

TERMS AND CONDITIONS OF THE REFERRAL PROGRAM «BROKERS»

1. GENERAL PROVISIONS

- 1.1. «Brokers» (hereinafter referred to as the «**Program**») is a stimulating promotion, which is a set of activities aimed at stimulating consumer demand, attracting attention, increasing awareness and loyalty, maintaining and increasing the interest of Participants in the trademarks, interactive computer online games and related services of the Company (as defined below) for their further promotion in the market. The procedure, conditions and terms of the Program are determined by these Terms and Conditions of the Program (hereinafter referred to as the «**Terms and Conditions**»).
- 1.2. The organizer of the Program is MY. GAMES B.V. with its registered office at: Barbara Strozziilaan 201, 1083 HN, Amsterdam, the Netherlands, hereinafter referred to as the «**Company**».
- 1.3. If the Participant is a minor, the decision to participate in the Program is made jointly with the legal representatives (parents) of such Participant. Compliance with the conditions set forth in Section 3 of these Terms and Conditions constitutes the Participant's acceptance of these Terms and Conditions and (if applicable) that such Participant's legal representatives (parents) have read these Terms and Conditions and do not object to his/her participation in the Program.
- 1.4. The territory of the Program is the territory of the whole world except the territory of the following countries: the Russian Federation, the Republic of Armenia, the Republic of Azerbaijan, the Republic of Belarus, the Georgia, the Republic of Kazakhstan, the Republic of Kyrgyzstan, the Republic of Moldova, the Republic of Tajikistan, Turkmenistan, the Republic of Uzbekistan.

2. DEFINITIONS USED IN THE TERMS AND CONDITIONS OF THE PROGRAM

- 2.1. **Account** - an account created at the moment of registration of the user in the Game, which allows the Company to keep record of each user and provide the possibility to log in to the Game (gain access) using a unique username and password. To register an account, the user should accept the terms of the License Agreement, as well as all applicable rules and other documents.
- 2.2. **Game** - an interactive online computer game Warface, which is a computer program, which is a set of data, commands, and audiovisual displays generated by it (hereinafter referred to as data and commands), activated sequentially to obtain a certain result provided for by the script of the Game; the rights to use the Game are provided in accordance with the License Agreement.
- 2.3. **License Agreement** - the text of the License Agreement located at https://documentation.my.games/gameterms/eula_general/?tag=20220920, which contains all necessary and essential terms of the license agreement to grant rights to use the Game as a computer program.
- 2.4. **Winner** - the text of the License Agreement available at https://documentation.my.games/terms/mygames_eula containing all the necessary and essential terms of the license contract for granting the rights to use the Game as a computer program.
- 2.5. **Prize** - the right to use non-activated data and commands and / or the right to receive services as part of the use of the Game by the Participant in accordance with the terms and conditions of use of the Game under the Game License Agreement, as well as all applicable rules and other documents, as well as arrangements and arising from them, the rights and obligations of the Participant in respect of use of the Game.
- 2.6. **Recruiter** - a participant of the Program who meets the criteria specified in clause 3.7. of the Terms and Conditions of the program.
- 2.7. **Referral** - a participant of the Program who meets the criteria specified in cl. 3.4 of the Terms and Conditions of the program.
- 2.8. **Program Website** - a website hosting the Program, operated by the Company and available at <https://pc.warface.com/en/friends/>.
- 2.9. **Participant** - individual who meets the criteria specified in clause 3.3 of these Terms and Conditions.

