General Terms and Conditions for Advertising Partners

1 Scope, Subject Matter of the Contract and Contracting Parties

1.1 Koelnmesse GmbH, Messeplatz 1, 50679 Köln, Germany, ("Koelnmesse") organizes the digital event "gamescom 2021" from August 25 – 27, 2021 ("gamescom 2021 Period") and operates the digital content hub gamescom now ("gamescom now") at www.gamescom.de / www.gamescom.global ("Website"). Furthermore, in connection with and during the gamescom 2021 Period, various gamescom show formats (gamescom: Opening Night Live, gamescom: Awesome Indies, and gamescom studio (English and German), together "gamescom Show Formats") will take place. These are produced and presented by external cooperation partners of Koelnmesse ("Cooperation Partners").

1.2 In this context, Koelnmesse offers the possibility of advertising placement of materials such as [●●Video content, graphics, trailers, banner ads, hardware and/or software product presentations●●] ("Materials") in accordance with the advertising options described in Item 2 (collectively "Advertising Services") for companies ("Advertising Partners"), for a fee within the scope permitted by regulation. For certain advertising services, as well as for all publishers & developers of video games, admission as a partner of gamescom 2021 by booking the "gamescom premium package" is a prerequisite for booking advertising services.

1.3 The services of Koelnmesse are provided exclusively on the basis of the provisions in the Order Form (as defined in section 3.1), the written agreements between the parties with regard to the Advertising Form selected in the Order Form, and these General Terms and Conditions for Advertising Partners, including their annex(es) ("GTCs", together with the Order Form and the written agreements, the "Contract"). These GTCs and their annex(es) shall also apply to all future transactions, provided that they are of the same type and the Parties make reference to these GTCs.

1.4 The Advertising Partner's general terms and conditions do not apply, even if Koelnmesse does not object to their applicability separately. Any deviating or contradictory conditions therefore only apply if they have been accepted by Koelnmesse in writing.

1.5 Koelnmesse will save this text of the Contract after it has been concluded. The text of the Contract is not accessible to the Advertising Partner. This is the ground why the saving according to the preceding Item 1.4 is enabled.

2 Form of Advertising; Services provided by Koelnmesse

2.1 Advertising placements Show Formats

2.1.1 Advertising Partners have the possibility of purchasing advertising placements of materials in the gamescom Show Formats for a fee within the scope permitted by regulation.

2.1.1 The advertising placement of the Advertising Partner in the gamescom Show Formats is carried out in various forms specified in the Order Form, such as an integration of the Materials in a gamescom show format (each an "Advertising Form"). The available Advertising Forms can be found in the Order Form. The design of the specific Advertising Form is subject to an agreement between the parties within the scope of this Contract.

2.2 The services provided by Koelnmesse to the Advertising Partner are therefore conclusively defined in the Order Form and the written agreements between the parties regarding the Advertising Form selected in the Order Form.

2.2 gamescom ultimate upgrade

2.2.1 Partners of gamescom 2021 who have purchased the gamescom premium package can also purchase the "gamescom ultimate upgrade" at a price of EUR 40,000.00.

2.2.2 The "gamescom ultimate upgrade" includes the following services:
a) Highlighted integration in the Featured Content Section and in the main menu of gamescom now
b) Integration of content/livestreams on the stage (gamescom now homepage)
c) Integration of the logo in the carousel on the start page of gamescom now
d) Integration in the newsfeed on the start page of gamescom now
e) Extended individualization options of the partner pages on gamescom now

f) Integration as advertorial in the studio

2.3 banner advertorials

2.3.1 Advertising Partners have the possibility of purchasing placements of banner advertorials on gamescom now for a fee within the scope permitted by regulation.

2.3.2 The banners will be displayed in the format "Billboard Ad" (970 x 250 px) for desktop devices (PC, Tablets) or "Content Ad" (300 x 250 px) for mobile devices (Smartphones). The booking is only possible for both formats. The booking of only a single display type is not possible. The banners will be displayed on gamescom now beyond the duration of gamescom 2021 until September 30, 2021, 23:59 CET.

2.3.3 Koelnmesse is entitled to handle the technical integration and playout of the advertising media via an external service provider who operates the Ad Server.

