

KINGUIN MARKETING CAMPAIGNS

GENERAL TERMS & CONDITIONS

Version: 1.1 effective as of 6 September 2023

These Terms & Conditions govern your participation in marketing campaigns organized by Kinguin. **WHEN PARTICIPATING IN A CAMPAIGN YOU ARE BOUND BY THESE TERMS & CONDITIONS, SO PLEASE READ THEM CAREFULLY.**

Please note that generally we do have email addresses of Users participating in Campaigns (in particular Social Media Campaigns). IF YOU WISH TO OBTAIN THESE TERMS & CONDITIONS ON A DURABLE MEDIUM IN A PDF FILE, PLEASE CONTACT US DIRECTLY, E.G. VIA E-MAIL TO THE FOLLOWING ADDRESS: help@kinguin.net OR VIA IN-BUILT DIRECT MESSAGING FUNCTIONALITY OF A SOCIAL MEDIA WHERE A CAMPAIGN IS HELD.

Note that winning Rewards in Campaigns may trigger tax obligations, subject to the applicable tax regulations of your country of habitual residence, tax residency or other. It is your obligation to ensure compliance with legal obligations, which includes but is not limited to reporting and paying any taxes, duties, or other levies on the Rewards you receive - and we recommend you consult with a local tax specialist in this regard.

1. DEFINITIONS

- 1.1. **Activities** - activities to be taken by Users participating in a Campaign in order to win Rewards.
- 1.2. **Campaign** – a marketing campaign organized by Kinguin subject to these Terms & Conditions.
- 1.3. **Kinguin** – Kinguin Digital Limited, with its registered office in Hong Kong, at 8/F On Hing Building, 1 On Hing Terrace Central, Hong Kong.
- 1.4. **Platform** – Kinguin marketplace platform available at www.kinguin.net.
- 1.5. **Rewards** – prizes awarded to Users for successfully competing in a Campaign, based on each Campaign's winning criteria.
- 1.6. **Social Media** - social media platforms, enabling users to create and share content or to participate in social networking or communication, where Campaigns are held, such as Discord, Facebook, Instagram, TikTok, X (formerly: Twitter) etc.
- 1.7. **Users** – users participating in a Campaign, provided they meet requirements for participation of a Campaign.

2. GENERAL TERMS

- 2.1. These Terms & Conditions govern your participation in marketing Campaigns organized by Kinguin.
- 2.2. The main body of these Terms & Conditions lays out the framework conditions applicable to all Campaigns; specific conditions of each Campaign have been laid out in Appendix 1 (for Social Media Campaigns) or Appendix 2 (for marketing Campaigns other than related to Social Media, such as email Campaigns). In case of any

discrepancy between the main body of these Terms & Conditions and Appendices 1 or 2, the terms specified in the Appendices shall prevail.

- 2.3. Campaigns are dedicated to Users who are individual persons, participating in Campaigns for personal purposes, i.e. for private enjoyment and not related to their business, trade or profession.
- 2.4. To prevent conflict of interests and allow us to realize Campaigns' purposes, which is to generate engagement and build community around Kinguin's brand, no marketplace platforms, professional (meaning in particular registered or engaged in repetitive trading) merchants, vendors, wholesale traders, resellers, suppliers of digital products and product keys etc., as well as Kinguin's or its affiliated company's employees, B2B contractors, management board, shareholders are allowed to participate in Campaigns unless explicitly allowed so.
- 2.5. Campaigns are only available to Users who are 18 years old or the age of majority in the province, territory or country where a User has their habitual place of residence.
- 2.6. Campaigns will be announced in manner and form typical for a specific medium, e.g. by posts on Social Media in case of Social Media Campaigns or emails in case of email Campaigns. Announcements will include a link to these Terms & Conditions and specify prerequisites for participation, if any, as well as Activities, winning conditions and Rewards.
- 2.7. Some Campaigns will depend on specific and easily verifiable winning criteria and Activities, such as tagging a set number of friends in reply to Kinguin's post; others may require subjective assessment of Users' submission by a dedicated Kinguin Jury (e.g. screenshot of the most beautiful landscape in a game, video footage of the funniest bugs in a game). Kinguin Jury includes personnel from Kinguin's Social Media Team.
- 2.8. In relation to Campaigns, Kinguin processes only personal data required to perform Campaigns, including to verify participation of Users, verify winning criteria, assess Activities, transfer Rewards and handle complaints. Please see Kinguin's [Privacy Policy](#) for further information.

