

“ENDLESS SPACE 2” FACTION CREATION CONTEST RULES

AMPLITUDE STUDIOS 2016

PREAMBLE

Amplitude Studios is a French company, with a share capital (“société par actions simplifiée”) of 222.800,00 euros, registered with the Paris public register (“Registre du Commerce et des Sociétés de Paris”) under n°529 778 185, with its registered office located 43, rue de la Brèche aux Loups 75012 Paris, France, which designs, edits and distributes video games (hereinafter “the **Organizer**”). As part of its business, the Organizer has designed and edited a video game called “Endless Space 2”, (hereinafter “the **Video Game**”). The edition of the Video Game has generated much interest among its players and fans who form an invested and participatory community. The Organizer arranges a contest (hereinafter “the **Contest**”) to enable those who wish to participate to the development of the Video Game which rules of participation and prize awarding are defined hereafter (hereinafter “the **Rules**”).

1. Participant

The Contest is open to any natural person, of any nationality, aged 16 or more on the day of participation to the Contest. When filing the participation form (hereinafter “the **Form**”), any minor under his/her own national legislation states that he/she has the express authorization to participate to the Contest from the person who has parental authority over him/her. The proof of such authorization will be asked by the Organizer to minor(s) who won before delivery of the prize(s). Each participant will have to meet the conditions set forth in article 1 (hereinafter “the **Participant**”).

The Organizer specifies that a Participant can only be a natural person, excluding groups of natural persons, and that each Participant shall be an “amateur” meaning that neither shall he/she be a professional as to the content areas which have to be created within the participation of the Contest, nor be under contract with a video game editor, may it be

episodically or permanently, directly or indirectly. Furthermore, the Organizer limits participation to one per household for every Contest’s rounds and/or modules. A single Participant cannot participate twice to the same round and/or module but can however participate to every rounds and every modules. Participants cannot subscribe under a fictitious name. Each Participant must fill in the Form on which he/she (i) indicates its first name(s), family name, postal address, country of residence, date of birth, nationality and valid email address, and, (ii) states being major under its national legislation or being minor but having received the express authorization to participate to the Contest from the person having parental authority over him/her, and, (iii) declares he/she has read, understood and accepted the Rules, without reserve. Once the Form is fully filled in, the Participant will be able to submit his content, according to the following terms and conditions.

2. Contest’s access terms and conditions

The Contest is accessible to Participants from the Organizer’s GAMES2GETHER website www.games2gether.com and from the Facebook and Twitter pages of the Organizer directing them to the Organizer’s GAMES2GETHER website dedicated to the Contest directly accessible at the following address www.games2gether.com/endless-space-2/contests (hereinafter “the **Website**”). The Organizer clarifies that Facebook and Twitter are not affiliated, partners or sponsors of the Organizer. To that extent, they are not responsible for the present Contest. Given that most of the world’s Internet Service Providers offer unlimited Internet connection packages (unlimited in time and/or in capacity), the Organizer does not support connection fees. By exception, the Participant who do not benefit from an unlimited Internet connection will obtain reimbursement of his/her connection fees on the basis of 0.01 euros all taxes included

per minute of connection, provided that he/she sends a written request to the Organizer's postal address along with (i) proof of his/her limited Internet subscription and a proof of his/her connection(s) to the Contest, and, (ii) his/her complete banking details (RIB or IBAN). It is finally stated that there can only be one reimbursement per Participant and only one reimbursement request per envelope. Reimbursements will only arise if all of the above conditions are met.

3. Languages

To ensure – to any possible extent – the Participants' equal chances, the sole language of the Contest is English. However, the language of the Rules is French. Therefore, even if the Rules are also available in English, the French version will prevail in case of litigation.

