

CS2.KINGUIN.NET MARKETING CAMPAIGNS

GENERAL TERMS & CONDITIONS

Effective: 3 December 2024

These Terms & Conditions govern your participation in the marketing campaigns organized via <https://CS2.kinguin.net> by Kinguin Digital Limited with its registered office at 5/f Chung Nam Building, 1 Lockhart Road, Wan Chai, Hong Kong. **PLEASE READ THESE TERMS & CONDITIONS CAREFULLY BEFORE PARTICIPATING IN THE CAMPAIGN.**

Please note that generally we do not have email addresses of Users participating in Campaigns (in particular Social Media Campaigns) or any other option to deliver these Terms & Conditions to Users IF YOU WISH TO OBTAIN THESE TERMS & CONDITIONS ON A DURABLE MEDIUM IN A PDF FILE, PLEASE CONTACT US DIRECTLY, E.G. VIA E-MAIL TO THE FOLLOWING ADDRESS: cs2support@kinguin.net OR VIA IN-BUILT DIRECT MESSAGING FUNCTIONALITY OF A SOCIAL MEDIA WHERE A CAMPAIGN IS HELD.

Note that winning Rewards in Campaigns may trigger tax obligations, subject to the applicable tax regulations of your country of habitual residence, tax residency or other. It is your obligation to ensure compliance with legal obligations, which includes but is not limited to reporting and paying any taxes, duties, or other levies on the Rewards you receive - and we recommend you consult with a local tax specialist in this regard.

Kinguin will ensure that all promotional contests are registered with the relevant authorities where required by local laws. Detailed information about the contest, including rules, prize descriptions, and methods of entry, will be submitted at least 30 days before the Campaign begins.

In relation to the Campaigns, Kinguin processes only personal data required to perform the campaigns, including to verify participation of Users, verify winning criteria, assess Activities, transfer Rewards and handle complaints. **ALL INFORMATION WE COLLECT ABOUT YOU IN RELATION TO THE CAMPAIGNS IS SUBJECT TO KINGUIN'S [PRIVACY POLICY](#).**

1. DEFINITIONS

- 1.1. **Activities** - activities to be taken by Users participating in a Campaign in order to win Rewards.
- 1.2. **Campaign** – a marketing campaign organized by Kinguin subject to these Terms & Conditions.
- 1.3. **Kinguin** – Kinguin Digital Limited, with its registered office in Hong Kong, at 5/f Chung Nam Building, 1 Lockhart Road, Wan Chai, Hong Kong.
- 1.4. **Website** – Kinguin website available at <https://CS2.kinguin.net>.
- 1.5. **Rewards** – prizes awarded to Users for successfully competing in a Campaign, based on each Campaign's winning criteria.
- 1.6. **Social Media** - social media platforms, enabling users to create and share content or to participate in social networking or communication, where Campaigns are held, such as Discord, Facebook, Instagram, TikTok, X (formerly: Twitter) etc.
- 1.7. **Users** – users participating in a Campaign, provided they meet requirements for participation of a Campaign. **Users having their habitual place of residence in**

countries specified in Appendix 3 are not allowed to participate in the Campaign due to applicable regulatory restrictions.

2. GENERAL TERMS

- 2.1. These Terms & Conditions govern your participation in marketing Campaigns organized by Kinguin, including contests, sweepstakes, and other campaigns organized by Kinguin. Users must adhere to these Terms & Conditions to be eligible for any Rewards.
- 2.2. The main body of these Terms & Conditions lays out the framework conditions applicable to all Campaigns; specific conditions of each Campaign have been laid out in Appendix 1. In case of any discrepancy between the main body of these Terms & Conditions and Appendix 1, the terms specified in the Appendix 1 shall prevail.
- 2.3. Campaigns are dedicated to Users who are individual persons, participating in Campaigns for personal purposes, i.e. for private enjoyment and not related to their business, trade or profession.
- 2.4. To prevent conflict of interests and allow us to realize Campaigns' purposes, which is to generate engagement and build community around Kinguin's brand, no marketplace platforms, professional (meaning in particular registered or engaged in repetitive trading) merchants, vendors, wholesale traders, resellers, suppliers of digital products and product keys etc., as well as Kinguin's or its affiliated company's employees, B2B contractors, management board, shareholders are allowed to participate in Campaigns unless explicitly allowed so.
- 2.5. Campaigns are only available to Users who are 18 years old or the age of majority in the province, territory or country where a User has their habitual place of residence.
- 2.6. Campaigns will be announced in manner and form typical for a specific medium, e.g. by posts on Social Media or emails. Announcements will include a link to these Terms & Conditions and specify prerequisites for participation, if any, as well as Activities, winning conditions and Rewards.
- 2.7. Some Campaigns will depend on specific and easily verifiable winning criteria and Activities, such as tagging a set number of friends in reply to Kinguin's post; others may require subjective assessment of Users' submission by a dedicated Kinguin Jury (e.g. screenshot of the most beautiful landscape in a game, video footage of the funniest bugs in a game). Kinguin Jury includes personnel from Kinguin's Social Media Team.
- 2.8. In relation to Campaigns, Kinguin processes only personal data required to perform Campaigns, including to verify participation of Users, verify winning criteria, assess Activities, transfer Rewards and handle complaints. Please see Kinguin's [Privacy Policy](#) for further information.
- 2.9. Campaigns will last for the periods indicated in Appendix 1 or, in case of Campaigns with limited supply of Rewards, until supply lasts, whichever is earlier.