2.3.4 In addition to the order form mentioned in Item 3.1, the advertising partner shall complete a briefing document for the installation of the advertising medium in order to process the booking. The technical instructions integrated in the briefing document must be observed.

2.3.5 The advertising partner is responsible for the creation of its advertising medium. If the service provider is commissioned with the creation or optimization of the advertising medium, this shall be associated with additional costs which are to be settled directly between the service provider and the advertising partner.

2.3.6 The latest delivery date for the integration of the advertising medium is 19.08.2021.

2.3.7 Koelnmesse warrants the best possible reproduction of the advertising medium in accordance with the usual technical standards within the framework of the foreseeable requirements. However, the Partner is aware that it is not possible to create a digital offer that is completely free of errors according to the current state of the art. In particular, there is no error in presentation if the impairment is caused by the use of unsuitable presentation software and/or hardware (e.g. browser) or by disruption of the communication networks of other operators or by computer failure at third parties (e.g. other providers), by incomplete and/or non-updated offers on so-called proxies (intermediate storage).

2.3.8 Notwithstanding Section 2.3.7, the average monthly availability of gamescom now at the data center network node is 97%. This does not apply to necessary planned maintenance work or malfunctions that are beyond the control of Koelnmesse, such as force majeure or failures due to faulty integration of scripts by the Partner. If possible, Koelnmesse will inform the Partner about planned maintenance work in good time in text form to the e-mail address provided in the online booking form. However, Koelnmesse expressly reserves the right to carry out unannounced maintenance work if necessary, especially if this is necessary for data and operational security.

3 Conclusion of Contract

3.1 The Advertising Partner can book the advertising services via the online booking form which can be accessed and completed via the gamescom website. Until the form is submitted, the Advertising Partner may change the information to be entered or delete the form at any time.

3.2 Submitting the form by clicking on the appropriate button constitutes the Advertising Partner's legally binding offer to purchase the corresponding Advertising Service. Koelnmesse will confirm the receipt of the offer to the Advertising Partner without delay by electronic means to the e-mail address that the Advertising Partner provided in the online booking form ("Confirmation of Receipt").

3.3 This Confirmation of Receipt does not yet constitute the acceptance of the Advertising Partner's offer by Koelnmesse. The contract for the purchase of the Advertising Service is only concluded once Koelnmesse has expressly accepted the Offer by sending a confirmation of registration by e-mail ("Conclusion of Contract"). Acceptance of the Advertising Partner's Offer is subject to the availability of the services ordered.

4 Regulatory Framework

4.1 Where required by law, Materials may be supplemented by legally required notices or overlaid by such notices.

4.2 The Advertising Partner is responsible for the content of the transmitted Materials and their legal admissibility. They may not violate any legal advertising prohibitions or restrictions. In particular, Materials may not violate the applicable joint advertising guidelines of the State Media Authorities and may not

1. violate human dignity,

2. include or promote discrimination based on sex, racial or ethnic origin, nationality, religion or belief, disability, age or sexual orientation

3. mislead or harm the interests of consumers, or

4. encourage behaviour which endangers health or safety, and to a large extent the protection of the environment.

4.4 The Advertising Partner undertakes, in accordance with the provisions of the law on the protection of minors, not to transmit any Materials or to advertise for content whose distribution in radio or telemedia is not permitted. In particular, he shall not transmit any Materials or advertise content whose distribution is punishable by law or which is likely to jeopardise the development of children or young people or their upbringing as independent and socially responsible individuals (e.g. indexed content).

4.5 In particular, the Advertising Partner undertakes not to transmit any Materials or advertise any content that relates to or contains the following topics or products:

1. nicotine, alcohol (exception beer, see item 4.5 b), cannabis and other addictive substances,

2. party politics, especially election advertising,

3. pornography,

4. gambling, lotteries, casino, poker, sports betting or similar,

5. items or in-game currency trading outside of first-party platforms or official offers, and

6. online key sales (e.g. MMOGA, G2A & Co), as long as they are not licensed dealers (e.g. Gamesplanet, Green Man Gaming, Humble Bundle).