4. Times and dates of the Contest

The Contest will take place in the three rounds described hereunder. The first round will take place from the 11th of August 2016, 3:00pm in GMT+1 to the 1st of September 2016, 12:00am in GMT+1. The second round will take place from the 1st of September 2016, 6:00pm in GMT+1 to the 22nd of September, 12:00am in GMT+1. The third round will take place from the 22nd of September 2016, 6:00pm in GMT+1 to the 13th of October 2016, 12:00am in GMT+1.

5. Description of the Contest

The Contest will take place in the three rounds:

5.1 Description of the Contest's first round:

The first round called "Game Design" consists for the Participants in (i) typewriting an original text in English, not exceeding 1.000 characters (spaces excluded) describing the gameplay and the background idea of a faction of the Video Game according to the instructions available on the Website (hereinafter "the **Game Design**"), (ii) completing the Form, and, (iii) publishing the said Game Design on the Website. After the publication, Participant will not be able to abandon his/her participation and his/her Game Design will be freely accessible to all Internet users, including for voting purposes, according to the conditions set forth hereafter. After this first

round, only one Game Design will win according to the conditions set forth in articles 6 and 7.

5.2 Description of the Contest's second round:

The second round called "Visual Design" begins once the first "Game Design" round is achieved and once the winning Game Design has been designated. The "Visual Design" round consists of the production of visual contents such as: "Spaceships", "Heroes", "Population", and "Mood". Participants to the second round will have to (i) produce one or more content(s), having to be conform to the first round winning Game Design, (ii) complete the Form, and, (iii) publish the said content(s) on the Website. During this second round, Participants produce one or up to five drawings, roughs, sketches reproduced in files not exceeding 2 Mo, and describing elements such as "Spaceships", "Heroes", "Population", and "Mood" of the Video Game faction described in the winning Game Design. The Participant to the second round will deliver his/her content(s) on the Website. After this publication, Participant will not be able to abandon participation and their content(s) will be freely accessible to all Internet users, including for voting purposes, according to the conditions set forth hereafter. After this second round, only one content will win.

5.3 Description of the Contest's third round:

The third round called "Narrative Design" begins once the second "Visual Design" round is achieved and once the winning Game Design has been designated. The "Narrative Design" round consists for the Participants in (i) typewriting an original text in English, not exceeding 1.000 characters (spaces excluded) describing the lore of a faction having to be conform to the first round winning Game Design and the second round winning Visual Design, (ii) completing the Form, and, (iii) publishing the said Narrative Design on the Website. After the publication, Participant will not be able to abandon his/her participation and his/her Narrative Design will be freely accessible to all Internet users, including for voting purposes, according to the conditions set forth hereafter. After this first round, only one Narrative Design will win according to the conditions set forth in articles 6 and 7.

6. Voting process

Every Internet users aged 12 or more and having a valid email address can vote. It is an online vote, accessible from the following Website's page: www.games2gether.com/endless-space-2/votes. Only one vote per IP address is admitted and any vote is final. For impartiality reasons and to avoid fraud, the number of votes for each round and will be kept secret until completion of the voting process. The votes for the Contest's first round will be collected from 25th of August 2016, 6:00pm GMT +1 to the 1st of September 2016, 6:00pm GMT +1. The votes for the Contest's second round will be collected from 15th of September 2016, 6:00pm GMT +1 to the 22nd of September 2016, 6:00pm GMT +1. The votes for the Contest's third round will be collected from 6th of October 2016, 6:00pm GMT +1 to the 13th of October 2016, 6:00pm GMT +1.

7. Winners' Designation

Results will be displayed on the Website and on the Organizer's GAMES2GETHER website the day after the completion of the voting process at 6:00 pm GMT+1 and will remain online until the last day of the month in which winners received their prize(s). To that extent, by participating to the Contest, winners expressly authorize the Organizer to publish their username(s). Furthermore, the winners will be informed by email sent to the email address mentioned in the Form, between the date and time of the closing of the votes and the date and time of the display of the results on the Website. Thus, the Participant who wrote the Game Design and who had the most of the votes after the first round will be declared winner. Participants who wrote the Visual Design and who had the most of the votes after the second round will be declared winner. Participants who wrote the Narrative Design and who had the most of the votes after the third round will be declared winner. Since each Participant can participate to the three rounds, there will be at least 1 winner and maximum 3 winners.