3. PERIOD AND TERMS OF THE PROGRAM

- 3.1. The Program period is from **15:00 8 February 2023 to 23:59 8 May 2023, Moscow time** - the period during which Participants must fulfill the conditions for receiving the Prize and during which the Prize delivery takes place. The Company independently adds the Prize to the Winner's Account in the Game.
- 3.2. The general terms of the Program may be revised at the initiative of the Company, of which the Company will notify the Participants in the manner prescribed in these Terms and Conditions.
- 3.3. Any individuals can take part in the Program, provided that they can use the Game subject to the condition of the License Agreement. You can participate in the Program as a Recruiter and/or as a Referral.
- 3.4. Members who are «**New Players**» or «**Returning Players**» can become Referrals:
 - 3.4.1. A **Returned Player** is a person who has not taken any action in the Game within 30 days of joining the Program. In order to join the Program as a Referral, the Returned Player must follow the Referral link of the Recruiter and log in to the Game.
 - 3.4.2. A **New Player** is a person who does not have a registered account in the Game. In order to join the Program as a Referral, the New Player must follow the Referral link of the Recruiter and register in the Game.
 - 3.4.3. In order to receive the Prize, a Referral must meet the following conditions:
 - meet the criteria of cl. 3.3. and 3.4. of the Terms and Conditions of the Program and the criteria for recognition as a New or Returned Player;
 - register (for New Players) or log in (for Returning Players) to the Game using the Recruiter's referral link;
 - complete the task available on the Program Website for the current calendar day.
- 3.5. The task is given to the Referral from the moment of registration or authorization in the Game at the Recruiter's link. After completing a task, the Referral gets access to new tasks every following calendar day and on condition of successful completion of the previous task.
- 3.6. Referral Assignments for any calendar day during the Program term may include the following «Tasks»:
 - Complete 1 match in the «Team battle» mode («Quick game»);
 - Complete 1 PvE mission on Easy or higher.
 - Complete 1 match in Bloodbath mode («Quick Game»);
 - Complete a match while at rank 10 or higher;
 - Restore health 5 times to other players;
 - Restore armor 5 times to other players;
 - Replenish ammo 5 times to other players;
 - Complete a match at rank 15 or higher;
 - Kill 100 opponents in any special operations;
 - Make 10 eliminations with an assault rifle;
 - Make 10 eliminations with a submachine gun;
 - Make 10 eliminations with a shotgun;
 - Make 10 eliminations with a sniper rifle;
 - Complete a match at rank 20 or higher.
- 3.7. Recruiters can be Participants, whose referral link was used to authorize or register in the Game by a player who is recognized as a Referral in accordance with the Terms and Conditions.

- 3.7.1. The Recruiter's referral link is generated on the special Recruiter page available at <https://pc.warface.com/en/friends/personal>.
- 3.7.2. To receive the Prize, a Recruiter must cumulatively meet the following conditions:
- Meet the criteria of cl. 3.3;
 - Send another Participant a referral link to register (for New Players) or log in (for Returning Players) to the Game;
 - The invited participant, recognized as a Referral of the Recruiter, must purchase in-game currency of the Game («credits»).
- 3.7.3. The Recruiter can track the number of Prizes received on the Recruiter's special page, available at <https://pc.warface.com/en/friends/personal>.
- 3.8. Employees and representatives of the Company, its affiliates, family members of such employees and representatives, as well as employees and representatives of any other persons directly related to the organization or conduct of the Program may not participate in the Program.

4. PRIZE POOL OF THE PROGRAM

- 4.1. The Program prize pool consists of Prizes 1, awarded to Recruiters, and Prizes 2, awarded to Referrals. Prize fund composition:
- 4.1.1. Prize 1: the right to use in-game currency («credits») obtained by performing the actions specified in cl. 3.7.2. of these Terms and Conditions in the amount of 30% of the total costs of the Referral for the purchase of in-game currency for a period of 90 days after the start of the Program. The Company reserves the right to limit the amount of in-game currency a Recruiter may receive for participation in the Program
- 4.1.2. Prize 2: the right to use in-game items received when the Referral completes tasks:
- 4.1.2.1 For completing the task "Complete 1 match in the «Team Battle» mode («Quick Game») - the right to use the in-game item FN SCAR-H Special «Blizzard» for 2 calendar days;
 - 4.1.2.2 For completing the task «Complete 1 PvE mission of «Easy» level or higher» - the right to use the in-game item SPAS-12 Special «Murena» for 2 calendar days;
 - 4.1.2.3 For completing the task «Complete 1 match in Bloodbath mode («Fast Game»)» - the right to use the in-game item MPA10SST-X Special "Muerte" for two calendar days;
 - 4.1.2.4 For completing the task «Complete the match, being at rank 10 or higher» - the right to use the in-game item Steyr Scour Special «Mercenary» for 3 calendar days and the in-game item (appearance) Medic «Agent Karp» for 3 calendar days;
 - 4.1.2.5 For completing the task «Restore health 5 times to other players» - the right to use the in-game item «Badge of Return» (5 pieces);
 - 4.1.2.6 For completing the task «Restore armor 5 times to other players» - the right to use the in-game item TEC-9 for 3 calendar days;
 - 4.1.2.7 For completing the task «Replenish ammunition 5 times to other players» - the right to use the in-game item (in-game currency) 1000 Crowns;
 - 4.1.2.8 For completing the task «Complete the match, being at rank 15 or higher» - the right to use the in-game item «VIP Accelerator» for 3 calendar days and the in-game item (appearance) Engineer «Agent Lotus» for 3 calendar days;
 - 4.1.2.9 For completing the task «Kill 100 enemies in any special operations» - the right to use the in-game item AK-15 Custom «Renegade» for 3 calendar days;
 - 4.1.2.10 For completing the task "Make 10 eliminations with an assault rifle» - the right to use the in-game item AMB-17 «Renegade2 for 3 calendar days;
 - 4.1.2.11 For completing the task «Make 10 eliminations with a submachine gun» - the right to use the in-game item Benelli M4 Custom «Renegade» for 3 calendar days;
 - 4.1.2.12 For completing the task «Make 10 eliminations with a shotgun» - the right to use the in-game item Alpine Special «Renegade» for 3 calendar days;