4.6 The Advertising Partner may only transmit or advertise the following products as Materials after prior consultation and clarification with Koelnmesse

1. pharmaceutical products, drugs or medical treatments (including CBD oils, eye lasers etc.) and

2. beer (both alcoholic and non-alcoholic).

5 Obligations of the Advertising Partner

5.1 The Advertising Partner is obliged to provide Koelnmesse or the third party designated by Koelnmesse with all the Materials necessary for the creation of the Advertising Service in a timely manner, free of charge and in full. In doing so, the Advertising Partner is obliged to comply with the requirements specified in the Order Form with regard to content, time and technical design.

5.2 When providing the Materials, the Advertising Partner is also obliged to follow the specifications of the Cooperation Partners for the Materials and to design and transmit the Materials accordingly.

5.3 Koelnmesse or its designated Cooperation Partners are authorized to reject Materials and related services because of their content, design, form or technical quality. This applies in particular if Materials violate legal requirements, these GTCs or, contrary to good faith, the interests of Koelnmesse and its Cooperation Partners. The Advertising Partner must be informed immediately of the rejection and the reasons for it. In the event of rejection, the Advertising Partner is obliged to provide new Materials without delay to which the reasons for rejection do not apply. If the new Materials are made available late or not at all, Koelnmesse's claim to remuneration remains.

6 Rights of Use

6.1 Insofar as the Materials are copyright-protected works, the Advertising Partner irrevocably grants Koelnmesse the non-exclusive, geographically and temporally unlimited, sublicensable, transferable rights of use and exploitation of the Materials. The granting and transfer of rights applies to all known and unknown types of use and exploitation and is intended to enable Koelnmesse to exploit the Materials itself or through its Cooperation Partners for commercial and non-commercial purposes in the context of the creation and presentation of the gamescom Show Formats specified in the Order Form.

6.2 The granting of rights includes in particular the right:

6.2.1 to use the Materials as part of the gamescom Show Format specified in the Order Form in the manner specified in the Order Format and agreed between the parties;

6.2.2 to reproduce, change, edit, revise, extend or reduce, further develop, change the content, adapt and/or redesign the Materials for this purpose – while respecting the moral rights;

6.2.3 to reproduce the Materials, store them on any known storage media, and distribute, exploit, communicate them to the public, publicly perform, publicly display, make available to the public, broadcast and/or present, online or offline, in whole or in part, for viewing or in the Website, in the gamescom App or in any other presentation of gamescom, on TV, in media, in print or otherwise;

6.2.4 to broadcast, publicly perform or otherwise display the Materials in any manner independent of the method of transmission (including by satellite, on-demand, streaming and cable distribution), by any medium, whether visual or sound (including reproduction via online services, the Internet, radio or other technical means);

6.2.5 to provide the Materials or parts thereof with advertising;

6.2.6 to combine the Materials with other Materials or other creations;

6.2.7 to grant simple or exclusive rights of use, exploitation or editing in whole or in part to third parties; and

6.2.8 to use and exploit the performance results created by editing and other reworking in the same way as the original versions of the Materials.

6.3 Koelnmesse accepts the granting and transfer of rights.

6.4 The Advertising Partner guarantees that he will only provide Koelnmesse or the Cooperation Partners appointed by Koelnmesse with Materials for which it holds all the rights necessary for the exploitation and use of the Materials in accordance with sections 6.1 and 6.2.

7 Remuneration and Payment

7.1 The amount of the remuneration for the services under this Contract shall be determined by the Advertising Service selected and, if applicable, the length of time of the integrated Material and, if applicable, the other agreements between the parties. Koelnmesse's claim to remuneration for the services provided under this Contract is conclusively stated in the Order Form.

7.2 Koelnmesse will invoice for advertising services after the end of the gamescom 2021 Period.

7.3 The invoice amount is due immediately upon receipt of the invoice.

7.4 Koelnmesse does not owe the Advertising Partner any remuneration for the provision of services or the granting of the rights of use in accordance with section 6.

