

**BEFORE JOINING THE THRUSTMASTER CLUB AND USING THIS WEBSITE, PLEASE CAREFULLY READ THE GENERAL TERMS AND CONDITIONS OF MEMBERSHIP BELOW.**

## **General Terms and Conditions of Membership for the Thrustmaster Club (tmclub.thrustmaster.com)**

*Last update: 12 November 2024*

### **Foreword**

The company Guillemot Corporation S.A. is offering owners of certain Thrustmaster-brand products the chance to join the Thrustmaster brand club (hereinafter the “**Thrustmaster Club**” or “**Club**”), which can be accessed via the [tmclub.thrustmaster.com](https://tmclub.thrustmaster.com) website (hereinafter the “**Website**”).

### **Article 1: Ownership of the Website – Access to the Website**

The Website is the property of Guillemot Corporation S.A., a société anonyme [French public limited company] with capital of €11,617,359.60, with its registered office located at 2 Rue du Chêne Héleuc, 56910 Carentoir, France, registered with the Vannes Trade and Companies Register under number 414 196 758 (hereinafter “**Guillemot**”).

Membership in the Thrustmaster Club providing access to the Website is reserved for persons who own one or more of the products listed in Article 2 below (hereinafter the “**Products**”) and who meet the conditions set out in Article 2. The Website is intended exclusively for these persons.

Any use of the Website, including simply visiting the Website, is subject to these terms and conditions (hereinafter the “**General Terms and Conditions**”).

Access to the Website implies that the user (hereinafter referred to as “**User**” or “**You**” or “**Member**”) agrees to the General Terms and Conditions. If You do not agree to the General Terms and Conditions when joining the Thrustmaster Club, You will not be able to access the Website.

Guillemot reserves the right to update the General Terms and Conditions at any time without prior notice. If You do not agree to any subsequent version of these General Terms and Conditions, You must leave the Website immediately, as the use of the Website is subject to the most recent version of the General Terms and Conditions.

It is your responsibility to regularly review the General Terms and Conditions to ensure that You are aware of any changes that may have been made. The most recent version of the General Terms and Conditions can be viewed by clicking on the “General Terms and Conditions of Membership” link at the bottom of each page of the Website.

Furthermore, when accessing specific areas or resources of the Website, You must comply with any posted rules and guidelines that are applicable to those areas or resources, which may contain specific terms of use, and which in such case are in addition to the General Terms and Conditions.

Any use, reproduction, distribution or transmission for commercial purposes of all or part of the Website or any information contained on the Website, by any means whatsoever and without the prior written consent of Guillemot Corporation S.A., is prohibited.

## **Article 2: Thrustmaster Club membership – Eligibility – Benefits**

### 2.1 Description of the Thrustmaster Club membership procedure

To join the Thrustmaster Club, You must:

- Be over 16 years of age (minors must obtain consent from their legal representative [parent or guardian] to join the Club), and
- Be domiciled in the European Union or the United Kingdom, and
- Own at least one Product listed below.

By joining the Club, You confirm that You meet these eligibility requirements.

To join the Thrustmaster Club and become a Member of the Club, You must complete a registration form that is available on the first page of the Website. To do so, You must provide your membership number, your email address and your first name and family name.

Membership in the Club and access to the Website is free of charge insofar as no membership or admission fee is required when joining the Thrustmaster Club.

### 2.2 List of Products

- **FORMULA WHEEL ADD-ON FERRARI SF1000 EDITION,**
- **T-GT II,**
- **T818,**
- **VIPER TQS MISSION PACK,**
- **AVA BASE,**
- **AVA F/A-18 SUPER HORNET FLIGHTSTICK,**
- **HYPERCAR WHEEL ADD-ON.**

The Products concerned must be only new and first-hand products, and therefore do not include second-hand or transferred products.

### 2.3 Thrustmaster Club membership card – Membership number

Each Product's packaging contains a Club membership card with a membership number on it. This membership number is required when joining the Thrustmaster Club.

This membership card and the membership number on it are personal and belong to You alone. They are not transferable. You may not seek redress from Guillemot in the event that your membership card is lost or stolen, your membership number is lost or stolen, or your membership number has been used by a third party prior to your joining the Club.

