

Terms and Conditions for Participation in Raffles and Competitions

1 Subject

These '**Conditions**' govern the participation in raffles and competitions ('**Contest(s)**') organised by the Gameforge 4D GmbH, Albert-Nestler-Straße 8, 76131 Karlsruhe, Germany ('**Gameforge**'). Deviating or supplementary rules in the '**Announcement**' of an individual Contest shall take precedence over these Terms and Conditions in the event of contradictions.

2 Eligibility

- 2.1 All users of legal age, who comply with the requirements of the [Standard Terms and Conditions of Use](#) during the duration of the Contest and who have a personal, active account ('**Account**') for the respective online game are eligible to enter. The legal age of eligibility shall be determined according to the statutory provisions of the user's country of residence.
- 2.2 Entitled to participate but excluded from the receipt of any prizes are (a) employees of Gameforge (including affiliated companies), (b) members of their households and (c) relatives to the 3rd degree of persons mentioned in (a) and (b). The prize shall be awarded among participants who do not belong to the above-mentioned groups of people. Gameforge reserves the right to exclude persons from participation and/or winning who violate the Terms and Conditions or who gain or make others provide them unfair advantages during participation.

3 Participation

- 3.1 Participation in Contests occurs by carrying out the participation action(s) as described in the Announcement. It is free of charge, is not bound to a fee-based service and can only be effectively performed during the participation period.
- 3.2 Supplementary rules for Contests that require the submission of 'Content' (depending on the Contest, for example, texts, images, screenshots, artwork, etc.) by the user:
 - a) the submission must be made from the email address belonging to the Account to the email address stated in the Announcement and addressed with the email subject stated therein. Furthermore, the email must also contain the nickname belonging to the Account and the language version used.
 - b) the submission email should state which name the participant is to be called in the public announcement in the event of a win. If the participant does not provide any information in this regard, they agree that the nickname mentioned may be used as identification. Should the participant prefer that a name not be used at all, they may indicate as such in their submission.
 - c) multiple submissions (including submissions in connection with different Accounts of the same user) are not permitted.
- 3.3 Supplementary rules for Contests in connection with third-party social media services:

If the nature of the Contest or the Announcement requires the use of a social media account with a

third party provider, it is a prerequisite for participation that the participant's respective social media account exists from the time of their participation action until the completion of the Contest. The operator of the social media service is not the organizer of the Contest. Any requests of the participant in connection with the Contest are to be directed exclusively to Gameforge.

- 3.4 Supplementary rules for Contests in which the participation action consists of achieving certain goals or fulfilling certain tasks in the game ('Achievements'):

If the required action to participate is based on an Achievement within a game, the winners are given the opportunity to confirm or reject their participation in the Contest within one week upon their Notification.

4 Granting of Rights to Use for Submissions by the Participant

- 4.1 The participant grants Gameforge the free-of-charge, non-exclusive, revocable right to use the Content within the required scope for the purpose of the execution of the Contest, unlimited in terms of time and territory. This includes the right to reproduce and edit the Content (e.g. adaptation of the format and image size, editorial changes). It also includes the right to make the Content publicly accessible on Gameforge websites and Gameforge social media channels ('Presentation') and to grant the operators of the respective social media services the necessary rights to use the Content.
- 4.2 Gameforge reserves the right to implement the Content provided by the winners as a special recognition into the online games and websites operated by Gameforge (e.g. in the loading screen). For this purpose, the participant grants Gameforge rights to use the Content to the same extent as under the above paragraph 1 sentence 1. If the user revokes this granting of rights, Gameforge is only obligated to delete the implemented Content after a reasonable period of time, which shall not exceed 10 working days at Gameforge's registered office. If a software patch is required to delete the Content due to the type of implementation, this period is extended to the time of the next software patch, but in no case more than 9 months. The information provided by the participant in accordance with 3(2)(b) shall apply accordingly to the copyright identification.
- 4.3 By performing the submission, the participant affirms that they have carried out the required participation action themselves. The participant guarantees that the Content does not violate any rights of third parties and indemnifies Gameforge against all claims that third parties may assert in connection with the Content.

5 Granting of Rights to Use by Gameforge

For the purpose of participation in Contests, Gameforge grants the participant the free-of-charge, non-exclusive right to use the required Content of the Gameforge service to which the Contest refers to the necessary extent (e.g. screenshots, if their submission is part of the required participation action).

6 Prizes

- 6.1 The nature of the prizes shall be determined by the Announcement. The winner is responsible for any taxation of the prizes.
- 6.2 A cash equivalent of the prize or a transfer to another person is not possible. If the winner rejects the prize or in the cases of 3(4) the confirmation is omitted, Gameforge is entitled to award the prize to another participant instead.

