

# **SPLENDOR**

## **DIRECT ELIMINATION TOURNAMENT – OFFICIAL RULES**

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### **ARTICLE 1 - ORGANIZING COMPANY**

ASMODEE GROUP, a simplified joint-stock company with a sole shareholder, registered at the Registry of Commerce of Versailles under number 399 899 806 00067 and having its registered offices at 18 rue Jacqueline Auriol – Quartier Villaroy - 78280 Guyancourt – France (the “Organizing Company”), organizes the SPLENDOR Tournament from the October 9th at 10 am to November 23 at 10 am (the “Tournament”) pursuant to the terms and conditions of the official rules set forth herein (the “Terms and Conditions” or “Official Rules”).

### **ARTICLE 2 - ELIGIBILITY**

This Tournament is open to all BGA premium account members. However, employees of the Organizing Company and its affiliated companies, are not eligible to participate in the Tournament.

Each Participant unconditionally accepts and agrees to comply with and abide by these Official Rules and the decision of the Organizing Company, which shall be final and binding in all respects.

The Organizing Company may at any time request from any Participant to demonstrate compliance with the Official Rules and eligibility requirements set forth herein. Any Participant who does not comply with the Official Rules and requirements set forth herein or who refuses to demonstrate compliance with such, will be excluded from the Tournament and will not be able, in case of prize award, to obtain it.

The Tournament is only available online on the BGA platform at the address <https://boardgamearena.com> . Therefore, by participating to the Tournament, Participants have unconditionally agreed to BGA’s Terms of Use available at the following URL: <https://boardgamearena.com/legal?section=tosv;>

### **Article 3 – HOW TO REGISTER ONLINE AND REGISTRATION PERIOD**

The Tournament is only available online with Board Game Arena.

To register, Participants must have an active and valid BGA Premium account **and** register through a BGA link provide by the publisher of the Platform, AD2G.

All informations will be available on the BGA Tournament page and on this page <https://www.spacecowboys.fr/tournoi-splendor-bga>

Registration shall begin on September 24, 2024, at 4PM (French Time) and shall end on October 8, 2024, at 6PM (French Time), after which time the registration process will be closed, and no other entries shall be accepted.

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## ARTICLE 4 – TOURNAMENT

The Tournament shall commence on October 9, 2024, at 10 AM and end on November 27, 2024, at 6PM. It will unfold in two (2) identical phases in all four Regions.

**(I) Qualification Phase**

Tables of two (2) Participants each.

The final Participants in each Tournament will be qualified to enter the Final Phase of the Tournament.

**(II) Final Phase**

**Four (4) Participants –Final game round – Winner selection**

One (1) table of four (4) Participants.

The 4 Participants will play the final game round of the Final Phase. Then, based on scored points, the best-ranking Participant will be declared the winner of the Tournament. The other three Participants will be eliminated.

During this Phase, the game will be played in real time and streamed on social media.

All game rounds in qualification phase will be in asynchronous mode, i.e.; the Participants will take their turns and wait for each of the other Participants to play their move before playing again. Participants are encouraged to discuss their moves with their table partners..

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## ARTICLE 5 – PRIZES

Prizes will be granted to all sixteen (16) Participants of the Final Phase according to their ranking:

| <b>RANKING</b>   | <b>PRIZE AND APPROX. RETAIL VALUE</b>  | <b>APPROX. TOTAL RETAIL VALUE</b> |
|--|--|-----------------------------------|
| 1  | Splendor exclusive deluxe version      | € 1,000                           |
| 1 to 4   | Splendor Range (Classic, Duel, Marvel) | € 100                             |
| 5 to 16  | Splendor Refresh                       | € 35                              |
| <b>APPROX. GRAND TOTAL RETAIL VALUE OF THE PRIZES:</b> |  | <b>€ 1135</b>                     |

The Organizing Company undertakes to send the Prizes within thirty (30) days from the end of the Tournament, to the postal addresses on file for the Participants. However, the delivery of the deluxe version may be delayed depending on production schedules. The Organizing Company shall in no case be held liable for any incorrect contact information on file.

