

## TERMS AND CONDITIONS

The following conditions govern the execution of the 'Anniversary Baking & Cooking Contest', the 'Anniversary Legion Cape Contest' and the 'Anniversary Then and Now Contest' (hereafter together referred to as the '**contests**'), hosted by Gameforge 4D GmbH, Albert-Nestler-Strasse 8, 76131 Karlsruhe, Germany ('**Gameforge**').

### **1. Eligibility, Participants and Participation**

- (1) Participation in the *contests* is free. All users of full age, who comply with the requirements of the [Standard Terms and Conditions of Use](#), and who have a personal, active account ('**account**') for aion.gameforge.com are eligible to enter.
- (2) A '**participant**' is any person entitled to participate as per (1) who participates as described in either (3), (4) or (5) between 26th September 2019 and 7th October 2019, 11:59 PM CEST ('**participation period**').
- (3) The objective of participation in the 'Anniversary Baking & Cooking Contest' is the independent preparation of a dish or pastry based on a model found in AION and displaying an identifiable reference to AION's 10th birthday, as well as the self-produced creation of photos or videos, which show the dish or pastry during and after preparation ('**baking/cooking photo or video**'), as well as the submission of the photo within the *preparation period* as per the following guidelines ('**baking/cooking contest entry**):
  - a) Persons and any other proprietary motifs may not be identifiably depicted in the *baking/cooking photo or video*. Furthermore, if a video is sent as the *baking/cooking contest entry*, it may not contain any voice recordings and/or music.
  - b) A photo series in .jpg or .png format or a video in .mp4 format with a maximum file size of 200 MB are permitted.
  - c) The *baking/cooking contest entry* must be sent to contest@aionfreetoplay.com from the email address associated with the *account* using the subject line 'Anniversary Baking & Cooking Contest'.
  - d) The email should also detail the nickname and game server associated with the *account*. It should also indicate whether and by which additional or alternative identification the *participant* wishes to be identified as the creator of the *baking/cooking photo or video* as part of the *presentation* (as per 2(3)), should their *baking/cooking contest entry* win. If no provision is made for this, the *participant* consents that the nickname they provided is sufficient and permissible as an identifier. Should the *participant* prefer to eschew any form of identification, they may indicate as such in their *baking/cooking contest entry*.
- (4) The objective of participation in the 'Anniversary Legion Cape Contest' is the creation of a screenshot that shows the *participant's* legion members wearing self-designed legion capes with a recognisable reference to AION's 10th birthday ('**cape screenshot**'). The screenshot may be edited by the *participant* ('**edited cape screenshot**'), and the *screenshot* or *edited screenshot* should be submitted within the *participation period* as per the following guidelines ('**cape contest entry**):
  - a) The user interface should be hidden while taking the *cape screenshot*. In particular, no character names or chat messages should be visible.
  - b) The *cape screenshot* or *edited cape screenshot* must be submitted in .jpg or .png format with a maximum file size of 5 MB.
  - c) For the purposes of preparing the *edited cape screenshot*, the original *screenshot* may be modified using editing software, for example to add a filter or embellishment such as a sticker.
  - d) The *cape contest entry* must be sent to contest@aionfreetoplay.com from the email address associated with the *account* using the subject line 'Anniversary Legion Cape'.
  - e) The email should also detail the nickname and game server associated with the *account*. It should also indicate whether and by which additional or alternative

identification the *participant* wishes to be identified as the creator of the *edited cape screenshot* they have submitted, as part of the *presentation* (as per 2(3)), should they win. If no provision is made for this, the *participant* consents that the nickname they provided is sufficient and permissible as an identifier. Should the *participant* prefer to eschew any form of identification, they may indicate as such in their *cape contest entry*.

