

GENERAL TERMS AND CONDITIONS

(Allgemeine Geschäftsbedingungen)

If you do not agree to any of the Battle4.me Agreements or terms that are applicable to you, do not use the Service or any services offered by the Service. IN ALL EVENTS, BY ENTERING ACCESSING, BROWSING, SUBMITTING INFORMATION TO, PARTICIPATING IN BATTLES AND CHALLENGES, OR OTHERWISE USING THIS WEBSITE, YOU AGREE TO COMPLY WITH AND BE BOUND BY THE [CODE OF CONDUCT](#) AND THIS GENERAL TERMS AND CONDITIONS.

1. Scope

The following terms and conditions ("GTC") apply to the contractual relationship between you, the participant ("Battler") of the Battle4.me social media competition ("Battle"), and us, Battle4.me GmbH, Gaudystr. 12, 10437, Berlin German ("Battle4.me"), who is organizing the Battles on the website <http://battle4.me/> ("Website") and, if any, in the Battle4me App.

By accessing and using the Website, you agree to be bound by these GTC, including the [Privacy Policy](#), which is incorporated by reference. If you do not agree with these GTC, you must immediately stop using the Website.

2. Registration

You may register as a Battler to the Battle via the Website and, if any in the future, by the Battle4.me App. Your registration, use of the Website (and if any Battle4.me App) and participation in the Battles is free of charge. We reserve the right to offer paid premium services which would be subject to separate terms and conditions.

We may ask that you provide your registration information via a third party account (such as Facebook), in which case you consent to our access to the third party account and the respective content; your access to the Website remains subject to compliance with the terms and conditions of the third party account and applicable privacy settings.

We will collect from your third party account information such as name, address and email address, and other information. Your Battle4.me account is activated by following the instructions after log-in to the third party account.

You are solely responsible for the use of your account, irrespective of who is utilising it, whether with or without your permission. You must keep your account information secure. You agree not to give out your email with your account information or give access to any third party, and to take all measures to prevent a third party from accessing your account, even without your knowledge. You indemnify us for any loss or damage we suffer as a result of unauthorised access to your account.

You warrant and represent that all information provided to us is accurate, complete and not misleading and remains so. You must notify us of any change to such information.

Only users with full legal competency and those acting with the consent of their legal representatives are authorised for registration.

3. Conditions of Use

You accept and acknowledge the following conditions to access and use of the Website (and if any, of the Battle4.me App) and the Battles:

- you are over the age of 18 (or over the age of 14 and under the supervision of a parent or legal guardian);
- you represent that you have capacity to form a binding contract in your jurisdiction;
- you will only represent yourself and will not create false aliases or impersonate any other person or entity (with or without their consent);
- you only use the Website for lawful purposes;
- you comply with the [Code of Conduct](#);
- Apple Inc. or Google Play are not involved in any way with the Battle4.me Social. Video. Challenge.

We reserve the right to refuse to provide you with access to the Website (and if any, to the Battle4.me App), if it is brought to our notice or if it is discovered that you are not an eligible user or have breached these GTC.

4. Scope of service, Battle changes, Cancellation of the Battle

We provide and conduct Battles on the Website (and if any in the Battle4.me App). Battle4.me determines for each Battle specific conditions what each Battler is obliged to submit and perform, as well as the award. By participating in the Battle, you agree to comply with these conditions. If you do not meet the conditions or conflict with the [Code of Conduct](#), Battle4.me may exclude you from the Battle and, if any, withhold the award and, if already received, claim back the award from you.

Battle4.me reserves the right to replace the announced battle items by others and to make changes to the Battle deadlines, tasks and conditions as necessary, while maintaining the overall character of the Battle.

The Battle may be cancelled any time for a compelling reason, for example in case of force majeure, or an insufficient number of Battlers. In such case the Battlers shall be informed without delay. A cancellation because of an insufficient number of Battlers shall be communicated no later than 1 (one) day in advance of the scheduled date of the Battle. There shall be no claim for compensation of any expenses associated with cancelled Battle, unless the cause for the cancellation has been caused by Battle4.me intentionally or by gross negligence.

In the event that the performance of the Battle is impaired, Battle4.me endeavors to take all reasonable measures to help to cure or alleviate the disruption.

5. Battler's Content

Content shall mean all digital materials, including without limitation all text, videos, alt tags, feedback, graphics, photographs, trademarks, logos, sound, music, artwork and computer code.

Battlers grant Battle4.me with a perpetual, non-exclusive, royalty-free, irrevocable and worldwide right and license to use their generated and/or uploaded Content in connection with the Website (and if any the Battle4.me App) and/or the Battles in any way, including, without limitation, by reproducing, creating derivative works in, communicating the Content to the public, synchronize with commercials, videos, movies, music and advertisement as well as in connection with any other commercial use, and permit Battle4.me to authorize any other person to do the same.

Battlers also grant Battle4.me with the right to transfer and sub-license said rights to any third party, and to edit and amend the Content in our sole discretion, and to delete the Content (this will not affect the Content posted/uploaded on third parties' accounts).

