

## CONTEST RULES

### PREAMBLE

- A. **THESE CONTEST RULES (“CONTEST RULES”) ESTABLISH THE GENERAL TERMS AND CONDITIONS FOR THE “CAPTAIN’S CLUB ANNIVERSARY LEADER BOARD CONTEST” (“CONTEST”) FOR PLAYERS OF THE ONLINE GAME “WORLD OF WARSHIPS”. THE CONTEST RULES CONSIST OF GENERAL CONTEST RULES (PART A) AND SPECIFIC CONTEST RULES (PART B).**
- B. **NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS CONTEST. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING.**
- C. **THIS CONTEST IS OPEN TO INDIVIDUALS WHO ARE OF AGE OF MAJORITY UNDER THE LAW OF THEIR STATE OF RESIDENCE. INDIVIDUALS WHO ARE UNDER THE AGE OF MAJORITY MAY PARTICIPATE ONLY IF THE PARENTS OR GUARDIANS OF THIS INDIVIDUAL CONSENT TO HIS/HER PARTICIPATION IN THE CONTEST ON THE TERMS ESTABLISHED BY THESE RULES.**

### GENERAL CONTEST RULES

#### Part A

##### 1. **Sponsor**

This Contest is organized by Wargaming Group Limited, (the “**Sponsor**”), 105 Agion Omologiton Avenue Nicosia 1080 Cyprus.

##### 2. **Eligibility**

- (a) Participation in this Contest is open only to individuals who enter in accordance with these Contest Rules. Due to local limitations individuals, residing in Russia, Belarus, Iran, Syria, North Korea, Hong Kong, Vietnam, Brazil or South Korea, are not eligible to participate in this Contest.
- (b) Notwithstanding the foregoing, the following persons are NOT ELIGIBLE to participate in this Contest: (i) employees of Sponsor who directly participate in organizing the Contest, its directors and agents (collectively – “**Sponsor Parties**”); (ii) parents, spouses, children, brothers and sisters of Sponsor Parties; and (iii) individuals living in the same household as Sponsor Parties.
- (c) Each Contest participant (“**Participant**”) is responsible for providing accurate information as to his/her name, age, and email or physical address, if such information is requested. Individuals that provide information to be incomplete, false or deceptive, will be ineligible to participate or (if they have already participated) to receive Prizes.
- (d) If an individual is under the age of majority, this individual may participate in the Contest only if the parents or guardians of this individual consent to his/her participation in the Contest on the terms established by these Rules. The Sponsor can request written confirmation of such consent at any time. If such confirmation is not presented upon Sponsor’s request by the individual participating/wishing to participate in the Contest, the Sponsor has the right to disqualify this individual.

##### 3. **Claiming a Prize**

The Prize winners will be notified through the social media, websites, forums and/or e-mail. Regulations for granting the prizes are set out in the specific part of these Contest Rules, Part B.

A potential Prize winner may be required to sign the following documents and return them via email (by .pdf file attachment) in order to receive a Prize (and subsequently return the original,

unmodified, executed documents by mail to Sponsor's address set forth above): (i) a tax form (e.g. W9); (ii) an Affidavit (or, where applicable, Declaration) of Eligibility and Liability Waiver.

Sponsor reserves the right to substitute a prize or any part thereof with a prize or element of equal or greater value in its sole discretion. If a Prize winner is not in compliance with these Contest Rules, this Prize winner will be disqualified.

#### 4. **Grant of Rights with respect to Participants**

By accepting these Contest Rules, each Participant grants Sponsor and its licensees the right to use the Participant's username, game play statistics and/or Prize information, user-generated content (including team logo) submitted to the Sponsor, and/or any portion of any of the foregoing, for promotional, advertising and/or publicity purposes with respect to the Contest in any media, throughout the world and in perpetuity, without compensation or notice to, or with further consent of, the Participant.

#### 5. **Waiver and Release of Liability by Participant**

- (a) The liability of the Sponsor and/or Sponsor Parties is unlimited for damages arising out of death, injury to body or health based as well as for damages that arouse from the lack of a guaranteed characteristic or in case of fraudulent intent.
- (b) The liability of Sponsor and/or Sponsor Parties is unlimited for damages caused by the Sponsor or Sponsor Parties by intent or gross negligence.
- (c) In case of a slight negligent breach of a contractual core duty Sponsor and/or Sponsor Parties shall, except in the cases pursuant to clause 5 (a) and 5 (d), only be liable to the amount of the typically foreseeable damage. Contractual core duties abstractly are such duties whose accomplishment enables proper fulfilment of the contract in the first place and whose fulfilment a contractual party regularly may rely on.
- (d) Liability stipulated by applicable law remains unaffected.
- (e) The limitation period for claims for damages shall be one (1) year, except in case of clause 5 (a), 5 (b) and 5 (d) where the statutory statute of limitations shall apply.

