

TERMS AND CONDITIONS OF THE “ROCK SOLID” PROMOTION

1. GENERAL PROVISIONS

1.1. “Rock Solid” (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. 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.

1.4. The territory covered by the Promotion 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 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. **Winner** – the Participant of the Promotion who took the actions listed in Section 3 of the Terms and Conditions of the Promotion.

2.5. **Prize** – the right to use non-activated data and commands and/or the right to receive services as part of the Participant's use of the Game in accordance with and limited by the terms of use of the Game provided for by the Game License Agreement, as well as in accordance with all applicable rules and other documents, as well as agreements and the rights and obligations of the Participant arising from them in relation to the use of the Game.

2.6. **Promotion Website** – the website on which the Promotion is held, operated by the Company and available at <https://pc.warface.com/seasons/rocksolid>.

2.7. **Participant** – any individual who meets the criteria specified in clause 3.3. 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 10:00 March 16, 2022 until 23:59 June 30, 2022 (Moscow time)** during which the Participant shall fulfill the conditions for receiving the Prize and during which the Company will give out the Prizes. 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. If the Company does not notify the Participants of the opposite on the Promotion Website, after the Promotion ends, it is considered extended by one calendar year, the number of such extensions is not limited.

3.2. The Company independently adds the Prize to the Winner's Account in the Game.

3.3. Any individuals can take part in the Promotion, provided that they can use the Game subject to the condition of the License Agreement.

3.4.1. If the Participant does not have a registered Account in the Game, then such a Participant is considered a **New Player**.

3.4.2. If the Participant has not performed any actions in the Game within 30 days before the date of filing an application for participation in the Promotion, then such a Participant is considered a **Returned Player**. A Participant will not be considered a Returned Player in case such Participant already was acknowledged as a Winner (Returned Player) of Other Promotions.

3.5. The following persons may not take part in the Promotion:

- 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;
- the persons already acknowledged as Winners (New Players) of the Promotions “Snowstorm” (<https://pc.warface.com/seasons/snowstorm>), “Origins” (<https://pc.warface.com/seasons/origins>) and “Rock Solid” (<https://pc.warface.com/seasons/rocksolid>) (collectively – “**Other Promotions**”).

3.6. To receive the Prize, the Participant must meet the criteria specified in clause 3.3 of the Terms and Conditions of the Promotion, and also register (for New Players) on the Promotion Website or authorize (for Returning Players) in the Game during the Promotion period. The conditions for receiving the Additional Prize are described below.

4. PRIZE POOL OF THE PROMOTION

4.1. The prize pool of the Promotion consists of Prizes 1 given to the Winners among the New Players, and Prizes 2 given to the Winners among the Returned Players. The prize pool consists of:

4.1.1. **Prize 1:** The right to use in-game items within 15 calendar days from the moment of activation of the Prize, obtained from in-game sets:

"Rock Solid gear for 15 days" (contains the following in-game items: Rock Solid Engineer Gloves, Rock Solid Engineer Helmet, Rock Solid Engineer Boots, Rock Solid Engineer Vest, Rock Solid Medic Gloves, Rock Solid Medic Helmet, Rock Solid Medic Boots, Rock Solid Medic Vest, Rock Solid Sniper Gloves, Rock Solid Sniper Helmet, Rock Solid Sniper Boots, Rock Solid Sniper Vest, Rock Solid Rifleman Gloves, Rock Solid Rifleman Helmet, Rock Solid Rifleman Boots, Rock Solid Rifleman Vest); "Apostate weapons for 15 days" (contains the following in-game items: M4A1 Custom / Hunt Group MH12 / PP-19-01 «Vityaz» / VKS / Ruger Mk IV Lite / Black Hawk).

4.1.2. **Prize 2:** The right to use in-game items within 15 calendar days from the moment of activation of the Prize, obtained from in-game sets:

"Rock Solid gear for 15 days" (contains the following in-game items: Rock Solid Engineer Gloves, Rock Solid Engineer Helmet, Rock Solid Engineer Boots, Rock Solid Engineer Vest, Rock Solid Medic Gloves, Rock Solid Medic Helmet, Rock Solid Medic Boots, Rock Solid Medic Vest, Rock Solid Sniper Gloves, Rock Solid Sniper Helmet, Rock Solid Sniper Boots, Rock Solid Sniper Vest, Rock Solid Rifleman Gloves, Rock Solid Rifleman Helmet, Rock Solid Rifleman Boots, Rock Solid Rifleman Vest); "Apostate weapons for 15 days" (contains the following in-game items: AK-15 Custom, Benelli M4 Custom, AMB-17, CheyTac M200 Special, S&W M&P R8, Kunai Knife).

4.1.3. **Additional Prizes.** The Company reserves the right to offer Participants to perform actions on the Promotion Website that allow them to obtain the right to use in-game items displayed on the Promotion Website (**Additional Prizes**). The period of activation of the Additional Prizes and the conditions for receiving them are indicated by the Company on the Promotion Website.

4.2. The Prize is considered activated the moment it is displayed in the Winner's Account in the Game.

4.3. The activation of the Additional Prize is the transfer of the Prize from the "inventory" on the Game website <https://pc.warface.com> to the Winner's Account in the Game. One Additional Prize can be activated only once.

4.4. 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.

4.5. The Company reserves the right to involve partners in the Promotion. In this case, giving out the prizes, as well as the payment of applicable taxes and fees, is conducted by and at the expense of the Company's partner.

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

4.7. 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.

4.8. 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.

4.9. 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).

4.10. The Prizes will not be given out if:

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

4.10.2. 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.

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

4.11. 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.

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

4.13. The Prize is given out to each of the Winners automatically within the period established by Section 3 of the Terms and Conditions of the Promotion, by adding the Prize to the Account used by the Winner and/or created by the Winner using the Promotion Website.

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, 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 Game website at https://pc.warface.com/seasons/rocksolid/rules_en.pdf.

Revised March 16, 2022