

Terms of Service for Participation in the Event (the “Terms of Service”)

By Participating in the Event or any part of the Event, each individual (each, a “Participant”) acknowledges to have read and understood, and agrees to be bound by, these Terms of Service. As used herein, to “Participate” (or a Participant’s “Participation”) shall mean registering for, attending, accessing or entering the Event or any part of the Event. If any Participant does not agree to these Terms of Service, such Participant should not Participate in the Event.

As used in these Terms of Service, “Management” shall be defined as Gamer Network Limited, a wholly-owned subsidiary of Reed Exhibitions Limited, and, to the extent applicable, any partner organisation which works with Gamer Network Limited to produce or manage the Event. The “Event” shall be defined as the **EGX X Eurogamer Pub Quiz & Community Event 2023**, which Event is scheduled to take place on Thursday 1st June 2023 at the Venue and which Event is owned, organised and managed by Management. The “Venue” shall be defined as Platform Shoreditch, 2b Worship Street, London EXC2A 2AH, United Kingdom, and shall also include such digital platforms as the Event website(s). A Participant’s “Credentials” shall be defined as a valid individual identifier provided by Management which entitles a Participant to Participate in the Event in some way, whether such Credentials are a physical object (including, for example, a badge, ticket, wristband or other authorised means of entry) or an intangible object (including, for example, a unique code, account, login, link or other digital identifier).

At any time, Management may amend these Terms of Service without notice to Participant by posting the amended Terms of Service on the Event website. The continued Participation in the Event by a Participant shall constitute acceptance of any such amended Terms of Service.

Assumption of Risk and Release

Participant acknowledges that there are hazards and risks incidental to Participating in the Event. By accepting Credentials and/or by Participating in the Event, Participant freely and voluntarily assumes any and all risks which are incidental to the Event, regardless of severity and regardless of whether or not caused by the negligence of Management, including, but not limited to, loss, property damage, injury or damage to persons and/or death. Further, Participant acknowledges that there is an inherent risk of exposure to communicable diseases, including COVID-19, in any public place where people are present and, by Participating in the Event, Participant freely and voluntarily assumes any and all risks related to such exposure. Participant agrees to follow all health and safety instructions, guidelines or standards issued by local and national government authorities, as well as any health and safety instructions, guidelines or standards for the Event which may be posted on-site at the Venue or as otherwise provided to Participant by Management.

In consideration for Participating in the Event, Participant hereby releases and forever discharges Management, the Venue and any third parties acting on their behalf (collectively, the “Released Parties”) from any and all claims, actions, damages, liabilities, costs or expenses (including legal fees) which are related to, arise from or out of, or are in any way connected to Participant’s Participation in the Event, whether or not such claims, actions, damages, liabilities, costs or expenses are caused by the negligence of the Released Parties or by the infringement or violation of any right. This release shall be effective and binding on any heirs, agents, personal representatives or assigns of Participant.

Incidentals to Participation

Participant acknowledges that he or she is solely responsible for any costs incurred in connection with any incidentals or expenses required in order to Participate in the Event or use the Credentials, including, but not limited to, travel, accommodation, Internet connection, mobile access or the use of any personal devices. Except as may be required by applicable law, Management will not be responsible or liable for any costs associated with Participation in the Event and all such costs shall be borne solely by the Participant. If physical Credentials are shipped to Participant, the title to such Credentials passes to Participant upon delivery of the Credentials from Management to the shipping company. To the extent such shipment of Credentials results in any duty or custom charge, Participant shall be responsible for payment.

Access to the Event

Except as may be required by applicable law, Participant is solely responsible for ensuring that Participant is able to Participate in the Event, including, but not limited to, any requirements that Management specifies or makes available on the Event website or at the Venue.

Personal Property

Upon entry to the Venue, all participants, their bags and other personal property may be subject to screening or security checks. Management expressly reserves the right to prohibit any personal property from entry into the Venue. **All personal property brought to the Event is done so at Participant's own risk and Participant is responsible for safeguarding such property at all times.** Participant hereby acknowledges and agrees that Management is not responsible for, and shall have no liability resulting from, any loss or damage to any personal property belonging to Participant, including, but not limited to, loss or damage resulting from fire, storms, air conditioning or heating failure, theft, roof leaks, other attendees participating in the Event or other causes, to the extent consistent with applicable law. No personal property may be left unattended while in or around the Venue. Management will handle unattended property however Management deems appropriate in its sole and absolute discretion. Any personal property which is left within the Venue upon the conclusion of the Event shall be considered abandoned and handled by Management accordingly.

