

Terms and Conditions for the “Your First Gamdom Gift Card” promotion on Kinguin.net

1. These terms and conditions define the rules for participation in a marketing campaign “Your First Gamdom Gift Card” (the “**Promotion**”).
2. **Users having their habitual place of residence in the countries listed in Appendix 1 are explicitly excluded from participation in the Promotion due to applicable regulatory restrictions.**
3. The Promotion is organised by Kinguin Digital Limited with its registered seat in 8/F On Hing Building 1 On Hing Terrace, Central Hong Kong (“**Kinguin**”).
4. The Promotion shall start on April 28th, 2023 at 9:00 am PDT and shall terminate on April 28th, 2023 at 11:59 pm PDT (the “**Promotion Period**”). Any purchases made outside of this period will not qualify for the Promotion. The Promotion ends earlier if the limit of users who are eligible to receive Kinguin Gift Cards as per Clause 6 below is reached.
5. The Promotion is not open to employees and contractors of Kinguin or Kinguin’s associated entities’ employees and contractors or members of their families, which include spouses, grandparents, parents, children, and grandchildren, whether by marriage, past marriages, or adoption, or other family extensions.
6. During the Promotion Period the new users (the “**Participant**”) who purchase a Gamdom Gift Card of a minimum value of \$25 at Kinguin.net will receive a €5 Kinguin gift card (“**Kinguin Gift Card**” or collectively “**Kinguin Gift Cards**”), which will be delivered to the email associated with Participant’s account.
7. To use the Kinguin Gift Card, a Participant needs to be a registered user of Kinguin.net platform, with an active account and be 18 years old or of age of majority in the province, territory or country where the Participant has his habitual place of residence.
8. The instructions for using the Kinguin Gift Card will be included in the email in which the Kinguin Gift Card has been sent.
9. The Participant can receive a Kinguin Gift Card only once. Each Kinguin Gift Card can only be used once, in full (no partial redemption is allowed).
10. Kinguin Gift Cards can only be used to top-up a user’s wallet at Kinguin.net, up to the nominal value of €5. Wallet balance can only be used to purchase digital products at Kinguin.net. The availability and pricing of products at Kinguin is subject to change, as Kinguin is a digital marketplace platform with dynamically variable offer.
11. Kinguin Gift Card can only be redeemed at <https://www.kinguin.net/redeem>, Kinguin Gift Card is non-transferable and non-refundable. Once a Kinguin Gift Card is used to top-up a user’s wallet, its balance runs out and cannot be reused. The Kinguin Gift Card has no cash value and is not redeemable for cash or any other form of payment (e.g. book, bank, or electronic money) and cannot be exchanged for the equivalent in cash, or of another kind.
12. Kinguin Gift Cards are awarded only to users who purchased Gamdom Gift Cards. If the Participant requests a refund of the Gamdom Gift Card, the Participant will be required to return the Kinguin Gift Card. If the Participant had already used the Kinguin Gift Card, Kinguin will deduct EUR 5 (the value of the Kinguin Gift Card) from any refund.
13. **Kinguin Gift Cards contain a unique PIN number required for redemption.** Participants who received a Kinguin Gift Card should protect the PIN and keep it confidential. If the PIN is lost, stolen, damaged or destroyed, they will not be able to redeem Kinguin Gift Card and Kinguin will not generate a new PIN. Anyone who knows your PIN will be able to use it at Kinguin.net for redemption purposes. You should only enter your PIN at Kinguin.net – any requests for sharing of PIN in other

places may be fraudulent.

All Kinguin Gift Cards are valid until the 10th of May 2023, 21:00 CET. Users will not be able to redeem them after that date.

14. If Kinguin determines that a Kinguin Gift Card was claimed more than once on a single account, Kinguin reserves the right to cancel any order placed with the use of the Kinguin Gift Card or permanently remove the account.
15. Without prejudice to consumers' statutory rights that cannot be contractually modified, Kinguin shall not be liable for any third party's performance or for any costs, damages, accident, delay, injury, loss, expense, or inconvenience that may arise in connection with the Promotion.
16. In relation to the Promotion Kinguin is a personal data controller (the "**Controller**").
17. Personal data of Participants is processed in order to:
 - a) allow participation in the Promotion;
 - b) verify if the Participant meets the requirements of the Promotion;
 - c) communicate with the Participant;
 - d) deliver the Promotion the Discount Code or Code to the Participant;
 - e) for the marketing purposes of the Controller, as well as in connection with the legitimate interest pursued by the Controller, namely the marketing of its own products and services.
18. Personal data will be processed by the Controller during the implementation of the above goals.
19. Providing personal data is voluntary but it is also a requirement necessary to enter into the Promotion.
20. The personal data will not be processed in an automated way.
21. Each Participant has the right to request access to and rectification or erasure of personal data or restriction of processing concerning the data subject or to object to processing or to raise an objection before applicable authorities in relation to such processing.
22. Unless stated otherwise in the relevant regulation or laws each Participant is solely responsible for reporting and paying any and all applicable taxes related to the Kinguin Gift Card.
23. These Terms & Conditions are governed by the laws of Hong Kong. However, the foregoing will be without prejudice to mandatory laws, which in the absence of a choice of law would have been applicable based on the consumer's habitual residence in the EU, provided that such laws cannot be contractually derogated from by virtue of the law.
24. These Terms & Conditions supplement the terms & conditions of the [Kinguin.net platform](https://kinguin.net), which shall apply to issues not regulated expressly in this document.

Appendix 1 – List of excluded countries

- Kingdom of Belgium
- Federative Republic of Brazil
- People's Republic of China
- Italian Republic
- Japan
- Kingdom of the Netherlands
- United States of America