

# Cubio Game Jam Terms and Conditions

## 1. Subject of these terms and conditions

- 1.1. These terms and conditions (“STC GJ”) supplement the Framework Agreement<sup>1</sup> between the user and Gameforge 4D GmbH, Albert-Nestler-Straße 8, 76131 Karlsruhe (“Gameforge”) and the STC Alpha<sup>2</sup>. The Framework Agreement, the STC Alpha and the Terms and Conditions for Participation in Raffles and Competitions<sup>3</sup> also apply to the scope of the STC GJ. In case of conflict, the provisions of these STC GJ shall take precedence over the other terms and conditions.
- 1.2. The Cubio Game Jam’s Guide provides terms and conditions of Participation which apply in addition and substantiating. In case of conflict, the STC GJ, the STC Alpha and the Framework Agreement shall prevail.

## 2. Participation in Game Jam and eligibility

- 2.1. Users of the Cubio Closed Alpha may optionally participate in Cubio Gam Jam, which is organized by Gameforge.
- 2.2. Participation in Cubio Game Jam is open only to individuals (“**Participants**”) who are:
  - a) residents of a jurisdiction where participation in the Cubio Game Jam is not prohibited by law;
  - b) the older of eighteen (18) years of age or the age of eligibility in that resident’s jurisdiction at the time of the Cubio Game Jam;
  - c) the original creators or players who generated the content and submitted such content as part of the Cubio Game Jam.
- 2.3. Excluded from participation are (a) employees of Gameforge (including affiliated companies), advertising, promotion, and fulfillment agencies that have a business relationship with Gameforge, (b) members of the households and (c) relatives to the 3rd degree of the aforementioned persons.

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<sup>1</sup> General Terms of Use – Framework Agreement, available under <https://agbserver.gameforge.com/rewrite.php> („Framework Agreement“).

<sup>2</sup> Cubio Alpha Release Special Terms and Conditions, available under <https://agbserver.gameforge.com/rewrite.php> (“STC Alpha”).

<sup>3</sup> Terms and Conditions for Participation in Raffles and Competitions, available under <https://agbserver.gameforge.com/rewrite.php>.

- 2.4. Participants may be required to provide personal information to Gameforge, including but not limited to real name, resident address, ID number, birth date for the purpose of proving Participant's identity, their legal age and for tax filing obligations.
- 2.5. Gameforge reserves the right to disqualify any Participant or suspend any UGC violating these Terms and Conditions.

### **3. Creation and submission of UGC, granting of rights**

- 3.1. When creating and submitting UGC for the Game Jam, the user must observe the requirements stipulated in the Cubio Game Jam's Guide and under Sec. 3 of the STC Alpha.
- 3.2. The granting of rights in UGC is governed by Sec. 4 of the STC Alpha.

### **4. Determination of the winners, payout**

- 4.1. The winners are determined by Gameforge at its sole discretion, under consideration of the criteria described in the Cubio Game Jam's Guide.
- 4.2. Payouts to the winners will be made by wire transfer by Acelera Indie Plus Treinamentos Ltda, Avenida Treze de Maio, 23, Grupo 8- Salas 1619 e 1620, Centro – Rio de Janeiro, 20.031-902, Brazil ("Indie Hero").
- 4.3. The winners will have to provide Indie Hero with respective bank details. If the requested information is not provided within two weeks after receipt of the request, the Participant's claim to the prize is lost without compensation, provided that this consequence was pointed out in the request. Gameforge is then entitled to award the prize to another participant instead.
- 4.4. The winner is responsible for any taxation of the prizes.

### **5. Announcement of the winners**

Gameforge is entitled to announce the winner on the Gameforge websites and Gameforge social media channels.

### **6. Applicable law, dispute resolution**

- 6.1. Sec. 11 of the Framework Agreement applies accordingly; in particular, without limitation, Gameforge is not obliged to participate in dispute resolution proceedings before consumer arbitration boards and does not participate in such or similar proceedings.
- 6.2. Mandatory national laws, particularly on remuneration, remain unaffected.