

Rules of procedure of the event « Gunki Iron Tournament 2018 »

As from May 2018, the 31st

ARTICLE 1. EVENT ORGANISATION

The event is organised by:

Halieuticom, SAS, share capital: 33 330 €, RCS de Paris : 812 980 588, head office : 113 boulevard Beaumarchais, 75003 Paris, France, phone : +33.638740560, email : contact@fishfriender.com, VAT n° : FR 47 813980588, hereinafter « **FishFriender** »

And

SENSAS, SA, share capital: 3 500 000 €, RCS de Chartres : 805 720 778, head office : 25 rue Jean Riedberger, 28630 Fontenay sur Eure, France phone : +33.237334455, email : contact@sensas.fr , VAT n° : FR43805720778, hereinafter « **Gunki** »

ARTICLE 2. DEFINITIONS

"**Application or App** " : « FishFriender » software developed by Halieuticom, available and to be downloaded via the Store to be used on mobile devices.

"**Device**": mobile operating system (personal computer, cellular phones...) that the software and technical specifications enable to download and use the application or app.

"**Games**": specific part of the event that the Players have to do. There will 11 Tasks in total.

"**Winner**": Player that has won the most points by taking part in the Tasks, in accordance with the present rules.

"**Event**": the "Gunki Iron Tournament 2018" is co-organised by FishFriender and Gunki to enable Players to take part in fishing Events.

"**Player**": any physical or legal entity, registered on the App and who wants to take part in the Event in accordance with the terms and conditions in Articles 3 and 4 of the present rules.

"**Playground**": as part of the Event, the Players will simultaneously take part in 2 cities: Rotterdam and Hambourg.

"**Website**": web pages accessible via the following URL www.fishfriender.com, and any other sub-sites, mirror sites, portals and URL variations.

"**Store**": Apple or Google edited platforms that enable editors to host their Apps so that Players can download them.

ARTICLE 3. TERMS OF PARTICIPATION IN THE EVENT

3.1. Eligibility :

Players must register in teams of three Players. Each team is created by a particular player, called the "Captain".

The event is open to any person over 18. The "Captain" must be over 18. Each team can have two players maximum between the ages of 16 and 18 who will require parental authorisation.

The teams will not be able to be modified after the 8th of June 2018 at 9am (Paris time).

Subscriptions are limited to 50 Teams by Playgrounds (450 players). This number can be adapted by organisers depending on real subscription's requests. Subscriptions requests will be processed in order of arrival.

The Player is identified by his surname, first name, e-mail address, telephone number, nationality and date of birth indicated when creating his Player account on the Application. FishFriender and Gunki reserve the right to perform any verification for the purposes of these Rules.

Won't have the right to register as a Player and even more be considered as a Winner :

- A staff member of FishFriender, Gunki, and partners companies, who has been directly involved in the implementation of the event, from preparation to organization;
- A Player who has provided false information concerning his name, first name, date of birth, telephone, e-mail address or nationality.

3.2. Event registration process

3.2.1. Creating a Player account on the App

Whole subscription process takes place on FishFriender App (Profile/Contest/ Gunki IT 2018) and will start on 30th Mai 2018. The creation of a Player account is a prerequisite for participating to the Event. For this purpose, the Player will be asked to provide personal details. Some of this information is essential for the creation of a Player account. The refusal by a Player to provide such information will have the effect of preventing the creation of the Player account and, incidentally, his participation in the Event.

When creating his Player account, the Player must choose a password. This password is the guarantee of the confidentiality of the information contained in the Player account. The Player therefore refrains from transmitting it or communicating it to a third party. Otherwise, FishFriender and Gunki cannot be held responsible for unauthorised access to the personal account of a Player.

The Player undertakes to regularly check his personal details and to proceed online, from his personal account, to the necessary updates and modifications.

3.2.2. Deleting the Player account

FishFriender and Gunki reserve the right to delete the account of any Player who violates these Rules and the terms and conditions of use of the App, including when the Player provides inaccurate, incomplete, misleading or fraudulent information, as well as when Player's personal space will have been inactive for at least one year. Such removal will not be liable to constitute FishFriender's or Gunki's fault or damage to the excluded Player, who will not be entitled to any compensation as a result.

This exclusion is without prejudice to the possibility for FishFriender and Gunki to take legal action against the Player, if the facts have been considered.

