

## TERMS AND CONDITIONS

The following conditions govern the course of the “Summer Competition: The Great Selfie 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 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. 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 26th June 2019 and 9th July 2019, 11:59 PM CEST (“**participation period**”).
- (3) The subject of the contest is the creation of a screenshot in the form of a selfie depicting a character belonging to the *account* in one of the dungeons “Forsaken Island” or “Bathysmal Rise”, either in normal or hard mode (“**event dungeons**”), featuring the respective dungeon boss in the background (“**screenshot**”). The screenshot may be edited by the *participant* (“**edited screenshot**”), and the *screenshot* or *edited screenshot* should be submitted within the *participation period* as per the following guidelines (“**entry**”):
  - a) The user interface should be hidden while taking the *screenshot*. In particular, no character names or chat messages should be visible.
  - b) The *screenshot* or *edited screenshot* should be submitted in .jpg or .png format with a resolution of at least 1920x1080 pixels.
  - c) For the purposes of preparing the *edited screenshot*, the original *screenshot* may be modified using editing software, for example to add a filter or embellishment such as a sticker. If the *participant* chooses to send an *edited screenshot*, the original *screenshot* should also be submitted in their *entry*.
  - d) The *entry* must be sent to [contest@tera-europe.com](mailto:contest@tera-europe.com) from the email address associated with the *account* with the subject line “Time for a Selfie – with Event Dungeons Bosses”.
  - e) Further, the email should also detail the nickname and game server associated with the *account*. It should also indicate whether and by which additional or alternative identification the *participant* wishes to be identified as the creator of the *edited screenshot* as part of the *presentation* (as per 2(3)), should they win. If no provision is made for this, the *participant* 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 15 *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 15th July 2019 via email, sent to the email address used for their *entry* (“**notification**”).
- (3) As recognition of their effort, *Gameforge* will present the *winner’s screenshots* or *edited screenshots* (“**presentation**”), stating the associated nicknames or the chosen identifier as per 1(3)(e), and the game server, on their own 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**”).

- (4) The *winners* will receive prizes as stated in the [contest announcement](#). The prizes will be dispatched by a delivery service provider (“**service provider**”) commissioned by *Gameforge* from 23rd July 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 15th October 2019, 11:59 PM CEST 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) 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 *notification*.
- (7) When prizes constitute physical goods (“**material prizes**”), there is no entitlement to these being dispatched to a country outside the European Economic Area. There is similarly no entitlement to receipt of a T-shirt in the preferred indicated size.
- (8) The *material prizes* are deemed to have been awarded to the *winners* by *Gameforge* with the handover of the prizes to the *service provider*. If a *material 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.
- (9) A cash payment and/or payment of the prize or *material prizes* in tangible assets 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 TERA to create *screenshots* within the *event dungeons*, and to edit these to the extent required for making their *entry*. All rights to the *screenshots* remain otherwise with *Gameforge*.
- (2) For the purposes of the *presentation*, the *participant* grants *Gameforge* the free-of-charge, non-exclusive and revocable right, without limitation of time and place, to use the *edited screenshot* as required. This includes the right to reproduce and edit (format and image size) the *edited screenshot*, to make it publicly accessible on the *Gameforge sites* and to provide the necessary rights to the respective platform providers.
- (3) By submitting their *entry*, the *participant* provides assurance that they produced the *screenshot* or *edited screenshot* 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, the *address* and T-shirt size as provided by *winners*, and the form of identification chosen per 1(3)(e)) 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 participation requirements (as per 6(2)), as well as, where applicable, the delivery of the *material prizes* and provision of the *address* to the *server provider*, the *notification* and the *presentation*.
- (2) The personal data collected will be stored for the duration of the *contest* 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 with their *entry*.
- (2) In addition to these Terms and Conditions, the [Standard Terms and Conditions of Use](#) and the special game rules 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 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.