#### 6. **Tampering**

- (a) Sponsor reserves the right to disqualify and prohibit from participating any person, who is attempting to or has previously been sanctioned by the Sponsor for attempting to: (i) tamper with Sponsor's website and/or any part of the Contest; (ii) undermine the legitimate operation of the Contest by cheating, deception, or other unfair playing practices, (iii) annoy, abuse, threaten or harass any other Participants or Sponsor's Parties; and/or (iv) otherwise violate these Contest Rules or End User License Agreement ("**EULA**").
- (b) ANY ATTEMPT TO DELIBERATELY DAMAGE SPONSOR'S WEBSITE OR ANY OF SPONSOR'S GAMES (OR ANY PART OF EITHER) OR UNDERMINE THE OPERATION OF THIS CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD ANY SUCH ATTEMPT BE MADE, SPONSOR AND ITS LICENSEES (IF ANY) RESERVE THE RIGHT TO SEEK DAMAGES AND ANY OTHER AVAILABLE REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR ANY SUCH ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW. EACH PARTICIPANT (OR, IF THE PARTICIPANT IS NOT OF AGE OF MAJORITY IN HIS/HER STATE OF RESIDENCE, THE LEGAL GUARDIANS THEREOF) AGREES TO INDEMNIFY AND HOLD HARMLESS SPONSOR, SPONSOR PARTIES AND AFFILIATES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES AND/OR LIABILITIES (INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES) THAT MAY BE ASSERTED AGAINST OR INCURRED BY ANY OF THEM AT ANY TIME, IN CONNECTION WITH PARTICIPANT'S BREACHES OF ANY REPRESENTATION, WARRANTIES OR COVENANTS ASSOCIATED WITH THIS CONTEST.

**7. Sponsor's Right to Disqualify Participants and Terminate this Contest**

If there is any actual evidence of fraud, electronic or non-electronic tampering or unauthorized intervention with any portion of this Contest, or if fraud or technical difficulties of any sort (e.g., computer viruses, bugs, server errors) compromise the integrity of the Contest, the Sponsor reserves the right to disqualify suspect Participants and/or terminate the Contest. The use of any automated launching or entry software or any other mechanical or electronic means that permits the Participant to automatically enter, participate or evaluate repeatedly is prohibited. In the event of a dispute as to the identity of a Participant based on an email address, the Participant may be disqualified.

**8. General Terms**

- (a) This Contest is subject to these Contest Rules and is governed by the laws of the Republic of Cyprus. To the extent that the local law deprives the Participant of the protection afforded to him/her by provisions that cannot be derogated by virtue of the law of the country where the Participant has his/her habitual residence, the law of that country applies. The provisions of these Contest Rules do not exclude, limit or otherwise restrict the rights vested with the consumers upon relevant provisions of the applicable law nor may be construed by anyone in this way. By entering, each Participant agrees (or under the age of majority in his/her state of residence), his/her parent and/or legal guardian agrees) to comply with these Contest Rules and EULA.
- (b) In order to validly enter and in order to claim the Prize, Participants may be required to provide Sponsor with certain personally identifiable information such as name, residential address, email address and/or other contact and/or tax information. Such information may be used for the purposes specifically described in these Contest Rules.
- (c) The invalidity or unenforceability of any provision of these Contest Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Contest Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.
- (d) All taxes, fees and surcharges on the Prize are the sole responsibility of the Prize winner. In the event that the selected winner of the Prize is ineligible or refuses the Prize, the Prize will be forfeited and Sponsor, in its sole discretion, may choose whether to award the Prize to another Participant in the Contest.

## SPECIFIC CONTEST RULES

### Part B

#### 1. Nature of the Contest

To become a Contest Participant, a user needs to do all of the following:

1. Press the “Participate” button in the [Captain’s Club portal publication](#) (“Publication”) that will be available for each specific week of the Contest (to proceed, the user will be asked to log in into their game account on eu.wargaming.net, na.wargaming.net or asia.wargaming.net or create a game account if the user does not have one).
2. Join Captain’s Club and accept its terms and conditions at [Captain’s Club T&Cs](#). If the user is already a member of Captain's Club, the user can skip this step.
3. Play at least one Random Battle in the Game during the following period (“**Contest Period**”):

**Week 1: from 10 October 2024 (14:00:00 UTC) to 16 October 2024 (05:00:00 UTC);**

**Week 2: from 17 October 2024 (14:00:00 UTC) to 23 October 2024 (05:00:00 UTC);**

**Week 3: from 24 October 2024 (14:00:00 UTC) to 30 October 2024 (05:00:00 UTC).**

All Participants will be then ranked by the total amount of Base XP that they are able to earn in all Random Battles during any particular week of the Contest Period. If two Participants have the same amount of Base XP earned, the one who earned it earlier will be ranked higher.

The Participants need to earn Base XP in the Random Battles played within the specific contest week to be eligible for ranking in that week.

Contest results of each Contest week will be announced on a leaderboard on the following day after its completion.

Please note: each week of the Contest will have its own rankings and winners independent of the other weeks.

If Participant wins a prize during one of the Contest weeks, this Participant is no longer eligible to win any prizes during the following Contest weeks.

If a Participant who has taken a particular place in the leaderboard is ineligible to win a prize, his/her prize will be provided to the Participant ranked next.