7 Determination of the Winners

Gameforge will determine the winners in the manner described in the Announcement. If no criteria for determining the winners are specified, Gameforge will determine the winners at its sole discretion,

especially if the required participation action includes creative works from the participants that are subject to a subjective evaluation.

8 Notification and Announcement of the Winners

8.1 Gameforge will inform the winners of the prizes within four weeks after the submission deadline by email to the email address used for entry ('**Notification**').

8.2 Subject to the provision under 3(2)(b), Gameforge is entitled to announce the winner on the Gameforge websites and Gameforge social media channels.

9 Delivery of the Prizes

9.1 Digital goods as prizes:

a) if the prize consists of digital goods, these will be added to the winner's Account within one week of Notification, or after the winner has provided any potentially necessary details. These details may include, in particular, choosing a prize from a selection, or naming an account and/or character name or game server on which the prize should be awarded.

b) Gameforge will inform the winners in the Notification what details are necessary and request that the winners provide this information. If the requested information is not provided within two weeks after receipt of the request, the participant's claim to the prize is lost without compensation, provided that this consequence was pointed out in the request. Gameforge is then entitled to award the prize to another participant instead.

9.2 Physical prizes:

a) gameforge will request the winners of physical prizes in the Notification to provide the information necessary for sending the prize and, if applicable, to specify the prize (e.g. sizes for textiles). If the requested information is not provided within two weeks after receipt of the request, the claim to the prize of the participant is lost without compensation, provided that this consequence was pointed out in the request, and Gameforge is entitled to award the prize to another participant instead.

b) physical prizes will be dispatched by a delivery service provider ('Service Provider') commissioned by Gameforge and requires a valid postal address ('Address'). Physical prizes are deemed to have been awarded to the winners by Gameforge with the handover of the prizes to the service provider; the claims of Gameforge against this Service Provider are transferred to the winner at this time. If a prize cannot be delivered as the result of an erroneous Address supplied by the winner, this will be at the expense of the affected winner. Gameforge will not be liable for any further attempt to deliver. There is no entitlement to delivery of the prizes to a country outside the eligible regions stated in the Announcement.

10 Privacy

10.1 Gameforge will process the personal data provided by the participants (this is basic user data from their Account, i.e. character name and email address, the postal Address if provided, and the name provided according to 3(2)(b)) within the scope of the data protection requirements and exclusively for the purpose of the execution of the Contest. This includes checking the eligibility to participate and, if applicable, sending the Notification and prizes as well as the associated Presentation on the Gameforge websites and Gameforge's social media channels (www.youtube.com/user/Gameforge, twitter.com/Gameforge, www.facebook.com/gameforge, www.instagram.com/gameforge_com/ as well as any existing channels on these services of the respective game).

10.2

The collected personal data is initially stored for the duration of the Contest and then deleted. This excludes the data publicized as part of the Presentation, which is stored permanently for reasons of transparency. To the extent that legal retention requirements stipulate longer-term storage, the affected data will be deleted at the latest following the expiry of such obligations.

- 10.3 Further information on the handling of personal data by Gameforge can be found within the [Privacy Policy](#) (see in particular point 3.9 for the holding of contests and the significant legal bases for the associated processing of this as well as point 6 on the rights of the affected person).

11 Liability

- 11.1 Regardless of legal grounds, Gameforge, its committees, employees and agents are liable exclusively for wilful intent and gross negligence. However they are only liable in cases where contractual obligations are infringed upon or neglected and are limited to foreseeable damages, provided these restrictions are not contrary to the requirements of any applicable law. These limitations do not apply for the loss of life, personal injury or damage to health and for liability under the Product Liability Act.
- 11.2 Gameforge shall not be liable for material defects and legal deficiencies of the prizes. This does not apply if such a defect was fraudulently concealed by Gameforge.

12 Final Provisions

- 12.1 The participant agrees to these Terms and Conditions for Participation by performing the required participation action. In addition to these Terms and Conditions for Participation, the [Standard Terms and Conditions of Use](#) of Gameforge apply.
- 12.2 The terms of use of third parties involved in the execution of the Contest remain unaffected.
- 12.3 Gameforge reserves the right to end the Contest before the end of the participation period, should an important reason arise. An important reason would in particular be if the proper execution of the Contest cannot be guaranteed for technical, organisational or legal reasons.
- 12.4 The contractual relationship is governed by German law to the exclusion of the referral regulations of international private law. If the participant has as their usual domicile a location in another country within the European Union during the extent of the Contest, the validity of the strictly applicable legal regulations in question shall remain unaffected.
- 12.5 Legal recourse is excluded regarding the eligibility to participate in Contests and regarding the execution of Contests, including the determination of winners.
- 12.6 In the event that any individual provision of these Terms and Conditions for Participation becomes ineffective, the remaining provisions shall remain effective and binding. The unenforceable provision shall be substituted for the relevant statutory provision.