

## 1. About EGX & [www.egx.net](http://www.egx.net)

- i. [www.egx.net](http://www.egx.net) (“**the Website**”) is an online entertainment, education and information service devoted to the games industry event known as EGX (“**EGX**”) which takes place at the ExCel Centre, London, over four days in September or October each year. The Website provides information, details and newsletters about EGX and offers its visitors and users an opportunity to purchase tickets for EGX and merchandising related to EGX (together, “**the Content**”).
- ii. EGX and the Website are operated and owned by Gamer Network Limited (“GNL”). GNL is a 100%-owned subsidiary of Reed Exhibitions Limited (“RX”) and RX, in turn, is part of the RELX plc Group of Companies.
- iii. These terms and conditions (“**these Terms**”) apply to all and any use of the Website and its Content.
- iv. By using the Website, you represent, undertake and confirm that you understand, accept and are able to understand and accept these Terms and agree to be bound by these Terms.
- v. If you do not accept or understand these Terms, you should not use the Website or any part of it. That includes, without limitation, using or accessing the Content.
- vi. If you are under the age of 18 or don't understand these Terms or their meaning, please ask a parent or guardian to explain them and their meaning to you.
- vii. GNL or RX may make alterations to these Terms from time to time and these variations shall become effective immediately upon being accessible from <https://www.egx.net/terms-and-conditions>.

## 2. Accounts

- i. You may be required to set up an account in order to use some features of the Website, including setting up a username and password.
- ii. Any username and password issued to you is personal to you, so that you can use and access the Website.
- iii. You must not disclose your username and password to any third party without GNL's or RX's prior written consent nor let anyone other than you use your account.

- iv. You are and shall remain responsible for maintaining the confidentiality of your username, password and account.
- v. You are and shall remain responsible for all activities that occur using your username, password and account.

### **3. Use of the Website**

- i. You may download and use the Website and the Content on it solely for your private, non-commercial, personal use via the internet only.
- ii. GNL grants you a non-exclusive licence to download and use the Website and the Content solely for your private, non-commercial, personal use only.
- iii. These Terms and the rights granted by them do not grant you any title or ownership in the Website or any Content and should not be construed as a sale or transfer of any copyright or other right.
- iv. You may not transfer, sub license or deal in any right granted under these Terms without GNL's or RX's prior written permission.
- v. You agree not to:
  - i. use the Website or any Content for any commercial or business purpose;
  - ii. use your access to any information gathered from the Website or its Content, for the sending of unsolicited bulk email or any spam;
  - iii. process or otherwise use the information contained on or within the Website or its Content for any illegal or immoral purpose or use or process the same unfairly.

### **4. Intellectual Property Rights**

- i. By "**Intellectual Property Rights**" what we mean is all ownership rights and interests in copyright, design right, database right, patents and any rights to inventions, know-how, trade and business names, trade secrets and trademarks (whether registered or unregistered) and any applications therefor and other like rights.
- ii. All Intellectual Property Rights in the Website design and software and all its Content belong to and vest in GNL or are

licensed to GNL, unless otherwise specified. All such rights of GNL (and RX) are hereby asserted and reserved.

- iii. In respect of the Website (including the Content) you shall not:
  - i. provide hypertext links, URL Links, graphic links, hyperlinks or other direct connection for profit or gain to them without GNL's prior written permission;
  - ii. display, publish, copy, print, post or otherwise use any information contained therein for the benefit of any third party or website without GNL's prior written consent;
  - iii. hack, attempt to hack, modify, adapt, merge, translate, distribute, transmit, use, re-use, re-post, disassemble, decompile or reverse engineer or create derivative works out of any information contained therein, for any purpose other than as expressly permitted above or unless expressly permitted by applicable law;
  - iv. remove, disable, modify, add to or tamper with any program code or data, copyright, trademark or other proprietary notices and legends;
  - v. create software which mimics data or functionality therein;
  - vi. use or deal in it except as permitted by these Terms.
- iv. You agree to comply with the Website Privacy Policy, Cookie Policy and all other applicable rules available on the Website.
- v. You must retain all copyright notices and other proprietary notices contained on the Website and the Content.
- vi. All third party Intellectual Property Rights are the property of their respective owners and GNL makes no warranty or representation in relation thereto.