#### 2. Prizes

Prizes will be provided to each of its eligible winners as follows:

The top four (4) ranked players (see section 1 above to find out how they are ranked) of the Contest Week 1 will receive the prizes as follows:

1<sup>st</sup> place – AMD Ryzen 7800XT GPU graphics card, AMD Ryzen™ 7 7800X3D gaming processor – (approximate retail prize USD 470 and USD 445 accordingly) and one World of Warships in-game bonus code containing Premium Ship VII container with random Tier 7 ships as rewards (approximate retail price is 40 USD);

2<sup>nd</sup> place – AMD Ryzen 7800XT GPU graphics card, AMD Ryzen™ 7 7800X3D gaming processor - (approximate retail prize USD 470 and USD 445 accordingly) and one World of Warships in-game bonus

code containing Premium Ship VII container with random Tier 7 ships as rewards (approximate retail price is 40 USD);

3<sup>rd</sup> place – a custom-designed “Captains Club, World of Warships” neon sign (approximate retail price USD 150) and one World of Warships in-game bonus code containing Premium Ship VII container with random Tier 7 ships as rewards approximate retail price is 40 USD);

4<sup>th</sup> place – a customized ballpen with wood from the “North Carolina” deck (approximate retail price is USD 99).

The top five (5) ranked players (see section 1 above to find out how they are ranked) of the Contest Week 2 will receive the prizes as follows:

1<sup>st</sup> place – 1x ROG Strix G16 gaming laptop (approximate retail price is USD 1249) and one World of Warships in-game bonus code containing Premium Ship VII container with random Tier 7 ships as rewards (approximate retail price is 40 USD);

2<sup>nd</sup> place – 1x ASUS ROG Ally handheld gaming console (approximate retail price is USD 649) and one World of Warships in-game bonus code containing Premium Ship VII container with random Tier 7 ships as rewards (approximate retail price is 40 USD);

3<sup>rd</sup> place - 1x ROG Swift OLED PG49WCD monitor (approximate retail price is USD 1,499) and one World of Warships in-game bonus code containing Premium Ship VII container with random Tier 7 ships as rewards (approximate retail price is 40 USD);

4<sup>th</sup> place - a custom-designed “Captains Club, World of Warships” neon sign (approximate retail price USD 150);

5<sup>th</sup> place – a customized ballpen with wood from the “North Carolina” deck (approximate retail price is USD 99).

The top five (5) ranked players (see section 1 above to find out how they are ranked) of the Contest Week 3 will receive the prizes as follows:

1<sup>st</sup> place – “Cooler Master” MasterHUB modular streamer kit (approximate retail price USD 399), a custom-designed “Captains Club, World of Warships” neon sign (approximate retail price USD 150) and one World of Warships in-game bonus code containing Premium Ship VII container with random Tier 7 ships as rewards (approximate retail price is 40 USD);

2<sup>nd</sup> place – “Cooler Master” MasterHUB modular streamer kit (approximate retail price is USD 399), a customized ballpen with wood from the “North Carolina” deck (approximate retail price is USD 99) and One World of Warships in-game bonus code containing Premium Ship VII container with random Tier 7 ships as rewards (approximate retail price is 40 USD);

3<sup>rd</sup> place - “Cooler Master” MasterHUB modular streamer kit (approximate retail price is USD 399), Lenovo Legion laptop backpack (approximate retail price USD 99) and one World of Warships in-game bonus code containing Premium Ship VII container with random Tier 7 ships as rewards (approximate retail price is 40 USD);

4<sup>th</sup> place - “Cooler Master” MasterHUB modular streamer kit (approximate retail price is USD 399);

5<sup>th</sup> place - “Cooler Master” MasterHUB modular streamer kit (approximate retail price is USD 399).

### **3. How the Prizes are provided**

#### **Physical Prizes:**

**Individuals residing in Australia, Bangladesh, Brunei, Cambodia, China, Cook Islands, Fiji, India, Indonesia, Japan, Kiribati, Laos, Malaysia, Maldives, Myanmar, Nepal, New Zealand, Philippines,**

**Singapore, Solomon Islands, Sri Lanka, Thailand, Tonga or Tuvalu are not eligible to win any physical prizes in this Contest.**

In order to request the information necessary to deliver the physical prizes, Sponsor shall not later than **15 November 2024** contact the winners via emails linked to winners' Game accounts. The information requested may include name, delivery address and contact phone number. The winner shall have 10 calendar days to provide the requested information, otherwise the prizes can be considered forfeited. Prizes will be sent for shipping to winners within 30 days of the day when the requested information is provided in full. The actual delivery date may vary depending on the country of delivery.

**Virtual Prizes:**

Virtual prizes that are World of Warships in-game bonus codes will be provided not later than **15 November 2024** via the winner's Captain's Club account.

In order to receive the prize, which will be provided in the form of a voucher with redeemable electronic code, the winner will need to log in to their Captain's Club account. The winner shall have sixty (60) calendar days from the date of receipt to redeem such code, otherwise the prize can be considered forfeited.

**Due to local legal limitations in Japan, if Participants residing in Japan win the prize, such Participants will have to enter into an additional agreement with the Sponsor to receive the prize.**