Use of Credentials

All Credentials are a revocable licence to Participate in the Event and Management reserves the right to revoke such licence at any time in Management's sole reasonable discretion.

Loss of Credentials

Any Credentials which are purchased by, or otherwise made available to, Participant must be protected and safeguarded at all times. Participant hereby acknowledges and agrees that Management is not responsible for, and shall have no liability resulting from, any loss or damage to any Credentials.

Resale of Credentials

Once purchased, Credentials are non-refundable and non-transferable and cannot be reproduced, resold or upgraded. In the event of travel restrictions or any other matter which prevents a Participant from attending the Event, there may be a refund, but only at Management's reasonable discretion. No resale of Credentials shall be permitted, except with the prior written approval from Management. Credentials are immediately rendered void if altered in any way. The unauthorised resale of Credentials, the attempted unauthorised resale of Credentials, the unauthorised assignment of Credentials, the creation of counterfeit Credentials or the unauthorised transfer of Credentials to a third party are strictly prohibited and constitute an immediate forfeiture of Participant's Credentials without compensation from Management.

Removal from the Event

Management expressly reserves its rights to deny admission or entry, to remove, ban or eject a Participant, or to revoke or terminate any Participant's Credentials or access to any part of the Event, without refund, liability or compensation, as a result of: (1) failure to comply with these Terms of Service; (2) any illegal, unsafe, offensive or threatening behaviour which Management could reasonably consider to be disruptive of the Event; or (3) circumstances which Management determines may impact the safety, security, or order of the Event, each in Management's sole and absolute discretion. **Any such determination by Management shall be final.**

Proper Attire

At all times in connection with the Event, Participant will wear proper business dress attire. Management reserves the right to deny access or remove from the Event any participant wearing inappropriate attire or attire that could detract from the Event overall, in Management's sole and absolute discretion.

Restrictions on Eligible Participants

Please refer to the Event website for the full guidelines regarding the Event's admissions policy. At any time, in its sole reasonable discretion, and except as otherwise prohibited by applicable law, Management may request that any Participant provide documentation relating to verification of their identification, age or other certifications, whether or not described in these Terms of Service. Management reserves the right to deny entry, ban, or remove any Participant from further Participation in the Event if such Participant fails to provide the requested documentation or if such documentation is deemed insufficient by Management, in its sole and absolute discretion.

Event Features

The Event's operating hours, schedules, guests and features are subject to change or cancellation without notice to Participants. Participant is solely responsible for Participating in the Event in a timely manner and for observing any specific times or time limits provided to Participant by Management. In the event Participant fails to Participate in any part of the Event at a specific time and Participant is subsequently unable to Participate, Management shall have no obligation to provide any refund. Management is not responsible for delays and/or wait times in connection with any Event features.

Cancellation Policy

Management reserves the right to cancel or postpone the Event, or any part of the Event, on limited or no notice in Management's sole discretion. In the event of a cancellation or postponement, Management shall not be responsible or liable for any costs, damages, fees, expenses or other compensation associated, but each Participant shall be entitled to a full refund of any fees or charges paid to obtain a ticket to the Event.

Intellectual Property Rights

A. Release of Likeness

For good and valuable consideration, and in exchange for the opportunity to Participate in the Event, Participant hereby grants to Management the royalty-free, absolute and irrevocable right and licence to (i) record, photograph, and/or film the likeness, voice, appearance and/or image of such Participant while Participating in the Event (collectively, the "Likeness"); and (ii) publish, reproduce, portray, distribute and/or otherwise use the Likeness in all media formats (whether now known or hereafter existing), worldwide, solely in connection with the distribution, promotion and publicity of both the Event (including future editions thereof) and Management's general business, services or products.