3. ACTIVITIES

- 3.1. Activities will test Users skills and knowledge and will not be dependent on chance, lotteries, draw bets etc. Activities may include, e.g. taking photos, creating memes, recording videos showing a particular game's footage, coming up with a marketing slogan, tagging friends in Social Media posts etc. The judging criteria will be detailed in the particular Campaign rules, and the evaluation process will be conducted impartially to determine the winning Users based on their demonstrated skills.
- 3.2. Activities may differ in each Campaign depending on the current marketing strategy of Kinguin, subject to announcement of each Campaign and as laid out in Appendix 1 to these Terms & Conditions.

- 3.3. Kinguin is committed to ensuring that all Campaigns are accessible and inclusive. Reasonable accommodations will be provided to Users with disabilities to ensure they can participate fully in the Campaign.
- 3.4. **Campaigns will offer an alternative method of entry (“AMOE”) that does not require a purchase. This AMOE will be clearly communicated in all promotional materials, ensuring compliance with applicable lottery laws.**
- 3.5. Users may enter the Campaign by following the specified process outlined in the Campaign announcement post. For no-purchase necessary entry, participants can access the AMOE by contacting Kinguin via Social Media on which the Campaign was announced with information that the User wants to participate in Campaign within AMOE, unless otherwise specified in the Campaign terms.

4. **REWARDS**

- 4.1. Users will be granted Rewards for successfully completing Activities and reaching winning conditions of a Campaign.
- 4.2. Rewards may differ among Campaigns depending on the current marketing strategy of Kinguin, subject to announcements and as laid out in Appendix 1 to these Terms & Conditions.
- 4.3. When announcing Rewards, Kinguin will specify all the relevant details of a Reward, including information on nature and approximate retail value of the Reward, redemption method, applicable platform where a Reward may be used, any restrictions of use etc.
- 4.4. Unless otherwise specified in a Campaign’s announcement, Rewards will be delivered in the form of a unique code shared with winning Users via email or direct message in a Social Media; codes may be used at the Kinguin.net marketplace platform or other third party platforms to claim Reward and redeem Reward for digital products - subject to the applicable platform terms and conditions. Rewards will be delivered within 14 days from announcing Campaign’s results or from obtaining from the User the data necessary to deliver the Reward.
- 4.5. Additionally:
 - 4.5.1. Rewards cannot be exchanged, converted or traded for other products or items.
 - 4.5.2. Rewards cannot be redeemed for cash or any other form of payment (e.g. book, bank or electronic money).
 - 4.5.3. If Rewards constitute discount codes or other codes to be used on the Kinguin.net marketplace platform or other third-party platforms, such Rewards (codes, cards) can be used only once and cannot be combined with other discounts and promotions. Rewards constituting discount codes or other codes to be used on the Kinguin.net marketplace platform are subject to exclusions stated in Appendix 2 to these Terms & Conditions.
 - 4.5.4. Rewards may constitute closed-loop gift cards, vouchers (e.g. Kinguin Gift Card, Kinguin Voucher) etc., allowing Users to redeem them for a digital product. Such Rewards may either be based on a nominal value (allowing Users to spend such nominal value on products) or may indicate a specific product (allowing User to exchange the Reward for that specific digital product, e.g. a specific game); such Rewards cannot be combined with other vouchers and gift cards.
- 4.6. Kinguin will contact the winning Users to deliver the Reward. Usually delivery can be made via Social Media communicator, via Website in-built functionality or email. In some cases (e.g. because a Reward must be delivered physically), Kinguin may require additional details necessary for delivery, e.g. delivery address or personal data (e.g. to purchase flight tickets). If a Reward is connected with a specific, external event beyond Kinguin’s control (e.g. Reward is a ticket to an e-sports tournament) the

