

## **Contest Terms and Conditions**

### **Game Forum**

#### **Art. 1 Contest organizer**

The organizer of the Contest is exclusively InnoGames GmbH ("InnoGames"), Friesenstraße 13, 20097 Hamburg, Germany, register court: Amtsgericht Hamburg, register number: HRB 108973.

#### **Art. 2 Eligibility to participate**

1. Eligibility to take part in the Contest is reserved exclusively to individuals (excluding residents of the province of Quebec in Canada, Cuba, Iran, Syria, North Korea, Brazil, Italy, Myanmar (formerly Burma) and Sudan and any other jurisdiction where the Contest would be prohibited by any applicable law), who have an existing Internet connection and who – depending on the requirements of the Contest – perform an action that can be interpreted as a declaration of intent to participate in the Contest and that is meeting the set out requirements for participation within the Participation period, as described in Art 2 (5) ("Participant").
2. Minors under the age of 18 years are excluded from participation. No prize will be awarded to minors under 18 years of age. At InnoGames' request, the participant shall be required to provide evidence of the participant's age.
3. Employees of InnoGames, its affiliates, agents, contractors, free of charge supporters and their immediate family members, as well as employees of cooperation partners who are or have been involved with designing or implementing the Contest are excluded from participating in the Contest.
4. It is only possible to take part online if not otherwise clearly stated. Taking part by telephone (landline, cellphone, text message) or through email or mail is not possible. The extent of the costs incurred for the use of the Internet depends upon the participant's contract with their internet service provider. InnoGames has no control over this. Otherwise, participation is free of charge and independent of any purchase of goods or making use of paid services if not otherwise clearly stated.
5. An individual will automatically be participant of the Contest if the aforementioned conditions of participation are fulfilled, and the individual performs an action that can – by InnoGames' agents, depending on the requirements of the Contest – be interpreted as a declaration of intent to participate in the Contest. The participation must especially occur during the participation period which is stated in the Contest's announcement post.
6. Multiple uploads by the same individual are allowed however each participant wins only one prize unless otherwise stated.
7. To participate in the Contest, it is imperative for all personal details to be true. Failing this, the person concerned may be excluded from participation in accordance with Art. 7. The participant shall be responsible for the accuracy of the participant's information, in particular but not conclusively the participant's player name ("nickname") and age.
8. Individuals who tried to participate after the participation period has expired will not be considered.

#### **Art. 3 Prizes and procedure**

1. The prizes are non-cash prizes unless otherwise stated. Each participant wins only one prize unless otherwise stated.
2. The winner can only receive the prize on the master account with an equal name to the account name with which he or she participated in the Contest if not otherwise stated. If the Contest is limited to a specific game world or specific game worlds, then the prize can only be received on the respective world or worlds if not otherwise stated. In cases where participants are clearly asked to provide a specific game world where to receive the prize and where they fail to provide such information, InnoGames is entitled to award the prize on one of the game worlds of the winner at their discretion.
3. Should the prize as mentioned above no longer be available (for example - but not limited to - in case of delivery difficulties, change of model, seasonal goods, etc.), the winner will receive a replacement prize of approximately equal value.

4. A material prize will be shipped by InnoGames or a third party instructed by InnoGames, using a forwarding agent, parcel service or the mail, to the postal address to be specified by the winner after the notification of the win has been published. The postal address and if necessary, the phone number will be requested within the scope of delivering the prize. Delivery will be made free of charge within the Federal Republic of Germany to the postal address to be specified by the winner. Any transport costs, taxes and customs duties going beyond that are to be borne by the respective winner. The delivery will usually be made from Monday to Friday between 8 a.m. and 6 p.m. The respective winner will be required to bear the costs of any re-delivery.
5. Prizes are neither transferable nor exchangeable unless otherwise stated. It is not possible to pay out the value of the prize in cash.
6. The winner will be ascertained and notified, and the prize will be awarded within one month after the participation period ends unless the process is delayed due to reasons mentioned in Art. 5, Art. 7 and Art. 8 or unless stated otherwise.

