

Latest revision date: July 8, 2025.

REGULATIONS OF THE STALCRAFT: X EVENT

PREAMBLE

The Rules (hereinafter "**Rules**") define the procedure for holding the event dedicated to the STALCRAFT: X game called "Art Contest" (hereinafter "**Contest**") are an additional agreement to the Licence Agreement for the use of the computer game STALCRAFT: X (hereinafter "**Game**") in the revision dated March 21, 2025 (hereinafter "**Licence Agreement**").

Read the Licence Agreement here:

For EXBO Launcher (EU, NA, SEA regions): users https://exbo.net/legal/gl_launcher_licence.pdf _ For NA, Steam users (EU, SEA regions): https://exbo.net/legal/gl_steam_licence.pdf

Participation in the Contest and users of the Game are also subject to a Privacy Policy (hereinafter "**Privacy Policy**"). Read the Privacy Policy in the revision dated April 04, 2023 and September 11, 2024 here:

(EU, For **EXBO** Launcher NA, SEA regions): users _ https://exbo.net/legal/gl_launcher_privacy.pdf For Steam (EU, NA, SEA regions): users https://exbo.net/legal/gl_steam_privacy.pdf

The organiser of the Contest is the right holder of the Game — **Exbo East LLC**, registered in the territory of the Republic of Kazakhstan, BIN: 221140035112 (hereinafter "Organiser").

The Organiser does not charge a fee for participation in the Contest.

Email to contact the Organiser: <u>contact@exbo.net</u>.

The current version of the Rules is available here: <u>https://exbo.net/legal/gl_art_contest_rules.pdf</u>.



WHY IS IT IMPORTANT TO READ THE CONTEST RULES

Please read these Rules carefully. They will not only tell you more about how to participate in the Contest and the criteria for judging the Winners, but will also help ensure that the Contest is run in a safe and comfortable environment for all Participants.

By submitting an Application Form and entering the Contest, you confirm that:

- You have read all the Rules, agreed to all the terms and conditions presented here and agree to abide by them.
- You have reached the age of legal capacity in accordance with the laws of the applicable legislation to accept the terms of the Rules and participate in the Contest. **OR**
- You have previously obtained all necessary consents (including parental/legal representative consent) in accordance to laws of the applicable legislation to accept the terms of the Rules and participate in the Contest.
- You provided consent to the collection and processing of personal data (independently or on behalf of a legal representative).
- At the time of submitting the Form, you have an account on https://stalcraft.net/ and its subdomains, which is necessary to access the Game.
- You are a user of the Game in accordance with the Licence Agreement.

The Contest Organiser is unable to further verify the age of each Participant, and therefore relies only on the information provided by the Participant themselves and their good faith in obtaining the necessary consents and permissions.

In this regard, the Organiser presumes that each Participant is legally capable or acts with the consent of their legal representatives, and is not responsible for the Participant's actions in case the latter violates the terms of the Rules on prior obtaining the necessary consents and authorizations for participation in the Contest.



If you are not sure that you've reached the sufficient age to participate in the Contest, please address a professional lawyer or attorney.

DEFINITIONS

- **Participant** respective individual (You), acting only on their own behalf independently upon attaining legal capacity in accordance with applicable law or on their own behalf on the basis of appropriate consents from legal representatives in case of not reaching the age of legal capacity, who has submitted the Form for participation and who is a User of the Game in accordance with the Licence Agreement.
- **Application Form** a written voluntary expression of the Participant's desire to participate in the Contest, made by publishing (bringing to public attention) a Creative Work on the Platform(s), including the provision of the required information (such as the in-game character's nickname).
- **Platforms** the Organiser's channel on the Discord social network: <u>https://discord.gg/stalcraft-eng</u>, namely, the following resources: Digital Art discussion:

https://discord.com/channels/996757051399221288/13921110055338 63936

Hand Drawing discussion:

https://discord.com/channels/996757051399221288/13921105499736 02384.

