

TERMS AND CONDITIONS

The following conditions govern the course of the Cherry Blossom Contest (hereafter '**contest**') as organised by Gameforge 4D GmbH, Albert-Nestler-Strasse 8, 76131 Karlsruhe, Germany (hereafter '**Gameforge**').

1. Eligibility, Participants and Participation

- (1) Participation in the *contest* is free. All users who are of age and are resident within the European Economic Area, who comply with the requirements of the General Terms and Conditions, and who have an active personal account (hereafter '**account**') for aion.gameforge.com are eligible to enter. Employees of *Gameforge*, of *Gameforge* associated companies and any associates thereof are allowed to participate, but are excluded from receipt of any prizes.
- (2) A '**participant**' is anyone entitled to participate as per para 1, who adheres to the participation requirements as per para 3 between 13/3/2019 and 27/3/2019, 11:59 PM CET (hereafter the '**participation period**').
- (3) The object of participation is the independent creation of a screenshot of one of the user's characters posing with or in front of a decoration from the 'Cherry Blossom Festival' in one of the capital cities (hereafter '**work**') and the submission thereof within the *participation period* in accordance with the following requirements (hereafter '**entry**'):
 - a) The *work* is submitted in .jpg or .png format with a maximum file size of five MB and is not covered by the rights of third parties.
 - b) The *entry* is submitted via the email address belonging to the *account*, along with the subject 'Cherry Blossom Contest' to contest@aionfreetoplay.com.
 - c) Further, the email should also contain the game server and the character name belonging to the *account* of the *participant*, and information should be provided concerning by which copyright identifier the *participant* should be named if they win, as in the content of the *presentation* as the creator of the *work*. If the *participant* does not provide any indication of preference, they provide their general agreement that the provision of the character name and server being played on is sufficient as copyright identification. Should the *participant* prefer to eschew any form of copyright identification, they may indicate as such in their *entry*.
- (4) Each *participant* is permitted only one *entry*. *Entries* submitted outside of the *participation period* as well as multiple *entries*, including *entries* linked to different *accounts* will not be considered.

2. Winners and Prizes

- (1) *Gameforge* will select a total of 5 *works* from amongst all eligible *entries* based on their respective creativity. The '**winners**' are those *participants* who made these selected *creations*.
- (2) *Gameforge* will announce the *winners* by 5th April 2019 on the internet sites (including the AION Steam page) and on the social networks maintained by *Gameforge* (together the '**Gameforge sites**') using their character names and game servers, 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 as part of the contest announcement. Each prize will be dispatched from 8/4/2019 by a delivery service provider (hereafter '**service provider**') commissioned by *Gameforge*, and requires the provision of a valid postal address (hereafter '**address**') within the European Economic Area and if necessary the provision of the desired T-shirt size. *Gameforge* will therefore ask the *winners* in the *announcement* to send in their *addresses* in response to the respective *announcement* up to the 19/4/2019 11:59 PM CEST, at the latest ('**response**'). *Responses* that *Gameforge* receives late or does not receive at all will lead to loss of entitlement to the respective prize. 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 receipt of the *response*.

- (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 erroneous *address* supplied by the *winner*, this will be at the expense of the affected *winner*.
- (5) Lastly, in recognition of the creative efforts of the *winners*, *Gameforge* will present the *works* they have submitted on the *Gameforge sites* and label them as per no. 1 para. 3(c)) (hereafter the '**presentation**').
- (6) 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 and Indemnity

- (1) For the purpose of participation in the *contest*, *Gameforge* grants the *participant* the free-of-charge, non-exclusive right to use the required elements of the online game AION to the necessary extent.
- (2) By submitting their *entry*, the *participant* provides assurance that they produced the *creation* 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 *creation*.

4. Data Privacy

- (1) *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 character name, the email address, the *address* and if necessary the t-shirt size as well as the chosen copyright identifier provided by the *winners* plus as per No.1 para. 3(c)) within the scope of the applicable legal data protection requirements and exclusively for the purposes of holding the *contest* (this includes the review of the right to participate and compliance with the participation conditions, as well as potentially for the delivery of prizes and the associated transmission of the *address* to the *service provider*, the delivery of the *announcement* as well as the associated announcement, as per No. 1 para.3(c), of the chosen copyright identifier of the *winners* on the *Gameforge sites*).
- (2) The personal data collected will initially be stored for the duration of the *contest* and then subsequently deleted. This excludes the as per No. 1 para. 3(c) chosen copyright identifiers publicised as part of the *presentation* on the *Gameforge sites* that are stored permanently primarily 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.
- (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).

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 [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 is 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. Statutory rules shall take the place of the ineffective provision.