

TERMS AND CONDITIONS OF PARTICIPATION

Lan ETS 2022

Lan ETS 2022 (“**the Event**”) is an activity organized by Lan ETS, a student club of the École de technologie supérieure (“**ÉTS**”). Registration for, and access to, the Event is conditional upon the acceptance by the participant (“**the Participant**”) of the Terms and Conditions of Participation (“**the Terms and Conditions**”) indicated below. The Terms and Conditions constitute a contract between the participant and ÉTS.

Modification Policy

Lan ETS reserves the right to modify the Terms and Conditions and undertakes to make the updated version available on the website of the Event (lanets.ca/terms_and_conditions) as soon as possible. The Participant will be informed of any modifications by email and shall be bound by them. The modifications will come into force at the time of their publication on the website of the Event.

Reimbursement and Exchanges

The Participant must double-check his shopping basket prior to placing a purchase order on the website of the Event. No exchange or reimbursement will be possible once a purchase has been made.

Minors

All persons under the age of 18 wishing to participate in the Event must obtain prior authorization from a parent or their legal guardian (authorization form attached as Annex A to the Terms and Conditions). This document must be presented to Lan ETS upon arrival in order to gain access to the Event.

Photo ID will be required for identification purposes. The Participant undertakes not to provide false information or to falsify signatures. Failing to honor this undertaking will result in being refused access to the Event. All registrations are subject to a verification by Lan ETS.

Media

The Participant agrees to being photographed or filmed during the Event and authorizes ÉTS, its employees, agents, representatives and subcontractors as well as the sponsors and exhibitors of the Event to show, adapt, modify, translate, use, reproduce, publish, transmit, distribute and display said photos or videos for communication or publicity purposes without any restriction, whether this be in publications, multimedia or video productions, exhibitions, on Internet sites, or any other medium. The Participant

will not have the possibility, regardless of the motive, to preclude or stop the use of said photos or videos.

Illegal and Prohibited Activities

The Participant accepts, without limitation, to respect the rules of conduct described below as well as any tournament rules featured on the website of the Event (lanets.ca/tournaments). Any fault or omission on the part of the Participant in this regard may result in their disqualification from the tournaments and their immediate expulsion from the Event.

- a) The Participant undertakes not to partake in illegal exchange of hardware or software protected by any intellectual property law (ex. copyright) or in any other illegal activity whatsoever, including on the network of the Event. The Participant recognizes and accepts that using peer-to-peer systems on the network of the Event can be subject to surveillance and controls.
- b) Consuming drugs (including cannabis) or alcohol is strictly forbidden at all times. Any person caught in the act of consumption or showing signs of consumption, as determined by the sole judgment of Lan ETS, will be immediately expelled from the Event without any reimbursement. Lan ETS can refuse entry to any participant whom it determines, at its sole discretion, to be under the influence of drugs (including cannabis) or alcohol.
- c) The viewing, exchange or sale of explicit or pornographic material is strictly forbidden.
- d) It is strictly forbidden to smoke or vape inside the Event venue.
- e) The Participant undertakes not to cause any nuisance or to voluntarily do anything that might cause an inconvenience or disturbance to the other participants of the Event.
- f) The Participant undertakes not to do anything that might interfere with the efficiency or accessibility of public service systems, of heating, ventilation or air conditioning systems at the Event venue, in whole or in part, or to do or allow anything that might prevent free access and passage to the Event.
- g) The Participant undertakes not to do anything that might interfere with the efficiency or accessibility of the escalators, elevators, or the electrical, plumbing, gas or compressed air systems of the Event venue, including any piping, cables or equipment connected thereto.
- h) No form of violence (including theft and damage to equipment belonging to Lan ETS or to the other participants), discrimination, intimidation, harassment or

threats of any kind toward the Event organizers or the other participants will be tolerated.

- i) No animal may be brought to the Event with the exception of guide dogs accompanying persons of reduced mobility. Lan ETS reserves the right to demand proof in this regard.

Any failure to respect these rules of conduct and any commission of illegal or prohibited acts may lead to the expulsion of the Participant as well as his team from the Event without any possibility of appeal and without any reimbursement whatsoever. Judicial procedures may be instituted with respect to any breach of these rules of conduct without any further notice.

Limitation of Liability and Discharge

Throughout the entire duration of the Event, the Participant agrees to defend, hold harmless and indemnify ÉTS for any direct or indirect damage or loss, action, recourse, claim, judicial proceedings or any other proceedings brought by any person arising from or in relation to the Participant's participation in the Event.

In no case will ÉTS be liable in connection with the Participant's participation in the Event. More specifically, but without any limitation, the Participant recognizes and accepts that ÉTS, its employees, representatives, agents, subcontractors, students and volunteers are in no way responsible for a) the Participant's personal property, including his hardware and electronic data, b) any hardware or software malfunction which may result in the Participant's disqualification or loss of ranking in a game or tournament, c) prize attribution.

The Participant agrees to attend the Event at his own risk. ÉTS does not guarantee the presence of any medical personnel at the Event.