#### 2.4 Member benefits

Once they have joined the Thrustmaster Club, Members will have access to the Website's content, where they will be offered the following privileges:

- A welcome pack including, among other things, the Thrustmaster Club logos.
- Pro Mappings, which are tools to help adjust the Product's settings depending on the game or gaming platform. These Pro Mappings are provided by experts associated with the Thrustmaster brand who are pleased to share their settings with Members. The majority of these tools will be available exclusively on the Website.
- Wallpapers available exclusively on the Website featuring the Thrustmaster brand, Thrustmaster products or those of its partners.
- Exclusive news, previews and information related to the Thrustmaster brand via the Thrustmaster Club newsletter.
- Exclusive special offers from partners and/or the Thrustmaster online shop (shop.thrustmaster.com).

#### **Article 3: Intellectual property rights: limited authorisation**

##### MATERIALS

Guillemot provides You with access to a variety of audio-visual content and resources (hereinafter referred to as the "**Materials**"), such as documents, information, images, illustrations, videos, music, photos, software and text.

All intellectual property rights, logos, copyrights, brands, trademarks and other proprietary creations or information mentioned in these General Terms and Conditions are the full and exclusive property of Guillemot and/or of their respective owners.

Except as otherwise expressly stipulated herein or on the Website, You are granted a limited authorisation to display on a personal computer screen and print out in hard copy the contents of the Website solely for your own personal, non-commercial use and, where any Material on the Website is expressly stated to be downloadable, to download such Material onto a single personal computer solely for your own personal, non-commercial use, and provided that all copyrights, trademarks and other proprietary notices remain intact. This limited authorisation is granted subject to acceptance of and compliance with the General Terms and Conditions. Any other use of the Materials contained on the Website, including, but not limited to, their reproduction (in whole or in part), modification, distribution or republication, without the express prior written consent of Guillemot is strictly prohibited and is a violation of Guillemot's and/or the respective license holders' intellectual property rights. Use of the Materials on any other Website or distribution of the Materials without the express prior

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### SOFTWARE

If You download any Software from the Website, the use and downloading of this Software, including but not limited to the use and downloading of any images or files contained in or generated by the Software, is subject to the limited authorisation agreement set forth above and to compliance with the license agreement for said Software. Guillemot and/or its respective license holders (if any) own all rights, title, interest and intellectual property rights in and to the Software. You may not distribute, market or transmit, modify or adapt the Software, including but not limited to translating, decompiling, disassembling, reverse engineering or creating derivative works therefrom, except as permitted by law.

### MUSIC, VIDEOS

The Website may contain music tracks and videos that are subject to specific licences. In this case, You agree to abide by the terms of these licenses.

### **Article 4: Personal data**

As a data controller (as defined in Article 4 of Regulation (EU) 2016/679 of 27 April 2016), Guillemot processes the personal data required for your registration in the Club in accordance with the applicable regulations on personal data. The personal data collected from the Member by Guillemot is intended to identify and register the Member in the Thrustmaster Club. With the Member's express consent, Guillemot or its subsidiaries may send promotional or advertising emails (newsletters) to the Member; it is possible (and is your right) to stop receiving these emails by clicking on an unsubscribe link in the email that You have received. Finally, your personal data shall be used to manage the exercise of your personal data rights.

In accordance with the French Data Protection Act of 6 January 1978, as amended, Members who can prove their identity have the right to ask the data controller to access, correct or delete their personal data, and the right to ask for the processing of their personal data to be limited. To exercise these rights, the Member must simply complete and submit the contact form available on the Website and accessible in the Website's "CONTACT" section,

indicating their membership number. If said Member is not satisfied with Guillemot's response, they may file a complaint with the competent supervisory authority (for example, in France, the CNIL).

Your personal data is kept for the duration of your membership in the Thrustmaster Club and will be destroyed one (1) year after the termination of your Club membership.

For further information regarding the ways in which Guillemot processes their personal data, Members may refer to the Privacy Policy which can be accessed and consulted via the "Legal Notices" link at the bottom of each page of the Website. Guillemot may update this policy at any time, at its discretion.

## **Article 5: Exclusion of liability – Limitation of liability**

### 5.1 Exclusion of liability

THE WEBSITE AND ITS CONTENTS ARE PROVIDED "AS IS" AND WITHOUT ANY OTHER LIABILITY OR GUARANTEE, EXPRESS OR IMPLIED (WHETHER IMPLIED BY LAW, CUSTOM OR OTHERWISE). GUILLEMOT AND ITS SUBSIDIARIES DISCLAIM ALL LIABILITY AND ALL GUARANTEES, INCLUDING, BUT NOT LIMITED TO, USER SATISFACTION, QUALITY OF THE WEBSITE, ITS MARKET VALUE, FITNESS FOR A PARTICULAR PURPOSE, OWNERSHIP TITLE AND NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS, TO THE FULLEST EXTENT PERMITTED BY LAW.