The Organizing Company reserves the right in its sole and absolute discretion to award substitute prizes of equal or greater value if the Prizes described in these Official Rules are unavailable or cannot be awarded, in whole or in part, for any reason. The approximate retail value (the “Approx. Retail Value”) of the Prizes represents the Organizing Company’s good faith determination. That determination is final and binding and cannot be appealed. If the actual value of any of the Prizes turns out to be less than the stated Approx. Retail Value, the difference will not be awarded in cash. The Organizing Company makes no representation or warranty concerning the appearance, safety, or performance of the Prizes awarded. Restrictions, conditions, and limitations may apply. The Organizing Company will not replace any undelivered, lost, or stolen Prize.

For sake of clarity, it is here specified that the Organizing Company will not provide any services nor guarantees relating to the use of the prize(s).

## ARTICLE 6 - LIMITATION OF LIABILITY

- (i) The Organizing Company shall not be held liable for direct or indirect damages, whatever the causes, origins, nature, or consequences, even though the Organizing Company may have been advised of the likelihood of such damages, caused by reasons of:
  - a) the malfunctioning of the internet network and/or any computer, and/or hardware and/or software and/or database of a Participant or of any person or company in relation with the organizing of the Tournament, and more generally, any problem deriving from (tele)communication networks, processes, and services, from computers (on and offline), servers, internet service providers (the “ISP”) and/or web hosts, computer hardware, databases, and personal data;

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- b) Anyone’s access to BGA’s website (the “Website”) or inaccessibility to it;
- c) Accessibility or inaccessibility to the Website, including any tampering, virus, bug infecting the computer hardware of the Participant, and/or the Organizing Company’s and/or any other property.

The Organizing Company shall not be held liable if, due to force majeure or any event beyond its control, the Tournament covered by the Official Rules should be cancelled, extended, shortened, postponed, or modified.

The Organizing Company shall not be held liable and no recourse may be taken against it in the event of the occurrence of events of force majeure (strikes, bad weather, etc.) partially or totally depriving Participants of the possibility of participating in the Tournament and/or the Winning Participants of the benefit of their winnings.

The Organizing Company shall not be held liable for any delay in the dispatch of the prizes and lots when this delay is not attributable to it, but is the fault of the service provider that it uses to carry out this dispatch. It shall not incur any contractual or legal liability in respect of operations relating to the transport of the prizes and lots awarded. The Organizing Company shall not be held liable for any damage, theft or loss during transport and delivery of the package.

The Organizing Company declines all responsibility in the event of any incident and/or accident that may occur during the use or enjoyment of the prize won and/or due to its improper use by the Winning Participants, it being incumbent on the Winning Participants to take out their corresponding insurance.

The Organizing Company, as well as its service providers and partners, may not be held liable for the loss or theft of the prizes by the beneficiaries once the Winning Participants have taken possession of them.

- (ii) By participating in this Tournament, each Participant agrees to be bound by these Official Rules. Participants further agree to be bound by the decisions of the Organizing Company, which shall be final and binding in all respects. The Organizing Company reserves the right, in its sole discretion, to disqualify any Participant found to be: (a) violating the Official Rules; (b) tampering or attempting to tamper with the registration process or the operation of the Tournament, (c) violating the terms of service, conditions of use and/or general rules or guidelines of BGA and/or the Organizing Company’s property or service; and/or (d) acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other Participant.

### **ARTICLE 7 – OBTAINING THE RULES**

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Rules can be sent upon request to the Organizing Company at the following email address: [contact@spacecowboys.fr](mailto:contact@spacecowboys.fr)

Rules can be accessed on the following address : <https://www.spacecowboys.fr/tournoi-splendor-bga>

### **ARTICLE 8 – DECISIONS OF THE ORGANIZING COMPANY**

The Organizing Company reserves the right to amend, at any time the Official Rules and take any decisions it deems fit relating to the enforcement and interpretation of the Official Rules. In particular, the duration of the Tournament can be prolonged, shortened, or otherwise modified. The Organizing Company will notify Participants of such by the means it deems fit. The Organizing Company further reserves the right, without prior notice or obligation, to modify, prolong, shorten, suspend, postpone, or cancel the Tournament or one or several Tournament rounds, or to modify access and/or operating procedures.

The liability of the Organising Company may not be engaged in respect of the foregoing and the Participants may therefore not claim any compensation or indemnity of any nature whatsoever.

