

# GAME DEVELOPERS CARNIVAL

## Terms of Use and Disclaimer

By registering and creating a profile on Game Developers Carnival website, you agree to the following:

1. Your participation in the Game Developers Carnival (“Game Developers Carnival” or “event”) is free of charge. You agree that there is no exchange of monetary funds in return for services for this event;
2. Your participation in the Game Developers Carnival requires using “Your World” (“Software”) developed by Pantera Entertainment (“Developer”);
3. For attendees, once you are submitted a Sign Up Form and approved as an industry professional, you will receive an email to download the Software launcher. Once the event becomes live, you will be able to log in and access the Software server;
4. You agree to participating in the event from May 11–12 as an attendee;
5. You confirm that the information that you provide to Xsolla via Sign Up Form is true, accurate, current and complete.

By registering as Exhibitor and submitting assets, you additionally agree to:

1. Grant Xsolla license to use the assets for the purpose of creating digital booth and event promotion;
1. Agree to submit required deliverables to Xsolla by the specified deadline;
2. Agree to the booth design as selected from the templates and created by our visual artists, with minor adjustments if necessary;
3. Grant Xsolla license to use your company name, booth visuals and logo in event and company promotion;
4. Agree to participating in the event from May 11–12 as an exhibitor;
5. Agree to be present at your digital booth for the event during event hours;
6. You confirm you own all rights in and to any assets provided by you.

## Disclaimer

While Xsolla and the Developer make every effort to deliver the best possible experience with Game Developers Carnival, we do not guarantee that the Software is free from defects.

The Software is provided by the Developer and Xsolla “as is” and on an “as available” basis , and you use it at your own risk. Any express or implied warranties, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose are disclaimed. In

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no event shall the Developer or Xsolla be liable for any direct, indirect, incidental, special, exemplary, or consequential damages (including but not limited to, procurement of substitute goods or services; loss of use, data, or profits; or business interruption) however caused and on any theory of liability, whether in contract, strict liability, or tort (including negligence or otherwise) arising in any way out of the use of the Software, even if advised of the possibility of such damage. No oral or written communication from or information provided by Xsolla and the Developer shall create a warranty.

Please note that Xsolla is not the Developer of the Software and cannot affect the Software quality or guarantee that it will meet any of your expectations.

When making your decision to use the Software for purposes other than Game Developers Carnival, please be aware that the Developer, and not Xsolla, is solely responsible to complete the development of the Software and to provide you with an operable version of the Software.

Any announcements, statements, and promises made by the Developer in regard to the Software, including but not limited to the contents, release date, accessibility of the Software, are the Developer's sole responsibility to carry out. You should be aware of the possible risk that the Software Developer may eventually fail to deliver the Software in good quality or in time or may otherwise be unable to satisfy your expectations. All claims in such cases are to be filed to the Software Developer directly.

2. Xsolla reserves the right at any time to cancel, delay or postpone the event in whole or in part for any reason without liability. If so, Xsolla notifies you about these changes through electronic mail to your e-mail address in Sign Up Form.

3. Xsolla, its affiliates, directors and employees shall not be liable for any losses, damages, liabilities, claims or expenses whatsoever arising out of or referable to Game Developers Carnival.

4. Xsolla makes no warranty of any kind whatsoever, expressed or implied, that any information or materials, or anything else presented at this event are accurate, valid, adequate or fit for any purpose whatsoever.

## **Data Protection Statement**

1. Xsolla process personal data that we receive either from you yourself through Sign Up Form or that you otherwise share with Xsolla in connection with Game Developers Carnival, or from another legitimate source (e.g. your employer) insofar as they are necessary for us to provide Game Developers Carnival to you.

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2. We process or use the types of personal data listed below for the following purposes:

a) To implement Game Developers Carnival or to provide other services we need your first and last names, job title, contact details (address, telephone number, e-mail etc.) and your company details in order to admit you to Game Developers Carnival and to ensure the smooth running of the event.

b) For Game Developers Carnival Xsolla will draw up lists of participants and provide these to participants within the framework of the event. They serve in particular to promote professional networking and are part of the event documentation. Usually a participant list contains: company name, software name, company representative name and his contact details that he agreed to provide.

You can object to the inclusion of your data in the list of participants or specify that particular data should not be included in the list. Should this be the case please contact us at [gdcarnival@xsolla.com](mailto:gdcarnival@xsolla.com) when registering your participation, at the latest one week before the event takes place.

c) Xsolla will use your email address to provide information about Game Developers Carnival until you cancel your subscription. You will only receive information relating to the Game Developers Carnival schedule, its participants, new articles and important information that may affect you as a participant. You can withdraw your consent at any time contacting us at [gdcarnival@xsolla.com](mailto:gdcarnival@xsolla.com). If you refuse to receive such emails Xsolla will not be responsible for any and all misinforming you about the event.

d) The use of our website is generally possible without revealing any personal data. Should personal data be collected on our pages (for example name, address or e-mail address) this is purely voluntary and as a rule only for the implementation of the services you have expressed interest in and for further correspondence. You will find further details in the annex relating to the website.

3. Within Xsolla only those units or persons who need your data to conduct the business relationship or to provide the services you require have access to your data. Should Xsolla have recourse in this context to external service providers, their access is strictly limited to what is needed to fulfill the contract or to provide the service. Through technical, organisational and legal measures we ensure that data protection regulations are also adhered to by our external service providers. Under no circumstances do we pass on data to third parties for advertising purposes.

4. Xsolla processes and stores your personal data as long as this is necessary for its contractual or legal obligations, or as long as we have your consent.

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5. Xsolla uses cookies for purposes such as improving the functionality of the website, letting you navigate between the pages efficiently, remembering your preferences, making ads you see more relevant, and generally improving the user experience. It helps Xsolla to remember information about your visits, such as your preferred language and other settings. You can change your preferences at any time, for this, please look at the section “Do not track preferences” in our [Cookie Policy](#).

6. Any affected person has the right of access, the right to rectification, the right to erasure, the right to restrict processing, the right to object and the right to transfer their personal data and other rights under applicable data protection, data privacy and cybersecurity laws, rules and regulations, including, but not limited to Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (the “GDPR”), the California Consumer Privacy Act of 2018 (the “CCPA”). To exercise any of these rights, please contact Xsolla via the following email: [gdcarnival@xsolla.com](mailto:gdcarnival@xsolla.com).

## **Governing Law**

These Terms of Use and Disclaimer and its interpretation, and any disputes that arise hereunder, shall be governed in all respects by the laws of State of California, USA, without giving effect to any principles that may provide for the application of the law of another jurisdiction.

## **Amendment**

Xsolla may change these Terms of Use and Disclaimer from time to time at its sole discretion.

If you have any questions regarding Game Developers Carnival, this Terms of Use and Disclaimer or any other additional information, please email us at: [gdcarnival@xsolla.com](mailto:gdcarnival@xsolla.com).