TERMS AND CONDITIONS

The following conditions govern the course of the "AION Paysafecard Contest" ("contest") as organized by Gameforge 4D GmbH, Albert-Nestler-Strasse 8, 76131 Karlsruhe, Germany ("Gameforge").

1. Eligibility, Participants and Participation

- (1) Participation in the *contest* is free. All users of age resident within the European Economic Area who comply with the requirements of the <u>General Terms and Conditions</u> and who have an active personal account (hereafter 'account') for aion.gameforge.com are eligible to enter. Employees of *Gameforge* and companies associated with *Gameforge*, as well as relatives 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 30/7/2019 and 6/8/2019, 11:59 PM CEST (hereafter the 'participation period').
- (3) The object of participation is the correct answer to a quiz question on an <u>Internet page</u> created for this purpose by *Gameforge*, where the *participant* is to prove their eligibility for participation by submitting the email address associated with the *account* (hereafter: 'entry').
- (4) The object of participation is the correct answer to a quiz question created for this purpose by *Gameforge*, where the *participant* is to submit their response within the *participation period* to contest@aionfreetoplay.com stating the subject 'AION Paysafecard Contest' using the email address associated with the *account* (hereafter: 'entry').
- (5) 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 40 entries at random from amongst all eligible entries. The "winners" are those participants who created these entries.
- (2) Gameforge will announce the winners by 21st August 2019 via email, sent to the email address used for their entry ("notification").
- (3) In addition, *Gameforge* will announce ("announcement") the *winners* from 14/8/2019 on their internet pages (including the AION Steam page) as well as the presences maintained by *Gameforge* on the social networks Facebook and Twitter.
- (4) The *winners* will receive prizes in the form of Paysafecard coupons in accordance with the <u>contest announcement</u>, which will be distributed as part of the *notification*.
- (5) A cash payment and/or payment of the prize in physical goods as well as an exchange and/or transfer of the prizes to third parties are all excluded.

3. Privacy

- (1) Gameforge will retrieve, process and use the provided personal data of each participant (this includes the core data of the account, comprising the associated character name and the email address) 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 *rules* as well as for the delivery of the *notification* and the *announcement*).
- (2) The personal data collected will be stored for the duration of the *contest* and then subsequently deleted. The *announcement* which, for reasons of transparency is principally always kept permanently available for retrieval, will not be deleted. 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 <u>Privacy Policy</u> (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).

4. Liability

Regardless of legal grounds, *Gameforge*, its committees, employees and agents are liable exclusively for wilful intent and gross negligence. However, with slight negligence they are only liable in cases where contractual obligations are infringed upon and are limited to foreseeable damages, provided this is not contrary to the requirements of any applicable law. The previously stated limitations do not apply for the loss of life, personal injury or damage to health.

5. Final Clauses

- (1) The *participant* agrees to these Terms and Conditions with their *entry*.
- (2) In addition to these Terms and Conditions, the <u>General Terms & Conditions</u> also apply (together the '**rules**').
- (3) Should a *participant* infringe upon the *rules* during the execution of the contest, or such an infringement be proven thereafter, *Gameforge* may revoke their eligibility to participate.
- (4) 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 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 *contest*, 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.