FURTHERMORE, GUILLEMOT AND ITS SUBSIDIARIES DO NOT GUARANTEE THAT THE INFORMATION AND/OR MATERIALS ACCESSIBLE VIA THE WEBSITE ARE ACCURATE, COMPLETE OR UP TO DATE, OR THAT THE WEBSITE IS FREE OF DEFECTS, INCLUDING, BUT NOT LIMITED TO, VIRUSES OR OTHER ELEMENTS THAT COULD BE HARMFUL TO THE USER. THE USER ASSUMES ALL LIABILITY AND RISK ARISING FROM USE OF THE WEBSITE.

### 5.2 Limitation of liability

TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER GUILLEMOT, ITS SUBSIDIARIES, NOR ANY OF THEIR DIRECTORS, EMPLOYEES, AGENTS, RESPECTIVE AFFILIATES OR OTHER REPRESENTATIVES SHALL BE LIABLE FOR ANY LOSS OR DAMAGE ARISING FROM OR IN CONNECTION WITH THE USE OF OR INABILITY TO USE THE WEBSITE OR THE WEBSITE'S SPACES, MATERIALS AND/OR FEATURES, INCLUDING, BUT NOT LIMITED TO, ANY INDIRECT LOSS OR DAMAGE, LOSS OF DATA, INCOME, PROFITS OR OPPORTUNITY, LOSS OR DAMAGE OF TITLE AND ANY THIRD-PARTY CLAIMS, EVEN IF GUILLEMOT OR ANY OF ITS SUBSIDIARIES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE AND/OR SUCH LOSS OR DAMAGE WAS REASONABLY FORESEEABLE.

TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY OF GUILLEMOT AND ITS SUBSIDIARIES TO YOU FOR ALL DAMAGES, LOSSES AND CLAIMS, WHETHER BASED ON CONTRACT, TORT OR ANY OTHER FORM OF LIABILITY, REGARDLESS OF THE AMOUNT OF DAMAGES, INCLUDING, BUT

NOT LIMITED TO, IN THE EVENT OF NEGLIGENCE, SHALL NOT EXCEED THE AMOUNT PAID, IF ANY, FOR ACCESS TO THE WEBSITE.

#### **Article 6: Indemnification**

YOU AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS GUILLEMOT AND ITS SUBSIDIARIES, SUPPLIERS, AND ALL OF ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, CONTENT PROVIDERS, SERVICE PROVIDERS, LICENSORS AND LICENSEES, AND ALL OTHER RELATED PERSONS (the “**INDEMNIFIED PARTIES**”), AGAINST ALL COSTS OR FEES, INCLUDING STANDARD COURT FEES WITHOUT LIMITATION, INCURRED BY THE INDEMNIFIED PARTIES IN CONNECTION WITH ANY CLAIM OR REQUEST ARISING OUT OF OR RELATED TO YOUR USE OF THE WEBSITE OR YOUR INITIATED BREACH OF THESE GENERAL TERMS AND CONDITIONS. YOU WILL COOPERATE TO THE EXTENT REASONABLY REQUIRED BY THE INDEMNIFIED PARTIES IN THE DEFENCE OF ANY SUCH CLAIM OR DEMAND.

#### **Article 7: Duration and termination of Club membership**

Membership in the Thrustmaster Club takes effect as soon as You have confirmed your registration allowing You to access the Website.

Membership in the Thrustmaster Club shall automatically be terminated, without any right of recourse on your part, in the following cases:

- If Guillemot decides to cease, for any reason, to sell the Product that allowed You to join the Club,
- If Guillemot decides to close the Club, or
- If You are found to be in breach any of the provisions of the General Terms and Conditions or the Privacy Policy. In this case, You will no longer be allowed to use the Website and You must destroy all Materials downloaded or printed out from the Website.

Guillemot may, at its sole discretion, modify, suspend or discontinue, temporarily or permanently, the Website or any portion thereof, or any of its features at any time, for any reason, without any notice or liability to You or to any third party.

Guillemot may, at any time and for any reason (with or without cause), and at its sole discretion, immediately suspend or terminate (in whole or in part) your right to use the Website, without any notice or liability to You or to any third party.

