

## ENTRY REQUIREMENTS

The following entry requirements govern the process for the B1A4 raffle (hereafter '**raffle**') organised by Gameforge 4D GmbH, Albert-Nestler-Straße 8, 76131 Karlsruhe, Germany (hereafter '**Gameforge**').

### **1. Participation Eligibility and Participants**

- (1) All natural persons (hereafter '**users**') of majority resident in the European Union who have a personal, active user account (hereafter '**account**') for [elsword.gameforge.com](http://elsword.gameforge.com) are eligible to participate.
- (2) A '**participant**' is any eligible *user* who carries out a *participation action* as stipulated below between the 17/05/2017, and the 14/06/2017, (hereafter '**participation period**').
- (3) *Gameforge* employees, companies associated with *Gameforge* as well as their employees are eligible to participate, however they are excluded from the prize.

### **2. Participation Action**

- (1) Participation occurs automatically with the purchase of the B1A4 avatar complete pack and/or of individual parts of the B1A4 avatar pack in the item shop of [elsword.gameforge.com](http://elsword.gameforge.com) ('**participation action**'). Such a purchase requires the use of El Coins, the virtual currency which can be purchased with real money. If a *user* has El Coins available, they can be used accordingly.
- (2) Multiple *participation actions* as well as *participation actions* through various *accounts* are possible, but only one *participation action* per user will be counted.

### **3. Winners and Prizes**

- (1) *Gameforge* will randomly select ten '**winners**' out of all *participants* by 14/07/2017. Recourse to the courts with regard to the determination of the *winners* is not permitted.
- (2) The *winners* will be informed of their prizes by 14/07/2017 via the internal messaging function of the language version of the online game Elsword that they use ('**notification**').
- (3) The prizes will be issued from 17/07/2017 via a delivery provider ('**service provider**') contracted by *Gameforge* and require a valid postal address within the European Union ('**address**').
- (4) Submission of the *address* ('**submission**') must occur in time via the email address belonging to the *winner's account* to an address given by *Gameforge* in the *notification*.
- (5) *Submissions* that are not received by *Gameforge* within 14 business days after the *notification* is sent and/or *submissions* that do not originate from the email address belonging to the *winner's account* will not be considered. Under these circumstances, *Gameforge* can, at their own discretion, remind the *winner* about the *submission* one time, or appoint another *participant* as a *winner* and inform them accordingly through a *notification*.
- (6) Hand-off of the prizes to the *service provider* constitutes hand-off of the prizes by *Gameforge* to the *winners*. If a prize cannot be delivered due to an incorrectly submitted *address*, the costs are carried by the affected *winner*. In this case, *Gameforge* is not obligated to re-send.
- (7) A cash payment and/or payment of the prizes in goods of value, or rather the exchange of and/or transfer to a third party is not permitted.

### **4. Data Protection**

In consideration of data protection laws, *Gameforge* will collect, process and use the *participant's* personal data (inventory data, data regarding the purchase of the B1A4 avatar complete pack and/or of individual parts of the B1A4 avatar pack as well as the *address*) exclusively for the execution of the purposes stated in these entry requirements and insofar as selecting the *winners* and then delivering the prizes via the *service provider*. Further information on the use of personal data by *Gameforge* can be viewed within the [Privacy Policy](#).

## **5. Liability**

Regardless of legal grounds, *Gameforge*, its committees, employees and agents are liable exclusively for wilful intent and gross negligence. However with slight negligence they are only liable in cases where contractual obligations are infringed upon and are limited to foreseeable damages, to the extent that mandatory rules of the applicable law do not oppose this. The aforementioned limitations do not apply to the injury of life, the body or health.

## **6. Final Provisions**

- (1) By carrying out a *participation action*, the *participant* agrees to these entry requirements.
- (2) *Gameforge* reserves the right to end the *raffle* before the end of the *participation period*, provided that its orderly execution cannot be guaranteed, either due to technical or legal grounds.
- (3) If any provision of these entry requirements should be or become ineffective, the effectiveness of the remaining points is not affected. Statutory rules will take the place of the ineffective provision.