

# GENERAL TERMS AND CONDITIONS OF USE FOR THE GAZPROM-FOOTBALL.COM PLATFORM

## § 1 Scope / provider / authority to amend

Access to and use of the [www.gazprom-football.com](http://www.gazprom-football.com) website (hereinafter referred to as 'website') are the object of the following terms and conditions of use which are legally binding with respect to the relationship between the registered user and GAZPROM Germania GmbH, Markgrafenstrasse 23, 10117 Berlin (hereinafter referred to as 'GAZPROM Germania') as the provider of the website. If the user does not accept the validity of these terms and conditions of use, it is not possible for him to register for this website.

The terms and conditions of use that apply in each case can be downloaded and printed out from <https://www.gazprom-football.com/en/nutzungsbedingungen.htm>. The terms and conditions of use are not retained by GAZPROM Germania after the conclusion of the contract.

In addition, special conditions (hereinafter referred to as 'supplementary conditions') apply when using certain offers on the website, particularly prize competitions. Users are advised of these types of supplementary conditions before they use a particular offer.

GAZPROM Germania reserves the right to change or to append the terms and conditions of use at its own discretion at any given time after an appropriate notification period. The user will be informed of any forthcoming changes or additions by email; the email includes a link to the amended terms and conditions of use. Provided that the user does not object to the change in writing within 7 days after he has been notified, this shall be deemed as an approval of the change; the user will be advised of this. If the user objects within the notification period, the operator is entitled to terminate the user's registration with immediate effect.

The language of contract is German. Translations of these terms and conditions of use serve informational purposes only. In case of contradictions or differences in interpretation between the German version and other languages, only the German version and its interpretation are relevant.

## § 2 Registration / conclusion of the contract

The contract governing the use of the website as a registered user enters into force when the registration process is concluded. The user must set up a user profile to register and specify a user name and password for this ('login details'), and provide additional information (name, postal address, user's current email address, among other details). Registration has been completed when the user activates the confirmation link which is sent to him by email by GAZPROM Germania after he has created his user profile.

Only natural persons aged 18 and above are permitted to register. Each user may set up one user profile only. The user shall guarantee that the profile data provided by him when he sets up his user profile are associated with him (and not a third party) and that they are accurate and complete.

## § 3 Use of the website

The website can be accessed free of charge.

The content-related design of the website is at GAZPROM Germania's sole discretion. The user shall not have any right to maintain the website or individual offers or functions on the website.

GAZPROM Germania is at liberty to restrict access to the website due to maintenance work, capacity issues and due to other events which are not within its control, in whole or in part, temporarily or permanently.

#### **§ 4 Provision of data and information**

Information and data ('content') and the design of the website are protected by competition law, copyright law, trademark law, copyright of titles law and other protective rights in favour of GAZPROM Germania or its licensors.

Content that can be accessed on the website is made available by GAZPROM Germania to the user solely for his own private use and is not provided for commercial or other business purposes. Within the prescribed framework, GAZPROM Germania grants the user the right to store or copy the content provided on this website in whole or in part. The use and publication of redesigned or edited content, especially text, portions of text, images, audio data or moving images, and any other content that is not intended for individual private use, or any use that is not expressly permitted by copyright law, especially any commercial use and/or use of the website, or parts thereof, by way of the duplication and/or communication publicly or by any other means is not permitted without the prior written consent of GAZPROM Germania.

#### **§ 5 Obligations of the user / surrender of use / exemptions**

The user is obligated to neither entrust to GAZPROM Germania nor to post any content on the website that violates any statutory provisions third party rights or public moral standards. The user does not have any claim to the publication of his content on the website. GAZPROM Germania is entitled to remove content created by users from the website, especially if there are indications that the content violates applicable law, third party rights or public moral standards.

The user grants GAZPROM Germania the non-exclusive right, unrestricted with respect to time, place and content, to make all content he has provided on the company's own website or social media platforms accessible to the public free of charge and grants GAZPROM Germania the right to edit and to publish the content in its edited form, and in doing so is not obligated to acknowledge the user as the author.

The user assures that he is entitled to transfer the rights to the content that he has made available and assures that the use of the content as specified does not infringe any third party rights.

The user may specifically only make content available if he has obtained the prior consent of the person who has created the photo and the people who are pictured on the photo and that they are in agreement with the creation and the actual use of the photograph.

The user exempts GAZPROM Germania from all third party claims which they could assert against GAZPROM Germania because their rights have been violated, especially with respect to infringements of copyright and protective rights, violation of general personal rights or other legal infringements due to content made available by the user. The user shall compensate GAZPROM Germania for all reasonable costs incurred by a possible legal defence action that results from his content which violates the law.

## **§ 6 Liability**

GAZPROM Germania shall make all reasonable efforts to provide information on this website which is correct and complete. However, GAZPROM Germania shall not accept liability or make any guarantee that the content provided on this website is up-to-date, correct and complete. The following unlimited liability applies: GAZPROM Germania shall have unlimited liability for acts of intentional and gross negligence under the terms of the German Product Liability Act. In the event of ordinary negligence, GAZPROM Germania shall be liable for damages arising as a result of injury to life, limb or health.

Furthermore, the following limited liability applies: in the event of ordinary negligence, GAZPROM Germania is only liable in the event of breach of a material contractual duty, whose fulfilment is a prerequisite for the proper execution of the contract and for which compliance may be relied upon as a matter of course by the user (cardinal duty). In the event of liability for ordinary negligence, the amount of liability is limited to the amount of the foreseeable damage that would typically be expected to be incurred in the event of such a liability at the time when the contract was concluded. This limitation of liability also applies in favour of vicarious agents of GAZPROM Germania.

## **§ 7 Data protection**

The collection, processing and utilisation of the user's personal data shall be carried out by GAZPROM Germania solely in accordance with the 'data protection policy'.

## **§ 8 Final provisions**

These terms and conditions of use and the entire legal relationship between GAZPROM Germania and the registered user of the website are governed exclusively by German law.

Should individual provisions of the terms and conditions of use be or become invalid, this shall not affect the validity of the remaining provisions.