- 4.1.2.13 For completing the task «Make 10 eliminations with a sniper rifle» - the right to use the in-game item H&K VP9 Match for 3 calendar days;
 - 4.1.2.14 For completing the task «Complete the match, being at rank 20 or higher» - the right to use the in-game item VIP gas pedal and in-game item (appearance) Sniper «Agent Ghost» for 3 calendar days.
- 4.2. A prize is considered received when it is displayed in the Winner's account in the Game. After that, the in-game item's use period begins, as stated above.
 - 4.3. The value of the Prizes that make up the prize pool for purposes of this Program is not subject to monetary valuation. Payment of the cash equivalent of the value of the Prize, as well as replacement of the Prize is not made.
 - 4.4. The Company reserves the right to involve partners in conducting the Program. In this case, the issuance of prizes, as well as the payment of applicable taxes and fees, is carried out by and at the expense of the Company's partner.
 - 4.5. The terms and procedures for using the Prize are posted on the Program Website.
 - 4.6. The Winner may not transfer or otherwise dispose of the Prize (including the right granted to the Referral as a prize, including the right to specify any services to him/her) to third parties.
 - 4.7. At the discretion of the Company, the provision of services/exclusive rights to Participants constituting the Prize may be limited in time and/or space. The provision of the Prize under the Program is governed, among other things, by the License Agreement, the User Agreement and other agreements relating to the use of the Game to which the Participant is a party; in particular, on grounds set forth in the foregoing and other agreements relating to the use of the Game, the services/rights of the Participant may be terminated as part of the Prize.
 - 4.8. At the same time, the Participant acknowledges and confirms that the scope of rights/services under the relevant Prize within the meaning of this paragraph is determined by the Company and may be changed by it before the Participant becomes eligible for the Prize (including in the event that other Participants have already received prizes characterized by the original/previous scope of rights/services).
 - 4.9. Prizes will not be awarded if:
 - 4.9.1. the Participant's fails to comply with the Terms and Conditions of the Program and/or the terms of the Game License Agreement;
 - 4.9.2. obtaining and/or attempting to obtain an Unreasonable Advantage and other unfair acts with the purpose of unreasonably obtaining a prize. In this case, "Unjustified advantage" means the result of illegal, unfair and/or other actions aimed at obtaining a prize or other advantage in the Program by fraud, forgery, blackmail, coercion, abuse, illegal obtaining of information, access to data and/or circumvention of these Terms and Conditions, including through the use of technical/software means not provided for in the Program Page, and the use of technical/software and other vulnerabilities of the Program Page that allow to carry out such actions. Such actions include, but are not limited to, modifying the code of the Program Page, unauthorized access (hacking) to the Program Page data, and other means of obtaining an Unreasonable Advantage. The fact of receipt and/or receipt of an Unreasonable Advantage is determined by the Company.
 - 4.9.3. failure to comply with the eligibility requirements set forth in these Program Terms and Conditions.
 - 4.10. A Participant may exercise his or her right to receive a Prize during the Program term.
 - 4.11. The Prize is awarded automatically to each of the Winners within the time period stipulated in Section 3 of the Program Terms and Conditions by adding the Prize to the Account used by the Winner and/or created by the Winner using the Program Website, subject to the conditions stipulated in Section 4.

5. THE METHOD AND PROCEDURE FOR INFORMING PARTICIPANTS ABOUT THE TERMS AND CONDITIONS OF THE PROGRAM

- 5.1. Participants and potential Participants of the Program will be informed about the conditions of participation through the Program Website.
- 5.2. In case of prolongation of the Program term, early termination of the Program, increase of the prize fund or other changes the information is additionally placed on the Program Website.

6. RIGHTS AND OBLIGATIONS OF THE PARTICIPANT

- 6.1. The Program Participant has the right to:
 - 6.1.1. Get familiar with the Terms and Conditions of the Program;
 - 6.1.2. Take part in the Program in the way determined by the Terms and Conditions of the Program;
 - 6.1.3. Demand the Prize from the Company if all the conditions of the Program for receiving the Prize are fulfilled;
 - 6.1.4. Receive information about changes in the Terms and Conditions of the Program in the way specified in the Terms and Conditions of the Program.
- 6.2. The Participant of the Program is obliged to:
 - 6.2.1. Ensure compliance with the Terms and Conditions of the Program and the applicable law.