3. ACTIVITIES

- 3.1. Activities will test Users skills and knowledge and will not be dependent on chance, lotteries, draw bets etc. Activities may include, e.g. taking photos, creating memes, recording videos showing a particular game's footage, coming up with a marketing slogan, tagging friends in Social Media posts etc.
- 3.2. Activities may differ in each Campaign depending on the current marketing strategy of Kinguin, subject to announcement of each Campaign and as laid out in Appendices 1 & 2 to these Terms & Conditions.

4. REWARDS

- 4.1. Users will be granted Rewards for successfully completing Activities and reaching winning conditions of a Campaign.
- 4.2. Rewards may differ among Campaigns depending on the current marketing strategy of Kinguin, subject to announcements and as laid out in Appendices 1 & 2 to these Terms & Conditions.
- 4.3. When announcing Rewards, Kinguin will specify all the relevant details of a Reward, including redemption method, applicable platform where a Reward may be used, any restrictions of use etc. Additionally:
 - 4.3.1. Rewards cannot be exchanged, converted or traded for other products or items.
 - 4.3.2. Rewards cannot be redeemed for cash or any other form of payment (e.g. book, bank or electronic money).

- 4.3.3. If Rewards constitute discount codes or other codes to be used on the Platform (e.g. Kinguin Gift Card / Kinguin Voucher), such Rewards (codes, cards) cannot be combined with other discounts and promotions.
- 4.3.4. Rewards may constitute closed-loop gift cards, vouchers (e.g. Kinguin Gift Card, Kingin Voucher) etc., allowing Users to redeem them for a digital product chosen from a list of products available at the Platform and preselected by Kinguin. Such Rewards may either be based on a nominal value (allowing Users to spend such nominal value on products currently available on the Platform) or may indicate a specific product (allowing User to exchange the Reward for that specific digital product, e.g. a specific game).
- 4.4. Unless otherwise specified in a Campaign's announcement, Rewards will be delivered in the form of a unique code shared with winning Users via email or direct message in a Social Media; codes may be used at the Platform to claim Reward and redeem Reward for digital products - subject to the [terms and conditions of the Platform](#). Rewards will be delivered within 14 days from announcing Campaign's results.
- 4.5. In exceptional circumstances, where due to reasons beyond Kinguin's control Rewards are not available, Kinguin will offer to Users substitute Rewards of at least the same market value.

5. DURATION OF THE CAMPAIGN, TERMINATION & CLOSING OF ACCOUNTS

- 5.1. Each Campaign will last for a time period specified in its announcement.
- 5.2. Kinguin may prolong or renew Campaigns subject to announcement, provided however that it will not delay collection of Rewards to winning Users who participated based on the initial announcement (e.g. Kinguin may renew a Campaign for a new time period, but this will not delay announcement of results or delivery of Rewards based on the initial announcement).
- 5.3. Participation in Campaigns is always voluntary and is not required to use and enjoy the Platform. Users have the right to withdraw from participating in a Campaign at any time. To do so, please contact Kinguin as per Clause 8.1.
- 5.4. In exceptional circumstances, Kinguin may prematurely terminate the Campaign, upon notification to participating Users and subject to separate announcement, due to unforeseen important reasons, such as: (i) if and to the extent that such termination is required under applicable laws or Social Media's terms of service governing a Campaign, Platform or Kinguin's activities to ensure legal compliance (in particular in case of change to Social Media's terms of service or applicable laws), (ii) due to technical issues affecting security of User's system, personal data etc.

6. LICENSE

- 6.1. Some Campaigns may require Users to share with Kinguin copyrightable works as part of Activities (e.g. User-created memes, screenshots). All such content should be original and not infringe on the rights of third parties, including intellectual property rights, copyrights, personal rights. Unauthorized use of copyrighted works, even if modified or incorporated into a new piece of work, is prohibited.
- 6.2. Users shall retain ownership to content they submit in the course of Campaign, however by participating in a Campaign and sharing such content with Kinguin, Users grant Kinguin a worldwide, non-exclusive, royalty-free, non-revocable license to use, copy, reproduce, process, adapt, modify, repost, display and distribute such content:
 - 6.2.1. **in case of Social Media Campaigns** - in the same Social Media that a Campaign is held (e.g. *if a User participates in Kinguin's Instagram Campaign, Kinguin may repost such content through Kinguin's Instagram profile*). Content

will be visible to public / third parties subject to each Social Media's visibility settings (some Social Media make content available only to logged-in users, while some make the content available to public), however please consider that Kinguin always intends to operate fully public / open profiles to the broadest extent possible in the given Social Media;

6.2.2. in case of Campaigns other than Social Media - in all of Kinguin's Social Media (current and future) and on www.kinguin.net, unless Campaign's announcement specifies otherwise.