B. Release of Participant Content

From time to time, certain parts of the Event may allow Participants to submit, share, post, create or otherwise distribute (collectively, "Distribute" or "Distributing") content, which may include, but is not limited to messages, text, sound, images, videos, data or other materials originating with Participant (collectively, the "Participant Content"). For good and valuable consideration, and in exchange for the opportunity to Participate in the Event, Participant acknowledges that by Distributing any Participant Content as part of the Event, Participant grants to Management royalty-free, irrevocable, non-exclusive, sub-licensable, assignable, unrestricted right and licence to publish, reproduce, portray, modify, adapt, transmit, distribute, create derivative works from and/or otherwise use the Participant Content in all media formats (whether now known or hereafter existing), worldwide, solely in connection with the distribution, promotion and publicity of both the Event (including future editions thereof) and Management's general business, services or products. **Please note that any Participant Content is Distributed solely at Participant's own risk.**

C. Representations and Warranties Regarding Intellectual Property

The "Likeness" and all "Participant Content" shall collectively be defined as a Participant's "Intellectual Property." With respect to such Intellectual Property, Participant represents and warrants that:

- (i) Participant is the creator and owner of any Intellectual Property hereunder or otherwise has obtained the necessary rights and authority to grant the rights described herein;
- (ii) to the extent the Intellectual Property contains the Likeness, name, marks, and/or other biographical or identifying information of Participant or of any third parties, Participant consents (or has obtained the required consents and/or licenses from any third parties) to the use of such Intellectual Property by Management, solely as described in these Terms of Service;
- (iii) Management may exercise the rights granted herein to the Intellectual Property without any additional financial liability, including, but not limited to, any compensation, royalties, residuals or fees to Participant or any relevant third party;
- (iv) Participant shall have no ownership in any media created by Management which incorporates the Intellectual Property (provided that Participant shall retain any ownership of any underlying Intellectual Property itself);
- (v) there shall be no expectation of any attribution to Participant;
- (vi) Management may use the Intellectual Property in any manner or media without first notifying Participant or any third party and Participant hereby waives any right to inspect or approve any such use or to any moral rights or "droits moral" that Participant may have;

- (vii) any digital Intellectual Property does not contain any viruses, adware, spyware, worms, bombs or other harmful or malicious code;
- (viii) the Intellectual Property does not and the use of the Intellectual Property by Management will not: (A) infringe, violate or misappropriate any third-party rights or proprietary rights; or (B) defame or slander any other person or legal entity; and
- (ix) the Intellectual Property will not violate any applicable laws or regulations.

While Management takes reasonable security measures in connection with the Event, Management does not guarantee the safety of any Intellectual Property and has no responsibility to do so.

D. Acknowledgement

Participant agrees and acknowledges to have read and understood this “Intellectual Property Rights” section and hereby expressly approves and consents to its terms and waives all obligations and rights which Participant may have in connection therewith.

Event Policies

At all times in connection with the Event, Participant is required to comply with and behave in accordance with (i) these Terms of Service; (ii) all applicable laws, ordinances, codes, regulations, standards and judicial or administrative orders; and (iii) any additional Event rules, regulations, policies or procedures which may be posted at the Venue, on the Event website or otherwise distributed to Participants by Management and as may be updated from time to time by Management (collectively, the “Event Policies”). By Participating in the Event, Participant acknowledges and agrees that Participant has read, agrees to comply with and will behave in accordance with the Event Policies. The Event Policies apply to EVERYONE Participating in the Event in any manner whatsoever. Each Participant in or to the Event is solely responsible for their own conduct while Participating in the Event or any part of the Event.

As part of the Event Policies, each Participant agrees that they will not, and will not directly or indirectly cause others to, do any of the following “Prohibited Activities” in connection with the Event:

- (i) interfere with, damage or engage in any act which disrupts the operation of the Event in any way, including but not limited to, obstructing aisles or entrances or exits, using foul language, screaming, yelling, encouraging disruptive behaviour from others or preventing any other participant from Participating in the Event by any means;
- (ii) distribute, wear, transmit, upload, display or otherwise circulate any content which is inaccurate, unlawful, infringing, defamatory, obscene, pornographic, invasive of privacy or publicity rights, harassing, threatening, abusive, inflammatory, or otherwise objectionable to Management, in Management’s sole discretion;
- (iii) distribute printed or recorded materials of any kind unless prior written approval has been obtained from Management;
- (iv) sell goods or services, display goods or services, make solicitations of any kind or conduct any commercial activities without the prior written approval of Management;
- (v) harvest, collect or attempt to collect the personal information, email addresses or other contact information of other participants in the Event without the consent of such participants;
- (vi) defame, harass, abuse, threaten or defraud other participants in the Event; and
- (vii) circumvent, disable, damage, remove or otherwise interfere with the security, integrity or proper conduct of the Event.