Battlers warrant that they have the permission to grant said rights in their generated and/or uploaded Content (including the persons depicted in the videos), and that the Content will not infringe third parties' rights. Battlers hold Battle4.me harmless of any damages arising from non-compliance with this warranty, such as copyright or personal rights infringements.

We make no guarantees about the accuracy, currency, suitability, quality or legality of Battler's Content, and we assume no responsibility for unintended, objectionable, inaccurate, misleading or unlawful Battler's Content. We also do not warrant the accessibility of the Content posted or incorporated on third parties' accounts as such Content may at any time (without our knowledge) be non-available any more.

We are not responsible for Battler's Content that contains or delivers viruses, Trojan horses, worms, spyware, malware, or other harmful content or code. Rather, you are responsible for installing, maintaining and using effective anti-virus and spyware prevention technologies.

6. Suspension of Use

Battle4.me may without notice any time

- suspend access to the Website (and if any, to the Battle4.me App) or disconnect during any technical failure or maintenance period;
- choose at our sole discretion to block or deny any particular Battler with access to any of the Content or the Website (and if any, to the Battle4.me App), especially when we realize that you do not comply with these GTC or the [Code of Conduct](#); and
- make improvements or changes to the Website and the Content at any time without notice. We do not warrant that the IT architecture or navigation will not change now or at any time in future.

7. Take Down Notice and Copyright

Battle4.me takes all reasonable steps to monitor the Content published by Battlers on the Website (and if any, in the Battle4.me App). We aim to remove all Content as soon as practical after we are notified

that it may be a breach of copyright, other intellectual property rights, is defamatory or otherwise claimed to be offensive or illegal in any way.

To notify Battle4.me of a claimed infringement of copyright or else, please send us a notification to contact@battle4.me.

Battlers acknowledge and agree that if we receive a notice of a claim of infringement, we may immediately remove the Content from the Website (if any, also from the Battle4.me App) and from the Battles without further notice to the Battler that uploaded it.

Battlers also acknowledge that Battle4.me has no right to, and will not, force third parties (such as Facebook) to remove Content from third parties' accounts and websites. Battlers should therefore also notify and inform the third party of any infringement in this regard. Battle4.me undertakes no liability with respect to infringing Content on third parties' websites and accounts.

All Battle information and Content provided by Battle4.me is protected by copyright. Except as necessary to use the Website in accordance with these GTC, without our express written permission, you shall not reproduce, replicate, copy or otherwise exploit the Website or Battle4.me's Content for your own commercial or other purposes.

8. Limitation of Liability and Indemnification

Battle4.me shall be liable without limitation for damages resulting from injury to life, limb or health which occur due to a breach of duty by Battle4.me or one of its legal representatives or vicarious agents. Battle4.me shall also be liable without limitation for damages owing to a lack of a characteristic warranted by Battle4.me or due to malicious conduct by Battle4.me. In addition, Battle4.me shall be liable without limitation for damages due to intent or gross negligence by Battle4.me or one of its legal representatives or vicarious agents.

Apart from the cases set out above, Battle4.me's liability shall be limited to typical foreseeable contractual damages in the event of a breach of any of its cardinal contractual duties due to slight negligence. Cardinal contractual duties are an abstract description of those obligations whose fulfilment is indispensable for the proper implementation of an agreement and on whose fulfilment the contracting parties can usually rely. Any other liability on the part of Battle4.me is excluded. Liability pursuant to the German Product Liability Act shall remain unaffected.

You agree to defend, indemnify and hold Battle4.me harmless from and against any claims, liabilities, damages, losses and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with any culpable violation of these GTC.

9. Termination

We may end the agreement formed by these GTC with you immediately and any time by giving you notice. It is not essential to provide reasons for the termination. Where these GTC have been terminated you must immediately cease using the Website (and if any, the Battle4.me App).

10. Applicable law and Miscellaneous Provisions

This agreement and the entire contractual relationship between Battle4.me and the Battler are subject to the laws of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods (CISG), even if the Battler has his personal or company domicile abroad. In relation to consumers, this choice of law shall only apply insofar as the consumer is not deprived of such protection which is provided by mandatory statutory provisions, i.e. which cannot be waived by private agreement, of the country in which the consumer has his habitual residence.

The courts at the domicile of Battle4.me shall have exclusive jurisdiction – to the extent permissible – to determine any disputes between the Parties arising under this GTC.

We may in our absolute discretion amend these GTC at any time, which shall become effective by giving you notice.

11. Rules

- Win exciting products with Battle4.me
- Download app
- Select your product
- Create a 15 sec. video according to your chosen task
- Post your video on your personal social media channels
- Collect as many likes as you can
- Win the product
- Have fun and be as creative as you can with your video but refrain from producing and presenting obscene, abusive or violent content on and through the Battle4.me app. If any of your videos are of this sort, they will be taken down and, as a result, you will be blocked from all battles in the future.
- Apple is not involved in any way with Battle4.me and the social media challenges Battle4.me provides.

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