- **Contest** an Art Contest event dedicated to the Game and organised by Exbo East LLC, awarded with Digital Prizes.
- **Creative Work** an art piece (image, drawing, and the like) created by the Participant according to the Rules, directly related to the Game and dedicated to the season Game event "Attack on Perimeter". Creative Work also means intermediate and other work results provided by the Participant in the Form.
- **Nomination** categories of Creative Works defined by the Organiser. Winners are selected within each category.
- **Winner** the Participant whose Creative Work was submitted in accordance with the Contest Rules and selected as the winner.
- **Digital Prizes** in-game prizes in the STALCRAFT: X Game as defined in the Licence Agreement, issued to Participants in accordance with the Rules.



• **Contest Information** — Information about the Contest on the STALCRAFT: X Game located on the Platforms and other Organiser's resources (Steam, Reddit). The Contest Information is an integral part of these Rules and contains mandatory requirements for Participants, Creative Works and the Contest.

ELIGIBILITY REQUIREMENTS

- **1. How to participate in the Contest**: The Participant must have reached the age of legal capacity or provide the necessary consent/permission of legal representatives when submitting the Form.
- **2. Submission of Data**: The Participant must provide current, correct and valid data when submitting the Creative Work, and is solely responsible for any violation of this requirement.
- **3. Being part of the Game**: The Participant must have an account to access the Game and be a user of the Game (number of playing hours is irrelevant).
- **4. Participation in the Contest**: at least one Creative Work must be submitted to participate in the Contest. There is no limit on the number of Creative Works per Nomination.
- **5. Independent Creative Work**: the Participant must create a Creative Work on their own and by their own efforts. It is allowed to use elements and fragments of the Game and other materials under condition of observance of the Rules. The Organiser shall not compensate any expenses, losses of the Participant related to participation in the Contest and/or creation, publication, use of the Creative Work.
- **6. Author of the Creative Work**: the Participant who has submitted (published) a Creative Work must be the author of such work. The authorship of the Creative Work is obligatory indicated by placing in the description of the published Creative Work the nickname of the character in the Game.
 - I. In case of winning the Contest, the Digital Prize will be provided to the Winner who has specified themselves as the author of the Creative Work in accordance with the Rules. The Organiser does not have the technical ability to additionally verify that the author of a Creative Work has the right to use the character in the Game with the nickname that was submitted along with the Creative

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Work. Therefore, the Organiser relies solely on the information provided by the Participant and on their good faith.

- **II.** If the author (nickname of the character in the Game) is not indicated in the Creative Work description, as well as in case of inconsistency of such nicknames for any reason (including typing mistakes, addition of other characters, etc.), the Organiser may, at its discretion, exclude the Participant from the Contest and not accept such Creative Work, or issue/delay Digital Prizes in the event of winning the Contest.
- **III.** The Organiser shall not issue the Digital Prize to a person who has claimed authorship of the winning Creative Work without supporting information.
- IV. The Organiser may, at its discretion, exclude the Contest Participant, the Winner of the Contest, as well as return the Digital Prize already given to the Winner in the event that a third party was provided with information confirming the authorship of the Creative Work **before** the end of the Contest within the meaning of clause 1.1. of the Rules.
- V. In case of receiving identical Creative Works from different Participants, including those containing the same or different nicknames of characters in the Game in their descriptions, the Organiser may at its discretion unilaterally accept all or several identical Creative Works, independently select and accept only one Creative Work, as well as exclude all Contest Participants who submitted identical Creative Works. The Organiser may contact the Participants for clarifications regarding the Creative Work.
- VI. In the event of receiving a Creative Work containing content taken from another Creative Work and/or made with minimal differences from the other Creative Work, the Organiser shall also have the right, at its discretion, to unilaterally accept all or more of such Creative Works, to unilaterally select and accept only one Creative Work, as well as to exclude all Contest Participants who have submitted substantially similar Creative Works. The Organiser may contact the Participants for clarifications regarding the Creative Work.
- 7. Compliance with the Contest: the Participant must comply with the Contest Rules, the Licence Agreement, the Privacy Policy and the Resource Rules located on each of the Organiser's resources



(websites, social networks, messengers, other online platforms) in designated areas (hereinafter "Resources Rules").

