

TERMS AND CONDITIONS

The following conditions govern the course of the 'AION Solorius 2019 Contest' ('**contest**') as organised 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 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 (3) between 13th December 2019 and 3rd January 2020, 11:59 PM CET ('**participation period**').
- (3) The subject of the *contest* is the preparation of a video which portrays the *participant's* character and captures the special atmosphere of the Solorius Festival in Atreia ('**video**') which is submitted within the *participation period* in accordance with the following requirements ('**entry**'):
 - a) The user interface should be hidden while recording the *video*. In particular, no character names or chat messages should be visible in the *video*. Furthermore, the *video* should not include any elements which are not part of the game, such as voice recordings, text or music.
 - b) The *entry* must be sent to contest@aionfreetoplay.com from the email address associated with the *account* using the subject line 'AION Solorius 2019'.
 - c) The *video* must have a maximum duration of 30 seconds and be submitted in .mp4 format with a maximum file size of 200 MB.
 - d) Alternatively, the *entry* can include a link to a *video* saved online, in which case there are no requirements regarding file format and size. It is the *participant's* responsibility to conform to the Terms and Conditions of the online platform used to save the *video*.
 - e) The *entry* should include the nickname belonging to the *account*, and the associated game server.
- (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 10 *entries* from amongst all eligible *entries* based on their creativity and originality. The '**winners**' are those *participants* who created these *entries*.
- (2) *Gameforge* will announce the *winners* by 10th January 2020 via email, sent to the email address used for their *entry* ('**notification**').
- (3) In recognition of their efforts, *Gameforge* may present the *winner's videos* ('**presentation**') 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 and the game server.
- (4) The *winners* will receive prizes as stated in the contest announcement. These prizes will be dispatched by a delivery service provider ('**service provider**') commissioned by *Gameforge* from 13th January 2020 and requires a valid postal address within the European Economic Area ('**address**'). *Gameforge* will ask the *winners* to reply to the notification with their addresses by 12th January 2020, 11:59 PM CET at the latest ('**response**').
- (5) *Responses* that *Gameforge* receives late or does not receive at all will lead to loss of entitlement to the prize.
- (6) 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 delivery attempt. There is no entitlement to prizes being dispatched to a country outside the European Economic Area. 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 while playing AION to the extent required for creating the *video* and making their *entry*. *Gameforge* reserves all rights in as far as not expressly granted as usage rights by these Terms and Conditions.
- (2) By submitting their *entry*, the *participant* provides assurance that they created the *video* 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, and the *address* as provided by *winners*) in accordance with data protection requirements and process this exclusively for the purposes of running the *contest*. This includes checking eligibility for participation and adherence to the *rules* (as per 6(2)), as well as, where applicable, the delivery of the *prizes* and provision of the *address* to the *service 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 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 *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.