- (5) The objective of participation in the 'Anniversary Then and Now Contest' is the creation of two screenshots showing the *participant's* oldest character in the region 'Dumaha' as well as in a no longer existing region ('**then and now screenshots**'). The screenshot may be edited by the *participant* ('**edited then and now screenshot**'), and the (edited) screenshot should be submitted within the *participation period* as per the following guidelines ('**then and now contest entry**')
- a) The user interface should be hidden while taking the *then and now screenshot*. In particular, no character names or chat messages should be visible.
  - b) The *then and now screenshot* or *edited then and now screenshot* must be submitted in .jpg or .png format with a maximum file size of 5 MB.
  - c) For the purposes of preparing the *edited then and now screenshot*, the original *screenshot* may be modified using editing software, for example to add a filter or embellishment such as a sticker. If the *then and now contest entry* contains an *edited then and now screenshot*, the original *then and now screenshot* must be submitted as well.
  - d) The *then and now contest entry* must be sent to contest@aionfreetoplay.com from the email address associated with the *account* using the subject line 'Anniversary Screenshot'.
  - e) The email should also detail the nickname and game server associated with the *account*. It should also indicate whether and by which additional or alternative identification the *participant* wishes to be identified as the creator of the *edited then and now screenshot* they have submitted, as part of the *presentation* (as per 2(3)), should they win. If no provision is made for this, the *participant* consents that the nickname they provided is sufficient and permissible as an identifier. Should the *participant* prefer to eschew any form of identification, they may indicate as such in their *then and now contest entry*.
- (6) Each *participant* is permitted only one *entry* per contest. *Entries* made before or after the participation period or multiple *entries*, including *entries* made in connection with different *accounts*, will not be considered.

## **2. Winners and Prizes**

- (1) *Gameforge* will select a total of five *baking contest entries*, three *cape contest entries* as well as five *then and now contest entries* from amongst all eligible *entries* based on their creativity and originality. The '**winners**' are those *participants* who created these *entries*.
- (2) *Gameforge* will inform the *winners* by 11th October 2019 via email, sent to the email address used for their *entry* ('**notification**'). As part of the 'Anniversary Legion Cape Contest', the *winner* has to send a list of all active legion members to *Gameforge* by 15th October 2019 at the latest, for the purpose of sending the prizes.
- (3) In recognition of their efforts, *Gameforge* may present the *winner's baking/cooking photo or video*, as well as the *edited cape screenshots* and the *edited then and now screenshots* on their own internet pages (including the AION Steam page and forum) as well as the presences maintained by *Gameforge* on the social networks Facebook, Instagram and Twitter (together the '**Gameforge sites**'), stating the associated nicknames or the chosen identifier as per 1(3)(d), (4)(e) and (5)(e), and the game server.
- (4) The *winners* will receive prizes as stated in the contest announcement. The prizes will be dispatched by a delivery service provider ('**service provider**') commissioned by *Gameforge* from 21st October 2019 and requires a valid postal address ('**address**') within the European

Economic Area and optionally an indication of the preferred T-shirt size. *Gameforge* will ask the *winners* to reply to the notification with their addresses by 15th October 2019, 11:59 PM CEST at the latest (**'response'**). In the case of the 'Anniversary Legion Cape Contest', all *participants* as well as their active legion members, whose nicknames must have been provided by 21st October 2019 at the latest per 2(2), will receive the corresponding digital prizes as long as the legion members were already members at the beginning of the *participation period* and the legion leader has provided the list of active legion members in a timely manner.

- (5) *Responses* that *Gameforge* receives late or does not receive at all will lead to loss of entitlement to the prize.
- (6) To the extent that the prizes concern the receipt of digital content, this will be added to the *account* of the respective *winner* within a week of *notification* where possible.
- (7) When prizes constitute physical goods (**'material prizes'**), there is no entitlement to these being dispatched to a country outside the European Economic Area. There is similarly no entitlement to receipt of a T-shirt in the preferred indicated size.
- (8) The *material prizes* are deemed to have been awarded to the *winners* by *Gameforge* with the handover of the prizes to the *service provider*. If a *material 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 delivery attempt.
- (9) A cash payment and/or payment of the prize or *material prizes* in tangible assets as well as an exchange and/or transfer of the prizes to third parties are all excluded.