6.3. For avoidance of doubt, license is made with no compensation to Users and as part of User's participation in a Campaign. In particular Kinguin will not be liable for payment of royalty fees, license fees, remuneration of any kind, profit sharing etc.

6.4. The purpose of Campaigns requiring Users to submit creative works is to generate engagement and build community around Kinguin's brand; Users have a chance to win Rewards in exchange for submission of such works. Therefore, Users agree not to revoke, withdraw or challenge validity of license or take any actions which could restrict or prevent Kinguin from using Users' content as per this Chapter 6. If following such actions by a User Kinguin is prevented from using User's content shared in participation in the Campaign, Kinguin may disqualify a User from the Campaign, prohibit User from participating in future Campaigns and revoke Reward(s) claimed in the Campaign affected by such actions - upon notification to a User subject to Clause 10.4 below.

7. LIABILITY

7.1. Without prejudice to consumers' statutory rights that cannot be contractually modified, Kinguin makes no warranty or representation of any kind, either expressed or implied, as to the nature, quality or suitability of a Campaign, Activities and Rewards.

7.2. Without prejudice to consumers' statutory rights that cannot be contractually modified, Kinguin shall not be liable for damages resulting from circumstances for which Kinguin is not liable under applicable law, including:

7.2.1. The fault of third parties or due to an involuntary interruption in the availability of the systems, including unavailability of Social Media, email etc.,

7.2.2. Losses incurred through the use of fraudulently acquired payment data, private keys, passwords or other contractual data (e.g. "phishing" of credit card data, identity theft, etc.),

7.2.3. Third parties gaining access to User's content and Activities shared on Social Media due to User's own actions or failures, subject to each Social Media privacy and visibility restrictions (i.e. content set for public visibility).

7.3. Without prejudice to consumers' statutory rights that cannot be contractually modified, Kinguin shall not be liable for any failure or non-delivery of services where such failure or non-delivery is due to circumstances beyond its control, including for example disruptions in the operation of the Platform as a result of changes in law, governmental or regulatory action, acts of war, terrorism, strikes, hacking, physical obstructions, lockouts and natural disasters.

8. QUESTIONS AND COMPLAINTS

8.1. All questions or complaints may be submitted to Kinguin via email at: help@kinguin.net, or in writing at: 8/F On Hing Building, 1 On Hing Terrace Central, Hong Kong. Users can also contact our customer support [here](#).

- 8.2. It is recommended that complaints list all relevant details (e.g. Users' login, description of a problem, preferred contact method) and – if possible – screenshots showing the context of the issues to be resolved, as this may expedite the handling of a complaint.
- 8.3. Kinguin will respond to the complaint at the latest within 14 days.
- 8.4. Kinguin intends to resolve all disputes amicably. Please contact us directly in case of any issues and we will try our best to meet your needs in a fair and timely manner. All consumers with a place of residence in the EU, Norway, Iceland or Liechtenstein are entitled to an online dispute resolution mechanism – for more information see the ODR platform of [the European Commission](#). For information on available consumer rights and alternative dispute resolution (ADR) mechanisms see [Your Europe portal](#).

9. CHANGES TO THESE TERMS & CONDITIONS

- 9.1. These Terms & Conditions shall come into effect on the date of their publication and remain valid and binding until changed or terminated in accordance and subject to mandatory laws and provisions of these Terms & Conditions.
- 9.2. Without prejudice to mandatory laws, these Terms & Conditions may be amended by Kinguin upon a 3-day notice (or shorter if that is required by applicable laws or a final and binding decision of a court or a state authority), in either of the following cases:
 - 9.2.1. If and to the extent that such a change is necessary under applicable laws governing a Campaign, Platform or Kinguin's activities to ensure legal compliance;
 - 9.2.2. Such an amendment does not negatively affect Users' current rights and obligations with respect to Campaigns already started and Rewards already won;
 - 9.2.3. Amendment is required to enhance protection of User's privacy, prevent misuse, for security and safety measures, due to editorial and clarification changes, change of the scope of Campaigns or introduction of new forms of Campaigns (or Activities or Rewards).
- 9.3. Due to their nature and purposes as well as the medium where Campaigns are held (e.g. differences in a standard form of content across different Social Media platforms), Campaigns will differ with regards to Activities, Rewards, winning conditions, participation rules etc. Consequently, Kinguin may freely introduce new types of Campaigns, Activities or Rewards subject to announcements of each Campaign, provided this does not affect User's rights with regard to the already started Campaigns and Rewards won.

