

TERMS OF USE

QRching

English version

Last updated: 5 August 2026

<https://qrching.com>

1. General provisions

These Terms of Use (the “Terms”) govern the use of the website <https://qrching.com>, the QRching web application and mobile application (together, the “Platform”). The Platform is operated by QRching UG (haftungsbeschränkt) (“QRching”, “we”, “us”).

QRching provides technical infrastructure for QR-code marketing, free prize draws and related campaigns. If an individual campaign is organised by a third party (the “Sponsor”), the Sponsor determines its rules, prizes and conditions of participation unless expressly stated otherwise. QRching may also organise its own campaigns.

By creating an account, clicking an acceptance button or continuing to use the Platform after receiving the Terms, you enter into an agreement with QRching for use of the Platform. The Privacy Policy and the applicable rules of a specific campaign form part of the contractual documentation. Individual terms take precedence only to the extent that they expressly regulate the relevant matter.

2. Provider and contact

QRching UG (haftungsbeschränkt), Bettina-von-Arnim-Straße 4, 92637 Weiden i.d.OPf., Germany.
Registration court: Amtsgericht Weiden i.d.OPf.; commercial register: HRB 6622; VAT ID: DE348352084.

General enquiries, complaints and notices: support@qrching.com. This address is also the contact point for child-safety matters, the prevention of child sexual exploitation and CSAM.

3. Eligibility and age

The Platform is intended for persons aged 13 or older. Users aged 13–15 may use the Platform only with the consent of a parent or legal guardian where such consent is required by applicable law. Participation in campaigns with cash prizes is permitted from the age of 16, while creating and funding campaigns as a Sponsor is permitted only from the age of 18.

The rules of a specific campaign, the laws of the user’s country or the method of awarding a prize may impose a higher age requirement. Users must provide their true age. QRching and the Sponsor may request reasonable proof of age and identity before enabling a feature or awarding a prize.

4. Account and access

An account is required for certain features. Users must provide accurate and current information, protect access to their email account and not transfer their account to third parties. QRching uses passwordless login by means of a code sent to the email address associated with the account and may use other secure authentication methods.

Users are responsible for activity through their account where such activity became possible because they failed to take reasonable security measures. Suspected unauthorised access must be reported promptly to support@qrching.com.

5. Platform functions and QRching’s role

Users can find campaigns, scan QR codes, enter available prize draws, receive notifications and manage their profile. Adult users may create and administer campaigns if they meet the Platform’s requirements.

QRching provides a technical service and does not become the organiser of a third-party campaign, the seller of its goods or a party to the relationship between the Sponsor and the participant. QRching does not guarantee the commercial outcome of a campaign, the number of participants or receipt of a particular prize; this does not limit QRching's obligations in relation to its own campaigns or mandatory consumer rights.

6. Campaigns, participation and prizes

Participation in prize draws on the Platform is free and does not require a purchase or monetary stake. The paid campaign-creation service for a Sponsor is not a participant's stake and does not increase the chance of winning. If a third-party campaign involves a separate purchase outside the prize-draw mechanism, this must be clearly disclosed and may not be a condition of participation unless expressly permitted by law.

Separate rules may apply to each campaign, including its duration, territory, eligible participants, scan limits, prizes, winner-selection procedure and prize delivery. Participants must review them before entering. In the event of a conflict, the campaign rules take precedence only in matters relating to that campaign and may not disapply mandatory user rights.

The winner must provide accurate information within the specified period where this is necessary to verify eligibility and deliver the prize. If the winner does not respond, does not comply with the rules or has provided inaccurate information, the Platform may transfer the relevant cash prize to the guarantee fund. Taxes and mandatory charges are allocated in accordance with applicable law and the campaign rules.

7. Sponsors' obligations

The Sponsor confirms that it is entitled to run the campaign, provide the advertised prizes and use uploaded materials. The Sponsor is responsible for the legality of the rules, advertising, prizes, age and territorial restrictions, tax and permit requirements, and for timely delivery of the prize.

Sponsors may not create misleading, unlawful or gambling-like campaigns, require a participant to place a stake, conceal material terms or use the Platform to sell prohibited goods. QRching may request documents, suspend a launch or remove a campaign where there is a reasonable suspicion of a violation.

8. User content and third-party links

Users retain their rights in content they upload and grant QRching a non-exclusive, worldwide, royalty-free licence to store, technically reproduce, display and distribute it only to the extent necessary to operate, promote and protect the Platform and the relevant campaign. The licence ends when the content or account is deleted, except for backups, mandatory retention and legal claims that have already arisen.

Users warrant that they have the necessary rights and consents for their content. Third-party websites, social networks, payment services and materials are controlled by their respective providers; QRching is not responsible for their content, without prejudice to any liability that cannot be excluded by law.

9. Prohibited conduct and content

The following are prohibited: unlawful, fraudulent, discriminatory, threatening or misleading content; infringement of third-party rights; spam, malicious code and interference with security; unauthorised automated bulk actions; circumvention of age, territorial or technical restrictions; multiple accounts to increase chances of winning; manipulation of QR codes, results or payouts; impersonation; and publication of another person's personal data without a lawful basis.

Organising or promoting gambling, betting, unlawful financial schemes, drugs, weapons, sexual services or other age-restricted or legally restricted goods and activities is prohibited unless QRching has confirmed their permissibility in writing in advance and all legal requirements have been met.