8 Secrecy and Confidentiality

8.1 The Parties undertake to treat the confidential information received from the other Party ("Confidential Information") as strictly confidential (i.e. in particular to refrain from unauthorized use, disclosure, publication or dissemination of such information), and to do so with at least the same care as they apply to their own Confidential Information. The receiving Party may use such Confidential Information only for the purpose of implementing and enforcing this Contract. The receiving Party may not use the Confidential Information for its own purposes or the purposes of third parties or make the Confidential Information the subject of applications for industrial property rights. The receiving Party shall not observe, examine, disassemble or test products and items provided which contain Confidential Information without the consent of the disclosing Party.

8.2 Confidential information is in particular any information, records, documents, notes, papers and electronic files which is subject to appropriate secrecy measures and which is marked as confidential or is to be considered confidential according to the nature of the information or the circumstances of the transmission. Confidential Information is also such information that becomes known during an oral presentation or discussion.

8.3 The obligation of secrecy and non-utilisation of the Confidential Information shall not apply if the Confidential Information

f) were known to the receiving Party prior to the notification,

g) were known or generally accessible to the public before the notification,

h) becomes known or generally accessible to the public after the notification without the participation or fault of the receiving Party,

i) essentially corresponds to information which has been disclosed or made accessible to the receiving Party by a third party entitled to do so, or

j) has been created or developed by the respective Party itself, provided that this is evidenced by written records of this Party or otherwise, and provided that no obligations set forth in this Contract are undermined.

8.4 Furthermore, the duty of confidentiality shall not apply in the event that one of the Parties is obliged to disclose Confidential Information under statutory provisions or by virtue of an unappealable decision of a court or administrative authority.

8.5 The Parties shall keep all documents or data carriers provided by the other Party separate from their other documents. The Confidential Information shall be protected against unauthorized access and unauthorized use by appropriate secrecy measures. This also includes technical security measures adapted to generally accepted process descriptions and industry standards and the obligation of employees to maintain confidentiality and observe data protection.

8.6 The information provided or parts thereof may only be disclosed to such Cooperation Partners, employees, bodies, agents, external consultants (e.g. lawyers) and/or permitted subcontractors (e.g. freelancers) of the respective receiving party and/or its permitted subcontractors (hereinafter referred to as "Representatives") who require the information in order to perform their tasks in accordance with the Contract, who have been appropriately informed of the confidentiality of the information provided, and who are themselves subject to appropriate confidentiality obligations. The Parties shall be liable for breaches of confidentiality by their Representatives and assistants as if they were at fault.

8.7 The receiving Party shall promptly notify the Disclosing Party in writing if it becomes aware of any unauthorized use or disclosure of the disclosing Party's Confidential Information and shall, upon request of the disclosing Party, take all reasonable steps to prevent any further unauthorized use or disclosure of the disclosing Party's Confidential Information.

8.8 Each Party shall, upon request of the other Party, return all Confidential Information received in writing or otherwise recorded, including any copies made, to the requesting Party within ten (10) days or confirm in writing that the Confidential Information has been destroyed, unless the other Party is entitled to the reclaimed information under the purpose of the Contract or is obliged to keep it independently under the statutory retention obligations. This does not apply to Confidential Information whose destruction is technically only possible with disproportionate effort, e.g. because it has been stored in a backup file due to an automated electronic backup system for the protection of electronic data, which is, however, overwritten at close regular intervals anyway.

8.9 The obligations of the Parties provided for in this confidentiality agreement shall continue to apply for five years after the termination of the contractual relationship between the Parties. This does not apply to business secrets, for which the obligations continue to apply as long as they are protected as business secrets.

8.10 The above provisions do not establish any rights of use under intellectual property law. All rights of use granted under this Contract shall remain unaffected by the above provisions of this section 8.

9 Liability of the Advertising Partner; Indemnification

9.1 The Advertising Partner is liable for the fact that his Materials, products, events, show formats or other activities do not violate any patent, utility model, copyright, trademark and/or design rights or comparable property rights of third parties or other legal regulations, in particular advertising, criminal and youth protection laws.

9.2 In particular, the Advertising Partner shall be responsible for ensuring that the Materials comply with all media, press and competition law requirements, in particular the requirements set out in sections 4.2 and 4.3.