8. Description of the prizes

Winners of the Contest will each be provided with an identical prize composed of (i) an exclusive GAMES2GETHER forums badge, (ii),

their name in the credits of the game, (iii) return flight ticket from the closest airport of the winner's residential town, in direction of one of the Parisian airports (Orly, Charles de Gaulle, Beauvais ...), from a regular airline company, in economy class, transportation to and from the Parisian airport to the hotel (organized by the Organizer), two nights in a two or three stars' hotel (French norm) located in Paris, being understood that rooms may be shared, two continental breakfasts to be taken at the hotel, transportation to and from the hotel to the Organizer's office, a day in the Organizer's offices, including its visit, the presentation by a professional member of the Organizer's company of the winner(s)' Faction and content(s)' integration into the Video Game, prizes are only composed of the above, excluding anything else. Accordingly, winner(s) will be personally responsible for, but not exclusively: the obtaining of their visas and paying the related costs, the obtaining of every needed authorizations to leave their country of residence and/or to travel in France, according to their national legislation and paying the related costs, the transportation from their residential town to the closest airport, the meals during the travel (and during any correspondence) and the trip, and any other personal expenses that they may expose during the travel or the trip, The total value of each prize does not exceed 5,000 Euros all taxes included. The Organizer is entitled to replace one or more elements of the prize by a prize of equivalent or superior value, at any time, especially if the issuance of one or more of these elements is not possible. Finally, the Organizer intends to make it clear that three prizes are at stake, but that it is possible that only two or one will be awarded, since it is not forbidden for one Participant to produce and publish contents at each round of the Contest.

9. Awarding's conditions of the prizes

Once informed of the Contest's results, each winner will have to come forward in a 5 calendar days delay from the results of the contest. If the winner has not come forward in the above mentioned time limit, the prize will be awarded to the Participant who obtained the most votes, after the winner, without prejudice for the

winner who has not come forward in the given time limit. To enable the Organizer to award the prizes to the winners, each winner will receive, during the first week of October 2016, an email to the email address mentioned in the Form asking for the documents needed for the reservations of flight tickets and for the trip i.e. a copy of the passport, a copy of the trip documents required by the winner's national legislation or by the French authorities (visas, permissions to leave the territory, ...) and, if the winner is minor, a copy of the travel authorization/authorization to leave the territory given by the person having parental authority over him/her. Winners will have to communicate all of the above mentioned documents to the Organizer within a 15 calendar days' delay. If they do not communicate the documents or communicate the documents in an incomplete way (missing, truncated or illegible documents), the said winners will purely and simply be deprived of their prize, without prejudice, since they have not fulfilled all of the Organizer's required conditions. The prize(s)' awarding is materialized when the proof of the flight tickets and hotel booking is sent by email to the email address mentioned in the Form. The prize(s)' awarding may not be the ground for any dispute of any kind, for any awarding of their monetary value, for their exchange or replacement for any reason whatsoever... If (i) one of the information given by the winner in the Form is wrong, incomplete or incorrect, and/or, (ii) the winner doesn't obtain the necessary visas and/or authorizations to leave his/her country or to travel in France, the winner will be deprived of his/her right to claim the prize and will have no grounds for any action against the Organizer.

10. Intellectual Property

10.1 Participants Warranties: Participants warrant that they are the sole authors of the Scenario and content(s) they may have produced and published in the context of the Contest. To that extent, Participants warrant (i) that they own all necessary intellectual property rights over the said Scenarios and contents, (ii) the quiet enjoyment of the Scenarios and contents against all troubles and claims from any third party, (iii) that the said Scenarios and contents

do not constitute an infringement to any pre-existent works and more generally, that they do not restrict or affect third party rights. They also undertake to warrant the Organizer against any conviction in principal, interests and accessories, that could be pronounced against it as a result of the use of the Scenarios and contents. The Organizer being the sole owner of intangible element like its Internet website, the Website, the trademarks and designs, images, photography and texts displayed on its Internet website and the Website, Participants refrain from infringing, directly or indirectly, the property rights of the owner on those elements.