#### **Art. 4 Lapse of the prize**

1. If it is not possible to award a prize to a winner ascertained because a prize notification and/or the delivery of the prize fail for reasons that are the winner's fault, and it can also not be awarded retrospectively within one month of the end of the deadline to award the prize, the claim to the prize shall lapse.
2. The claim to the prize shall lapse if acceptance of the prize is refused. The same shall apply if reason for excluding the respective winner (for example in accordance with Art. 7) exist. Following the expiry of the period mentioned in Art. 5.1, a substitute winner will be determined in accordance with the same procedure.

#### **Art. 5 Rights of use, release, and responsibility**

1. If creative contributions are submitted as part of the contest (for example photos, videos, or stories), the following applies:
  - 1.1. InnoGames is not obliged to check the content provided by the participant (for example images) for potential infringements of the rights of third parties. However, InnoGames is entitled to reject content if it is illegal or contrary to public decency according to its proper assessment.

By uploading content, in particular images, the participant declares that the content is free of third-party rights, i.e. that the content either originates from them or that they have obtained the consent of the authors as well as the persons depicted in images and videos and that they are at least 18 years old. The participant indemnifies InnoGames from all claims of third parties that have arisen due to the content provided. They agree to support InnoGames in every reasonable way in defending these claims.
  - 1.2. The participant agrees that their entries may be used, disseminated, and otherwise made publicly available to third parties by InnoGames in online and offline media (for example in print and/or social media) and by all other known means of use in connection with the game Tribal Wars, the contest and the drawing, processing and presentation of the participant's entries. For these purposes, InnoGames is also permitted to edit the entries and - if necessary - to grant third parties rights of use to them. The granting of rights of use includes the possibility of making the photographic and/or video material available for retrieval by third parties in the online area and of archiving the images as well as creating composite videos of the photographic and/or video material, such as editing videos together to create a longer video. The rights shall be granted free of charge and without any restrictions in terms of territory, content, or time. InnoGames is not obligated to use any of the entries for any purpose, and any decision to use or not use the entries for the purposes mentioned above will be at InnoGames' sole discretion. InnoGames has no obligation to notify the Participant in case of use of the entries in any manner pursuant to the license granted to InnoGames herein.

- 1.3. The participant waives their right to be named as the author under Section 13 of the German Copyright Act (UrhG), if applicable, and to have their name mentioned in full in connection with their entries.

#### **Art. 6 Exclusion from participation in the Contest**

1. InnoGames reserves the right to exclude individuals from participating in the Contest for good cause in the following cases:
  - 1.1. Minimum age is not reached, or not proven upon InnoGame's request.
  - 1.2. These conditions of participation are being infringed upon.
  - 1.3. The [General Terms and Conditions of InnoGames](#) accepted by the participant are being infringed upon.
  - 1.4. The Game Rules of the game in which the Contest occurs are being infringed upon.
  - 1.5. The Forum Rules of this language version of the game in which the Contest occurs are being infringed upon.
  - 1.6. False personal details are given.
  - 1.7. Multiple participations by the same individual are attempted.
  - 1.8. If an Individual prevents or obstructs the Contest from being executed in proper form, for example by interfering with the participation process, the game and/or the parties, and/or who attempts such and/or otherwise attempt to influence the Contest in an unfair manner, in particular by disturbing or threatening employees or agents of InnoGames or being a nuisance to them or interfering with software of InnoGames or with other participants.
2. To that extent, the right is reserved to apply further sanctions and take further steps (compensation for damage, criminal charges). If appropriate, a prize may be withdrawn retrospectively and demanded back in such cases.

#### **Art. 7 Premature termination of the Contest**

1. InnoGames reserves the right to modify, interrupt or terminate the Contest at any time, for technical reasons, without prior notice and without giving reasons. The latter shall in particular apply in cases where proper execution of the Contest cannot be guaranteed for technical reasons (for example viruses in the computer system, manipulation or faults in the hardware and/or the software) or legal reasons. It shall be incumbent upon InnoGames to decide alone whether the Contest can be continued in a modified form or whether it is necessary to interrupt it or end it prematurely.
2. Should a modification or termination be caused by the conduct of a participant, InnoGames reserves the right to require such an individual to compensate InnoGames for the damage incurred.

