HARBOTTLE & LEWIS INDIE GAMES COLLECTIVE TERMS OF PROGRAMME

If you have any questions about any of the information included in this document, please get in touch.

1. INTRODUCTION

1.1 These terms and conditions ("Terms") apply to participation in the **Indie Games Collective** (the "Programme"), organised by **Harbottle & Lewis** ("we", "us", "our").

1.2 When we say "you", "your", or "Participant" we mean the business participating in the Programme, on whose behalf you act and which you have authority to bind to these Terms.

1.3 Please read these Terms carefully before participating in the Programme as they set out the basis on which you may access or use the services and Materials provided to you in the Programme.

1.4 By applying to and/or participating in the Programme, you (as authorised representative of the Participant): (a) confirm that you have the authority to bind the Participant to these Terms and that you and such Participant will comply with these Terms and be bound by them; and (b) agree that you will only access, use and/or participate in the Programme in your capacity as a representative of the Participant and not as a consumer.

2. ELIGIBILITY

The Programme is open to early-stage games businesses (including but not limited to indie developers, studios, publishers, technology providers). You must be aged 18 years or older at the time of application and must not be subject to sanctions or legally prevented from taking part in the Programme in any other way.

3. APPLICATION PROCESS

3.1 To apply for the Programme, you must complete and submit the registration form by the deadline in the FAQs document. Only one applicant may apply per business.

3.2 We may reject applications that are incomplete, late, or do not meet the eligibility criteria under paragraphs 2 or 4.

4. SELECTION PROCESS

4.1 We will review applications based on criteria including, but not limited to, creativity, innovation, viability, and market potential.

4.2 Decisions made by us are final and not subject to appeal.

5. PROGRAMME BENEFITS AND LIMITATIONS

5.1 Selected Participants will have the opportunity to receive the Programme benefits outlined in the FAQs document. We will have no other obligations to you in respect of the Programme.

5.2 Any benefits provided are exclusive to you, non-transferable, and cannot be exchanged for cash or other alternatives.

5.3 Any guidance or information provided as part of the Programme, including the online training and helpdesk facility, does not constitute legal advice and is not protected by legal privilege. Your participation in the Programme and the use of its benefits does not amount to an instruction to Harbottle & Lewis LLP, does not give rise to a client-solicitor relationship, and will not prevent us from acting for any existing client or third party in connection with any matter.

5.4 The helpdesk facility offered as part of the Programme will be for non-urgent ad hoc legal and business queries. It is not suitable for long-term project support. As a guideline, we would expect that queries should be capable of being resolved within around 30 minutes. We will use our reasonable endeavours to answer queries promptly, but at times when our team is busy there may be delays.

5.5 The helpdesk facility is subject to a reasonable use policy. Whilst we do not impose a strict limit on the number and duration of queries which you may raise, we reserve the right to limit the input we provide if we, in our discretion, consider the use of the facility to be excessive.

5.6 The helpdesk facility does not cover any actions which would require us to incur external costs, disbursements, commitments or liabilities on your behalf, and excludes advice on current or prospective litigation or other contentious matters; regulatory investigations; data protection; tax; financial services; conducting negotiations; or drafting bespoke or tailored documents.

6. PARTICIPANT OBLIGATIONS

6.1 You agree to use all reasonable efforts to actively engage in the Programme and attend the scheduled training sessions and events.

6.2 You will be solely responsible for any costs or expenses you may incur in connection with the Programme, including without limitation for travel, accommodation, sustenance or any other compensation.

6.3 You agree not to do anything that is likely to adversely affect the business, products or reputation of the Programme, Harbottle & Lewis LLP, any of Harbottle & Lewis LLP's clients or any other attendee of the Programme.

7. CONFIDENTIALITY

7.1 You may obtain access to certain Confidential Information during the Programme. You agree to keep this information confidential and not disclose it to any third parties without prior written consent.

7.2 "Confidential Information" means all information which is confidential in nature (however recorded or preserved, and whether or not explicitly marked

as confidential), including but not limited to: (a) any information that would be regarded as confidential by a reasonable business person relating to the business, affairs, customers, clients, suppliers, or plans, intentions, or market opportunities of the disclosing party; and (b) the operations, processes, product information, know-how, designs, trade secrets or software of the disclosing party.

8. INTELLECTUAL PROPERTY

8.1 All materials, documents, templates, recordings, presentations and other content made available to the Participant as part of the Programme (the "Materials") are provided for the Participant's own internal use in connection with the Participant's business only, and the Participant is hereby granted a non-exclusive, royalty-free, limited, revocable licence to use the Materials for that purpose only.

8.2 Each party (or its licensors as applicable) shall own and continue to own all rights, title and interest in and to its intellectual property rights. Nothing in these Terms transfers any intellectual property rights or grants any other rights (other than as set out above) to the Participant. The Participant may not reproduce, share, distribute, sell, sublicense or otherwise make the Materials (or part of them) available to any third party without our prior written consent.

9. TERMINATION

9.1 We reserve the right, at our discretion, to terminate a Participant's involvement in the Programme at any time if the Participant breaches these Terms, or for any other reason where we reasonably consider termination appropriate.

9.2 The Participant may terminate its involvement in the Programme at any time by giving us written notice.

10. LIABILITY

10.1 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors or for fraud or fraudulent misrepresentation.

10.2 Subject to the above, we will not be liable for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise arising out of or in connection with your attendance and participation in the Programme or the use of any Programme benefits or facilities.

10.3 Subject to the above, our total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, or otherwise, under or in connection with these Terms, shall be limited to £100.

11. OTHER POLICIES AND TERMS

11.1 We will only use your personal data as set out in our Privacy Policy.

11.2 Our website uses cookies, use of which is governed by our Cookie Policy.

11.3 Your use of our website is governed by our Website Terms of Use.

11.4 Further information about the Programme is set out in the FAQs document.

12. GOVERNING LAW

These Terms are governed by and construed in accordance with the laws of England and Wales, and any disputes (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the courts of England and Wales.

13. AMENDMENTS

We reserve the right to modify these Terms at any time. If we do, where practicable, we will endeavour to let you know the changes in advance by email.

14. ENTIRE AGREEMENT

These Terms constitute the entire agreement between the parties and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each party acknowledges that in entering into these Terms it does not rely on and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Terms. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in these Terms.

15. THIRD PARTY RIGHTS

The parties hereby exclude to the fullest extent permitted by law any rights of third parties to enforce or rely upon any of the provisions of these Terms.