10.2 Assignment of intellectual property rights of the winner(s) to the Organizer: The Scenarios and content(s) are likely to be protected by intellectual property rights. Hence, the Participants grant the Organizer all of intellectual property rights over the Scenarios and content(s).

They grant **their exploitation's right**, and notably (a) the right to incorporate and to exploit all or part of the Scenarios and content(s) in data bases, multimedia works, video games, in the context of an online and/or offline exploitation, (b) the right to grant a third party, in whatever form it shall take, notably by an assignment, a licence or another contract, at no cost or for value, all or part of the granted rights in the Scenarios and content(s), temporarily or permanently, (c) the right to authorize reproduction, representation, publication and edition in all or part of the Scenarios and content(s) as well as of all the main features of the Scenarios and content(s) for the exploitation by any processes and on any Formats, including for the promotion and/or advertising of the Video Game (in its actual version or all future versions).

They grant **their reproduction's right** and notably (a) the right to fix, to have fixed, to reproduce, to have reproduced, to register, to have registered, by any means, all or part of the Scenarios and content(s), in all processes, medium, formats and by using all the aspect ratios, in two or three dimensions, as well as fixed photographs of all or part of the Scenarios and content(s), (b) the right to establish or to have established, to exploit or to have exploited all the originals, doubles or copies of all or part of the Scenarios and content(s), by any

processes, by any medium and using any formats, (c) the right to put these originals, doubles and copies into circulation or to have them put into circulation and to exploit or to have exploited them on all Formats, by any electronic communication networks and/or stationary or mobile radio communication networks and/or fixed or mobile telecommunication networks and more generally, by all means of provision to the existing and future public, of all or part of the Game Design and content(s), all or part of the Visual Design and content(s), all or part of the Narrative Design and content(s), (d) the right to digitalize or have them digitalized, to modulate them, to have them modulated, to compress and decompress them, to have them compressed or decompressed, to memorize them and have them memorized, to reproduce them, to have them reproduced, as well as to store them and to have them stored, notably for their transfer and/or diffusion and/or exploitation on any Formats and by any processes.

They grant **their right of representation** and notably (a) the right to represent all or part of the Game Design and content(s), all or part of the Visual Design and content(s), all or part of the Narrative Design and content(s), or to have them represented all over the world, by radio, wire, satellite, digital television, Hertzian television, TNT, XDSL, WebTV, Catch-up TV, Podcasting, fixed and/or mobile television, Internet, Intranet, wireless telephony networks, and all electronic communication networks, in all the private places or the places accessible to the public, and by any Processes, on any formats, at no cost or with a flat fee subscription or with an individualized price, (b) the right to communicate the broadcasting of all or part of the Game Design and content(s), all or part of the Visual Design and content(s), all or part of the Narrative Design and content(s), in a place accessible to the public, (c) the right to broadcast all or part of the Scenarios and content(s) or to have them broadcasted all over the world, with any kind of public, on all electronic communication networks (notably computer, telematics, internet) and by any processes, (d) the right to represent all or part of the Game Design and content(s), all or part of the Visual Design and content(s), all or part of the Narrative Design and content(s), to the

public in cultural and educational, private or public, French or foreign institutions such as museums, libraries, educational or training establishments..., in internal company networks, corporate groups and any other groups of natural or legal persons, public or private, French or foreign, (e) the right of exploitation of all or part of the Scenarios and content(s) by linear or interactive, analogical or digital videograms, including notably DVDs, video tapes, video discs, CDI, CD-Rom, DVD-Rom, DVD, CDV, Blu-Ray Disc, digital discs, hard discs, USB keys, memory cards, flash memory, SD cards and those in the same category, intended for sale, rent or loan for private use by the public or public use, (f) the representation to the public of all or part of the Game Design and content(s), all or part of the Visual Design and content(s), all or part of the Narrative Design and content(s), in any events and for example to provide information, promotion, demonstration and advertisement of the Video Game (in its actual version or all future versions).

