

TERMS AND CONDITIONS

The following conditions govern the course of the “Summer Competition: Master the Extreme Dungeon!” (“**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 full age, who comply with the requirements of the [Standard Terms and Conditions of Use](#), and who have a personal, active account (“**account**”) for [tera.gameforge.com](#) are eligible to enter. However, persons resident in Italy and Poland are not eligible to participate. 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 any person entitled to participate as per (1) who participates as described in (3) between 26/06/2019 and 09/07/2019, 11:59 PM CEST (“**participation period**”).
- (3) The object of the contest is the rated completion of the nightmare dungeon “Bathysmal Rise” on the difficulty rating “hard” (“**event dungeon**”) in accordance with the following provisions:
 - a) For a completion to be rated, the boss “Fulminar” must be defeated.
 - b) Each rated completion grants the *participant* one chance to be drawn as a *winner* (as per 2(1)) (“**chance of winning**”). If the *event dungeon* is completed by a party of multiple *participants*, each participant earns a *chance of winning*.
 - c) By completing the *event dungeon* multiple times during the *event period*, a *participant* can earn multiple *chances of winning*. Earn *chance of winning* increases the probability to be drawn as a *winner*, however this does not preclude a *participant* being drawn as a *winner* after just one rated completion of the *event dungeon*, i.e. with only one *chance of winning*.
 - d) It is permissible to participate in the contest by using multiple *accounts*, which increases the *chances of winning* accordingly but does not offer entitlement to multiple prizes. If a *participant* is chosen as a *winner* more than once by the random generator (including all of a *participants’ accounts*), a new *winner* will be determined for each superfluous draw.

2. Winners and Prizes

- (1) *Gameforge* will use a random generator to draw three different *participants* from all *participants* who have earned at least one *chance of winning*, making them the “**winners**”.
- (2) *Gameforge* will announce the *winners* by 12/07/2019 via email, sent to the email address associated with the *account* (“**notification**”).
- (3) *Gameforge* will also announce (“**announcement**”) the *winners* from 12/07/2019, stating the associated character names, game servers and language versions on their internet pages (including the TERA Steam page) as well as the presences maintained by *Gameforge* on the social networks Facebook, Instagram and Twitter (together the “**Gameforge sites**”), unless the *winner* objects to this (as per 2(5)).
- (4) The *winners* will receive prizes as part of the [contest announcement](#) (“**main prizes**”). The *main prizes* will be dispatched by a delivery service provider (“**service provider**”) commissioned by *Gameforge* from 23/07/2019 and requires a valid postal address (“**address**”) within the European Economic Area and optionally an indication of the preferred T-shirt size. *Gameforge* will ask the *winners* to reply to the *notification* with their *addresses* by 23/10/2019, 11:59 PM CEST at the latest (“**response**”).
- (5) Should the *winner* prefer to not to be named in the *announcement*, they may indicate this to *Gameforge* in their *response*.
- (6) *Responses* that *Gameforge* receives late or does not receive at all will lead to loss of entitlement to the prize.

- (7) There is no entitlement to *main prizes* being dispatched to a country outside the European Economic Area. Similarly there is no entitlement to receipt of a T-shirt in the preferred indicated size.
- (8) The *main prizes* are deemed to have been awarded to the *winners* by *Gameforge* with the handover of the prizes to the *service provider*. If a *main prize* cannot be delivered as the result of an erroneous *address* supplied by the *winner*, or because the delivery was refused (including failed delivery attempts as a result of the *winner's* absence), this will be at the expense of the affected *winner*. *Gameforge* will not be liable for any further delivery attempt.
- (9) Each *participant* who has earned at least one *chance of winning* will receive virtual items as part the [contest announcement](#) ("**in-game prizes**"), dispatched to the participating account via in-game message by 23/07/2019.
- (10) A cash payment and/or payment of the *main prizes* or *in-game prizes* in tangible assets as well as an exchange and/or transfer of the prizes to third parties are all excluded.

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, character and account ID, email address, the *address* and optional T-shirt size as provided by *winners*) and data required for running the *contest* (being information regarding when and with which *account* the *event dungeon* is successfully completed). This data will be collected in accordance with data protection requirements and processed exclusively for the purposes of running the *contest*. This includes checking eligibility for participation and adherence to the participation requirements (as per 6(2)), as well as, where applicable, the delivery of the *main prizes* and provision of the *address* to the *server provider*, 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 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) In addition to these Terms and Conditions, the [Standard Terms and Conditions of Use](#) and the special game rules also apply (together the "**rules**").
- (2) 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.
- (3) *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.
- (4) 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.

- (5) 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.