9.3 The Advertising Partner shall indemnify Koelnmesse against all claims asserted by third parties against Koelnmesse, its Cooperation Partners and/or its licensees on account of the violation of the rights and legal provisions mentioned in section 9.1 by the Materials provided by the Advertising Partner within the framework of this Contract, insofar as the Advertising Partner is at fault. Koelnmesse will inform the Advertising Partner immediately of any claims asserted and, at its own discretion, either leave the defence to the Advertising Partner or coordinate the defence with the Advertising Partner. Koelnmesse will neither acknowledge nor make indisputable claims by third parties without consulting the Advertising Partner. The indemnification also includes all appropriate costs of defence incurred by Koelnmesse, including the customary attorney's fees, which are not limited to the statutory fees, official and court costs and all other necessary expenses.

9.4 If third-party rights or other legal provisions prevent the contractual use of the Materials, the Advertising Partner will, at its own discretion and at its own expense, either obtain the corresponding rights for Koelnmesse or replace or modify the affected parts of the service in such a way that third-party property rights and other legal provisions are not infringed, but agreed performance features are retained. If this is not possible for the Advertising Partner under reasonable conditions and within a reasonable period of time, Koelnmesse is entitled to the statutory rights.

10 Term and Termination of the Contract

1.1 The contract underlying these GTC shall commence upon the effective conclusion of the contract pursuant to Section 3.3 and shall continue until gamescom now is no longer available via the Website (expected 30. September 2021 23:59 CET). Ordinary termination is excluded.

10.2 However, either party has the right to terminate the Contract for good cause without notice. For Koelnmesse, good cause is in particular

a) the serious or repeated violation of the provisions of the Contract by the Advertising Partner;

b) the tortious act of an Advertising Partner or the attempt of such an act, e.g. fraud;

c) the violation of the Advertising Partner against applicable data protection regulations;

d) continuous operational disruptions due to force majeure beyond the control of Koelnmesse, such as natural disasters, fire, pandemics, or the collapse of power lines through no fault of Koelnmesse.

10.3 Any termination must be made in writing. Notices of termination by fax or e-mail preserve the written form.

11 Liability of Koelnmesse

The liability of Koelnmesse is finally determined by the following provisions.

11.1 Koelnmesse has unlimited liability for intent and gross negligence and for damages resulting from culpable injury to life, body or health.

11.2 In cases of slight negligence, Koelnmesse is liable for the violation of an essential contractual obligation. An essential contractual obligation within the meaning of this section 11.2 is an obligation whose fulfilment is essential for the execution of the Contract and on whose fulfilment the contracting Party may therefore regularly rely.

11.3 The liability according to section 11.2 is limited to the typical and foreseeable damage at the time of conclusion of the Contract.

11.4 The limitations of liability apply accordingly in favour of the employees, representatives and vicarious agents of Koelnmesse.

11.5 If a contractual service is not provided, not provided in time or not provided properly due to program-related reasons and/or other reasons for which Koelnmesse is not responsible, in particular reasons for which the Cooperation Partners are responsible, Koelnmesse's liability is excluded.

11.6 Any liability of Koelnmesse for guarantees expressly designated as such and for claims based on the Product Liability Act remains unaffected.

12 Final Provisions

12.1 The Contract language is German. The German version of these GTCs shall be decisive for the interpretation of the provisions. The English version is for information purposes only.

12.2 Should one or more provisions of these GTCs be or become invalid, this shall not affect the remaining provisions. Ineffective provisions are to be replaced, if possible, by such effective provisions that essentially achieve the intended economic goals.

12.3 In the event of contradictions between the Order Form and these GTCs, the provisions of the Order Form take precedence over the GTCs.

12.4 The substantive law of the Federal Republic of Germany shall apply to this Contract and all claims arising from and in connection with this Contract. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Contract.

12.5 If the Advertising Partner does not have a general place of jurisdiction in Germany or in another EU member state, or if the Advertising Partner is a businessman or has moved his permanent residence abroad after this Contract has become effective, or if the Advertising Partner's place of residence or habitual residence is unknown at the time when legal action is taken, the exclusive place of jurisdiction for all disputes arising from this Contract is the registered office of Koelnmesse.