

# **BETCLIC CO-CREATION PROJECT – APPLICATION TERMS AND CONDITIONS**

## **1. Acceptance of the Terms and Conditions of the application**

1.1 The Betclic Studios co-creation project is an initiative operated by Equinox Ltd. with registered office at Sovereign Place, 117 Main Street, GX11 1AA, Gibraltar, P.O. Box No. 564, with Company Registration Number 103831, having a share capital of £2000, herein represented by Nicholas Chiappe, as Manager, with powers to act, hereinafter referred to as Betclic.

1.2 These Terms and Conditions regulate the access, acceptance and use of the project, namely the process of submission and selection of applications, in order to enable media content to be produced jointly with Betclic and subsequently published on the participant's social networks or any other site or digital platform owned by Betclic and/or any other site or digital platform owned by a third party with whom Betclic has entered into or enters into a commercial agreement.

1.3. With the measures and necessary adaptations, Betclic's general Privacy Policy and Betclic's Cookies Policy shall also apply, which are an integral part of these Terms and Conditions, available at <https://www.betclic.pt/privacypolicy>. Any personal data will be collected, stored and used for the purposes of this selection, application processing and contact about it. Betclic is committed to protecting and respecting the privacy of participants and to treating their personal information as part of the application in accordance with our General Privacy Policy.

By submitting your application, as defined below, you agree to be bound by and accept the Terms and Conditions outlined below, unless otherwise notified in writing. Should the participant's application be eligible, he/she shall also be bound by the additional or supplementary Terms and Conditions in relation to the project being funded by Betclic through a Co-Creation Agreement.

## **2. Participation timeframe and Territorial Scope**

The Project will take place between 00h00 GMT on 10<sup>th</sup> of March 2023, and 23h59 GMT on 31st December 2023 and will be applicable to all applications coming from the Polish Territory.

## **3. Application procedure**

2.1 In order to apply for the project, the participant must send us the following information through the form on the main page: [Form](#)

- 1) Full name
- 2) Email address
- 3) Film title
- 4) Idea (Maximum 250 characters)
- 5) Budget (Estimated cost to produce the film)
- 6) References (Links to previous works)

2.2 By submitting his application, the participant grants Betclic, without restriction or reservation, the following conditions:

- (i) the idea of the application is original and that no third party has any rights over it;
- (ii) the application does not contain any material that is defamatory, discriminatory, obscene or infringes the rights of any third party (including, and without limitation, intellectual property rights, privacy, publicity or other personal or proprietary rights);
- (iii) a candidatura encontra-se em conformidade com todas as leis e regulamentos aplicáveis;
- (iv) all information contained in the application is true, accurate and up-to-date.

2.3 You are over 18 years of age at the time you submit your application.

2.4 The participant may submit more than one application, provided that all applications comply with the Terms and Conditions described herein.

2.5 You acknowledge and agree that Betclic is under no obligation to treat your application as confidential but will do so in good faith wherever possible.

2.6 You agree to indemnify, defend and hold Betclic harmless from and against any losses, expenses (including reasonable legal costs) and damages resulting from your entry and from any breach of these Terms and Conditions.

### **3. Intellectual Property**

3.1 By submitting your entry, you will transfer all exclusive intellectual property rights in the idea and features to Betclic (assuming you own the intellectual property rights in the idea submitted in your entry).

3.2 By submitting your application to us, you grant Betclic and Betclic Group a non-exclusive, royalty-free licence to use, reproduce and/or create derivative works of your application in any form, media, or technology now known or later developed, for the purposes of the project set out in the Terms and Conditions of the application or otherwise.

3.3 If the application is selected for the co-creation project, the entrant accepts that all intellectual property rights in the content within the project are transferred to Betcllc and that Betcllc is under no obligation to pay any consideration resulting from the sale, reproduction or sharing of the content.

3.5 Betcllc undertakes, in good faith, to credit you with the idea wherever and whenever possible.

#### **4. Selection process**

4.1 Betcllc intends to consider all applications that conform to the criteria set out in Section 2 of these Terms and Conditions. However, Betcllc is under no obligation whatsoever to evaluate the applications submitted or to contact entrants. The entrant acknowledges and agrees that no notification shall be due to him/her from Betcllc if he/she decides not to proceed with his/her application.

4.2 Betcllc may contact the participant (via the contact details provided in the application process) to review and process the details of the idea. However, any communication from Betcllc shall not be deemed to be a transmission that the project application has been selected.

4.3 If the application is selected and Betcllc wishes to invite the participant to the project to co-create the content proposed in the application, Betcllc will contact the participant for analysis and processing of the details of the content to be produced (The submitted idea). Afterwards, Betcllc will communicate how you will participate in the co-creation. The project will be subject to the conclusion of a co-creation contract between the selected applicant and Betcllc.

Note: One of the conditions of the co-creation agreement will state that all intellectual property rights over the content co-created under the this project will be exclusively transferred to Betcllc.

#### **5. Liability**

5.1 To the extent permitted by law Betcllc shall not be liable for any damage, expense and/or loss, bodily injury or death of any kind suffered by any entrant as a result of his/her negligence in submitting his/her application and/or sending his/her application, including (without limitation) in the event that the application is unsuccessful.

5.2 Betcllc reserves the right to cancel, limit or extend the Project, to modify its conditions at any time should circumstances beyond its control so require and shall not be liable for this.

5.3 Betcllc accepts no responsibility for any application that is lost, damaged or prevented from being submitted, including (without limitation) due to any unavailability or failure of the Internet, errors on related websites or software failures of any kind that may affect the submission, receipt or processing of your application.

#### **6. Geral**

6.1 Any possible dispute over the interpretation of the regulations will be settled by the organizing company. Participation implies unreserved acceptance of the Terms and Conditions with all their

stipulations, the ethical rules in force, as well as the laws and regulations in force in the Portuguese territory and in particular the applicable provisions. Prior to any legal action connected or related to the Terms and Conditions (in particular their application or interpretation), participants undertake to file a friendly and gracious appeal with the organizing company. Any dispute that cannot be resolved amicably will be submitted to the competent courts of Portuguese jurisdiction, unless public order provisions to the contrary.