The Organiser has the right to determine at its discretion whether a Participant and/or their Creative Work meets the requirements for participation in the Contest and the requirements of the Rules in the absence of any discrimination on racial, religious, gender or other grounds.

CREATIVE WORKS REQUIREMENTS

1. The Creative Work must necessarily contain the Participant's indication as the author of such work by placing in the description of it a nickname of the character in the Game.

Please note that if the Creative Work is published without the nickname of the character in the Game or if the nickname is indicated incorrectly (including typing mistakes, addition of other characters, etc.), such Creative Work shall be deemed non-compliant with the Rules, and the Participant shall not be eligible to be recognized as a Winner of the Contest.

- **2.** The Creative Work should be published on one or more of the Platforms specified in the Rules. The Organiser has the right, at its discretion, to accept or not accept the Creative Work posted elsewhere (websites, platforms, social media).
- **3.** Creative Work must necessarily be created and posted in the format of static (non-moving) images and comply with the requirements of the Nomination. The Organiser has the right, at its sole discretion, to accept or not accept Creative Work posted in other formats.
- **4.** To participate in the Contest, each Participant has the right to create and submit a Creative Work in accordance with one or more Nominations without any limitation on the number of submissions.

The Contest includes the following Nominations:

4.1. Hand Drawing

This category includes Creative Works created manually by Participants without the use of electronic, digital, or similar technologies, executed by applying any materials onto physical/material surfaces (for example, a drawing on paper).



The Participant submits the Hand Drawing Creative Work for participation in the Contest by means of the Form through posting (making publicly available) a photograph, scanned copy, or other digital representation of such work on the Platforms, allowing the Creative Work to be reviewed and evaluated.

Participants are advised that Hand Drawing Creative Works submitted in illegible, poorly legible, or otherwise inappropriate form, which does not allow the Organiser to evaluate such work, will not be accepted and will not participate in the Contest. Such Form will be considered invalid. The Participant has the right to re-upload the Hand Drawing Creative Work.

4.2. Digital Art

This category includes Creative Works created manually by the Participant using electronic, digital, or similar technologies without using physical materials or surfaces (for example, works created in graphic editors, 3D scenes).

The Participant submits the Digital Creative Work for participation in the Contest by means of the Form through posting (making publicly available) it on the Platforms in a format that allows the Organiser to review and evaluate the submitted Creative Work.

Participants are advised that Digital Creative Works submitted in illegible, poorly legible, or otherwise inappropriate formats that do not allow the Organiser to evaluate such work will not be accepted and will not participate in the Contest; such Form will be considered invalid. The Participant has the right to re-upload the Digital Creative Work.

5. Creative Work must be created specifically for the Contest and posted during the Contest period. The Participant agrees not to submit Creative Works to the Contest that were created and posted prior to the Contest, including Creative Works that copy or substantially borrow from previously created and posted works, as well as works that have been previously entered in other similar Contest.



- 6. Creative Work must be directly related to the Game, and dedicated to the Game's Attack on Perimeter season event. The Organiser has the right, at its discretion, not to accept Creative Works that are not dedicated to or not directly related to the Attack on Perimeter season event, including if there is a reference to the Game, use of its fragments in such works.
- **7.** The Creative Work/any part of it, including its title and description, must not contain the following materials in any form (text, statements, images, video, audio, etc.):
 - **I.** violation or call for actions that violate the laws of the Republic of Kazakhstan, other states, and the rules of the Platforms.
 - **II.** military and/or political propaganda, military and/or political symbols, emblems, other identifying marks, as well as materials that violate generally accepted standards of decency (including defamation of the armed forces of states, pornographic, extremist, nationalistic and other similar materials).
 - **III.** which can explain or justify extremism, contain propaganda inciting social, racial, national or religious hatred, humiliating national dignity, promoting exclusivity, superiority, or inferiority of citizens on the basis of their attitude to religion, social, racial, national, gender or language affiliation, as well as propaganda of Nazi attributes or symbols or attributes or symbols similar to those of the Nazis.
 - **IV.** which violate the rights and interests of the Organiser, third parties, including intellectual rights.
 - **V.** which violate the clauses of the Game Licence Agreement, Privacy Policy, the present Rules.
- **VI.** which violate, may violate the interests of the Organiser and/or cause, may cause damage to its business reputation, the reputation of the Game, honour, and dignity of its users (players), employees and representatives of the Organiser.
- **VII.** which contain in any way advertising and promotional materials, as well as materials that may be recognised as advertising of any third parties, their goods, products, services.
- VIII. which mention in any form and/or advertise gambling, RMT of in-game items (including markets, marketplaces), sports betting, other services requiring an additional licence under applicable law. The Organiser has the right to accept the Creative Work mentioning the above-mentioned activities in case such mentioning contains a comic effect, is aimed at ridiculing and cannot be perceived as an advertisement, call for use, promotion, popularisation of the



