

# ENTRY REQUIREMENTS

The following conditions govern the process for *Elsword ESL Legends* ('**tournament**') organised by Gameforge 4D GmbH, Albert-Nestler-Straße 8, 76131 Karlsruhe, Germany ('**Gameforge**').

## **1. Event Period**

The *tournament* starts on 4/5/2016 with a three stage '**qualification phase**' played online that ends on 5/6/2016 and ties in to the '**final round**' held during Gamescom on 19/8/2016 ('**event period**').

## **2. No Participation Costs**

Participation is free and not linked to any obligation to purchase good or services.

## **3. Participation Eligibility and Participants**

- (1) All persons of majority resident in the European Union who have a personal, active user account for [elsword.gameforge.com](http://elsword.gameforge.com) ('**user**') are eligible to participate.
- (2) *Gameforge* employees, companies associated with *Gameforge* as well as their employees are not eligible to participate.

'**Participant**' means any eligible *user* that registers to participate via <https://en.elsword.gameforge.com/legends> ('**declaration of participation**') and subsequently participates in the *qualification phase* with their personal user account ('**account**'). Participation with multiple *accounts* as well as switching the character used in the first match are prohibited.

## **4. Qualification Phase and Qualification Winners**

- (1) In the first stage of the *qualification phase* ('**nationals**') starting on 5/5/2016 and running until 5/6/2016, players will play in each of the six *Elsword* language versions offered by *Gameforge* ('**community**') and the 64 highest ranking *participants* in each *community* will be selected according to the official PvP Rank List. If it becomes necessary due to the number of participants, *Gameforge* can shorten the tournament tree to the necessary extent in individual cases. The basis for the respective ranking is the number of wins achieved within the 1vs1 PvP matches, which last 15 minutes each.
- (2) In the presence of special circumstances, *Gameforge* can order that a match be terminated or replayed in individual instances at its own discretion. If *Gameforge* reasonably suspects an exceptional situation to be false, *Gameforge* can disqualify the participant in question at its own discretion.
- (3) To the extent that a *participant* wears equipment in the respective matches from stage two of the *qualification phase*, only the current, non-enchanted PvP equipment is permitted. Furthermore, the use of avatar sets and accessories and/or the use of titles is prohibited.
- (4) In the second stage of the *qualification phase* ('**nationals**') starting on 18/6/2016 and running until 23/7/2016, the 64 highest ranking *participants* in each *community* will play and the six highest ranking *participants* in each *community* will be selected following the KO system. *Gameforge* can stream the respective matches live over Twitch from this phase onwards.
- (5) At the third stage of the *qualification phase* ('**knock-outs**'), these *participants* will all meet each other once in a total of 15 matches on the English *community* servers. If one of the *participants* eligible to participate in the *knock-outs* cannot participate, the *participant* in the

corresponding *community* with the next highest rank in the *nationals* will become eligible to participate in the *knock-outs*.

- (6) *Gameforge* will provide the six *participants* within the English-speaking *community* user accounts restricted solely to the respective matches for the duration of the *knock-outs* and send the login data by email to the email address of the *accounts* used prior to the *participation*. The transmission of login data to third parties is prohibited. Furthermore, this does not constitute a right to these special user accounts beyond the *knock-outs*.
- (7) '**Qualification winners**' means the four *participants* who won the most matches during the *knock-outs*. Where the points held are equal, the *participant* who won the match against the *participant* with the same number of points is awarded the higher ranking.
- (8) Recourse to the courts with regard to the determination of the *qualification winner* is not permitted.

## **5. Qualification Phase Prizes**

- (1) *Gameforge* will announce the *qualification winners* by 1/8/2016 using the corresponding nickname on its own website as well as the social networking sites maintained by *Gameforge* (together the '**Gameforge sites**'), in a special newsletter and by email to the email address linked to the corresponding account ('**qualification announcement**').
- (2) The *users* permitted to participate in the *nationals* will receive a prize of a *Gameforge* coupon worth 10 euros as well as an additional coupon for items selected by *Gameforge*. The coupons will be issued to the respective *participants* by email to the email address linked to the *account* used for the participation.
- (3) The *users* permitted to participate in the *knock-outs* will receive a prize of a *Gameforge* coupon worth 50 euros as well as an additional material prize worth 100 euros. The coupons will be issued to the respective *participants* by email to the email address linked to the *account* used for the participation.
- (4) The material prize will be issued from 15/8/2016 via a delivery provider ('**service provider**') contracted by *Gameforge* and requires a valid postal address ('**address**'). Hand-off of the material prize to the *service provider* constitutes hand-off of the material prize by *Gameforge* to the corresponding authorised *participants*.
- (5) The *qualification winners* will also receive the prize of an opportunity to participate in the *final round* on submission of the corresponding travel requirements. *Gameforge* will bear the costs of the booking for the associated '**trip**' and only the following costs:
  - Direct return flight (Economy class) or suitable alternative return travel (e.g., train);
  - Simple accommodation in a hotel selected by *Gameforge* - including breakfast, but excluding other costs such as use of a minibar, the hotel restaurant, wellness offers and telephone/internet fees;
  - Entry tickets for gamescom;
  - Transport to and from the selected hotel.Further, *Gameforge* also will not bear the costs of any booking or rebooking missed by the corresponding authorised liable *participant*.
- (6) *Gameforge* will request the '**travel information**' of the *qualification winners* required for the organisation of the *trip* in the *qualification announcement*. The *trip* booking requires the submission of the *travel information* to the respective assigned '**travel provider**' (e.g. flight company and hotel provider). *Gameforge* can oversee the organisation of the outward and homeward travel and send the details of the relevant booking to the authorised *participant*. In this instance, *Gameforge* will pay the appropriate booking costs for actual travel to the