They grant **their right of adaptation** notably includes the right to adapt, to correct, to have all or part of the Game Design and content(s), all or part of the Visual Design and content(s), all or part of the Narrative Design and content(s), evolved, the right to make new versions of the Scenarios and content(s) or new developments based on all or part of the Game Design and content(s), all or part of the Visual Design and content(s), all or part of the Narrative Design and content(s), the right to keep, to change, to organize, to combine, to condense, to transcribe, to digitize, to mix all or part of the Game Design and content(s), all or part of the Visual Design and content(s), all or part of the Narrative Design and content(s), the right to translate them in any languages, to adapt them to any artistic kind, the right to interface them with whichever software, hardware or database, the right to integrate them into any existing or future works, on any formats and by any processes.

They grant **their right of derived commercialization** which notably consists in (a) the right to make, to distribute, to sell, to rent, to lend, to edit, to commercialize or to use in any forms, products and/or objects that incorporate all or part of the Game Design and content(s), all or part of the Visual Design and content(s), all or

part of the Narrative Design and content(s), as well as any of all or part of the Game Design and content(s), all or part of the Visual Design and content(s), all or part of the Narrative Design and content(s), main characteristics in their substance, their form, their design, their packaging and their presentation, by any process, (b) the right to commercially use products and/or dematerialized services such as SMS, MMS, chat, games, multimedia creations, downloads, cellular phones customization elements such as ringtones, wallpapers, flash animations, etc. which reproduce or use all or part of all or part of the Game Design and content(s), all or part of the Visual Design and content(s), all or part of the Narrative Design and content(s), as well as any main characteristics of all or part of the Game Design and content(s), all or part of the Visual Design and content(s), all or part of the Narrative Design and content(s), (c) the right of distribution includes notably the right to broadcast all or part of the Game Design and content(s), all or part of the Visual Design and content(s), all or part of the Narrative Design and content(s), to have them broadcasted, the right to commercialize them or to have them commercialized, the right to market them or to have them marketed, at no cost or for value, including by renting or selling copies of all or part of the Game Design and content(s), all or part of the Visual Design and content(s), all or part of the Narrative Design and content(s), on any formats, by any processes and to all public.

The current assignment is exclusively granted to the Organizer for the entire world and for the legal duration of the intellectual property rights protection over the Scenarios and content(s) and its potential legal extensions. Thus, Participants are prohibited from using to their own profit, from granting or licensing all or part of the intellectual property rights over the Scenarios and content(s) to any third party, in no way or for any reason, whether all or part of the Game Design and content(s), all or part of the Visual Design and content(s), all or part of the Narrative Design and content(s) are used or not or whether they are integrated or not into the Video Game.

11. Privacy Policy

For the purpose of the Contest (participation and votes), the Organizer will collect the following personal data: first name(s), last name(s), postal address, country of residence, date of birth, nationality and email address. The information collected by the Organizer are only used to identify the Participants and the winners of the Contest. These data will not be used for any other reasons and will be used neither for information's reasons nor for external communication purposes related to the activity or actuality of the Organizer. Consequently, the Organizer undertakes (i) not to use the collected data, directly or indirectly, for promotional purposes, (ii) not to assign them to anyone, and (iii) to destroy them at the end of year 2017, at the latest. Given the purpose of the collection of personal data by the Organizer, the processing of such data and the file created have been subject to a CNIL simplified declaration (norm n°48). In compliance with the Law n°78-17 dated 6 January 1978 relating to Information Technology and Data Protection as modified by Law n°2004-801 dated 6 August 2004, any Participant has the right to oppose, access, rectify or suppress his/her personnel data with the data controller: M. von Knorring, by writing to the following address: 43 rue de la Brèche aux Loups 75012 Paris, or by emailing the following address contact@amplitude-studios.com. Finally, Participants are informed that during their connection to the Contest dedicated Website, one or more cookie(s) may be installed automatically via the navigation software they use. It is therefore possible for the Participant to set their navigation software in order to be informed of the presence of such cookies and to refuse them.