Ownership of the Event

The Event is owned and operated by Management. Unless otherwise indicated, any materials provided to Participant in connection with the Event including, but not limited to, any images, videos, logos, advertisements, promotional copy, information, data, content, educational materials, trademarks, service marks and other materials displayed or distributed in connection with the Event (but excluding any Participant Content, as defined herein) (collectively, the “Materials”) are the property of Management, its affiliated companies or third-party licensors. Each Participant is granted a limited, non-sub-licensable licence to Participate in the Event and utilise the Materials solely for Participant’s personal use. Each Participant agrees that nothing herein shall be deemed a grant of any intellectual property rights or other rights to use the Materials except as expressly provided by Management in writing. Any use of the Materials except as specifically authorised in these Terms of Service, without the prior written permission of Management, is strictly prohibited.

Participant has no expectation of privacy or confidentiality with respect to the Event (including, without limitation, any “private” interactions with other Event participants or guests) and agrees that Participation in the Event shall at all times be subject to these Terms of Service and may be monitored by Management without notice.

Privacy

By Participating in the Event or by submitting information to Management in connection with the Event, Participant agrees to the terms of Management’s [Privacy Policy](http://privacy.reedexpo.com/), located at <http://privacy.reedexpo.com/> and which may be updated by Management at any time. The continued Participation in the Event shall constitute a Participant’s acceptance of any such updated Privacy Policy. All Participants are expected to review the Privacy Policy carefully before Participating in the Event and Participant acknowledges that, in the event of a conflict or inconsistency between these Terms of Service and the Privacy Policy, the terms of the Privacy Policy shall prevail, govern and control. In addition, Participant authorises and permits Management to share Participant’s personal information, including, but not limited to, their contact information, with such affiliated entities, exhibitors, vendors, contractors or third parties (i) with which Participant authorises in connection with the Event, including, but not limited to, scanning Credentials in connection with the Event, accessing such third party’s content in connection with a digital Event or utilising any Digital Technologies (as defined below); or (ii) which may offer products, services and/or goods that may be of interest to Participant. By use of a valid registration code, promotional code, discount code, coupon or other code in connection with Participant’s registration for the Event, Participant hereby authorises and permits Management to share Participant’s personal information, including their contact information, with such entities, exhibitors, contractors or third parties associated with such code. “Digital Technologies” are defined as the Event website and any distribution or technology platforms for any digital aspects to the Event; any on-site or web-enabled technologies, including, but not limited to, on-site Wi-Fi, interactive kiosks, wearable beacon technology and/or RFID technology; and any mobile applications associated with the Event.

Security

Management reserves the right to modify, suspend, extend or terminate the Event, or any part thereof, or any Participant’s Participation thereto if Management determines, in its sole and absolute discretion, that the Event or any part thereof has been, or is suspected to be, tampered with or disrupted due to causes beyond Management’s control in a manner which may undermine or corrupt the security, integrity or feasibility of the Event or any portion thereof as contemplated herein. Although Management shall endeavour to ensure the security and integrity of the Event, in the event the Event or any part thereof is terminated or has any change in date, time, or location for any reason beyond Management’s control, Management shall not be liable to Participant in any way and Management shall have no further financial obligations to Participant. Additionally, Management is not responsible for the actions of any other Event participants in connection with the Event, including, but not limited to, any Participant’s attempt to circumvent or otherwise interfere with the security, integrity, or proper conduct of the Event. Participant’s interactions with third parties, including, but not limited to, guests and other participants in connection with the Event, are solely between Participant and such third party. Participant acknowledges and agrees that Management will not be responsible for any damages, losses, costs, expenses or liabilities incurred as the result of such interactions with third parties. Management is also not responsible for any problems or technical malfunction of any network or lines, servers or providers, equipment or software which are beyond Management’s control.