## 5. User Content

- i. The Website is an entertainment, education and information service ancillary to EGX and may contain user-generated content and third party communications (“**the User Content**”), for which User Content GNL and/or RX act as a mere conduit.
- ii. The views expressed in any User Content are the views of the individual authors and not those of GNL unless specified otherwise by GNL. GNL is not responsible for and disclaims all

liability in respect of any comments, views or remarks expressed in any User Content.

- iii. By using the Website you acknowledge that GNL has no responsibility to review any User Content and that all User Content is made available on the basis that GNL is not required to and does not exercise any control or judgment concerning any User Content.
- iv. Notwithstanding the foregoing, GNL shall be entitled to remove or reject any User Content and remove or suspend your ability to access, upload, submit, transmit, post or otherwise place User Content on or through the Website for any reason.
- v. You agree and undertake that you will not upload, submit, transmit, post or otherwise place User Content nor make any communication or post to or transmit to The Website any statement or material that (a) is unlawful or which gives rise to civil or criminal liability; (b) promotes any illegal or unlawful activity; (c) infringes any copyright or other Intellectual Property Right of any third party or assists infringement or piracy; (d) includes any computer virus, worms, logic bombs or other malicious software or technically harmful data; (e) is abusive, pornographic, defamatory, discriminatory or obscene; (f) harasses any person; (g) markets or promotes any third party; (h) seeks or attempts to make any arrangement to meet a child under the age of 16 or which may have such a meeting as its object or effect; (i) contains any restricted material, including but not limited to passwords, medical information or confidential information of any person; or (j) solicits, invites, encourages, advocates, incites or provokes any or all of the foregoing.
- vi. It is a known risk of internet usage that people are not necessarily who they say they are. People may provide information or behave in a way that is unreliable, misleading, unlawful or illegal. GNL and RX have no way of telling if statements made by other users are true. This is a decision that can only be made by you. By using the Website and its services, you accept that this is the case and accept that you should exercise some degree of caution when using the Website you use the Website at your own risk.
- vii. You will be responsible for any User Content that you upload, submit, transmit, post or otherwise place on or through the Website and you accept that full responsibility and liability for that User Content rests solely with you.

- viii. By uploading, submitting, transmitting, posting or otherwise placing any User Content on or through the Website you expressly agree and confirm that:
- i. you are not a minor or else have your parent's or guardian's permission to do so on these Terms;
  - ii. your User Content may be used on and in connection with the Website;
  - iii. your username may be advertised and used in connection with any User Content you submit or make available;
  - iv. you grant to GNL the non-exclusive, irrevocable, worldwide, perpetual, royalty free right and licence to use such User Content on or in connection with the Website and give all consents (if any) which GNL requires, under copyright and other intellectual property, data protection and privacy laws worldwide, for that use;
  - v. you agree that GNL may use, publish, edit, modify and adapt your User Content for any and all purposes relating to the Website and you hereby grant it an unrestricted non-exclusive licence to do so and waive all so called moral rights in your User Content.
  - vi. you own or have proper licences, permissions or other consent in place in respect of all User Content you submit or make available;
  - vii. the User Content you submit or make available and the use of it as envisaged by these Terms does not and will not infringe any third party Intellectual Property Rights or other rights;
  - viii. you have not granted any other person any rights that are inconsistent with the rights granted above.

## **6. Liability**

- i. GNL provides and maintains the Website for personal information, education and entertainment, on an "as is" basis
- ii. GNL shall be liable only to provide its services with reasonable skill and care and gives no other warranty in connection with the Website or any Content.
- iii. Third party websites and online services to which the Website links ("**External Sites**") have not been verified or reviewed by GNL.

