TERMS AND CONDITIONS OF SALE

Immersive Role-Playing Services

Version 1.0

Olivier Allibert — Ishural brand

Article 1 — Purpose

These Terms and Conditions of Sale (the “Terms”) govern the services offered by Olivier Allibert, a sole proprietor operating under the Ishural brand (hereinafter the “Service Provider”), consisting of the facilitation of immersive, scripted and personalised role-playing experiences.

These services may be provided at the client's premises, at a partner establishment, during events, or at any other location agreed upon by the parties.

Any booking constitutes unconditional acceptance of these Terms.

Article 2 — Nature of the Services

The services offered by the Service Provider under the Ishural brand consist of cinematic role-playing adventures led by a professional Game Master (GM).

Each service includes, in particular:

- preparation of the adventure
- possible customisation of the scenario
- facilitation of the session
- ongoing adaptation of the narrative to the players' decisions

The duration indicated at the time of booking is an estimate. Due to the interactive nature of the service, a reasonable variation in duration shall not constitute grounds for a refund.

Article 3 — Booking

A booking becomes final once:

- the quotation or booking confirmation has been accepted
- the deposit has been paid, where required

The Service Provider reserves the right to refuse a booking, particularly in the event of:

- unavailability
- inappropriate behaviour during previous services
- a request incompatible with the values or fictional setting offered.

Article 4 — Prices

The prices applicable are those in force on the date of booking.

Prices include both preparation and facilitation of the service.

Any travel expenses are specified before the booking is confirmed.

Prices are expressed in euros.

The Service Provider benefits from the VAT exemption scheme pursuant to Article 293 B of the French General Tax Code, unless their tax status subsequently changes.

Article 5 — Payment

Unless otherwise agreed:

- a deposit may be requested at the time of booking
- the balance is payable no later than the day of the service

Accepted payment methods are specified at the time of booking.

Any late payment may result in the refusal of future services.

Article 6 — Cancellation

Cancellation by the client

All cancellations must be communicated in writing.

Cancellation terms take into account the booking lead time, particularly for services booked at short notice (short sessions or bookings made only a few days before the scheduled date).

General case (booking made more than 14 days before the service)

- more than 14 days before the service: full refund of the deposit
- between 14 and 7 days before the service: 50% of the deposit retained
- less than 7 days before the service: deposit retained in full

Late bookings (booking made less than 14 days before the service)

- cancellation within 24 hours of booking: full refund of the deposit
- cancellation more than 72 hours before the service: 50% of the deposit retained
- cancellation less than 72 hours before the service: deposit retained in full

These provisions are intended to take account of the preparation time already invested by the Service Provider, including for short sessions.

In duly substantiated exceptional circumstances, the Service Provider may offer to reschedule the service.

Cancellation by the Service Provider

In the event of a major impediment (illness, accident or force majeure), the client may choose between:

- rescheduling the service
- a refund of the amounts paid.

Article 7 — Conduct of the Service

The Game Master, acting on behalf of the Service Provider, remains responsible for:

- the proper conduct of the game
- interpretation of the rules
- the pacing of the narrative
- the consistency of the fictional setting

Rulings made during the game are final in order to preserve the flow of the experience.

Article 8 — Participant Conduct

Participants undertake to behave respectfully towards:

- other players
- the Game Master
- the premises hosting the service
- the equipment used

The Service Provider may terminate the service immediately without a refund, particularly in cases of:

- violence
- harassment
- discrimination
- dangerous behaviour
- deliberate damage to equipment or premises.

Article 9 — Alcohol and Drugs

The Game Master reserves the right to refuse or interrupt a service when a participant is visibly intoxicated or under the influence of substances likely to compromise the proper conduct of the activity or the safety of participants.

Article 10 — Customisation

The adventures offered by Ishural are highly personalised.

Scenarios may be adapted to the characters, decisions and expectations expressed by the players.

No guarantee is given regarding the inclusion of particular scenes, characters or events, as these may evolve according to the choices made during the game.

Article 11 — Intellectual Property

The Ishural brand, its logo, visual identity, fictional universe, characters, scenarios, texts, illustrations, game system, rules, maps, graphic creations and all content created by Olivier Allibert in connection with Ishural's activities are protected under the provisions of the French Intellectual Property Code and, where applicable, trademark law.

Any reproduction, adaptation, distribution, public presentation or exploitation, whether in whole or in part and in any form whatsoever, without the Service Provider's prior written authorisation is prohibited.

Article 12 — Image and Recording Rights

No photography, audio recording or video recording intended for public distribution shall be made without the participants' prior consent.

Conversely, any recordings made by participants may not be exploited for commercial purposes without the Service Provider's prior written authorisation.

Article 13 — Liability

The Service Provider is bound by an obligation to use reasonable efforts, rather than an obligation to achieve a specific result. The Service Provider shall make every effort to deliver a high-quality immersive experience, without being able to guarantee each participant's subjective satisfaction.

