

TERMS AND CONDITIONS OF THE “ELITE” PROMOTION

1. GENERAL PROVISIONS

1.1. “ELITE” (hereinafter referred to as “Promotion”) is a stimulating promotion, which is a set of events with the purpose of stimulating consumer demand, attracting attention, increasing awareness and loyalty, maintaining and increasing the Participants' interest in the trademarks, interactive online computer games, and related services of the Company (as defined below) for the purpose of their further promotion on the market. The procedure, terms and conditions, and period of the Promotion are determined by these terms and conditions of the Promotion (hereinafter referred to as “Terms and Conditions”).

1.2. The organizer of the Promotion is My.com B.V., with its registered office at: Barbara Strozilaan 201, 1083 HN, Amsterdam, the Netherlands, hereinafter referred to as the “Company”.

1.3. The promotion is free and is held without preliminary selection of Participants. Participation in the Promotion is voluntary. It is strictly forbidden to involve persons to participate in the Promotion against their wishes.

1.4. If the Participant has not reached the legal age, the decision to participate in the Promotion is made together with the legal representatives (parents) of such a Participant. Fulfillment of the conditions specified in Section 3 of these Terms and Conditions means that the Participant agrees with these Terms and Conditions, as well as (if applicable) that the legal representatives (parents) of such a Participant are familiar with these Terms and Conditions and do not object to the Participant’s participation in the Promotion.

1.5. The territory covered by the Promotion is the territory of the whole world, except of CIS countries.

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

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 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.

2.4. **Promotion Website** – one of the following websites, depending of the Participant’s territory, on which the Promotion is held, operated by the Company and available at: <https://pc.warface.com/promo/elite>.

2.5. **Participant** – any individual who meets the criteria specified in clause 3.2. of the Terms and Conditions of the Promotion.

3. PERIOD AND TERMS OF THE PROMOTION

3.1. The Promotion is held within the period of time **from 12:00 02.12.2021 to 23:59 21.01.2022** Moscow during which the Participant shall fulfill the conditions for receiving the Prize. The deadline for receiving the Prize is from **12:00 02.12.2021 to 23:59 21.01.2022, Moscow**. The general period of the Promotion may be revised at the initiative of the Company, and the Company will notify the Participants of that in the order prescribed by these Terms and Conditions.

3.2. Any individuals can take part in the Promotion, provided that they can use the Game subject to the condition of the License Agreement and clause 1.5 of these Terms.

3.3. To receive the Prize, the Participant must:

3.3.1. For current users of the Game:

- Have a registered Account before the start of the Promotion.
- Choose one of the Prizes provided on the Promotion Website. After the selection of the Prize by the Participant, the Prize cannot be changed. The prize will be added automatically on the Participant's Account upon entering the Game within 3 calendar days from the moment of Prize selection.

3.3.2. For new users of the Game:

- Register in the Game during the Promotion period through the Promotion Website.
- During the registration process, choose one of the Prizes provided to choose from.
- A user of this category receives a Prize after successful registration in the Game and on condition of entering the Game and creating a character within 3 calendar days from the moment of selection of the Prize, however, items from the Prize received shall remain with the Participant only for 14 calendar days from the moment of receiving.
- In order to be able to use the Prize for indefinite period of time, the Participant must reach level 30 by any character during the Promotion period or within 30 calendar days after the end of the Promotion period. The prize will be added to the Account on the server on which such condition will be met first.

3.4. Employees and representatives of the Company, persons affiliated with the Company, family members of such employees and representatives, as well as employees and representatives of any other persons directly related to the organization or implementation of the Promotion cannot take part in the Promotion.

4. PRIZE POOL OF THE PROMOTION

4.1. The prize pool of the Promotion consists of: the right to use non-activated data and commands from the Game sets with in-game items specified on the Promotion Website and chosen by Participant as part of the use of the Game by the Participant in accordance with the terms and conditions of use of the Game provided for by the License Agreement of the Game, as well as with all applicable rules and other documents that are freely available on the Internet at: https://documentation.my.games/terms/mygames_eula, as well as the agreements and the rights and obligations of the Participant arising from them in relation to the use of the Game (hereinafter – "**Prize**").

4.2. Each Participant can get a Prize only once.

4.3. The value of the Prizes constituting the prize pool for the purposes of this Promotion is not subject to monetary evaluation. Paying cash equivalent of the Prize value, as well as the exchange of the Prize, are not possible.

4.4. The conditions and procedure for using the Prize are posted on the Promotion Website.

4.5. The Winner has no right to hand over or otherwise dispose of the Prize (including the right granted to the Winner as a prize, including the right to having any service delivered) in favor of third parties.

4.6. At the discretion of the Company, providing services/granting exclusive rights, which are the Prize, to the Participants may be limited in time and/or space. Providing the Prize as part of the Promotion is regulated, among other things, by the License, User, and other agreements regarding the use of the Game,

to which the Participant is a party; in particular, on the grounds determined by the above listed and other agreements in relation to the use of the Game, providing services/rights to the Participant may be terminated as part of the Prize too.

