

### Scope of Application

Ionda GmbH is the organizer of the European Creators' Lab 2023 ("EUCL"). These "General Terms and Conditions" apply to the application procedure and the contractual relationship between the participant and the organizer of the Immersive Residency (hereafter referred to as "Residency") part of the European Creators' Lab.

### Target Group

The Residency is primarily for XR producers and creators with a narrative and/or artistic immersive project in early to mid-stage development. We are looking for innovative storytelling, new forms of audience engagement, relevant topics and original ideas.

### Components and Coverage of the Residency

The Residency covers 5-day workshop in Differdinge (Luxembourg) with international mentors and experts, 6 nights accommodation with breakfast in hotel and catering. Public transport is free in Luxembourg.

In addition, the organizer arranges networking activities and publishes the digital annual Booklet, which lists all participants and mentors and is intended for promotional purposes.

After the Residency participants can receive up to 3 hours online (remote) mentoring sessions with one or more mentors.

### Not Covered

Participants must pay their travels, private expenses, and drinks.

### Benefits for the Residents

Additionally, to the 5-day Residency and the online mentoring sessions residents will have the option for a late entry to the Prototyping Lab of the EUCL, if they want to participate. However, there is a fee for participating in the Prototyping Lab, which is not included in the Residency program.

Organizer plans to select up to 3 projects of the 2023 Residency to invite them to the next edition of the Lux Film Fest / VR Exhibition and Conference. The dates are not published yet but will be very likely in March 2024.

These benefits are not part of the Residency in the strict sense. The organizer plans these (and other) offers to the residents but cannot guarantee that these benefits can be granted. There is no entitlement to these or any other benefits.

### Venue/Days of Event

The venue for the Residency is 1535° Creative Hub, 115, rue Émile Mark, 4620 Differdange, Luxembourg. Participants and mentors will be accommodated in the Residhome Luxembourg, 3 Bd du Jazz, 4370 Esch-Belval Esch-sur-Alzette, Luxembourg.

The recommended day of arrival is Sunday, 10<sup>th</sup> of September, and departure is Saturday, 16<sup>th</sup> of September.

The Immersive Residency starts on September 11<sup>th</sup> in the morning and is full time for five days with additional networking events in the evenings. It is recommended that you do not plan any private appointments in order to be able to participate in all activities.

### Residency Language

English

### Eligible to participate are

all individuals who are at least 18 years old. The EUCL is primarily aiming at European participants but are also open to applications from outside Europe.

### Application for Participation and Selection

To apply for participation in the Residency, please fill out the form: <https://forms.gle/N5a3q8b4Aspf7Gus9>. You will receive an automatized confirmation email about the submission of your application.

The Residency is limited to 20 participants with their projects. Preferred are producer and creative lead, single applications will not be accepted as the teamwork plays a major role in the concept of the Residency.

The organizer will nominate a jury to select projects and participants until **July 31st, 2023**. You will receive notification of the acceptance or cancellation of your participation in the Residency. The contract is concluded by the written confirmation of the organizer. There is no legal claim to participation.

### Accessibility

We think inclusively. Our rooms are barrier-free and accessible for wheelchair users. Please inform us about your needs when you register.

### Further information

One week before the start of the Residency, the organizer will send further detailed information ("Starter Kit") about the location and the schedule.

### Copyright

The working materials issued and made available on the Internet are protected by copyright and may not be reproduced - not even in part - without the consent of Ionda GmbH. Any scripts, recordings and other materials are made available exclusively to our participants.

### Data Protection

Data transmitted to us is stored in the EDP system. We use this data exclusively for the fulfilment of contractual obligations (Art. 6 para. 1b DSGVO, based on your consent (Art. 6 para. 1a DSGVO) or based on legal requirements (Art. 6 para. 1c DSGVO). If you have provided us with your e-mail address, you can object to its use for advertising purposes at any time at [info@ionda.world](mailto:info@ionda.world). We process

personal data in accordance with the provisions of the EU General Data Protection Regulation (DSGVO) and the Federal Data Protection Act (BDSG).

#### **Certificates of Participation**

The organizer will issue a certificate of participation in the Residency as evidenced by signature.

#### **Liability**

Participation in the Residency and the use of the organizer's premises and facilities are at the participant's own risk. The organizer is not liable for accidents, damage, loss or theft, unless caused by gross negligence.

The organizer is also not liable for the services of external service providers, such as Internet providers, Zoom, Miro or cooperation partners of the Residency.

Claims for damages against the organizer are excluded. Excluded from the exclusion are cases in which the organizer is at fault due to intent or gross negligence. In the event of a breach of material contractual obligations, the organizer's liability shall be limited to compensation for the direct average damage that is foreseeable and typical for the type of event, unless there is intent or gross negligence or liability for injury to life, limb or health.

#### **Notes**

The Residency will only take place if a functioning group is formed, and it is organizationally and technically feasible. The content and scope of the organizer's services result from the respective event offer.

As a registered participant, you guarantee that you will use any access to events or recordings provided exclusively for yourself and will not pass them on to third parties.

As a participant, you acknowledge that no claims for damages can be made against the organizer if the Residency is made more complicated or prevented by unforeseen economic or political events or by force majeure in general, or if program changes or cancellations become necessary due to the cancellation of mentors or experts. There is no entitlement to certain mentors accompanying the Residency, even if they have been announced. The organizer shall ensure that new mentors are also suitably qualified. Changes in this sense do not entitle the participant to withdraw from the contract or to reduce the event fee.

#### **Corona, Force Majeure, Exceptional Situations**

Should a situation arise again, in which it is not possible to hold the Residency as a physical event - for example due to government regulations during a pandemic - the organizer will look for possibilities to either postpone the event or hold it completely digitally / virtually. In worst case the Residency will be cancelled. By registering, you acknowledge this reservation.

#### **Final provisions**

The contractual relationship existing between the parties and the rights and obligations arising therefrom shall be governed exclusively by the substantive law of the Federal Republic of Germany, excluding the conflict-of-law rules of private international law.

The place of performance for all obligations arising from the contractual relationship is the Organizer's registered office in Munich.

Additions or changes to the contractual relationship between participants and the organizer are only effective if they are confirmed in writing. Should any provision of these GTC be or become invalid in whole or in part, this shall not affect the validity of the remaining provisions. The statutory provisions shall apply in place of the invalid provision.