above-mentioned activities, as well as individual platforms, websites, persons offering such services.

8. More detailed requirements for Creative Works may also be located in the Contest Information.

The Organiser may unilaterally and at its discretion accept any Creative Work for participation in the Contest without notifying the Participants and explaining the reasons, including if there is a violation of any clauses of the Rules.

The Organiser may unilaterally and at its sole discretion reject and not accept any Creative Work for participation in the Contest without notifying the Participants and explaining the reasons.

The Organiser shall not be liable for the actions and/or inactions of the Platforms and their representatives, including in the case when the actions/inactions of the Platform and/or its representatives affect the Creative Works in any way, including its deletion, closing of access, and so on.

GENERAL TERMS AND CONDITIONS

1.1. Contest dates: **8 July to 22 July 2025**.

Participants may apply and submit their Creative Works in accordance with these Contest Rules from the start of the Contest until the end of the last day of the Contest.

1.2. This Contest is open, aimed at socially useful purposes and pursues the following objectives: attracting young people to creative activities, assisting in the development of the creative potential of the Participants, popularisation of the game industry.

1.3. Criteria for evaluation of Creative Works are determined in accordance with the requirements specified in the Rules. Evaluation of the Creative Works and final determination of the Winners in this Contest is carried out by the Organiser.

1.4. The Organiser reserves the exclusive right to determine the Winners of this Contest in accordance with the Rules, without necessarily providing explanations.



1.5. The Organiser may, at its discretion, exclude (disqualify) a Participant if they violate any terms of the Rules, the Licence Agreement, the Privacy Policy, clauses of applicable law, rules of the Platforms and in other cases.

1.6. The Organiser has the right to change or refuse individual terms and conditions of the Rules at its own discretion, unilaterally. Participants are notified of changes by the Organiser publishing the new revision of the Rules at the link: <u>https://exbo.net/legal/gl_art_contest_rules.pdf</u>.

If the Participant does not agree to accept the modified version of the Rules, they undertake to notify the Organiser by contact <u>contact@exbo.net</u> within 10 calendar days from the date of posting the new version of the Rules, but in any case not later than the end of the Contest within the meaning of clause 1.1. of the Rules. Absence of such notification after the expiration of the time limit shall be considered as acceptance by the Participant of the new revision of the Rules.

Refusal to accept the new revision of the Rules means refusal to participate in the Contest.

1.7. Winners may be contacted exclusively via e-mails with the @exbo.net domain. Exbo East LLC does not have any other email addresses except for the domains listed. Other means of communication may be suggested by the Organiser's employees in messages sent via e-mail with the @exbo.net domain.

PARTICIPANTS AND WINNERS ARE PROHIBITED

2.1. To disturb, interfere with, or otherwise prevent other Participants from participating in the Contest.

2.2. To leave comments, use nicknames, send messages to other Contest Participants and people involved in the Contest, the Organiser (including its representatives and employees), in any offensive, threatening, obscene, defamatory and other unacceptable form, including within the meaning of clause 7 of the CREATIVE WORKS REQUIREMENTS section of the Rules.