### **3. Rights of Use and Indemnity**

- (1) For the purpose of participation in the *contests*, *Gameforge* grants the *participant* the free-of-charge, non-exclusive right while playing AION to the extent required for creating screenshots and making their entry. *Gameforge* reserves all rights in as far as not expressly granted as usage rights by these Terms and Conditions. In particular, all rights to the *cape screenshots* and *then and now screenshots* remain with *Gameforge*.
- (2) For the purposes of the *presentation*, the *participant* grants *Gameforge* the free-of-charge, non-exclusive and revocable right to use the *baking/cooking photos or videos*, the *edited cape screenshots* and the *edited now and then screenshots* where required without limitation of time and place. This includes the right to reproduce and edit the *entry* (esp. adjustments to format and image size), to make it accessible on the *Gameforge sites* and to provide the necessary rights to the affected platform providers.
- (3) By submitting their entry, the *participant* provides assurance that they produced the *baking/cooking photos or videos*, the *edited cape screenshots* and the *edited now and then screenshots* themselves, guarantees that this does not infringe on the rights of third parties, and indemnifies *Gameforge* against all claims from third parties based on the infringement of third-party rights in connection with the *entry*.

### **4. Data Privacy**

- (1) *Gameforge* will collect the personal data provided by the *participants* (including user data for the *account*, i.e. the associated nickname, email address, the *address* and, if applicable, T-shirt size as provided by *winners*, and the form of identification chosen per 1(3)(d), (4)(e), (5)(e)) in accordance with data protection requirements and process this exclusively for the purposes of running the *contests*. This includes checking eligibility for participation and adherence to the participation requirements (as per 6(2)), as well as, where applicable, the delivery of the *material prizes* and provision of the *address* to the *server provider*, the *notification* and the *presentation*.
- (2) The personal data collected will be stored for the duration of the *contests* and then subsequently deleted. The *presentation* which, for reasons of transparency is principally always kept permanently available for retrieval, will not be deleted unless otherwise requested by the respective *winner*. 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 and will only be processed for the purposes of compliance.

- (3) Further information on *Gameforge's* handling of personal data can be found in the [Privacy Policy](#) (see in particular point 3.9 regarding the holding of contests and the significant legal basis for processing of this data, as well as point 6 on the rights of the data subject).

## **5. Disclaimer**

*Gameforge*, its bodies, employees, and subcontractors are liable exclusively for wilful intent and gross negligence, regardless of legal basis, and in cases of ordinary negligence, only for the violation of essential contractual obligations and limited to foreseeable damages, as far as not precluded by other compulsory statutory provisions. These limitations do not apply for the loss of life, personal injury or damage to health.

## **6. Final Provisions**

- (1) The *participant* agrees to these Terms and Conditions by submitting their *entry*.
- (2) In addition to these Terms and Conditions, the [Standard Terms and Conditions of Use](#) (together the '*rules*') also apply.
- (3) Should a *participant* infringe upon the *rules* during the execution of the *contests*, or such an infringement be proven thereafter, *Gameforge* may revoke their eligibility to participate.
- (4) *Gameforge* reserves the right to end the *contests* 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 *contests* cannot be guaranteed for technical or legal reasons.
- (5) The contractual relationship is governed by German law to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods and the referral regulations of international private law. If the *participant* has as his usual domicile a location in another country within the European Union during the extent of the *contests*, the validity of the strictly applicable legal regulations of the country in question shall remain unaffected by the choice of law made in the prior sentence.
- (6) In the event that any individual provision of these conditions becomes ineffective, the remaining provisions shall remain effective and binding. The unenforceable provision shall be substituted for the relevant statutory provision.