

SPONSORSHIP AGREEMENT

Last updated: 27 August 2026

Please read this Sponsorship Agreement (the “Agreement”) carefully before using the Platform. The Platform comprises the website located at <https://qrching.com> (the “Website”) and the “QRching” application available for download from Google Play and the App Store (the “Application”).

This Agreement constitutes a public offer by the Rights Holder (“we”, “us”), addressed to any company or any individual aged 18 or over (“you”, the “Sponsor”), to grant a limited right to use the Platform on the terms set out below.

Ticking the box next to the statement “I have read and accept the terms of the Sponsorship Agreement” constitutes your full and unconditional acceptance of this offer and concludes the Agreement between you and the Rights Holder. By entering into the Agreement, you confirm that you:

- are at least 18 years old (if you use the Platform as an individual);
- have read and understood the terms of this offer;
- have the legal capacity and authority to be a party to the Agreement on the terms set out below;
- use the Platform for lawful activities.

If you do not agree with any term of this offer, you must immediately stop using the Platform. Your continued presence on or use of the Platform in any manner confirms your acceptance of this offer.

QRching is a marketing Platform that enables independent organisers (“Sponsors”) to organise prize draws based on QR-code technology. A prize draw is a promotional event organised by a Sponsor through a third-party online platform (Facebook, Instagram, YouTube, etc.), outside such platforms, or offline, and published on the Platform, third-party online platforms and other information resources in accordance with this Agreement.

You acknowledge that the Rights Holder neither organises nor conducts prize draws on behalf of or in the interests of Sponsors, but merely provides Sponsors with software products and services for conducting prize draws and transferring prize money to winners. All obligations borne by the Sponsor as organiser of a prize draw are solely the Sponsor’s obligations.

The data you provide to us in connection with your use of the Platform are processed in accordance with the Privacy Policy. That Policy forms an integral part of this Agreement and, together with it, constitutes the entire agreement governing use of the Platform.

Entering into this Agreement does not terminate the Sponsor’s rights and obligations under the Platform Terms of Use. The Sponsor remains a party to those Terms, which apply to all Platform users. In the event of any conflict or inconsistency between this Agreement and the Platform Terms of Use, this Agreement shall prevail.

“Guarantee Fund of Earmarked Funds (held in trust)” means a segregated pool of earmarked funds held by the Platform under trust management and intended solely to discharge payment obligations to prize-draw participants. Such funds are neither income nor property of the Platform, may not be used in its business operations, are non-refundable to the Sponsor, and are available only to beneficiaries—prize-draw participants in respect of whom payment obligations have arisen. Once a prize draw is activated (begins), the Sponsor loses any claim to the deposited prize fund, and unpaid amounts are transferred to the Guarantee Fund while retaining their earmarked status.

Detailed information about the Rights Holder is provided in Section 18.

1. SUBJECT MATTER OF THE AGREEMENT

1.1. The Rights Holder grants the Sponsor a limited right to use the Platform, and the Sponsor undertakes to comply with this Agreement and to use the Platform in accordance with its user interface and functionality.

1.2.To create prize draws, the Sponsor installs the Application on a mobile device. Upon installation, the Sponsor is granted a limited right to use the Application on that device under a revocable, royalty-free, non-exclusive licence valid worldwide. The Sponsor may not sublicense or otherwise transfer any rights under that licence to third parties.

1.3.You have access to our free customer support services. You may contact customer support with questions relating to the Platform or this Agreement, to report errors or malfunctions, or to report violations or unlawful acts by third parties affecting the Platform or its Users. Contact details and customer support hours are provided in Section 18.

2. ACCESS TO THE PLATFORM

2.1.To access the Platform, you must have the necessary devices, equipment and internet connection.

2.2.We may modify, update or remove Platform features. The operation of the Platform may be disrupted for reasons beyond our control.

2.3.Access is provided “as is”, without any guarantee of uninterrupted operation or fitness for your expectations.

2.4.We may discontinue the Platform in whole or in part and restrict access for any Sponsor or region.

3. PRIZE-DRAW TERMS

3.1.When first launching the Application, you must read and accept the Prize-Draw Terms.

3.2.The Prize-Draw Terms have the same legal force as this Agreement. If any provision of the Prize-Draw Terms conflicts with this Agreement, the Prize-Draw Terms shall prevail.