3.2.3. Event information viewing

Players have the opportunity, from the time of their registration and throughout the duration of the event, to consult all the information related to the event, its progress and its ranking on the App.

3.3. Registrations fees

Participation in the event is expressly subject to the payment of registration fees of 75 € TTC per team. Payment is requested online. If payment is not received before the deadline announced on the App, the Team subscription will be cancelled. These registration fees will not be refundable.

3.4. Participation in the event

3.4.1. Safety

Each Player is responsible for his own safety and shall not behave in a risky manner that could endanger his own person or other participants.

Players under the age of 18 are required to wear a floatation aid at all time during the Fishing Event for obvious safety concerns.

It is strictly forbidden to enter the water or use any floating craft under penalty of disqualification.

3.4.2. Travel & accommodation

Travel & accommodation are the responsibility of the players. FishFriender and Gunki are not providing any of these services.

3.4.3. Fishing licence

Each player must be in possession of a valid fishing licence for the duration of the competition. The organiser reserves the right to check at any time that all players have the necessary authorisations otherwise a team may be disqualified.

3.4.4. Fishing techniques

Artificial lures only with maximum 2 hooks (single, double, treble...). Maximum 2 rods per player (players may have other rods but they can't be rigged). Minimum 1 net per team (fish grips are banned). Natural baits are strictly forbidden.

All fish must be handled with the net (exception made for "oversize" fish like big pike for example). No limit in the use of lures according to the general fishing rules of the country you fish in.

Fly fishing is not allowed for safety reasons.

3.4.5. Fishing and playing rules

The event, in all its aspects, will be governed by national and local fishing regulation. This regulation must be followed by all players. Fishermen must, among other things, comply with the obligations in force in their playground.

Throughout the duration of the event, the constant respect of the environment, rules of the event, competitors, organisers, public, media, sports ethics, etc is a fundamental rule.

It is up to each player to judge with discernment of his technical and physical ability to participate in the event.

3.4.6. Fishing area

For each playground (Rotterdam, Hamburg), this event is held on the fishing areas attached.

Participants should enquire about prohibited areas for fishing by local authorities and respect these prohibitions.

3.4.7. Schedule

Saturday 30th June 2018

08:00 : Starting briefing, players welcoming at the meeting points (1 meeting point per city).

09:00 : Start of fishing

20:00 : End of fishing (Last time to sign at the meeting point in order to validate daily catches). Debriefing.

Sunday 1^h July 2018

07:00 : Starting briefing, players welcoming at the meeting points (1 meeting point per city).

08:00 : Start of fishing

15:00 : End of fishing (Last time to sign at the meeting point in order to validate daily catches). Debriefing.

3.4.8. Briefing / Debriefing

During briefings, rules will be reminded by organisers. Staff will be available to assist players, show them how to use FishFriender App, and answer questions. During first day briefing, Teams will receive their goodies bags and individual badges.

Players will have to sign their presence before fishing otherwise their daily catches won't be validated.

During debriefing, Players will report what they need to the Staff and provisional ranking will be announced. Players will have to sign their return before fishing ending time otherwise their daily catches won't be validated.

3.4.9. Unexpected events / force majeure

In case of unexpected event such as social movement, bad weather or storm threatening Players safety, event schedule could be modified or cancelled. Players will be notified at the moment and will have to return to meeting points asap, waiting for updates.

3.4.10. Essential list

Each team will need the following items

- Good set of fishing tools like: heavy-duty cutting pliers (to cut a hook...), hook sharpener...
- Basic first aid kit.
- ID card + fishing licence for the playground
- Long handle landing net (at least 2-3m).
- Mobile phone and extra battery pack (mandatory).
- Heavy duty rain clothes. Nonstop rain could ruin your experience so get prepare for the worst.
- Good pair of walking shoes.
- Snacks and soft drinks (they are not provided by the organisation).
- Sunglasses, cap, hat...
- Floatation device for all Players between 16 and 18 years old.
- Some cash in case you need.

ARTICLE 4. DURATION AND PRINCIPLE OF THE EVENT

4.1. Duration

The event is open from 30 June to July 1, 2018 in each city of the Playground at the same time. It is open to any Player registered on the Application.