2.3. To violate any terms of the Rules, the Licence Agreement, the Privacy Policy, the provisions of applicable law and the laws of other countries, violation of the rules of the Platforms.

2.4. To transfer their Creative Works to other Participants, including in the event that for any reason the Participant is unable to participate in the Contest.

2.5. To transfer the right to receive the Digital Prize, to transfer the received Digital Prize to third parties, including relatives or friends.



2.6. The Organiser has the right to monitor compliance of these Rules, track possible violations and apply appropriate measures at its discretion, including issuing warnings and disqualification of Participants.

2.7. To violate the requirements and provisions specified in the ELIGIBILITY REQUIREMENTS and CREATIVE WORKS REQUIREMENTS sections of the Rules.

CONTEST SUMMARISATION

3.1. The Organiser shall summarise the results of the Contest no later than July 29, 2025 inclusively.

3.2. The participants of the Creative Works that meet the criteria, requirements, and conditions specified in the Rules are recognised as Winners by the results of the Contest and receive Digital Prizes in accordance with the terms and limitations of the Rules.

3.3. The guaranteed number of Winners receiving Digital Prizes is 30 (thirty) Participants, corresponding to the number of prize places. Each of the two Nominations provides for 30 (thirty) prize places. The Organiser reserves the right, at their sole discretion and unilaterally, to increase the number of Winners and prize places in any or all Nominations.

3.4. Winners in each Nomination shall receive Digital Prizes according to the place awarded, as determined by the Organiser. The list of Digital Prizes and prize places is the same for all Nominations. A Participant may submit Creative Works in each Nomination and, if successful, may be awarded a prize place and Digital Prizes in each.

1ST PLACE			2ND PLACE		
Туре	Name	Quantity	Туре	Name	Quantity
Armour	Artist's Cloak	1	Armour	Artist's Cloak	1
Coupon	Barter Coupon 99%	1	Coupon	Barter Coupon 50%	1
Charm	Charm	1	Charm	Charm	1
Achievement	Achievement	1	Achievement	Achievement	1
Case	Wooden crate	5	Case	Wooden crate	3
Case	Season case	100	Case	Season case	80

Prize places and rewards:



Premium	Premium	180 days	Premium	Premium	90 days
Currency	Bill	100,000	Currency	Bill	80,000

3RD PLACE						
Туре	Name	Quantity				
Armour	Artist's Cloak	1				
Charm	Charm	1				
Achievement	Achievement	1				
Case	Wooden crate	3				
Case	Season case	60				
Premium	Premium	60 days				
Currency	Bill	60,000				

4-5TH PLACE			6-10TH PLACE		
Туре	Name	Quantity	Туре	Name	Quantity
Charm	Charm	1	Charm	Charm	1
Achievement	Achievement	1	Achievement	Achievement	1
Case	Wooden crate	2	Case	Wooden crate	1
Case	Season case	30	Case	Season case	15
Premium	Premium	30 days	Premium	Premium	30 days
Currency	Bill	40,000	Currency	Bill	30,000

11-20TH PLACE			21-30TH PLACE		
Туре	Name	Quantity	Туре	Name	Quantity
Charm	Charm	1	Charm	Charm	1
Achievement	Achievement	1	Achievement	Achievement	1



Case	Season case	10	Case	Season case	7
Premium	Premium	14 days	Premium	Premium	14 days
Currency	Bill	20,000	Currency	Bill	15,000

3.5. Additional criteria for evaluating Creative Work may be specified in the Contest Information.

3.6. The Winners shall be determined if the Participants and Creative Works comply with the terms and conditions of the Rules at the end of the Contest.

Please note that in order to participate in the Contest, the Creative Work must be available on the Platforms until the results of the Contest are summarised (clause 3.1. of the Rules). The Organiser accepts no responsibility for the absence of the Creative Work on the Platform at the time the results of the Contest are determined, for any reason whatsoever, including but not limited to its removal or restricted access by the Platform's representatives, deletion by the Participant, or deletion by any other individual from the Participant's account through which the Creative Work was submitted. If the Creative Work becomes inaccessible at any time from the moment of its submission until the announcement of the Contest results, such Creative Work shall not be considered for evaluation by the Organiser, and the Participant shall automatically be disqualified from the Contest from the moment of removal or restriction of access to said Creative Work.