- iv. All use and access of External Sites is made at your own risk.
- v. GNL gives no warranty in connection with the Website other than as expressly stated in these Terms and to the maximum extent permitted by law. GNL excludes liability for: (a) any loss or damage howsoever arising, including, without limitation, any direct, indirect, special, punitive or consequential loss whether or not such arises out of any problem which GNL has been made aware of; (b) the accuracy, currency or validity of information and material contained within any Content or the Website; (c) any interruptions to or delays in updating the Website; (d) any incorrect or inaccurate information on the Website; (e) the infringement by any person of any copyright or other Intellectual Property Rights of any third party through any User Content or use of the Website; (f) the availability, quality, content or nature of External Sites; (g) any transaction involving External Sites; (g) any loss or damage due to viruses or other malicious software that may infect a user's computer equipment, software, data or other property caused by persons accessing, using or downloading the Website or any User Content; and (h) all representations, warranties, conditions and other Terms which but for this notice would have effect.
- vi. GNL does not warrant that the operation of the Website will be uninterrupted or error free.
- vii. GNL and/or RX will not be liable in any amount for failure to perform any obligation under these Terms if such failure is caused by the occurrence of any unforeseen contingency beyond its the reasonable control including without limitation internet outages, communications outages, fire, flood, war or act of God.
- viii. These Terms are subject to your statutory and common law consumer rights and shall not limit any rights you might have as a consumer that may not be excluded under applicable law nor shall these Terms exclude or limit GNL's or RX's liability for death or personal injury resulting from GNL's or RX's negligence or fraudulent representation.
- ix. You agree that, in relation to your use of the Website, you will not in any way conduct yourself in a manner which is unlawful or which gives rise to civil or criminal liability or which might call into disrepute the Website.
- x. You agree that you are and shall remain responsible for maintaining the confidentiality of your password and

membership account and for all activities that occur under your account.

- xi. You hereby indemnify, defend and hold GNL and GNL's affiliates and their officers, directors, owners and agents (collectively, "**the Indemnified Parties**") harmless from and against any and all liability and costs incurred by the Indemnified Parties in connection with any claim arising out of any breach by you of these Terms or claims arising from your use of the Website or any User Content. You shall use your best efforts to cooperate with the Indemnified Parties in the defence of any claim. The Indemnified Parties reserve the right, at their own expense, to assume the exclusive defence and control of any matter otherwise subject to indemnification by you.

## 7. Termination

Without limiting any other rights it may have, GNL may remove, restrict, cancel or suspend access to and use of the Website and the Content, if it considers (in its sole discretion) that you have breached any of these Terms. Termination shall be without prejudice to the accrued rights of GNL.

## 8. General

- i. GNL acts as principal on its own account and not as agent for you or any other person.
- ii. If GNL does not enforce any provision of these Terms, it will not be considered a waiver of any provision or right.
- iii. In the event that any part of these Terms is held to be unenforceable, the remainder of these Terms will remain in full force and effect.
- iv. These Terms constitute the entire agreement between you and GNL or RX and shall apply to the exclusion of all other terms or conditions of contract which you may purport to propose.
- v. Reference to the word "include" and "including" shall mean and be read as "include without limitation" and "including without limitation" in these Terms.
- vi. Use of the Website and these Terms are subject to the laws of England and Wales and the parties submit to the exclusive jurisdiction of the English courts.
- vii. The Website is intended for and directed at users in the United Kingdom and no representation or warranty is made as to

whether the Website complies with the regulatory regime and local laws of any other countries.

- viii. By using the Website, you undertake that you have the necessary hardware, software and capability required for such use including in relation to Content email and web usage.

## **9. About the Website & GNL/RX**

All questions, comments or enquiries should be directed to GNL at: [contact@egx.net](mailto:contact@egx.net).

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