

TERMS AND CONDITIONS

The following conditions govern the course of the Aion Free-to-Play 6th Annual Contest (hereafter the '**Contest**') as organised by Gameforge 4D GmbH, Albert-Nestler-Straße 8, 76131 Karlsruhe, Germany (hereafter '**Gameforge**').

1. Eligibility, Participants and Participation

- (1) All users of full age with a personal, active account (hereafter '**account**') for aion.gameforge.com are eligible to enter.
- (2) A '**participant**' is any eligible user who participates in the contest outlined below between 28/2/2018 at 00:01 AM and 6/3/2018 at 11:59 PM (hereafter '**participation period**'). Participation in the contest requires the creation of a birthday cake with visible reference to Aion using one or more photos or a video.
- (3) A requirement for participation in each case is the independent creation of related photography or video footage, which is then submitted via email to contest@aionfreetoplay.com (hereafter '**entry**').
 - a) The *entry* must be submitted using the email address belonging to the *account* and state the subject line 'Birthday Cake' and should also contain the *participant's* game server and character associated with their *account*.
 - b) Each *participant* is permitted only one *entry*.
 - c) Permitted digital photograph formats are .jpg or .png with a maximum file size of five MB, alternatively a series of photographs or a video in .mp4 format with a maximum file size of 200 MB may be submitted.
 - d) Alternatively, an *entry* may be made by sending a link to photos and videos stored on an external platform that meet the above requirements. In this case, the *participant* must comply with the terms and conditions of the respective external platform.
 - e) Persons and any other proprietary motifs may not be identifiably depicted in the photos or videos. Furthermore, if a video is submitted, it may not contain any voice recordings and/or music.
 - f) Moreover, the *entry* must be free of any other rights of third parties and must comply with applicable law. The *participant* indemnifies *Gameforge* against all or any claims of third parties arising out of or in connection with the *entry*, and furthermore confirms they are eligible to concede the permission for usage as per section 3 of these terms and conditions.
- (4) Participation in the *contest* is free and is not bound to the purchase of any goods or the subscription to a fee-based service.

2. Winners and Prizes

- (1) *Gameforge* will select three *entries* from amongst all eligible *entries* by 14/3/2018 on the basis of their creativity and originality. The '**winners**' are those participants who created these selected *entries*.
- (2) *Gameforge* will announce the *winners* by 28/3/2018 on the internet sites and on the social networks maintained by *Gameforge* (together the '**Gameforge sites**') using their nickname, and inform them of their win via an email sent to the email address used for the *entry* (hereafter '**notification**').

- (3) The *winners* will receive prizes in accordance with the contest announcement. The prizes will be dispatched by a delivery service provider ('**service provider**') commissioned by *Gameforge* from 29/3/2018 and requires a valid postal address ('**address**') within the European Union.
- (4) The prizes are deemed to have been awarded to the *winners* by *Gameforge* with the handover of the prizes to the *service provider*. If a prize cannot be delivered as the result of an erroneously supplied *address*, this will be at the expense of the affected *winner*.
- (5) A cash payment or payment of the prizes in physical goods or rather the exchange and/or transference to a third party is also not permitted.

3. Rights of Use

- (1) For the purposes of presenting the *entry* on the *Gameforge sites* (hereafter '**usage**'), the *participant* grants *Gameforge* the non-exclusive rights of usage to the *entry*, free of charge and without limitation of time and place. This includes the rights of exploitation and reproduction, as well as the right to make the *entry* publicly available and grant usage rights to third parties, in so far as this is necessary for its *usage*.
- (2) The *participant* agrees that the nickname detailed in the *entry* when used in the contexts of its *usage* is sufficient evidence of their authorship.

4. Data Privacy

Gameforge will retrieve, process and use the provided personal data of each *participant* (this includes the core data of the *account*, including but not exclusive to the associated nickname, the email address and the address) within the scope of the applicable legal data protection requirements and use them exclusively for the purposes stated in these terms and conditions (including the submission of the *address* to the *service provider*). Further information regarding *Gameforge's* handling of personal data can be found in the [privacy policy](#).

5. Disclaimer

Gameforge, its bodies, employees, and subcontractors are liable exclusively for wilful intent and gross negligence. For the violation of essential contractual obligations, *Gameforge* is also liable for gross negligence but this liability is limited to foreseeable damages, as far as not precluded by other compulsory statutory provisions. These limitations in their entirety 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 with their *submission*.
- (2) In addition to these Terms and Conditions, the [General Terms & Conditions](#) also apply (together the '**rules**').
- (3) Should a *participant* infringe upon the *rules* during the implementation and execution of the *contest*, or such an infringement be proven thereafter, their eligibility may be revoked.
- (4) *Gameforge* reserves the right to end the *contest* before the end of the *participation period*, if for technical or legal reasons its proper execution cannot be guaranteed.
- (5) In the event that any individual provisions of these Terms and Conditions become ineffective, the remaining provisions shall remain effective and binding. The unenforceable provision shall be substituted for the relevant statutory provision.