3.7. The results of the Contest may be published on the Platforms, on other official resources of the Organiser, including those dedicated to the game STALCRAFT: X, as well as within the game itself.

3.8. Only the specified Digital Prizes will be awarded to the winners in accordance with the terms and conditions of the Rules. The content of the Digital Prizes is determined unilaterally by the Organiser.

3.9. Digital Prizes may not be replaced or exchanged, including for other in-game items and currencies of the Game, for cash. Digital Prizes shall be awarded solely in accordance with the information provided at the time of submission (or made publicly available) of the Creative Work, and shall not be granted to any other individuals, accounts, characters of the Winner, their relatives, friends, or any other persons.

3.10. The Winner has the right to use or not to use the Digital Prizes received in the Game. In the event that a Digital Prize is time-limited, the Organiser



shall not compensate for or restore the usage period of such Digital Prize, including where the Winner fails to use it within the allotted time.

3.11. Digital Prizes are personal and non-transferable between players within the Game. The Winner may not use, transfer, sell, exchange or otherwise use and dispose Digital Prizes outside the Game.

DIGITAL PRIZES DELIVERY

4.1. Digital Prizes will be credited to the Winners' accounts (according to the nickname of the character in the Game specified in the Creative Work and Form) within 30 working days after the results of the Contest are summarised.

4.2. Digital Prizes can be claimed by all Contest Winners, regardless of their nationality or location.

4.3. The Organiser may increase the number and/or change the content and/or add new Digital Prizes for the Winners unilaterally and at its sole discretion.

4.4. The Organiser shall not be liable for non-transfer of Digital Prizes and for their non-receipt by the Winner for reasons beyond the Organiser's control, including in case the Participant provides incorrect data in the Form, including character nicknames in the Game, due to technical errors or failures, etc.

LIMITATION OF LIABILITY

5.1. The Organiser is not responsible for:

5.1.1. Failure to receive emails, Form information or other documents from Participants on time, including cases caused by technical problems or fraud on the Internet or on communication channels used during the Contest period.

5.1.2. Provision by the Participant of incorrect data required to receive Digital Prizes.

5.1.3. Violation by the Participant of third party rights, including intellectual rights, violation of provisions of applicable law.

5.1.4. Inability of Participants to read and understand the Rules and inability to familiarise themselves with the results of the Contest.

5.1.5. The inability to access the submitted Creative Works both during the Contest period and at the time of the announcement of the Contest results (clause 3.1 of the Rules) for any reason, including their removal by the Platform, by an employee or representative of any Platform, deletion by the



Participant themselves, or from the Participant's account, including without their consent.

5.2. The Organiser shall not be liable otherwise as stated in the Rules, the Contest Information, the Licence Agreement, the Privacy Policy, the Resource Rules, the provisions of applicable law, the rules of the Platforms.

5.3. Digital Prizes are provided to Winners in an "AS IS" format. The Organiser is not responsible for the functionality of the Digital Prizes, for the Winners' expectations in relation to the Digital Prizes, for the ability and/or skill to use the received Digital Prizes, as well as for the presence or absence of development and progress in the gameplay, obtaining or not obtaining any advantages in the Game over other players (users of the Game).

APPEAL

6.1. The Organiser has the right not to comment on the decisions made regarding the Creative Works and the results of the Contest.

6.2. In case of any disputes arising from the Rules, the Participant has the right to submit a written motivated objection by sending it to the e-mail: contact@exbo.net not later than 10 days after summarising the results of the Contest.

6.3. The specified written objection must necessarily contain specific arguments and arguments regarding the Contest and the provisions of the Rules, must be accompanied by properly completed written documents and confirmation of the absence of violation of the Rules by the Participant, compliance of the Creative Work with the provisions of the Rules and other decisions contested by the Participant.