#### **Art. 8 Data privacy**

1. The participant expressly declares the participant's agreement to InnoGames saving, processing and using the data required for participation in the Contest (for example username and information given by the participant in the course of the Contest) and the data necessary for the purpose of awarding prizes (for example first name, last name, age, postal address, telephone number, email address) for the duration of the Contest and the time that it takes to distribute prizes. The data will essentially be handled with strict confidentiality, and not passed on to third parties unless it is necessary for implementing the Contest, for example for the prize to be delivered by a forwarding agent or parcel service or through the mail. The participant shall be at liberty, at any time, to revoke the participant's consent to participant's personal details being stored, by message to [cm\\_privacy@innogames.com](mailto:cm_privacy@innogames.com) and thus withdraw from participation in the Contest.

2. If creative contributions are submitted as part of the contest (for example photos, videos, or stories), the participant expressly declares and agrees that InnoGames uses the creative contributions which participant voluntarily submitted as for the contest purpose for an indefinite period of time. The participant agrees that the creative contributions mentioned above showing the participant may be placed on the Internet for the Purpose. Insofar as the creative contributions submitted by the participant contains references to including, but not limited to ethnic origin, religion or health (e.g. skin colour, headgear, glasses). Information on the Internet is accessible worldwide and can be found with search engines and linked to other information, which may be used to create personalized profiles about participant. Information placed on the Internet, including photos and videos can be copied and distributed without any problems. There are specialized archiving services whose goal is to permanently document the state of certain websites at certain dates. This can mean that information published on the Internet can still be found on the original site even after it has been deleted. The participant agrees that InnoGames may publish the creative contributions (for example photos, videos, or stories) voluntarily submitted by the participant on the InnoGames- website, Game Forum, social media, including but not limited to Facebook, Instagram, LinkedIn, Twitter, Xing, YouTube.

The participant acknowledges that giving consent to mentioned above is voluntary. The participant revoke this consent at any time in text form, by sending an e-mail to [cm\\_privacy@innogames.com](mailto:cm_privacy@innogames.com).

3. InnoGames undertakes to comply with the statutory data privacy regulations.
4. Further information can be viewed in InnoGames' Data Privacy Policy: <https://legal.innogames.com/portal/en/privacy>

## **Art. 9 Liability**

1. In principle, any liability of InnoGames is expressly excluded and only applies under the following conditions:
2. InnoGames shall be liable for claims for damages and replacement of futile expenses ("Claims for Damages") due to an infringement of contractual or non-contractual obligations only in cases
  - 2.1. of willful intent or gross negligence;
  - 2.2. of negligent or intentional harm to life, body, or health;
  - 2.3. of willful intent or intentional infringement of important contractual obligations; important contractual obligations are those which make it possible to execute this agreement in the first place, and adherence to which the participant may usually trust;
  - 2.4. where InnoGames assumed an express guarantee of condition and quality;
  - 2.5. based on mandatory liability pursuant to the Product Liability Act as well as in the scope of application of § 44a TKG (German Telecommunications Act); or
  - 2.6. based on other mandatory liability.
3. Claims for damages for the violation of important contractual obligations are limited to damage typical and foreseeable for contracts, unless there is willful intent or gross negligence, or a liability exists from culpable violation of life, body or health, or from the express guarantee of condition and quality, or from product liability.
4. The aforementioned liability limitations also apply to the personal liability of InnoGames' employees, shareholders, representatives, bodies and their members, community managers, moderators, supporters, and vicarious agents.
5. The above limitation of liability shall in particular apply to losses due to error, delays or interruptions in the transmission of data, etc., in the case of disruptions to technical equipment or the service, incorrect content, loss or deletion of data, and viruses.

## **Art. 10 Miscellaneous provisions**

1. Any recourse to courts of law is excluded.
2. If a dispute arises between the participant and InnoGames, please first contact InnoGames directly to seek a solution. All contests are organized by InnoGames and the participant agrees

that all disputes shall be governed by the laws of the Federal Republic of Germany, without regard to conflict of law provisions. If the participant has concluded the contract as a consumer, the mandatory consumer protection provisions, applicable in the participant's country of residence shall also apply, provided that they grant the participants more extensive protection.

3. Should any individual provisions be or become invalid, the validity of the remaining conditions of participation shall not be affected thereby.

#### **Art. 12 Contact**

If you have any questions about the Contest, feel free to contact the Community Management through the communication channels available to your game.

Status: June 1st 2023