10. FINAL PROVISIONS

- 10.1. Users are obliged to act in compliance with these Terms & Conditions and applicable laws, as well as in accordance with purposes of Campaigns, general rules of fair play and online conduct, with respect to other Users and Kinguin and in compliance with each Social Media's policy where Campaign is held. In particular the following actions are prohibited:
 - 10.1.1. transmitting or submitting content in relation to a Campaign that violates other person's rights, including copyrights, trademarks, know-how, attribution rights, terms of service, licensing agreements, personal rights or is discriminatory or of racist nature or constitutes hate speech based on race, gender, religion, nationality, any other demographic factor;
 - 10.1.2. acting in a manner inconsistent with the purpose and terms of a Campaign, in particular these Terms & Conditions, disrupting or interfering with a Campaign;

Appendix 1 – Social Media Campaigns

| Campaign Title | Social Media(s) | Participation Rules | Campaign's period (Timezones) | Activities & winning criteria | Rewards |
|-------------------------------|-------------------------------------|---|---|--|---|
| CS 2 Date | Discord/Twitter/Facebook /Instagram | <p>Reply to the post announcing the Campaign: what date do you think will CS2 release?</p> <p>Only Users who are at least 18 years old, or the age of majority in their place of residence, are eligible.</p> | 31 August (12:00 CEST) to 07 September (12:00 CEST) 2023 | Kinguin Jury decision based on the creativity, uniqueness and level of fun | A 10€ Kinguin Gift Card for each Social Media (Facebook, Instagram, Twitter, Discord) will be granted to winners. |
| Starfield Emoji Story Contest | Discord/Twitter/Facebook /Instagram | <p>Reply to the post announcing the Campaign:</p> <ol style="list-style-type: none"> With emojis showcasing your opinion about Starfield game In that same comment tag 3 friends (excluding Discord) | 06 September (08:00 CEST) to 06 September (00:00 CEST) 2023 | Kinguin Jury decision based on the creativity, uniqueness and level of fun | <p>The prizes are cumulative for all platforms (Facebook, Instagram, Twitter, Discord).</p> <p>Prizes:</p> <ul style="list-style-type: none"> 1x100€ Kinguin Gift Card 1x50€ Kinguin Gift Card 1x25€ Kinguin Gift Card |

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| | | + Follow us on the same Social Media where you submitted your reply (excluding Discord). | | | |
| Gaming Paradise: Landscape Screenshot Contest | Discord/Twitter/Facebook/Instagram | <p>Reply to the post announcing the Campaign:</p> <p>1. With Image showcasing a beautiful or interesting in-game location, scenery or landscape from any game that you've come across while playing</p> <p>2. In that same comment tag 3 friends (excluding Discord)</p> <p>+ Follow us on the same Social Media where you submitted your reply (excluding Discord).</p> | From 08 September (12:00 CEST) to 22 September (12:00 CEST) 2023 | Kinguin Jury decision based on the creativity, uniqueness and level of fun | <p>The prizes are cumulative for all platforms (Facebook, Instagram, Twitter, Discord).</p> <p>Prizes:</p> <p>3x Starfield Steam CD Key</p> <p>1x25€ Kinguin Gift Card</p> <p>1x10€ Kinguin Gift Card</p> <p>1x5€ Kinguin Gift Card</p> |
| EA Sports FC 24 Contest: Real Madrid vs. Barcelona | Twitter/Facebook/Instagram/Tiktok/Youtube | <p>Reply to the post announcing the Campaign:</p> <p>1. Comment which football team (Real Madrid or Barcelona)</p> | From 18 September (12:00 CEST) to 27 September (12:00 CEST) 2023 | Kinguin Jury decision based on the creativity, uniqueness and level of fun. | <p>The prizes are:</p> <p>Facebook 1x30€ Kinguin Gift Card</p> <p>Instagram 1x30€ Kinguin Gift Card</p> |

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| | | <p>is better and why do you think so.</p> <p>2. In that same comment tag 3 friends</p> <p>+ Follow us on the same Social Media where you submitted your reply.</p> | | | <p>Youtube 1x30€ Kinguin Gift Card</p> <p>Twitter 1x30€ Kinguin Gift Card</p> <p>Tiktok 1x30€ Kinguin Gift Card</p> |
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Appendix 2 – Marketing Campaigns

| Campaign Title | Participation Rules | Campaign's (Timezones) | period | Activities & winning criteria | Rewards |
|----------------|---------------------|---------------------------|--------|-------------------------------|---------|
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