# "WORLD OF WARSHIPS 5TH ANNIVERSARY ON STEAM" PROMOTION RULES

- A. THESE PROMOTION RULES ("PROMOTION RULES") ESTABLISH THE GENERAL TERMS AND CONDITIONS FOR "WORLD OF WARSHIPS 5TH ANNIVERSARY ON STEAM" PROMOTION ("PROMOTION") FOR WORLD OF WARSHIPS PLAYERS. THE PROMOTION RULES CONSIST OF GENERAL PROMOTION RULES (PART A) AND SPECIFIC PROMOTION RULES (PART B).
- **B.** NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER THIS PROMOTION OR RECEIVE ITS REWARDS.
- C. THIS PROMOTION IS OPEN TO INDIVIDUALS WHO ARE OF THE AGE OF MAJORITY UNDER THE LAW OF THEIR RESPECTIVE COUNTRIES OF RESIDENCE. INDIVIDUALS WHO ARE UNDER THE AGE OF MAJORITY BUT AT LEAST 13 YEARS OLD MAY PARTICIPATE ONLY IF THEIR PARENTS OR GUARDIANS CONSENT TO THEIR PARTICIPATION IN THE PROMOTION ON THE TERMS ESTABLISHED BY THESE RULES.

#### GENERAL PROMOTION RULES

#### Part A

#### 1. Sponsor

This Promotion is organized by Wargaming Group Limited, (the "**Sponsor**"), 105 Agion Omologiton Avenue Nicosia 1080 Cyprus. The Promotion rewards granted to the Promotion's participants under these rules ("**Rewards**") are fully funded by the Sponsor.

#### 2. Eligibility

- (a) Participation in this Promotion is open only to individuals who enter in accordance with these Promotion Rules, except for the residents of the province of Quebec (Canada) and the state of Vietnam.
- (b) Notwithstanding the foregoing, the following persons are NOT ELIGIBLE to participate in this Promotion: (i) employees of Sponsor who directly participate in organizing the Promotion, its directors and agents (collectively – "Sponsor Agents"); (ii) parents, spouses, children, brothers and sisters of Sponsor Agents; and (iii) individuals living in the same household as Sponsor Agents.
- (c) Each promotion participant ("**Participant**") is responsible for providing accurate information as to his/her age. Individuals that provide information that is incomplete, false or deceptive, will be ineligible to receive any Rewards.
- (d) An individual who is under the age of majority but at least 13 years old may participate in the Promotion if the parents or guardians of this individual consent to his/her participation in the Promotion on the terms established by these Rules. The Sponsor can request written confirmation of such consent at any time. If such confirmation is not presented upon Sponsor's request by the individual participating/wishing to participate in the Promotion, the Sponsor has the right to disqualify this individual.

#### 3. Claiming a Reward

Regulations for granting the rewards are set out in the specific part of these Promotion Rules, Part B.

Sponsor reserves the right to substitute a reward or any part thereof with a reward of equal or greater value in its sole discretion.

# 4. Waiver and Release of Liability by Participant

- (a) The liability of the Sponsor is unlimited for damages arising out of death or personal injury.
- (b) Liability stipulated by applicable law remains unaffected.
- (c) Sponsor shall be liable for damages caused by the Sponsor's intent or gross negligence. In case of slight negligence Sponsor shall only be liable for breach of a contractual core duty and, except in the cases pursuant to clause 4 (a) and 4 (b), such liability shall be limited to the amount of typically foreseeable damage. Contractual core duties are such duties whose accomplishment enables proper fulfilment of the contract in the first place and whose fulfilment a contractual party regularly may rely on.
- (d) The limitation period for claims for damages shall be one (1) year, except in case of clause 4 (a), and 4 (b) where the statutory statute of limitations shall apply.