4.7. At the same time, the Participant confirms and acknowledges that the scope of rights/services included in the corresponding Prize within the meaning of this paragraph is determined by the Company and can be changed by the Company until the Participant receives the right to the Prize (including the case when other Participants have already received the prizes with the initial/previous scope of rights/services).

4.8. The Prizes will not be given out if:

4.8.1. the Participant fails to comply with the Terms and Conditions of the Promotion and/or the terms of the Game License Agreement;

4.8.2. there is a case of obtaining and/or attempting to obtain an Unjustified advantage and other unfair actions, the purpose of which is to unjustifiably receive the prize. The Unjustified advantage means the result of illegal, dishonest and/or other actions aimed at obtaining the prize or other advantage in the Promotion by deception, forgery, blackmail, coercion, abuse, illegal obtaining of information, access to data, and/or violation these Terms and Conditions, including through the use of hardware/software tools not provided for on the Promotion Page, as well as the use of technical/software and other vulnerabilities of the Promotion Page allowing such actions to be taken. Such actions, in particular, include changing the code of the Promotion Page, unauthorized access (hacking) to the data of the Promotion Page, and other means of obtaining an Unjustified advantage. The fact of obtaining and/or receiving an Unjustified advantage is determined by the Company.

4.8.3. the Participant does not comply with the requirements for the Participants provided for by these Terms and Conditions.

4.9. The Terms and Conditions of the Promotion do not provide for the storage of the unclaimed Prizes and giving them out after the end of the period of giving out the Prizes.

4.10. The Participant can exercise their right to receive the Prize during the period of the Promotion.

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

5.1. The Participants of the Promotion and potential Participants of the Promotion will be informed about terms of participation through the Promotion Website.

5.2. In case of extension of the Promotion period, early termination of the Promotion, increase in the prize pool or other changes, additional information is posted on the Promotion Website.

6. RIGHTS AND OBLIGATIONS OF THE PARTICIPANT

6.1. The Participant of the Promotion has the right to:

6.1.1. Get familiar with the Terms and Conditions of the Promotion;

6.1.2. Take part in the Promotion in the way determined by the Terms and Conditions of the Promotion;

6.1.3. Demand the Prize from the Company if all the conditions of the Promotion for receiving the Prize are fulfilled;

6.1.4. Receive information about changes in the Terms and Conditions of the Promotion in the way specified in the Terms and Conditions of the Promotion.

6.2. The Participant of the Promotion is obliged to:

6.2.1. Ensure compliance with the Terms and Conditions of the Promotion and the applicable law.

7. RIGHTS AND OBLIGATIONS OF THE COMPANY OF THE PROMOTION

7.1. The Company has the right to:

7.1.1. Change the Terms and Conditions of the Promotion or cancel the Promotion. In this case, the Participants of the Promotion are notified of changes in the Terms and Conditions of the Promotion or the Promotion being cancelled in the way specified in the Terms and Conditions of the Promotion;

7.1.2. Suspend the Participant from participating in the Promotion at any stage of the Promotion if there are suspicions that the Participant (or a third party) violates the requirements of the Terms and Conditions of the Promotion in the course of the Promotion;

7.1.3. Use the unclaimed Prizes at their own discretion;

7.1.4. Avoid written negotiations or other ways of contacting the Participants of the Promotion, except for the cases specified in the Terms and Conditions of the Promotion or on the grounds of the current legislation of the Russian Federation;

7.1.5. Refuse to give the Prize to the Participant or the Winner of the Promotion respectively in case of violation of the Terms and Conditions of the Promotion.

7.1.6. Deny the Participant access to the Promotion Website if the Participant violates the Terms and Conditions of the Promotion during participation in the Promotion or if the Participant's act or omission violates the Terms and Conditions of the Promotion and/or the requirements of the current legislation of the Russian Federation in any way.

7.2. The Company is obliged to:

7.2.1. Carry out the Promotion in accordance with the Terms and Conditions of the Promotion;

7.2.2. Give the Prizes to the Winners of the Promotion in accordance with the Terms and Conditions of the Promotion.

8. ADDITIONAL TERMS

8.1. Each Participant of the Promotion 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 Promotion.

8.2. The Participants of the Promotion 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 Promotion, when posting comments, as well as when receiving the Prizes.

8.3. The Company of the Promotion 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 Promotion.

8.4. If for any reason any aspect of this Promotion 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 Promotion, the Company may, at their sole discretion, cancel, terminate, modify or temporarily discontinue the Promotion, or invalidate any affected applications for participation in this Promotion.

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?lang=en_US, 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 Promotion 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 Promotion, 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 Promotion are final and not subject to revision.

8.8. All controversial issues related to this Promotion 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 Promotion, the Terms and Conditions will be posted on the Internet on the Promotion Website.

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