- authorised *participant* by bank transfer after submission of the corresponding costings and receipt of the *bank details* mentioned in Clause 6 Para. 5 of these participation requirements.
- (7) By receiving the *travel information* in response to the *qualification announcement*, the participant confirms they are able to make the *trip*.
  - (8) If *Gameforge* does not receive the *travel information* either wholly or only receives this in part within 48 hours, the *trip* and the corresponding entitlement to participate in the *final round* will go to a different *participant* specified by *Gameforge*, to the extent that time allows for a subsequent nomination.
  - (9) **'Final participants'** are those participants who ultimately make the *trip* and participate in the *final round*.
  - (10) A cash payment and/or payment of the prizes in goods of value, or rather the exchange of or transfer of the prizes to a third party is not permitted.

## **6. Final Round, Final Winner and Prize Money**

- (1) For participation in the *final round* ('**playoffs**'), *Gameforge* will present the *final participants* with four accounts of equal value which are limited to the duration of the *final round* and may only be used for this purpose.
- (2) **'Final winner'** means the *final participant* that emerges as the final winner from the *final round* on KO. The match conditions correspond to those of the *qualification phase*.
- (3) Recourse to the courts with regard to the determination of the *final winner* is excluded.
- (4) *Gameforge* intends to produce or have produced photos and/or video shoots during the *final round* and to then use the corresponding media on the *Gameforge sites* for presentation purposes. *Gameforge* will provide the *final participants* with special, voluntary declarations of consent at the start of the *final round* for this purpose.
- (5) The *final winner* will receive '**prize money**' of 2,500 EUR, for which the transmission of the *final winner's* data ('**bank details**'), consisting of IBAN and BIC, will be requested and must be submitted to *Gameforge* before payment can be made, will be paid by bank transfer within 30 days after receipt of details.
- (6) If the *bank data* is not submitted within four weeks of the request, this will lead to the loss of any claim to payment of the *prize money*. In this event, *Gameforge* will be liable solely for the effort required to reverse a payment made in error on this basis. To the extent that information is received, the *prize money* will be paid to the *final winner*. Any taxes on the payment of the *prize money* will be borne by the *final winner*, who exempts *Gameforge* from any obligation to the requisite financial authorities.
- (7) A cash payment and payment of the *prize money* in goods of value, or rather the exchange of or transfer of the *prize money* to a third party is not permitted.

## **7. Declaration of Consent**

- (1) The *participants* consent to the *qualification announcement* in the event of a win as well as the email communication necessary for the organisation of the tournament.
- (2) The *winners* also consent to the streaming of the respective matches (including the *final round*).

## **8. Data Protection**

- (1) *Gameforge* will collect, process and use personal data exclusively for the execution of the purposes stated in these conditions in consideration of data protection laws. This includes the necessary collection of the *address* for sending the material prize and the transmission of the address to the *service provider* in addition to the necessary collection of the *travel information* for booking the *trip* and the transmission of this information to the *travel provider*. This also includes the collection of the *bank details* of the *final winner* for transferring the *cash prize*.
- (2) Further information on the use of personal data by *Gameforge* can be viewed within the [Privacy Policy](#).

## **9. Liability**

- (1) 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.
- (2) The aforementioned limitations do not apply to the injury of life, the body or health.

## **10. Miscellaneous**

- (1) Alongside the requirements for participation, the [Terms and Conditions](#) as well as the [game rules](#) also apply (together '**the rules**').
- (2) The *participant* agrees to the *rules* by submitting the *declaration of participation*.
- (3) Eligibility can be revoked at any point should a *participant* infringe on the *rules* during the *event period*.
- (4) *Gameforge* reserves the right to end the *tournament* without any prior notice, provided that its orderly execution cannot be guaranteed, either due to technical or legal grounds.
- (5) If any provision of these requirements should be or become ineffective, the effectiveness of the remaining points of these requirements of use are not affected. Statutory rules will take the place of the ineffective provision.