# 5. **Disqualification and Liability**

- (a) The Sponsor reserves the right to disqualify and grant no Rewards to any person who attempts to: (i) tamper with the Sponsor's website and/or any part of the Promotion; (ii) undermine the legitimate operation of the Promotion by cheating, deception, or other unfair playing practices, including use of automated launching or entry software, (iii) annoy, abuse, threaten or harass any other Participants or Sponsor; and/or (iv) otherwise violate these Promotion Rules or the End User License Agreement (EULA) of Sponsor, if applicable.
- (b) ANY ATTEMPT TO DELIBERATELY DAMAGE SPONSOR'S WEBSITE OR ANY OF SPONSOR'S GAMES (OR ANY PART OF EITHER) OR UNDERMINE THE OPERATION OF THIS PROMOTION MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD ANY SUCH ATTEMPT BE MADE, SPONSOR AND ITS LICENSEES (IF ANY) RESERVE THE RIGHT TO SEEK DAMAGES AND ANY OTHER AVAILABLE REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR ANY SUCH ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW. EACH PARTICIPANT (OR, IF THE PARTICIPANT IS NOT OF AGE OF MAJORITY IN HIS/HER STATE OF RESIDENCE, THE LEGAL GUARDIANS THEREOF) AGREES TO INDEMNIFY AND HOLD THE SPONSOR HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES AND/OR LIABILITIES (INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES) THAT MAY BE ASSERTED AGAINST OR INCURRED BY ANY OF THEM AT ANY TIME, IN CONNECTION WITH PARTICIPANT'S BREACH OF THESE PROMOTION RULES.

# 6. **Sponsor's Right to Change the Promotion Rules and Terminate the Promotion**

If there is any actual evidence of fraud, electronic or non-electronic tampering or unauthorized intervention with any portion of this Promotion, or if fraud or technical difficulties of any sort (e.g., computer viruses, bugs, server errors) compromise the integrity of the Promotion, the Sponsor reserves the right to change these Promotion Rules or terminate the Promotion and stop providing any Rewards.

# 7. General Terms

(a) This Promotion is subject to these Promotion Rules and is governed by the laws of the Republic of Cyprus. Nothing in the Promotion Rules shall have the effect to deprive Participants of their

consumer protection rights or other rights granted to them by the laws of their country of residence that cannot be derogated from by agreement.

- (b) The invalidity or unenforceability of any provision of these Promotion Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Promotion Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.
- (c) All taxes, fees and costs associated with the receipt on any Reward, if any, are the sole responsibility of the Reward winner.

### **SPECIFIC PROMOTION RULES**

### Part B

### 1. Promotion Summary

During the Promotion its Participants can earn Rewards for unlocking a particular achievement in the Steam version of the massively multiplayer online game "World of Warships" (the "**Game**").

# 2. Promotion Dates

The Promotion will start on **November 18, 2022, 00:00 (UTC)**, and end on **December 17, 2022**, **23:25 (UTC)**. The Promotion may end earlier as described below in clause 3. Promotion's Rewards will be provided not later than **January 3, 2023**.

# 3. How to earn a Reward

To receive a Reward, a Participant needs to do all of the following:

- **1.** Have a Steam account and meet all the requirements for a Steam subscriber according to the Steam Subscriber Agreement.
- 2. Have an account in the Steam version of the Game and meet all the requirements for end users of the Game according to its End User License Agreement.
- **3.** Unlock "Amateur" or "Warrior" achievement in the Steam version of the Game during the Promotion. To unlock "Amateur" achievement, the Participant needs to win 10 battles in Random Battle mode of the Game. To unlock "Warrior" achievement, the Participant needs to win 50 battles in Random Battle mode of the Game. The Participant can start fulfilling the requirements for unlocking the achievement before the start of the Promotion, it is only required that the moment when the achievement is unlocked in the Game is after the start and before the end of the Promotion.

Please note that the achievement needs to be unlocked in the Game, not in the Steam client.

If a Participant unlocks both "Amateur" and "Warrior" achievements during the Promotion, such Participant can still only receive one Reward.

Note that the requirements above need to be fullfed while logged into the Game through the same Steam account.

The number of Rewards that can be granted as part of the Promotion is limited to 400.000 (four hundred thousand). For this reason, only the first 400.000 (four hundred thousand) Participants who fulfill the conditions needed to earn a Reward, will receive Rewards.

Sponsor may, acting in its discretion, end the Promotion early by publishing the information about such early termination in Wargaming Game Center and in the <u>'News' tab of the official</u> <u>World of Warships Steam community</u>. In this case the Promotion will end from the moment specified in the publication.

# 4. Rewards

The Reward is 5 USD of Steam Wallet funds. The Reward will be credited to the Steam Wallet belonging to the Steam account used by a Participant to log into the Game when fulfilling the requirements for receipt of the Reward. The Reward can be only received once per Steam account.

If a Participant's Steam Wallet currency is other than USD, the Reward shall be converted to that currency at the Steam's daily currency conversion rate. More information on Steam Wallet funds can be found <u>here</u>.

### 5. How the Rewards are provided

After the end of the Promotion Sponsor will provide to the list of Participants who have fulfilled the requirements for receipt of Rewards to Valve Corporation (10400 NE 4th Street, Bellevue, WA 98004) for crediting of Rewards.