



PRIVACY POLICY FOR MEMBERS OF THE PLAYER COUNCIL ("NDA")

InnoGames GmbH ("**InnoGames**") has established a player council ("**Player Council**") for its game Grepolis ("**Game**") which shall support InnoGames in improving the Games ("**Project**"). The Player Council shall collect ideas for the Game and exchange those with employees of InnoGames responsible for the development of the Game or other staff of InnoGames ("**Employees**"). Any action shall be taken in accordance with the code of conduct of the Player Council ("**Code of Conduct**"). The Player Council consist of three (3) different bodies, (i) the local council ("**Local Council**"), (ii) the inner council ("**Inner Council**") and (iii) the council advisory board ("**Council Advisory Board**").

During your membership in any body of the Player Council, you as a member of the Player Council might get access to confidential information of InnoGames and/or access to personal information and you agree to handle the information in accordance with the following:

1) Confidential Information of InnoGames

"**Confidential Information**" shall cover without limitation any kind of oral or written communication and information, as well as any communication and information provided in electronic or any other form, about InnoGames, the Game, the Employees, InnoGames' staff or InnoGames' players to the Player Council or a member thereof in connection with the Project; this comprises in particular, but not limited to, the project back log (list of tasks documented on JIRA), development plans, graphics, mockups, concepts, analysis, game data, road map(s) and other (personal) information.

Any Confidential Information must be kept in strict confidence and shall not be passed to any third party or made available to the public, unless expressly allowed by InnoGames.

If you are a member of the Council Advisory Board or the Inner Council (as the case may be) in accordance with the Code of Conduct of the Player Council, you will be made aware of which information may be shared with the Inner Council or the Local Council (as the case may be) and/or with the public in general (e.g. via forum, via a mailing lists, via meeting minutes etc.). Any official statements shall not be made without prior approval of InnoGames in text form.

In case of any doubt or question please contact (i) if you are a member of the Local Council, your representative in the Inner Council and (ii) if you are a member of the Inner Council, the representative in the Council Advisory Board and (iii) if you are a member of the Council Advisory Board, your contact Employee of InnoGames to clarify whether the information is of a confidential nature or not, or what you should do in the case in question.

The obligations to keep InnoGames' business secrets in confidence continues after the activity as a member of the Player Council.

2) Personal data

During your membership in the Player Council, you may get access to personal data of InnoGames' staff (e.g. of the Employees) and/or other members of the Player Council. Personal data is such data which identifies an individual or can be used to identify an individual (such as name, nickname, contact data etc.).

InnoGames takes the protection of privacy very seriously. As a participant of the Player Council you agree to keep any personal data you get access to as strictly confidential and not to disclose it to any third party or to collect, process, store or use it otherwise than necessary for the Project. Personal data shall in particular not be stored on private computers.

You agree not to use any personal data for any other reason than as communication data to exchanging ideas within The Player Council or (if applicable) with the Employees. However, as a member of the Council Advisory Board, you are not allowed to share any personal data with the members of the Inner Council or Local Council and as a member of the Inner Council you will not share personal data with the members of the Local Council except to the extent necessary.

Regarding to personal data and information, you have to follow the law, in particular, but not limited to, the German Tele Media Act (*Telemediengesetz, TMG*), the German Federal Data Protection Act (*Bundesdatenschutzgesetz, BDSG*) and the German Criminal Code (*Strafgesetzbuch, StGB*). As of 25 May 2018, you also have to comply with the General Data Protection Regulation of the EU (*Datenschutzgrundverordnung der EU*). Please also observe the law regarding the Secrecy of Telecommunications (*Fernmeldegeheimnis*). You shall not collect, process, store or use personal data without authorization. Violation of the rules of the German law could lead to a fine or even imprisonment.

If you are not sure whether any information must be regarded as personal data and/or if you are not sure what you are allowed to do with such data, please contact your respective contact (i.e. Local Council, Inner Council or Council Advisory Board representative or contact Employee at InnoGames).

The obligations to keep personal data in confidence continues after the activity as a member of the Player Council.

3) Use of your personal data

You acknowledge that InnoGames and the Employees collect, proceed, store and use your personal data in connection with the Project, in particular to share your personal data (such as your contact information) to the extent necessary for the Project with each other and with the other members of the Player Council.

Furthermore, you acknowledge that InnoGames will gather more personal data (e.g. your postal address) in case you are member of the Council Advisory Board, if necessary to provide all necessary means for taking part in special events.

InnoGames shall be allowed to store your personal data as long as necessary for the purpose of the Project and for documentation purposes.



4) Violation of this privacy policy

InnoGames may seek damage compensation in accordance with the law against any breach of your confidentiality duty.

In case of breach of the confidentiality obligations set forth herein, you agree to pay a penalty to InnoGames, the amount of which shall be determined by InnoGames in its reasonable discretion, contestable in front of a court if you appeal the penalty accordingly. You waive the defense that several infringements of the same kind are treated as one single infringement for the purpose of this clause (*Ausschluss der Einrede des Fortsetzungszusammenhangs*). Claims for damage compensation remain unaffected hereof; however, the penalty shall be credited against any damage claims.

Failure to comply this NDA will result in the immediate end of your membership in the Player Council and a potential exclusion from any other InnoGames' volunteer programs as well as Support services. Further legal action may be taken.

InnoGames GmbH, Friesenstraße 13, 20097 Hamburg, Germany

fax: +49 (0) 40 7889335 200

email: privacy@innogames.de

Imprint: <https://legal.innogames.com/portal/en/imprint>

Hamburg, June 2017

Extracts of applicable laws:

1. German Federal Data Protection Act:

Section 5 – Confidentiality: Persons handling personal data shall not collect, process or use personal data without authorization (confidentiality). Such persons, when employed by private bodies, shall be obligated when taking up their duties to maintain confidentiality. The obligation of confidentiality shall continue after their employment ends.

Section 43, subsection 2 - Administrative offences: ... (2) An administrative offence shall be deemed to have been committed by anyone who, whether intentionally or through negligence

- 1. collects or processes personal data which are not generally accessible without authorization,*
- 2. makes available personal data which are not generally accessible by means of automated retrieval without authorization,*
- 3. retrieves personal data which are not generally accessible without authorization, or obtains such data for themselves or others from automated processing operations or non-automated files without authorization,*
- 4. obtains transfer of personal data which are not generally accessible by providing false information,*
- 5. in violation of Section 16 (4) first sentence, Section 28 (5) first sentence, also in conjunction with Section 29 (4), Section 39 (1) first sentence or Section 40 (1), uses transferred data for other purposes,*
 - 5 a. in violation of Section 28 (3b) makes the conclusion of a contract dependent on the consent of the data subject,*
 - 5 b. in violation of Section 28 (4) first sentence processes or uses data for purposes of advertising or market or opinion research,*
- 6. in violation of Section 30 (1) second sentence, Section 30a (3) third sentence or Section 40 (2) third sentence combines a feature referred to there with specific information, or*
- 7. in violation of Section 42a first sentence, fails to notify or fails to do so correctly, completely or within the prescribed time limit.*

Section 44 - Criminal offences:

(1) Anyone who willfully commits an offence described in Section 43 (2) in exchange for payment or with the intention of enriching him-/herself or another person, or of harming another person shall be liable to imprisonment for up to two years or to a fine.

(2) Such offences shall be prosecuted only if a complaint is filed. Complaints may be filed by the data subject, the controller, the Federal Commissioner for Data Protection and Freedom of Information and the supervisory authority.