

TERMS AND CONDITIONS

The following conditions govern the course of the Pirate Photoshoot 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 of age 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.
- (2) A '**participant**' is anyone entitled to participate as per para 1, who adheres to the participation requirements as per para 3 between 29/5/2019 and 12/6/2019, 11:59 PM CEST (hereafter the '**participation period**').
- (3) The subject of the contest is the independent creation of a screenshot depicting the player's own character posed dressed as a pirate in the 'Steel Rake Fortress' instance (hereafter '**screenshot**') as well as the submission of the *screenshot* within the *participation period* as per the following guidelines (hereafter '**entry**'):
 - a) The *screenshot* 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 'Pirate Photoshoot Contest' to contest@aionfreetoplay.com.
 - c) Additionally, this email should state the game server associated with the *account* and the name of the character depicted.
- (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 five *screenshots* from all valid *entries*. The "**winners**" are those *participants* who created these selected *screenshots*.
- (2) *Gameforge* will inform the *winners* by 14/6/2019 of their win by email to the email address used for the *entry* (hereafter '**notification**') and then present (hereafter '**presentation**') the *winners' screenshots* on its own 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.
- (3) The *winners* will receive prizes as part of the contest announcement. The prizes will be dispatched by a delivery service provider ('**service provider**') commissioned by *Gameforge* from 18/6/2019 and requires a valid postal address ('**address**') within the European Economic Area and the specification of the preferred t-shirt size. *Gameforge* will therefore ask the *winners* in the *announcement* to send in their *addresses* in response to the *announcement* up to the 17/6/2019, 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*. *Gameforge* will not be liable for any further attempt to deliver.
- (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. 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. This includes the right to edit the *screenshot* digitally.
- (2) By submitting their *entry*, the *participant* provides assurance that they produced or edited the *screenshot* themselves, guarantees that the *entry* does not infringe on the rights of third parties or is otherwise unlawful 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 retrieve, process and use the provided personal data of each *participant* (this includes the core data of the *account*, such as the associated character name, the email address and the *address* and t-shirt size provided by the *winners*) 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 potentially for the delivery of prizes and the associated transmission of the *address* to the *service provider* as well as the delivery of the *announcement* and the *presentation*).
- (2) The personal data collected will be stored for the duration of the *contest* and then subsequently deleted once it ends. The *presentation* which, for reasons of transparency, is principally always kept permanently available for retrieval, will not be deleted within this period 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 with these retention requirements.
- (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 with 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 execution of the *contest*, or such an infringement be proven thereafter, their eligibility to participate 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.