User may be required to provide Kinguin with the requisite information within a period of 21 days from request. If the User fails to respond in that time, Kinguin will contact him again and allow an additional period of 7 days for the User to provide the necessary information. If the User fails to respond in that time he will forfeit the Reward. Both time periods may be shortened in a specific Campaign per the terms set out in Appendix 1 if the nature of the Reward requires so (e.g the Reward is a trip to an e-sports event organized within a short time from the Campaigns' period or depends on the availability of flight tickets).

- 4.7. In exceptional circumstances, where due to reasons beyond Kinguin's control Rewards are not available, Kinguin will offer to Users substitute Rewards of at least the same market value (e.g. when a specific game has been discontinued or is not available on Kinguin.net marketplace platform).

5. DURATION OF THE CAMPAIGN, TERMINATION & CLOSING OF ACCOUNTS

- 5.1. Each Campaign will last for a time period specified in its announcement.
- 5.2. Kinguin may prolong or renew Campaigns subject to announcement, provided however that it will not delay collection of Rewards by winning Users who participated based on the initial announcement (e.g. Kinguin may renew a Campaign for a new time period, but this will not delay announcement of results or delivery of Rewards based on the initial announcement and thus will not affect Users' acquired rights and interests).
- 5.3. Participation in Campaigns is always voluntary and is not required to use and enjoy the Website. Users have the right to withdraw from participating in a Campaign at any time. To do so, please contact Kinguin as per Clause 8.1.
- 5.4. In exceptional circumstances, Kinguin may prematurely terminate the Campaign, upon notification to participating Users and subject to separate announcement, due to unforeseen important reasons, such as: (i) if and to the extent that such termination is required under applicable laws or Kinguin's necessary activities to ensure legal compliance, (ii) due to technical issues affecting security of Users' system, personal data etc.

6. LICENSE

- 6.1. Some Campaigns may require Users to share with Kinguin copyrightable works as part of Activities (e.g. User-created memes, screenshots). All such content should be original and not infringe on the rights of third parties, including intellectual property rights, copyrights, personal rights. Unlawful use of copyrighted works, even if modified or incorporated into a new piece of work, is prohibited.
- 6.2. Users shall retain ownership to content they submit in the course of Campaign, however by participating in a Campaign and sharing such content with Kinguin, Users grant Kinguin a worldwide, non-exclusive, royalty-free, non-revocable license to use, copy, reproduce, process, adapt, modify, repost, display and distribute such content:
 - 6.2.1. **in case of Campaigns on particular Social Media** - in the same Social Media that a Campaign is held (e.g. *if a User participates in Kinguin's Instagram Campaign, Kinguin may repost such content through Kinguin's Instagram profile*). Content will be visible to public / third parties subject to each Social Media's visibility settings (some Social Media make content available only to logged-in users, while some make the content available to public), however please consider that Kinguin always intends to operate fully public / open profiles to the broadest extent possible in the given Social Media;
 - 6.2.2. **in case of Campaigns other than on particular Social Media** - in all of Kinguin's Social Media (current and future) and on <https://CS2.kinguin.net>, unless Campaign's announcement specifies otherwise.
- 6.3. For avoidance of doubt, license is made with no compensation to Users and as part of User's participation in a Campaign. In particular Kinguin will not be liable for payment of royalty fees, license fees, remuneration of any kind, profit sharing etc.
- 6.4. The purpose of Campaigns requiring Users to submit creative works is to generate engagement and build community around Kinguin's brand; Users have a chance to win Rewards in exchange for submission of such works. Therefore, Users agree not to revoke, withdraw or challenge validity of license or take any actions which could restrict or prevent Kinguin from using Users' content as per this Section 6. If following such actions by a User Kinguin is prevented from using User's content shared in participation in the Campaign, Kinguin may disqualify a User from the Campaign, prohibit User from participating in future Campaigns and revoke Reward(s) claimed in the Campaign affected by such actions - upon notification to a User subject to Section 10.

