

TERMS AND CONDITIONS

The following conditions govern the execution of the 'Contest - Laby Explores the World' (hereafter the "**contest**"), hosted 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, who comply with the requirements of the [General Terms and Conditions](#), and who have a personal, active account (hereafter '**account**') for [elsword.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 3/7/2019 and 24/7/2019, 11:59 PM CEST (hereafter the '**participation period**').
- (3) The subject of the contest is the independent creation of a photograph depicting the character Laby in a real-world setting (hereafter '**photo**') as well as the submission of the photo within the participation period as per the following guidelines (hereafter '**entry**'):
 - a) To enable the representation of the character Laby, only a printed copy of the [downloadable design](#) by Gameforge may be used.
 - b) The photo is to be submitted in .jpg or .png format with a maximum image size of 1920x1080px, a minimum however of 1080x1080px, and is not covered by the rights of third parties. The photograph must also not include the image of any person or other motive that has been granted some degree of legal protection.
 - c) The entry must be sent to contest@elsword.de from the email address associated with the account with the subject line "Contest - Laby Explores the World".
 - d) Further, the email should also detail the nickname of the associated game account as well as the language version used. It should also state the means, beyond said nickname or as an alternative, by which the participant wishes to be identified as creator of the photo in the presentation, should they win. If no provision is made for this, the participant hereby consents that the nickname they provided is sufficient and permissible as an identifier. Should the participant prefer to eschew any form of 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 10 photos 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 29/7/2019 via email, sent to the email address used for their entry (hereafter '**notification**').
- (3) As recognition of their effort, Gameforge will present (hereafter: the '**presentation**') the winner's photos, stating the associated nicknames and the language version, or rather, the chosen identifier as per point 1. section 3 part d) of these terms, on their own internet pages (including the Elsword Steam page) as well as the presences administered by Gameforge on social networks Facebook and Instagram (hereafter together the '**Gameforge pages**').
- (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 5/8/2019 and requires a valid postal address ('**address**'). Gameforge will therefore ask the winners in the announcement to send in their addresses in response up to the 31/10/2019, 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 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.

- (5) 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.
- (6) 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 and revocable right to use the provided design for the capture of the photo and the entry to the necessary extent.
- (2) For the purposes of the presentation, the participant grants Gameforge the free-of-charge, non-exclusive and revocable right to use the photo where required without limitation of time and place. This includes the right to reproduce, edit (format and image size adjustment), to make it accessible on Gameforge Internet pages and to provide the necessary rights to the affected platform providers.
- (3) 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 nickname, the email address, the address provided by the winner as well as the chosen name designation as per point 1. section 3 part d) of these terms) 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 afterwards. 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 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

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. These limitations do not apply for the loss of life, personal injury or damage to health.

6. Final Provisions

- (1) By making the submission, the participant agrees to the entry conditions.

- (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, 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 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 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.