Limitation of Liability

PARTICIPANT AGREES THAT PARTICIPATION IN AND TO THE EVENT, INCLUDING ANY SECURITY MEASURES USED BY MANAGEMENT TO PROTECT THE EVENT, ARE PROVIDED STRICTLY ON AN “AS-IS” BASIS. IN CONNECTION WITH THE EVENT, MANAGEMENT SPECIFICALLY AND EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES, GUARANTEES, CONDITIONS, ASSURANCES OR OTHER TERMS, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATIONS OR WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ANY WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE WITH RESPECT TO THE EVENT AND ANY REPRESENTATIONS THAT THE EVENT OR THE SECURITY MEASURES FOR THE EVENT WILL BE FREE FROM DEFECTS, OPERATE OR BE FULFILLED WITHOUT ISSUE OR DELAYS, OR THAT THERE WILL BE NO CIRCUMVENTION OF THE EVENT OR ITS SECURITY MEASURES. IF ANY APPLICABLE AUTHORITY HOLDS ANY PORTION OF THIS SECTION TO BE UNENFORCEABLE, THEN THE RELEASED PARTIES’ LIABILITY WILL BE LIMITED TO THE FULLEST POSSIBLE EXTENT PERMITTED BY APPLICABLE LAW. WITHOUT LIMITING THE FOREGOING, UNDER NO CIRCUMSTANCES

SHALL MANAGEMENT BE LIABLE FOR ANY CLAIM, LOSS, COST, EXPENSE, OR DAMAGE WHATSOEVER TO PARTICIPANT IN AN AMOUNT EXCEEDING THE SUM OF THE FEES ACTUALLY PAID TO PARTICIPATE IN THE EVENT.

Acknowledgment of Terms of Service

By Participating in the Event, Participant acknowledges and agrees that Participant has read, and agrees to comply with, the Terms of Service stated herein and agrees that these Terms of Service shall be construed by and governed in accordance with the laws of England and Wales and that, with respect to any dispute arising out of these Terms of Service, the sole and exclusive jurisdiction and venue shall lie with the courts of England and Wales. For the avoidance of doubt, registration for the Event, Participation in the Event and/or the purchase or use of Credentials shall be considered acknowledgement of, and agreement to, these Terms of Service.

Authority; Reservation of Rights; No Waiver

Management shall have sole authority over all aspects of the planning, promotion, production and operation of the Event, including, without limitation, determining the Venue, scheduling, rescheduling and if, when and for how long the Event will occur. Management reserves all rights not expressly disclaimed in these Terms of Service. Management reserves the right to take any action that is reasonably necessary in the sole judgment of Management for the protection of the Event and/or the participants. Neither the failure of Management to require strict compliance with any provision of these Terms of Service nor the failure, delay or omission by Management in exercising any right with respect to any provision of these Terms of Service will be construed as a waiver or relinquishment to any extent of Management's right to assert or rely upon any such provision or right in that or any other instance.

Survival & Severability

Any provision of these Terms of Service which imposes an obligation on a Participant after the Event concludes shall be deemed to survive the conclusion of the Event. If any provision of these Terms of Service is judged to be invalid or unenforceable, the defective provision shall first be revised, limited or amended, consistent with the general intent of the provision, such that it is valid and enforceable, and the remaining provisions of these Terms of Service shall be unaffected and shall remain enforceable.

Integration; Non-Reliance; Remedies Cumulative

These Terms of Service, including the terms incorporated by reference herein, constitute a legal, valid, and binding obligation, enforceable in accordance with its terms. Participant acknowledges that in agreeing to these Terms of Service he or she has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in these Terms of Service. The rights and remedies provided by these Terms of Service are cumulative and use of any one right or remedy by either Participant or Management shall not preclude or waive the right to use any or all other rights or remedies. Such rights and remedies are given in addition to any other rights or remedies Participant and Management may have by law, statute, ordinance, or otherwise.

Health & Safety Acknowledgement

Please ensure that you have reviewed any guidelines, advisories or restrictions that may be in place for attendance at the Event. It is the responsibility of everyone to maintain personal hygiene.