3.3.The Sponsor may create two types of prize draw: public draws (open to an unlimited number of participants and published on the Platform) and private draws (open to a limited group and not published on the Platform).

3.4.To create a prize draw, you must submit an application (order) in the Application specifying, among other things, the start date and time, the numbers of the winning scans, the prize fund and other information. Confirmation of the application (order), information about the prize draw and a payment link will be sent to the email address you provide. The payment amount comprises the prize fund and the Platform fee. Once payment has been made, payment confirmation and the prize-draw QR code will be sent to that email address. The application (order) will automatically be cancelled if we do not receive payment at least one hour before the prize draw begins (the QR code is activated).

3.5.For a public prize draw, the application (order) must include a link to the page on your website or another online platform where you undertake to display the QR code. The QR code must be displayed there no later than its activation time. If you intend to livestream a public prize draw and cannot provide the direct livestream link in advance, the application (order) must include a link to the website, channel or online resource from which Users can freely access the livestream page displaying the QR code.

3.6.The QR code for a public prize draw may be displayed as an image or video. It must be available for scanning immediately upon opening the online-platform page linked in your application (order) (see Clause 3.5). For a livestreamed public prize draw, the livestream must begin shortly before the draw starts (the QR code is activated). A User following your link must be able either to join the livestream displaying the QR code immediately or to reach a page from which the livestream page can be accessed without obstruction (see Clause 3.5).

3.7.At the start of a public prize draw (when the QR code is activated), we publish the draw in the “Prize Draws” section of the Website and the Application, together with links to the Sponsor’s pages displaying the QR code (see Clause 3.6). Private prize draws are not published in the Platform’s prize-draw overview, and you decide independently to whom and in what form the QR code is shown (for example, on an online resource, in a newspaper or magazine, or on a poster).

3.8. We publish the details of each prize draw, its QR code and the Prize-Draw Terms on a dedicated Platform page, and a link to that page is embedded in the QR code. All of this information becomes available to a participant after the code is scanned with a mobile-device camera. We endeavour to provide participants with all necessary information, but cannot guarantee that the information we publish is complete and sufficient under the law of the country or countries where the draw is held. You therefore undertake to publish all information required by applicable law:

- on the page of your Website or another online platform linked in the application (order) for a public prize draw pursuant to Clause 3.5;
- on the page of your Website or another online platform, or in another accessible form in which you display the QR code for a private prize draw (printed publication, poster, etc.).

3.9. We may manually enable redirection from the link provided by you to the Platform's internal link containing the QR code for a public prize draw if you:

- 3.9.1. fail to display the QR code on your website or another online-platform page in accordance with the rules or deadline specified in Clauses 3.5 and 3.6;
- 3.9.2. fail to start the livestream displaying the QR code in accordance with the rules and deadline specified in Clauses 3.5 and 3.6; or

In each of these cases, participants in the public prize draw will be able to scan the QR code without following your link.

3.10. The prize draw begins upon activation of the QR code at the time specified in your application (order), taking account of your time zone. It ends upon the final winning scan or expiry of the maximum draw period (Clause 3.11). If the maximum period expires before all winners have been determined:

- 3.10.1. the early-winner determination mode is activated, and every subsequent QR-code scan is a winning scan until all winners have been determined;
- 3.10.2. if the draw is private, it is also automatically reclassified as public and published in the "Prize Draws" section. Following the prize-draw link will then open an internal Platform page displaying the QR code and all information about the draw.

3.11. The maximum duration of a prize draw is two weeks from its start (QR-code activation).

3.12. If not all winners have been determined by the end of the maximum period for a dynamic prize draw (14 calendar days from QR-code activation), the early-winner determination mode is activated automatically. From that moment, every subsequent scan of the prize-draw QR code is deemed a winning scan until all remaining winners have been determined. Once the final winner has been determined, the prize draw ends automatically without any further decision or action by the Sponsor or the Platform.

3.13. If the Sponsor breaches the Agreement, the Prize-Draw Terms or applicable law, the Platform may take one or more of the following measures:

- cancel the prize draw without a refund;
- enable redirection mode;
- enable early-winner determination mode;
- hide or delete the public prize-draw page.