4.2. Determination of winners

4.2.1. Terms of participation

In order to participate in the Event, Players must create a Player account on the App and then perform the following:

4.2.1.1. Method of measure

Fish will be sized in cm. Size will be rounded to the upper cm. Fish sizes can be a criterion of scores calculation in different games. The measurement must be done with the official tool of the event provided to each team.

4.2.1.2. Minimum size

Only fish over 10 cm minimum size count.

4.2.1.3. Recording a catch

All catches must be recorded on FishFriender App.

Each player must record his catch “live” on his own FishFriender account.

Pictures must be taken from the same phone used to record catch on FishFriender. Other cameras will not be authorised to record a catch. “Quick catch” and “Previous catch” modes can be used but catches must be completed and validated as soon as the picture is taken to avoid delays and penalties. Only the fishes caught and recorded while the games are open can be validated. The application will take care of the validation of every catch in the different games involved.

The organisation will use the pictures and information to feed a non-official live leader board and can use the player image in order to promote the event.

Mandatory debrief will be made every day with the organisation with all captains at the meeting point. After this step, no claims will be allowed by the team.

4.2.1.4. Mandatory fields to record a fish

- Picture of the fish on the official event ruler with at least 2 team Players' cards (angler and team member). The full size of the fish must be visible according to the photo procedure presented below. If there is any doubt on the size of the fish or if the fish is not correctly positioned, the catch will not count.
- Picture of the angler holding the fish
- Optional extra picture could be requested for some flash challenges
- Specie
- Quantity (1 fish by catch recorded)
- Size in cm
- Angler (linked to FishFriender account)
- Time and place of catch (data automatically related to the picture).

4.2.1.5. Configuration required :

As each player must record his catches on his/her own FishFriender account, it's recommended that any player have his/her own smartphone connected to his/her FishFriender account.

Players must make sure to download FishFriender App as soon as possible and update the last version of FishFriender in order to be ready for registration and recording catches during the event.

In case of any problem on a player's phone, he/she will be able to log in to his/her account on his/her mate phone and record his/her catches.

4.2.1.6. Specie

All fish species counts. The picture used to record the catch must allow a clear identification of the species.

4.2.1.7. Team Organisation and strategy

The team is free to organise its fishing and resting periods during the game but to be able to validate a catch there must be at least 2 players of the team. There are no rules for the time and frequency of resting except that it will only be possible for 1 player at a time. So it is up to the team to maximise their fishing period with 3 players at the right time. While fishing, the 2 or 3 players must stay close in order to validate without any delay any catch made. In order to check this, each player will have an official badge with a number. In each picture we must see 2 personal badges with the official measuring ruler (one badge for the photographer and one for the angler). The badge is personal and can be asked by marshals at any time or place during the event.

4.2.1.8. Equality

In case of a tie during a game, one point will go to each winning team.

In case of a tie on the final score both teams will have the same ranking.

4.2.2. Ranking and winners

Winners are designated among the Players who have registered a maximum of points in accordance with these Rules.

4.2.2.1. Points, ranking and arbitrage

During the event, 11 multiple games will be launched by the system on live time. Game rules, starting and closing dates will be announced at the same moment for all players.

Each game can bring one point to the winning team (multiple teams can win the same game).

The team that get the most points win the event.

Recorded catches will be checked by the system and controlled by organisers. Catches areas, time, pictures, sizes and species will be verified and validated by “marshals”.

Penalties may be distributed and the ranking board will be updated live.

Final ranking will be validated once all controls done.

4.2.2.2. Infractions et penalties

Players who don't respect terms and conditions of the event can penalise themselves and their teams, especially :

- Not checking in / checking out at meeting points in time.
- Not respecting fishing rules
- Not respecting organisation orders
- Cheating on catch recording
- Not respecting fishing areas / fishing period
- Fishing in forbidden and dangerous areas (high bridges, fence crossing, private areas, disrespect of road signs, ...)
- Any other behaviour in violation of this event's by-law, local laws and rules of ethics.

The decisions of the Marshals of the event are definitive and must be respected with the utmost diligence.

It can go from the penalty point or warning to the disqualification of a team. In case of disqualification of a team, its members must immediately join the organisation at the meeting point.

4.2.2.3. Complaints & Assistance during event

Players will be able to contact organisers at any time before and during the event from FishFriender App (Profile / Settings / Contact) to get technical and informational assistance.