7. LIABILITY

- 7.1. **For Users who are consumers with habitual residence in the EU**, Kinguin shall be liable for the proper performance of the Campaigns under the applicable statutory laws based on the consumer's habitual place of residence.
- 7.2. **With respect to Users who are not consumers with habitual residence in the EU**, Kinguin's liability is governed by the rules described in sections 7.3 to 7.5 below, subject to provisions that cannot be contractually derogated from by virtue of the applicable law.
- 7.3. Kinguin makes no warranty or representation of any kind, either expressed or implied, as to the nature, quality or suitability of a Campaign, Activities and Rewards.
- 7.4. Kinguin shall not be liable for damages resulting from circumstances for which Kinguin is not liable under applicable law, including:

- 7.4.1. The fault of third parties or due to an involuntary interruption in the availability of the systems, including unavailability of Social Media, email etc.,
 - 7.4.2. Losses incurred through the use of fraudulently acquired payment data, private keys, passwords or other contractual data (e.g. "phishing" of credit card data, identity theft, etc.),
 - 7.4.3. Third parties gaining access to User's content and Activities shared on Social Media due to User's own actions or failures, subject to each Social Media privacy and visibility restrictions (i.e. content set for public visibility).
- 7.5. Kinguin shall not be liable for any failure or non-delivery of services where such failure or non-delivery is due to circumstances beyond its control, including for example disruptions in the operation of the Website as a result of changes in law, governmental or regulatory action, acts of war, terrorism, strikes, hacking, physical obstructions, lockouts and natural disasters.

8. QUESTIONS AND COMPLAINTS

- 8.1. All questions or complaints may be submitted to Kinguin via email at: cs2support@kinguin.net, or in writing at: 5/f Chung Nam Building, 1 Lockhart Road, Wan Chai, Hong Kong. Users can also contact our customer support [here](#).
- 8.2. It is recommended that complaints list all relevant details (e.g. Users' login, description of a problem, preferred contact method) and – if possible – screenshots showing the context of the issues to be resolved, as this may expedite the handling of a complaint.
- 8.3. Kinguin will respond to the complaint at the latest within 14 days.
- 8.4. Kinguin intends to resolve all disputes amicably. Please contact us directly in case of any issues and we will try our best to meet your needs in a fair and timely manner. All consumers with a place of residence in the EU, Norway, Iceland or Liechtenstein are entitled to an online dispute resolution mechanism – for more information see the ODR platform of [the European Commission](#). For information on available consumer rights and alternative dispute resolution (ADR) mechanisms see [Your Europe portal](#).

9. CHANGES TO THESE TERMS & CONDITIONS

- 9.1. These Terms & Conditions shall come into effect on the date of their publication and remain valid and binding until changed or terminated in accordance and subject to mandatory laws and provisions of these Terms & Conditions.
- 9.2. Without prejudice to mandatory consumer laws, these Terms & Conditions may be amended by Kinguin upon a 3-day notice (or shorter if that is required by applicable laws or a final and binding decision of a court or a state authority), in either of the following cases:
 - 9.2.1. If and to the extent that such a change is necessary under applicable laws governing a Campaign, Website or Kinguin's activities to ensure legal compliance;
 - 9.2.2. Such an amendment does not negatively affect Users' current rights and obligations with respect to Campaigns already started and Rewards already won;
 - 9.2.3. Amendment is required to enhance protection of User's privacy, prevent misuse, for security and safety measures, due to editorial and clarification changes, change of the scope of Campaigns or introduction of new forms of Campaigns (or Activities or Rewards).
- 9.3. Due to their nature and purposes as well as the medium where Campaigns are held (e.g. differences in a standard form of content across different Social Media platforms), Campaigns will differ with regards to Activities, Rewards, winning conditions, participation rules etc. Consequently, Kinguin may freely introduce new types of Campaigns, Activities or Rewards subject to announcements of each Campaign,

provided this does not affect User's rights with regard to the already started Campaigns and Rewards won.