If, for any reason, You withdraw from these General Terms and Conditions or your right to use the Website, (a) these General Terms and Conditions, as they relate to or arise out of your use of the Website, shall continue to apply, and your obligations shall remain enforceable, with respect to your prior use of the Website and its content; and (b) Guillemot may continue to use and disclose your personal data in accordance with the most recent version of the Privacy Policy.

Articles 3, 4, 5, 6, 7, 8, 10, 11 and 12 shall continue to apply after termination of the General Terms and Conditions and/or your Club membership.

## **Article 8: Unsolicited communications policy**

Do not submit any unsolicited ideas, suggestions or other elements that are protected or protectable by intellectual property rights to Guillemot. Guillemot does not accept or consider unsolicited ideas, including, but not limited to, ideas relating to new advertising campaigns, business strategies, promotions, the creation or enhancement of new goods, products, services or technologies, processes, names, samples, demos, images, photographs, designs (hereinafter individually a “**Communication**” and collectively the “**Communications**”). The aim of this policy is to avoid any potential misunderstandings or conflicts.

If, despite our request, You submit any Communications to Guillemot, You automatically grant (or warrant that the owner of the Communications grants) Guillemot and its assigns a perpetual, royalty-free, irrevocable, unrestricted, non-exclusive, worldwide, transferable, sub-licensable right and license to use, copy, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, display and use the Communications or any ideas, concepts or know-how associated with the Communications for any purpose whatsoever, commercial or otherwise, in any form (technology or medium currently known or subsequently devised), without providing any compensation to You or any other person, without any liability on the part of Guillemot and its assigns, and without any obligation of confidentiality or any other duty on the part of Guillemot. You agree, represent and warrant that You waive all moral rights contained in the Communications in favour of Guillemot and its assigns. Guillemot is not bound by a confidentiality agreement and therefore does not guarantee that your Communication shall be treated as confidential.

## **Article 9: Third-party sites**

The Website may contain advertisements and links to other websites or Internet resources and to companies operated or controlled by third parties (hereinafter “**Third-Party Websites**”). Third-Party Websites are independent from Guillemot, and Guillemot has no involvement or participation in Third-Party Websites, their business, goods, services, content, links, webcasting or any other form of transmission, nor in any changes or updates to such sites. Links to Third-Party Websites are provided solely as a convenience to You and the inclusion of any link or advertisement does not imply Guillemot’s endorsement. Your use of Third-Party Websites and your transactions with the owners or operators of Third-Party Websites are at your own risk. Guillemot is not responsible for your use of Third-Party Websites or your transactions with the owners or operators of Third-Party Websites.

## **Article 10: Adding links, framing and mirroring the Website**

It is strictly forbidden to link to the Website without Guillemot’s express written consent. Guillemot reserves the right to terminate any authorisation to link to the Website at any time, for any reason, without prior notice and without liability to You or to any third party. Framing of the Website or any of its content, in any form or by any method, is strictly prohibited. Mirroring of the Website or its content, in any form or by any method, is strictly prohibited.

## **Article 11: Applicable law and disputes**

The Website is operated in France. Its use is governed by French law.

Guillemot and its subsidiaries disclaim all representations and warranties that the Materials and/or the documents, features or benefits offered on the Website are appropriate for use in other countries, or that they meet the legal or regulatory requirements of such other countries. Individuals who choose to access the Website do so at their own risk and initiative and are responsible for compliance with applicable local regulations.

The interpretation and execution of the General Terms and Conditions are subject to French law. In the event of a dispute concerning the General Terms and Conditions, the User assigns exclusive jurisdiction to the French courts. By using the Website, the User grants non-exclusive authority to these courts and waives any challenge to their jurisdiction.

#### **Article 12: Miscellaneous**

In the event that any one of the terms of the General Terms and Conditions is deemed illegal or unenforceable by a court decision, the other provisions shall remain in force.

If under any circumstances either party fails to exercise its rights under any provision of these General Terms and Conditions, such action or failure to act shall not be construed as a waiver of its rights under said provision or any other provision of these General Terms and Conditions.

Neither party may enter into any obligation in the name of and/or on behalf of the other party. Furthermore, each party remains solely responsible for its claims, commitments, services, products and personnel.

#### **Article 13: Contact information**

Guillemot can be contacted:

- By email, using the contact form available in the Website's "CONTACT" section, and always indicating the User's membership number, or
- By telephone, at the following number: 01483 977943 (UK) or +44 1483 977943 (all other countries). Landline number with no additional fee, rate depending on operator.