6.4. The time limit for responding to a Participant's written objection shall be ten (10) working days. If it is necessary to deal with the situation in more detail, the Organiser has the right to send additional requests to the Participant, as well as to extend the time limit for a response to clarify the circumstances.

6.5. The Organiser reserves the right not to respond to the Participant's objections if they are submitted in violation of the terms of this section of the Rules, other provisions of the Rules, the Licence Agreement, the Privacy Policy, the Contest Information, and the Resource Rules.

INTELLECTUAL PROPERTY

7.1. STALCRAFT: X game is a complex object of intellectual property, a computer game, which includes protected results of intellectual activity and



means of individualisation, exclusive and other rights to which belong to the Organiser

7.2. For the sole purpose of participation in the Contest, the Organiser grants the Participants a free consent to use fragments, parts of the Game, parts of the intellectual property included in the Game during the duration of the Contest in all countries of the world by such means as reproduction, inclusion in an audiovisual work and publicity on the Platforms, provided that the Participant complies with the provisions of the Rules, including those set out in the CREATIVE WORKS REQUIREMENTS section.

7.2.1. Please note that the use of the Game for creating and submitting Creative Works on the Platforms is permitted only subject to compliance with these Rules.

7.2.2. In the event of a violation of the Rules, including violations of the Licence Agreement, Privacy Policy, Resource Rules, or Platform rules, the Organiser's consent to use the Game by such Participant who committed the violation, and to the Creative Work created and/or submitted in violation of the Rules or by the Participant who committed the violation, shall be invalid. Consequently, the use of the Game and its components shall be deemed unlawful, and the Creative Work must be removed within 2 (two) working days upon the Organiser's first request as infringing the Organiser's exclusive rights to the Game and/or the intellectual property contained therein.

7.3. The exclusive right to a Participant's Creative Work belongs to the respective Participant.

7.4. By submitting a Form and providing the Participant's Creative Work to the Contest (including any other materials submitted through the Form), the Participant grants to the Organiser a simple non-exclusive licence on a free of charge basis with the right to sub-licence, without further consent and without reporting, the Creative Work in whole or in part, each item of intellectual property included in the Creative Work and other materials and objects submitted through the Form for the entire term of the exclusive right of each intellectual property object in the territory of countries all over the world by means of reproduction, making available to the public, inclusion in complex objects, creation of a compilation, collection or other derivative or composite work created on the basis of the Creative Work and objects provided through the Form, and by other lawful means, including placing (making available to the public) links leading to the Creative Work.

7.5. By submitting the Form for participation and providing the Participant's Creative Work for the Contest, the Participant gives consent to the Organiser



and third parties and does not object to the use of their name, creative pseudonym, nickname of the Game character, the name of the Creative Work, if any, as well as gives consent and does not object to the use of the Creative Work by the Organiser without indicating information on copyright and/or related rights (anonymous use), to make changes, reductions, additions to the Creative Work, as well as permission to make the Creative Work public, with the right to grant such permission to third parties without the consent of the Participants.

7.6. If the Participant uses intellectual property objects of any third parties (audio, image, video, etc.) when creating and placing the Creative Work, the Participant shall, prior to placing the Creative Work and submitting the Form, obtain all necessary consents and permissions from the authors and right holders of such objects, including consent to use the objects anonymously, to make changes in them, to revise them, including for the subsequent publication of the Creative Work by the Organiser without the need for the latter to obtain any kind of consent or permission from the authors and right holders of such objects.

PARTICIPANT WARRANTIES AND REPRESENTATIONS

8.1. The Participant agrees that the Organiser is relying on the unconditional validity and truthfulness of the Participant's warranties and representations. The Participant's warranties and representations set out in the Rules are representations of circumstances of material importance to the Organiser.

8.2. The Participant hereby warrants and represents that at the time of completing and submitting the Form, the publication (making available to the public) of the Creative Work:

8.2.1. Has independently familiarised themselves with these Rules, has understood their content and agrees with them, and if it is necessary to obtain the consent of legal representatives — has ensured that such legal representatives are familiarised with the Rules and have obtained explicit and clear consent to all the terms of the Rules and to participate in the Contest.