7. RIGHTS AND OBLIGATIONS OF THE COMPANY

- 7.1. The Company has the right:
- 7.2. The Company has the right to:
 - 7.2.1. Change the Terms and Conditions of the Program or cancel the Program. In this case, the Participants of the Program are notified of changes in the Terms and Conditions of the Program or the Program being cancelled in the way specified in the Terms and Conditions of the Program;
 - 7.2.2. Suspend the Participant from participating in the Program at any stage of the Program if there are suspicions that the Participant (or a third party) violates the requirements of the Terms and Conditions of the Program in the course of the Program;
 - 7.2.3. Use the unclaimed Prizes at their own discretion;
 - 7.2.4. Avoid written negotiations or other ways of contacting the Participants of the Program, except for the cases specified in the Terms and Conditions of the Program or on the grounds of the current legislation of the Russian Federation;
 - 7.2.5. Refuse to give the Prize to the Participant or the Winner of the Program respectively in case of violation of the Terms and Conditions of the Program
 - 7.2.6. Deny the Participant access to the Program Website if the Participant violates the Terms and Conditions of the Program during participation in the Program or if the Participant's act or omission violates the Terms and Conditions of the Program and/or the requirements of the current legislation of the Russian Federation in any way.
- 7.3. The Company is obliged to:
 - 7.3.1. Carry out the Program in accordance with the Terms and Conditions of the Program;
 - 7.3.2. Give the Prizes to the Winners of the Program in accordance with the Terms and Conditions of the Program.

8. ADDITIONAL TERMS

- 8.1. Each Participant of the Program confirms that they are familiar with these Terms and Conditions, unconditionally accept their requirements, and guarantee their compliance with them during the entire period of the Program.
- 8.2. The Participants of the Program are obliged not to violate the rights of third parties by their actions, as well as to comply with the current legislation of the Russian Federation when participating in the Program, when posting comments, as well as when receiving the Prizes.
- 8.3. The Company of the Program is not responsible for any direct or indirect losses of the Participants, including those associated with errors in telecommunication and energy networks, actions of malware, third-party actions aimed at unauthorized access to and/or sabotaging the software and/or hardware of the Company, as well as force majeure circumstances. The Company is not obliged to reimburse the Participants in such cases. The Company does not cover any expenses of the Participants, including the costs of paying for Internet services, telephone line, and other expenses that may happen in the process of participating in the Program.
- 8.4. If for any reason any aspect of this Program cannot be carried out as planned, including reasons caused by infection with computer viruses, Internet issues, defects, manipulations, unauthorized interference, falsification, technical problems or any reason beyond the control of the Company that distorts or affects the safety, honesty, integrity or proper implementation of the Program, the Company may, at their sole discretion, cancel, terminate, modify or temporarily discontinue the Program, or invalidate any affected applications for participation in this Program.
- 8.5. Personal data of the Participant will be processed in accordance with the Privacy Policy, accessible at https://documentation.my.games/terms/mygames_privacy, subject to the limitations that follow. The Company ensures the Participant, that the data (namely: last name, first name, patronymic, email address, information about social media accounts, phone number, date of birth, profile picture) will be processed solely for the purposes ensuring that the Program is carried out in accordance with these Terms and Conditions. Personal data can be processed by the Company only for the period necessary to conduct the Program, but in any case no more than for two months from the date such personal data was provided. The following actions can be applied to the Participant's personal data: collecting, recording, systematization, accumulation, storage, clarification (update, change), extraction, use, depersonalization, blocking, deleting, extermination. The Participant has the right to withdraw their consent to processing their personal data given in accordance with this paragraph of the Terms and Conditions.
- 8.6. If the Participant has not reached the legal age, the consent to processing personal data of such a Participant is given by the legal representatives (parents) of such a Participant. Fulfillment of the conditions specified in clause 8.5 of these Terms and Conditions means that the legal representative of the Participant knowingly, freely, acting out of their own free will and in their interest, gives the Company informed and conscious consent to processing their personal data/personal data of such a Participant in the way specified in clause 8.5 of these Terms and Conditions.
- 8.7. The Company's decisions on all issues associated with carrying out the Program are final and not subject to revision.
- 8.8. All controversial issues related to this Program are regulated according to the current legislation of the Netherlands and resolved at the location of the Company.
- 8.9. During the period of the Program, the Terms and Conditions will be posted on the Internet on the Game website at <https://ru.warface.com/promo/friends/rules.pdf>.

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