Seating Plan

Lan ETS reserves the right to change the seating assignment of any player at any time.

Lan ETS reserves the right to add new seating sections at the Event.

Right of Entry and Exit

No Participant, after having entered the Event, may leave the Event with any IT equipment without previously being checked by Lan ETS. All participants must wear their identification badges at all times. No accompanying person will be admitted to the Event without the proper badge, having previously given his contact details and shown

a piece of photo ID to Lan ETS. No accompanying person may remain at the Event longer than is necessary to help the Participant to install himself or to leave the Event.

Cheating and Undesirable Conduct

No form of cheating will be tolerated during the tournaments. The Participant undertakes not to use anything other than the options already contained in a game and not to modify the same in order to obtain a competitive advantage. Cheating may take various forms including match fixing.

Lan ETS will carry out sporadic verifications of players' computers in order to ensure that they comply with tournament rules available on the website of the Event. A player who refuses to have his computer verified will be automatically excluded.

In case of team competitions, the entire team will bear the consequences of the exclusion or cheating of one of its members. It is therefore the responsibility of the team to make sure that the configuration of its members' computers is appropriate for each tournament.

Any participant found to be cheating or who is excluded may face one or more of the following consequences:

- a) Revocation of his ticket and expulsion from the Event without any reimbursement whatsoever;
- b) Being precluded from participating in tournaments at the Event;
- c) Being precluded from participating in future tournaments organized by Lan ETS for a time to be determined by Lan ETS.

Data Collection

By providing personal information to Lan ETS, the Participant gives his consent for such information to be used for technical and statistical analysis. Lan ETS undertakes not to distribute this information to a third party.

ÉTS will not be liable for any unauthorized publication of personal information of the Event participants.

Regulations relating to the pandemic

The Participants are obliged to follow the regulations issued by the Government of Quebec and the Public Health. The Participants have an assigned place and must respect it. To date, the regulations to be respected are as follows :

- a) Masks are mandatory throughout the venue
- b) Proof of vaccination will be required if requested by the Public Health

Please note that the regulations will be updated according to the indications of the Government of Quebec and Public Health.

Any breach of these rules of conduct may result in the expulsion of the Participant without any possibility of appeal or refund.

Undesirable Individuals and Objects

Lan ETS reserves the right to refuse entry to the Event, or to expel, any participant or object which it deems, at its sole discretion, as being undesirable, and this without any possibility of reimbursement of registration fees or any other costs related to the Event.

End of the Event

All participants are obliged to leave the Event venue once the Event is over.

Annulment of the Event

In case that the Event is annulled due to a *force majeure* or any other situation which Lan ETS cannot reasonably overcome, the Participant will not be reimbursed for any costs associated with the Event.

Applicable Law

The Terms and Conditions are governed by the laws of the province of Quebec, and any dispute arising from them must necessarily be adjudicated in the judicial district of Montreal.

ANNEX A

PARENTAL AUTORISATION

(« the Authorisation »)

I, _____ (name of parent or legal guardian), born on _____ (date of birth of parent or legal guardian), resident and domiciled at _____ (address), am the parent or legal guardian of _____ (name of minor), born on _____ (date of birth of minor).

Authorisation to participate

I hereby authorise _____ (name of minor) to participate, without any restriction, in the event Lan ETS 2022 (“**the Event**”) which will take place from 13 to 15 of May 2022 at École de Technologie Supérieure.

I acknowledge and accept that the tournaments of the Event may include video games that are rated “M” or “Mature”. I understand that this rating means that the content of these video games may not be appropriate for those under the age of 18.

Acceptance of Terms and Conditions of Participation at Lan ETS 2022

I accept, in the name of _____ (name of minor), the Terms and Conditions of Participation at Lan ETS 2022 (« **the Terms and Conditions** ») published on the website of the Event (https://lanets.ca/terms_and_conditions/) which I have read. I accept to be personally bound by the Terms and Conditions.

Limitation of Liability

I hereby accept full responsibility for any injury, death, loss or damage of any kind that may be caused or experienced by _____ (name of minor) at the Event. This includes, among other things, the obligation to:

- compensate the École de technologie supérieure (« **ÉTS** ») for any damage caused by _____ (name of minor);
- hire and pay the legal fees of any lawyers whose services may be needed in order to defend ÉTS in the context of any judicial proceedings brought by a third

party as a result of damages caused by _____
(name of minor) .

I understand and accept that ÉTS cannot in any case be held liable in relation to
_____ (name of minor) participating in the Event.

Renunciation of Right to Bring Legal Action

I hereby renounce my right to bring legal action against ÉTS, its directors, employees,
agents, right holders, subcontractors, students or volunteers for any damage which
_____ (name of minor) may experience at the Event.

Applicable Law

I understand and accept that this Authorisation is governed by the laws of the province
of Quebec, and that any dispute arising from it must necessarily be adjudicated in the
judicial district of Montreal.

Signed in _____ **on** _____ (Date)

By: _____ (Signature of parent)

Email address:

Phone number: