restrictions**

As gambling and/or some kind of Competition might be prohibited in some territories subject to certain conditions by national laws, each Specific Terms may specify applicable restrictions in order to comply with these national laws. Under no circumstances shall the Organiser be held liable if the Participant do not comply with these restrictions.

## **12. Applicable law**

These General Terms and Conditions shall be governed by French law. Any dispute which cannot be resolved amicable shall be referred before the Competent courts of Paris, France.

## SPECIFIC TERMS FOR HARDSPACE: SHIPBREAKER COLLECTIBLE DECAL DESIGN CONTEST

### 1. Organisers

Focus Home Interactive is co-organizing this contest with Blackbird Interactive, hereafter referred to jointly as the "Organisers".

### 2. Entry

To join the Competitive Season, you must be at least 15 years old (or any other age legally admissible for a minor to be able to enter a contest, under the law applied by the country of which you are a citizen) in accordance with the conditions of Article 2 of the Rules.

Start of the Competitive Season: 10/09/2020 at 19:00 CEST.

End of the Competitive Season: 25/09/2020 at 23:59 CEST.

### 3. How to Submit and Submission

Online Entries only. Participant may enter the Contest by submitting an original design (hereafter "Decal") inspired by the Universe of Hardspace: Shipbreaker to the Participant's own Facebook, Twitter or Instagram account, accompanied by the keyword #LYNXDecal in the title, making it visible and publicly viewable during the Contest Period.

Your Submission must comply with the following conditions, it shall:

- not contain more than three (3) colors;
- not contain or to a small extent, color gradients;
- not contain excessive details i.e the level of details shall be reasonable;
- conform to the principle of stickers, i.e. confers the impression of reward / gratification. As you know, these stickers are unlocked in the game as a reward, so your submission must comply to the spirit of the game;
- be in jpeg or png format, 160 x 96 Pixel;
- contain in the title the keyword #LYNXDecal

Any submission that does not comply with these conditions will be automatically disqualified.

### 4. Odds of winning

Only one participant can win this Competitive Season. Each participant can make only one submission on the social media platform of his choice. A participant who makes multiple submissions on different social media platforms will be disqualified.

### 5. Prize

The winner of this contest will :

- See his entry turned into a sticker that will appear, when unlocked by players according to the gameplay of the Hardspace: Shipbreaker, on the hull of a ship in the Game. The entry will be integrated in-game in the period of time from 1 October 2020 to 30 November 2020. Contest prize has no approximate retail value.
- Win a bundle of Focus Home Interactive and Blackbird Interactive's games, which includes the following games:
  - 1 (one) PC Digital Steam Key of "Homeworld: Deserts of Kharak" (value: 45,99 EUR);

- 1 (one) PC Digital Steam Key of “The Surge – Augmented Edition” (value: 29,99 EUR); and
- 1 (one) PC Digital Steam Key of “The Surge 2 – Premium Edition” (value: 49,99 EUR).

The total estimated retail value of such prize awarded under the competition is 125,97 EUR (One hundred and twenty-five euros and ninety-seven cents). This bundle will be delivered to the winner between 1 October 2020 to 30 November 2020.

## **6. Selection of the winners, Notification and Prize delivery**

**Selection of Winners by Developer.** Blackbird Interactive will select one winner pursuant to the following parameters and criteria :

- Originality and distinctiveness (40%): Most original Entry of all Entries
- Quality (30%): Best quality of Entry of all Entries
- Respect of the Game Universe / Lore (30%): Most aligned with Hardspace: Shipbreaker Universe Entry of all Entries

Shortly after the end of the Contest, the Organisers will contact the winner through a private message on Twitter, Instagram or Facebook to notify them their victory, the Organisers reserves the rights to contact the winner through the official Organiser’s Forums, Discord, or any other means available to them to reach the winner.

Should the winner fail to respond or claim the prize within 5 business days of the date of notification or if the prize notification is returned as undeliverable, they forfeit the prize entirely. In this case, the Organisers will pick the second-place prize entry.

The Organisers will use their best efforts to disseminate and integrate in-game the entry in the form in which it is submitted, but all Participants agree that due to technical limitations and internal standards, entries may be altered or modified and that the Organisers reserves the right to modify the entry at their sole discretion.