10. FINAL PROVISIONS

- 10.1.** Users are obliged to act in compliance with these Terms & Conditions and applicable laws, as well as in accordance with purposes of Campaigns, general rules of fair play and online conduct, with respect to other Users and Kinguin and in compliance with each Social Media's policy where Campaign is held. In particular the following actions are prohibited:
 - 10.1.1.** transmitting or submitting content in relation to a Campaign that violates other person's rights, including copyrights, trademarks, know-how, attribution rights, terms of service, licensing agreements, personal rights or is discriminatory or of racist nature or constitutes hate speech based on race, gender, religion, nationality, any other demographic factor;
 - 10.1.2.** acting in a manner inconsistent with the purpose and terms of a Campaign, in particular these Terms & Conditions, disrupting or interfering with a Campaign;
 - 10.1.3.** abusing a Campaign or using online tools to obtain unfair competitive advantages inconsistent with the general purpose, nature and rules of a Campaign (cheating, using fake accounts to "tag friends", using bots).
- 10.2.** In case of violation of Clause 10.1 above, Kinguin will be entitled to disqualify the violating User from a Campaign, upon notification:
 - 10.2.1.** In the notification, Kinguin will inform User that he is disqualified, state reasons for disqualification and attach evidence. Notification will be submitted via means of contact specified in Clause 10.3. User will be allowed to respond within 3 days;
 - 10.2.2.** Based on User's response, Kinguin will inform User of the final decision regarding disqualification within the next 3 days;
 - 10.2.3.** If User disagrees with Kinguin's decision, he may submit an appeal within 3 days in accordance with the means of contact specified in Clause 8.1 and subject to Clauses 8.1-8.4;
 - 10.2.4.** If User is disqualified he will not be eligible for a Reward;
 - 10.2.5.** In case of gross or repetitive breaches of Clause 10.1 above, Kinguin will be entitled to prohibit User from participating in future Campaigns, upon notification - procedure specified in Clauses 10.2.1-10.2.4 applies.
- 10.3.** Kinguin will communicate with Users regarding Campaigns via electronic means, specifically using in-built direct messaging functionality of a particular Social Media - in case of Social Media Campaigns, and email or other forms of communication appropriate for a particular User in case of other Campaigns, provided that they allow User a reasonable way to store and refer to such communication in the future.

Appendix 1 – Campaigns

Campaign Title	Social Media(s)(If applicable)	Participation Rules	Campaign's period (Timezones)	Activities & winning criteria	Rewards
Kinguin Pick'em Challenge - Perfect World Shanghai Major 2024	X	<p>To enter the contest and be eligible to win Rewards, Users have to:</p> <ol style="list-style-type: none"> 1) Log-in to cs2.kinguin.net. 2) Answer correctly one of the questions shown in the interface, testing User's knowledge of Counter Strike 2. 3) Correctly predict the results of matches during the World Shanghai Major 2024 CS2 tournament to earn points: <p>Group Stage</p> <ul style="list-style-type: none"> • Correct prediction of a team with a 3:0 match balance: 20 points each • Correct prediction of a team with a 0:3 match balance: 20 points each • Correct prediction of a team advancing to the playoffs: 10 points each 	From 3 December 2024 (9:00 CET) until 15 December 2024 (23:59 CET).	The Users with the three highest numbers of collected points during the whole Campaign period (as per leaderboard available on the Website) will be awarded Rewards.	<p>1st place - 30€ G4Skins Giftcard</p> <p>2nd place - 20€ G4Skins Giftcard</p> <p>3rd place - 10€ G4Skins Giftcard</p>

		<p>Playoff Phase</p> <ul style="list-style-type: none"> • Correct prediction of the exact match result: 15 points each • Correct prediction of the match winner: 10 points each <p>All above tasks are obligatory.</p> <p>NO PURCHASE IS NECESSARY TO PARTICIPATE.</p>			
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Appendix 2 – Discount & Cashback Exclusions

Excluded products	Merchants whose products are excluded	Excluded categories of products	Excluded types of products
Cyberpunk 2077 GOG CD Key - Special Deal	Bitskins.com	PTW	Game Accounts
1 Balance	CSGOEmpire	Kinguin Business Store	Mobile Top-up
Diablo II: Resurrected PRE-ORDER EU Battle.net CD Key	Key-Drop.com	Kinguin Gift Card	
BTCV NFT Brazil	Mannco.store	Razer Gold	
BTCV NFT Japan	gta5majestic.com		
BTCV NFT South Korea	Tradeit.gg		
BitNovo Crypto Card €100 EU	RL Exchange		

Astropay Card €100 EU	Drodly		
Astropay Card \$100	CS-GAMERS		
Spring Treasure Box	Adurite		
Call of Duty: Modern Warfare II Steam Account	WAXPEER		
Limited Azteco Bitcoin Lighting €10 Voucher	DatDrop		
	RapidSkins		
	Betkin		
	Howl.gg		

Appendix 3 – List of excluded countries

- Kingdom of Belgium
- Italian Republic
- Kingdom of the Netherlands