Article 14 — Personal Data

Information collected during booking is used solely for the organisation of services.

It is neither sold nor transferred to third parties, except where required by law.

The client has the rights provided for under the applicable personal data protection regulations.

Article 15 — Mediation and Disputes

In the event of a dispute, the parties shall endeavour to find an amicable solution.

Failing this, a consumer client may refer the matter free of charge to a consumer mediator, in accordance with the provisions of the French Consumer Code.

These Terms are governed by French law.

Article 16 — Participants’ Emotional Safety

The adventures offered by Ishural may address fictional themes such as armed conflict, war, political intrigue, death, magic, frightening fantasy creatures or other elements inherent to an action and fantasy setting.

Before the service begins, participants are invited to inform the Service Provider of any subjects they would prefer to avoid or that could cause significant discomfort.

Where possible, the Service Provider shall adapt the content of the service to preserve the comfort of all players, without compromising the coherence of the setting or adventure.

Any participant may request a temporary pause in the game if they experience distress or significant discomfort.

The Service Provider also reserves the right to interrupt or modify a scene if it is likely to adversely affect the proper conduct of the service or a participant's well-being.

Article 17 — Campaigns and Narrative Continuity

In campaigns consisting of multiple sessions, decisions made by players may have lasting consequences for the development of the story, characters and fictional setting.

The occasional absence of one or more players does not automatically result in the session being rescheduled.

The Service Provider reserves the right to adapt the scenario to maintain the campaign's coherence.

Services already provided remain payable, even if a participant voluntarily withdraws during a campaign.

Article 18 — Player Characters

Characters created by players remain their own creations.

However, players authorise the Service Provider to develop these characters exclusively within the campaign concerned when necessary for the proper progression of the story.

The Service Provider shall not commercially exploit a character created by a player without the creator's prior authorisation.

Conversely, all elements belonging to the Ishural universe (factions, peoples, places, deities, organisations, non-player characters, creatures, rules, terminology, history, maps and lore elements) remain the exclusive property of Olivier Allibert.

Article 19 — Scenario Confidentiality

The scenarios, plots, revelations, puzzles and narrative events offered as part of Ishural services constitute an essential part of the experience.

Participants undertake not to deliberately disclose major scenario elements (“spoilers”) that could detract from future players' experience.

This provision does not prohibit sharing an opinion or feedback about the service.

Article 20 — Services at Home and in Private Venues

When the service is organised at a venue provided by the client, the client undertakes to make available a space suitable for the proper conduct of the game under normal conditions of safety, comfort and quiet.

The Service Provider may interrupt or postpone the service if the physical conditions prevent its proper conduct or present a risk to participants or the equipment used.

Article 21 — Travel

Travel is included only when expressly stated in the quotation or booking confirmation.

Outside the Service Provider's usual operating area, travel expenses may apply.

These expenses are always communicated to the client before the booking is approved.

Article 22 — Participant Lateness

Participants are asked to arrive at the time agreed upon when booking.

In the event of lateness, the Service Provider shall endeavour to maintain the service under the best possible conditions.

However, unless expressly agreed by the Service Provider, the period of lateness shall be deducted from the originally scheduled duration of the service and shall not entitle the client to an automatic extension of the session or a reduction in the agreed price.

Where lateness compromises the proper conduct of the adventure or the Service Provider's other commitments, the Service Provider reserves the right to shorten or cancel the service. In such cases, the cancellation conditions set out in these Terms shall remain applicable.

Article 23 — Participation of Minors

Ishural services are recommended for participants aged 14 and over.

The Service Provider reserves the right, on an exceptional basis, to accept or refuse a younger player when the content of the service, the event format and the participant's maturity make this appropriate.

For participants who are minors, the booking must be made by a legal guardian or with their express authorisation.

The Service Provider may require a parent, legal guardian or designated responsible adult to be present at the venue where circumstances justify this, particularly depending on the participants' ages, the number of players, the venue or the nature of the event.

Legal guardians are invited to inform the Service Provider of any relevant information concerning a minor that could affect the proper conduct of the service. The Service Provider reserves the right to refuse a minor's participation if the supervision or safety arrangements, or the nature of the proposed adventure, do not appear suitable.

Article 24 — Use of the Ishural Brand

The Ishural brand, its logo, visual identity, graphic universe and all its distinctive signs are protected.

Any use of these elements, particularly in connection with an event, public communication or commercial activity, without the Service Provider's prior written authorisation is prohibited.

Article 25 — Amendments to These Terms and Conditions of Sale

The Service Provider reserves the right to amend these Terms and Conditions of Sale at any time.

The applicable Terms and Conditions of Sale are those in force on the date of booking confirmation or signature of the quotation.

Article 26 — Entry into Force

These Terms and Conditions of Sale enter into force on their date of publication.

They remain applicable until replaced by a subsequent version published by the Service Provider.