### **ARTICLE 9 – USE OF PARTICIPANT’S PERSONAL DATA**

The personal data collected from each Participant, both during participation in the Tournament and, where applicable, during the awarding of a prize, are subject to the provisions of the French Data Protection Act of January 6, 1978, as amended, and of the European Regulation on the Protection of Personal Data (RGPD) No. 2006/679.

The controller of the personal data collected from each Participant is the Organizing Company.

The personal data collected and processed by the Organizing Company are the following:

- Name and Firstname;
- Professional email address;
- Postal address (only for the 16 finalists and only to send them their prizes).
- Phone number

The personal data of the Participants will be recorded and used by the Organizing Company to record their participation in the Tournament and to enable the prizes to be awarded.

The legal basis for the processing of personal data is the performance of the contract (Article 6.1. b) of the GDPR).

In accordance with the provisions of the RGPD, the Organizing Company is entitled to disclose the Participants' personal data to external subcontractors who act on behalf of and on the instructions of the Organizing Company (in particular service providers, technical partners for the purpose of delivering the prizes).

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In this context, the Participants' personal data may be transferred outside the European Economic Area (EEA). In the absence of an adequacy decision by the European Commission, the transfer of personal data will be governed by the transfer mechanisms provided for by the legislation in force for the adequate protection of personal data (e.g.: adequacy decision, signature of the European Commission's standard clauses where applicable, etc.).

The Organizing Company shall keep the Participants' personal data only for the time necessary to achieve the purposes described above. The Participants' personal data shall then be archived for the period required by the legal provisions in force and for the management of any claims and/or disputes. The Participants' personal data will then be deleted or anonymized for statistical purposes.

In accordance with the legal provisions in force, and under certain conditions, all Participants have the right to access, delete and rectify their personal data and may object at any time to the processing of their personal data. They also have the right to limit the processing of their personal data. Each Participant shall also have the right to receive the personal data concerning him/her that he/she has provided to the Organizing Company in a structured, commonly used and machine-readable format, and shall have the right to transmit such personal data to another controller if the processing is based on his/her consent or on the performance of a contract and the processing is automated. The Participant also has the right to define directives (general or specific) concerning the fate of his/her personal data after his/her death. To exercise all of his/her rights, the Participant must send his/her request in writing to the head office of the Organizing Company, by e-mail to the following address : [contact@spacecowboys.fr](mailto:contact@spacecowboys.fr)

The Participant also has the right to file a claim directly with the competent supervisory authority for the protection of personal data: the CNIL (<https://www.cnil.fr>).

### **ARTICLE 10 – FRAUD**

The Organizing Company reserves the right, in its sole discretion, to disqualify any Participant found to be: (a) violating the Official Rules; (b) tampering or attempting to tamper with the registration process or the operation of the Tournament, (c) violating the terms of service, conditions of use and/or general rules or guidelines of BGA and/or the Organizing Company's property or service; and/or (d) acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other Participant.

If it turns out that a Participant wins a prize in contravention of the Official Rules or by fraudulent or unfair means, such prize shall not be awarded to him/her and shall remain the property of the Organizing Company or of possible partner companies.

### **ARTICLE 11 - LANGUAGE DISCREPANCY**

In the event of any discrepancy or inconsistency between the Terms and Conditions herein and BGA's General Terms of Services, the Terms and Conditions herein shall prevail, govern and control.

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### ARTICLE 12 – APPLICABLE LAWS AND REGULATIONS

This Tournament is subject to all applicable laws and regulations of France and is void where prohibited or restricted by law.

Except in the case of manifest errors, it is agreed and understood that the information resulting from the Tournament systems of the Organizing Company shall have probative force in any dispute arising out of the connection elements and the computer processing of such information relating to the Tournament.

Any claim shall be sent in writing only to the headquarters of the Organizing Company, at the following email address [Contact@spacecowboys.fr](mailto:Contact@spacecowboys.fr) within thirty (30) days from the closing of the Tournament. Past this thirty (30) day period, no claim will be accepted.

In case of any dispute arising out of or connected with the Tournament between the Participant and the Organizing Company which cannot be resolved between the parties, shall be resolved before a court having jurisdiction in accordance with the provisions of the French Civil Procedures Code.