10. Child protection and prevention of CSAE/CSAM

QRching has a zero-tolerance policy towards child sexual abuse and exploitation. For this section, a child or minor is any person under 18. “CSAE” means child sexual abuse and exploitation, including grooming, sextortion, child sex trafficking, sexualisation, solicitation for sexual acts and other conduct that sexually exploits, abuses or endangers a child. “CSAM” means any visual material, including photographs, videos and computer-generated images, depicting a minor engaged in sexually explicit conduct.

Creating, uploading, storing, requesting, offering, selling, transmitting, distributing, advertising, linking to or otherwise facilitating CSAE or CSAM is strictly prohibited. Attempts to contact a child for sexual exploitation, sextortion, exchange of intimate material with minors, child trafficking and circumvention of child-safety measures are prohibited.

Upon obtaining actual knowledge or a substantiated report of potential CSAM, QRching reviews the matter without undue delay and, where necessary, removes or restricts access to the material, blocks features or accounts, preserves data to the extent permitted by law and cooperates with competent authorities. Confirmed instances of CSAM are reported to the National Center for Missing & Exploited Children (NCMEC), where applicable, or to the competent regional or national authorities in accordance with law.

Do not download, forward or attach suspected CSAM to an ordinary report. It is sufficient to report the location of the material, the user or campaign identifier and other safe information. If a child is in immediate danger, contact the police or emergency services in your country.

11. Complaints, moderation and measures

A violation may be reported using the in-app “Report” function for a user, item of content or campaign, or through the integrated support channel. Reports are also accepted at support@qrching.com. A report should, where possible, include a link, campaign or user identifier, description and safe supporting information.

QRching reviews reports according to urgency and risk and may request further information, hide or remove content, restrict features, suspend or close an account, and disclose information to competent authorities. Measures must be proportionate unless immediate action is necessary to protect a child or users or to comply with the law. Users may appeal a decision via support@qrching.com. Knowingly false or abusive reports are prohibited.

12. Sponsor payments and prize payouts

Paid services for Sponsors are paid for by the methods displayed on the Platform through payment service providers. Mandatory consumer rights to withdrawal, reimbursement or remedy remain unaffected; performance of a digital service before the withdrawal period expires begins only once the necessary declarations have been made by the user.

Prize-payment data is verified to the extent necessary to prevent fraud and comply with the law.

QRching does not store full payment-card details where processing is carried out by a payment service provider. Recipient-bank fees, currency conversion and taxes may depend on the country and payment method.

13. Intellectual property

QRching’s software, design, trade names, databases and materials are protected by law. The Terms grant the user a limited, revocable, non-exclusive and non-transferable right to use the Platform for its intended purpose. Copying, decompilation, data extraction, resale of access and creation of derivative services are prohibited except where expressly permitted by law.

14. Availability, updates and changes to functions

QRching seeks to keep the Platform available and secure but does not guarantee uninterrupted operation. Technical interruptions, maintenance, updates and restrictions by territory, device or application version may occur. Material changes that adversely affect a consumer service already paid for will be made only on a lawful basis and in compliance with mandatory user rights.

Users must install critical security updates. If an older version can no longer operate securely, access to it may be discontinued after reasonable notice unless immediate action is required for security.

15. Suspension and termination of access

Users may stop using the Platform at any time. QRching may temporarily restrict or terminate access in the event of a material breach of the Terms, a security risk, fraud, a legal requirement or discontinuation of the service. Where reasonable and where the law does not require immediate action, the user will be informed of the reason and given an opportunity to remedy the breach or appeal the decision.

Account deletion may be requested through the account settings, if available, or by emailing support@qrching.com from the email address associated with the account and stating the account address and nickname. Partial deletion of data is not available. Data is deleted or irreversibly anonymised except for information that must be retained temporarily by law, for accounting and tax records, payouts, fraud prevention, unresolved claims or the defence of legal claims. Details and retention periods are set out in the Privacy Policy.

16. Liability

QRching has unlimited liability for intent and gross negligence, injury to life, body or health, guarantees, liability for defective products and other cases in which limitation is prohibited by law. In cases of ordinary negligence, QRching is liable only for breach of a material contractual obligation; liability is limited to typical foreseeable loss.

QRching is not responsible for the performance of obligations by an independent Sponsor or third-party payment or social service unless QRching is at fault in its selection or integration or has committed its own breach. Nothing in the Terms limits mandatory consumer rights, data-protection requirements or remedies that cannot be excluded by contract.

17. Governing law and disputes

The laws of the Federal Republic of Germany apply, excluding conflict-of-law rules and the United Nations Convention on Contracts for the International Sale of Goods. For consumers, this choice does not deprive them of the protection of mandatory provisions of the country of their habitual residence. Mandatory rules on jurisdiction remain unaffected.

QRching is neither obliged nor willing to participate in dispute-resolution proceedings before a consumer conciliation body (§ 36 VSBG). Users may first submit a complaint to support@qrching.com. The right to bring court proceedings is not restricted.

18. Amendments to the Terms

QRching may amend the Terms for valid reasons, in particular due to changes in law, app-store requirements, functions or security threats. Registered users will be notified of material changes within a reasonable period before they take effect unless an immediate change is required by law or for security. Changes do not have retroactive effect and do not affect rights that have already arisen. Users who do not agree may stop using the Platform and delete their account before the effective date of the changes.

19. Final provisions

If an individual provision is invalid, the remaining provisions remain in force; mandatory provisions of law apply in its place. Failure by QRching to act does not constitute a waiver of a right. Users may not transfer the agreement without QRching's consent except where permitted by law; QRching may transfer it as part of a reorganisation or sale of the business, provided that user rights are preserved.

The Terms are available in Russian, German and English. The German version is the original; translations are provided for convenience. In the event of a discrepancy, the German version applies unless mandatory user rights require otherwise.