12. Responsibility

Participation to the Contest involves the use of the Internet network. Participants and voters state that they are aware of the instability, limitations and risk inherent to the Internet network. Therefore, the Organizer may, under no circumstances, be held responsible for indirect, incidental, consequential, special, foreseeable or unforeseeable damages, arising out of or relating to the participation to the Contest and/or to the votes, and notably – without that list being exhaustive - the Organizer

shall not be responsible: for the non-receipt of a Scenario and/or a content, or a Form, for the non-recognition of a vote, for the loss of data and files, for software operating losses, for risks associated with Internet connections, for Internet failures, for failures of equipment and cables, for effects of viruses, bugs or technical failures. Furthermore, the Organizer may not be held responsible in any way for the attitude, behavior, and/or personal actions of the winners while enjoying the prize, or for the consequences of such actions. Finally, Participants state that they have legally acquired the software they might use to produce the Scenario and content, that they hold necessary rights for its use, and that they are using it in accordance with its purpose and destination and not to have changed it. Accordingly, the Organizer may not be held responsible in respect with the publishers of such software for its use by Participants.

13. Loyalty

Participation in the Contest implies full acceptance of the Rules and will be in good faith and in a loyal way. Thus, every incorrect, incomplete, fraudulent or deceptive statement results in immediate disqualification of the Participant who will - in no way - be able to seek the Organizer's responsibility or ask for compensation. Not indicating real dates of birth, first and last name(s), subscribing with a pseudonym, for minors to declare having parental authorization when it is not the case, having provided illegible, truncated or falsified documents,... are regarded as incorrect, incomplete, fraudulent or deceptive statements. Each Participant also undertakes not to try and access the Website or the Organizer's website for any other purpose than a loyal participation in the Contest. Therefore, any act of hacking or attempted hacking, or any act interfering with the normal operation of the Website or the Organizer's website or having the purpose of accessing or attempting to access Organizer's confidential data, will result in immediate disqualification of the Participant, without prejudice of any legal action against him.

14. Rules' accessibility and amendment of the Contest and the Rules

The Rules are accessible online on the Website, at the following address: www.games2gether.com/endless-space-2/contests. The Organizer reserves the right to shorten, extend, modify, suspend or cancel the Contest. The Organizer will then inform the Participants on the Website, on the Organizer's website's homepage and on the Organizer's Facebook and Twitter pages. The Organizer also reserves the right to modify the Rules. Any amendment of the Rules will be subject to a new post on the Website, at the following address www.games2gether.com/endless-space-2/contests, and will immediately enter in force.

15. Game addiction

Games can cause a harmful addiction. The Organizer may in no way be held responsible for such state of addiction. However, in the context of prevention and treatment of addictions like games' addictions, the Organizer invites the Participant(s) (and persons having legal authority over minor Participants) who believe they are in such state of dependence, to get in touch with a center offering special care to game addicts, which list is freely accessible to French Participants on the Ministry of Health's website.

16. Applicable Law

The Rules are subject to French law. Disputes that may arise during the implementation and interpretation of the Rules are subject to French courts.

17. Various

The winners give their express authorization to publish and communicate their usernames on the Organizer's website, for the all duration mentioned in article 7, as well as in the Video Game credits with no time limit. Any question related to the application and/or interpretation of the Rules may be asked to M. von Knorring, at the following email address: contact@amplitude-studios.com. An answer will be given within a 15 calendar days' period following the reception of the question.