Contact can also be done by email at contact@fishfriender.com

Any sort of claims during the games have to be reported live by the captain, in the name of his Team, when the problem occurs.

The organisation in charge of the complaining Team will clarify the situation with all people involved and take all necessary measures.

Once a Team has registered all its catches and checked out at the control desk, no more claims will be received about these catches.

ARTICLE 5. PRIZES

This Event does not award prizes on behalf of FishFriender or Gunki. Each team will receive a bag with goodies including a tee-shirt per Player, packs of lures and the official Event measuring ruler. Each Player will also receive an individual badge that he will have to wear throughout the Event.

Non-contractual prizes can be given by FishFriender or Gunki to reward certain teams or Players based on their performances during the games. These prizes can be products or services.

ARTICLE 6. RULE FORMALITIES

6.1. Acceptation of the Rules

By creating a Player account, therefore implies total acceptance of the present Rules by the Player.

6.2. Change of the Rules

FishFriender and Gunki have the right to change the rules in order to comply with unforeseeable changes in local or national laws, rules or regulations. Any changes will be added to the present Rules.

In the event of one the clauses of the present Rules being declared as invalid or unenforceable, this will have no effect on the validity of the present Rules.

ARTICLE 7. RESPONSIBILITY

FishFriender and Gunki will not accept any liability if, for reasons beyond their control, the Event had to be postponed, partially or totally cancelled. FishFriender and Gunki will not accept liability in case exceptional circumstances (Force Majeure) or Player's responsibility as defined in the present article.

7.1. Force Majeure

Within the meaning of the present Rules, will constitute a situation of Force Majeure, anything that affects, limits or stops the Player due to fire, flood, adverse weather, storm, earthquake, epidemic outbreak, explosion, riot or civil disturbance, collapse of infrastructures, illicit or fraudulent use of the information provided to the Player, hacking, electrical shortage or failure, war, embargo or any other situation beyond reasonable control of FishFriender and Gunki. Should such situations arise, FishFriender and Gunki will be relieved of their contractual obligations throughout the impediment, situation or crises.

7.2. Player's fault

Within the meaning of the present Rules, will constitute a Player's fault, as anything that can be considered, on his behalf or that of his team members, as misuse of the App or the Event, fault, negligence, omission, failure to respect the advice given by FishFriender and Gunki about the Event, the use of false, inadequate or obsolete information.

ARTICLE 8. CLAIMS

No claims can be made on part or all of the event three (3) months after the end of the Event (1st of July 2018).

FishFriender and Gunki are the only authorities competent to deal with question of the application or interpretation of the present Rules or any shortcoming of the Rules during the Event.

ARTICLE 9. FINAL PROVISIONS

9.1. Applicable Law

The present Rules are subject to the application of French Law.

9.2. Amendments to the present Rules

The present Rules can be amended at any time by FishFriender and Gunki. The general terms applicable to the Players are those in effect the day of his participation or his connection via the App, any new connection to the Player's personal space implies acceptance on the new general terms.

9.3. Litigation

Pursuant to Ordinance n°2015-1033 of the 20th of August 2015, any litigation that should occur relating to execution of the present general terms and for which an amicable solution be found in-between both sides, will be submitted to Mediceys : www.medicys.fr.

Any litigation directly or indirectly linked to the present general terms and conditions shall be settled by arbitration in accordance with the Rules of the Digital Arbitration and Mediation Institute: www.fast-arbitre.com.

9.4. Entirety

In the event of any clause of the present Rules being declared void, other stipulations shall remain in force to their full extent. In such event, the parties shall replace the cancelled provision, to the extent permitted, with a valid provision that is in accordance with the other stipulations of the present Rules.

9.5. Non-renunciation

The failure by FishFriender and Gunki to exercise their rights granted by the present Rules, is not to be interpreted as a renouncement of their rights.

9.6. Telephone solicitation

The Player is informed that he is able to submit his name to the do-not-call list against telephone solicitation at this address: <http://www.bloctel.gouv.fr/>.

9.7. Langue of the present general terms and conditions

The present general terms and conditions are available in French and English.

9.8. Unfair terms

The stipulations of the present general terms and conditions shall be applied subject to the strict respect of the French Consumer Code and regulations concerning unfair terms in contracts between consumers and professionals.