8.2.2. Has the right to participate in the Contest on their own (is a legally capable person or has obtained all necessary consents and authorisations from their legal representatives, including for participation and collection and processing of personal data).



8.2.3. The Participant's actions and the Creative Work submitted for participation in the Contest do not contradict the provisions of applicable legislation, legislation of other countries, rules of the Platforms and do not violate intellectual and other rights, interests of third parties, do not violate any provisions of the Rules.

8.2.4. The Organiser is entitled to use the Participant's Creative Work without any encumbrances by the rights of third parties, including the Participant having obtained all necessary permissions and consents, including those specified in clause 7.6. of the Rules.

8.2.5. Participant hereby warrants and represents that the Creative Work submitted for participation in the Contest has not previously been submitted to any other such Contests at the time of submission of the Form.

8.3. In case the Participant violates any of the guarantees and warranties specified in this section of the Rules, the Organiser reserves the right to disqualify such Participant, return the previously provided Digital Prize, terminate access to the Participant's game account temporarily or indefinitely at the Organiser's discretion.

8.4. In case of a Participant's violation of the warranties and representations specified in the Rules, such Participant undertakes to independently settle any disputes, claims, and demands received by the Organiser, as well as to compensate all losses and expenses of the Organiser related to claims or lawsuits of third parties, including governmental authorities, caused by such violation of warranties and representations, including the costs of lawyers and legal representation.

PERSONAL DATA

9.1. By submitting a Form and posting Creative Work on the Platforms, the Participant consents to the Organiser's processing of the personal data provided when posting Creative Work in accordance with General Data Protection Regulation (European Union) 2016/679 and other personal data legislation applicable to the Participant, including nickname in the Game, the data of the Participant's account registered on the Platform, including when posting (making it public) of the Creative Work, and other personal data provided by the Participant to the Organiser in the process of conducting the Contest, summarising the results of the Contest and transferring the Digital Prizes. The Organiser collects and processes such personal data for the purposes of enabling Participants to take part in the Contest, providing Digital Prizes to Winners, detecting, investigating and preventing illegal



activities, activities that violate the provisions of the Rules, as well as in cases of violation of the intellectual property rights of the Organiser or other third parties.

9.2. The list of actions with personal data the consent to which is given, without limitation, and solely for the purposes of fulfilment of the terms of the Rules: collection, recording, systematisation, accumulation, storage, clarification (update, change), extraction, use, depersonalisation, blocking, deletion, destruction of personal data. Methods of personal data processing: mixed processing of personal data with the possibility of transmission via the Organiser's internal network and the Internet.

9.3. The Organiser does not collect or process the Participant's biometric personal data or special category data.

9.4. This consent shall remain in effect until the Creative Work and posted information are deleted/access is terminated, or until the Participant sends a written notice of consent cancellation to the contact email address: <u>contact@exbo.net</u>. Please note that consent cancellation to the processing of personal data will make it impossible for the Organiser to accept the Creative Work for the Contest due to the inability to identify its author, including for the purposes of providing Digital Prizes in the event that such author is recognised as the Contest Winner.

OTHER REGULATIONS

10.1. The law of the Republic of Kazakhstan shall apply to the Rules.

10.2. In case of any disputes between the Participant and the Organiser in connection with this Contest, the Participant, and the Organiser shall take all steps to settle them by negotiation. If it is impossible to resolve the dispute through negotiations within 15 (fifteen) working days from the date of receipt of a demand or claim by one of the parties, the dispute shall be referred to the court at the Organiser's location.

10.3. If the Contest cannot be held due to technical problems, computer threats or other circumstances beyond the Organiser's control which prevent the Contest from being held, the Organiser may, at its sole discretion, cancel, suspend or change the conditions of the Contest.

For any questions regarding the terms and conditions of the Rules and the Art contest event, please contact the Organiser at the following e-mail address: <u>contact@exbo.net</u>.