4. PROHIBITIONS AND RESTRICTIONS

4.1. When conducting a prize draw, the Sponsor may not:

- 4.1.1. publish information or other materials concerning the prize draw that may mislead participants, including as to its terms or the amount and form of the prize;
- 4.1.2. impose additional requirements on participants, for example by making participation (scanning the QR code) conditional on purchasing the Sponsor's goods or services, paying an entry fee, registering on the Sponsor's page, or entering or providing personal data;

- 4.1.3.breach moral or ethical standards, use obscene language, make abusive or insulting statements, or threaten violence or physical harm when publishing information and materials relating to the prize draw;
- 4.1.4.use materials, or links to materials, containing pornography, scenes of violence, promotion of narcotic drugs or use of weapons, or materials that demean human honour or dignity, infringe intellectual property or other third-party rights, or violate any international or national law;
- 4.1.5.participate in a prize draw organised by the Sponsor;
- 4.1.6.use words or phrases identical or similar to “QRching” in the account name (Sponsor username).

4.2.We reserve the right, at our discretion and without giving reasons, to refuse to launch your prize draw, including where your website or another online resource linked pursuant to Clause 3.5 contains prohibited materials, namely:

- 4.2.1.pornographic materials;
- 4.2.2.incitement to violence or mass disorder;
- 4.2.3.information or materials containing obscene language, insults, threats or statements that demean human dignity, incite hatred or hostility, or otherwise breach moral or ethical standards;
- 4.2.4.descriptions of goods or services prohibited from free sale or distribution, including narcotic substances and precursors, weapons, rare animals, explosive and toxic substances, pirated films, counterfeit products, etc.;
- 4.2.5.information or materials relating to prohibited activities (document forgery, poaching, piracy, smuggling, theft or disclosure of personal data, etc.);
- 4.2.6.materials encouraging participation in lotteries, gambling or betting, and related functionality or user interfaces;
- 4.2.7.links to malicious software or resources;
- 4.2.8.information or materials that infringe third-party rights, including copyright and related rights;
- 4.2.9.any other information or materials that violate international or national law in any manner.

4.3.If you breach the restrictions and prohibitions in Clauses 4.1–4.2, we may, at our discretion, take one or more of the following measures:

- 4.3.1.decline to publish the link to your page and redirect the link supplied by you to the Platform’s internal prize-draw QR-code link;
- 4.3.2.cancel the prize draw or its results;
- 4.3.3.block or delete your account;
- 4.3.4.refuse to refund the entire prize fund.

4.4.If the Sponsor breaches the Agreement and the prize draw is consequently cancelled without a right to a refund, the prize fund is deemed subject to forfeiture. The funds are transferred to the Guarantee Fund of Earmarked Funds upon expiry of seven calendar days from the date on which the breach is recorded in an internal act or report. After that period, the Sponsor is deemed finally to have lost any claim to those funds.

4.5.The measures listed in Clause 4.3 may also be taken if you breach other terms of this Agreement, any national or international law, or in the following cases:

- 4.5.1.we receive complaints from participants or other interested persons alleging bad faith and/or fraud on your part;
- 4.5.2.you attempt to interfere with the integrity or operation of the Platform, including attempts to influence the conduct or outcome of a prize draw.

4.6.You are solely responsible for complying with the rules of third-party online platforms when publishing prize-draw information.

4.7. You are solely responsible for the content you publish and its compliance with Platform requirements and the law of the country or countries where the prize draw is held. Your publication of content on or through the Platform or in connection with a prize draw, and your provision and activation of a QR code, do not mean that we have reviewed or approved your content in advance.

5. PRIZE-DRAW RESULTS

5.1. Prize-draw winners are determined in accordance with the Prize-Draw Terms.

5.2. A prize may be awarded to a winner only in monetary form by cashless transfer.

5.3. We cancel prize-draw results in the cases provided for by this Agreement and if we discover third-party interference with the algorithms used to conduct the prize draw or determine its results.

5.4. A prize draw is deemed not to have taken place if not all winners were determined because of interference with the normal operation of the Platform or with the algorithms used to conduct the draw or determine winners; unlawful acts by third parties; the Sponsor's breach of this Agreement or any national or international law; or other circumstances beyond our control.

5.5. If, after a prize draw ends, part of the prize fund remains unpaid for reasons beyond the Platform's control—including where a winner fails to provide correct and usable payment details, fails to confirm entitlement within the prescribed period, or otherwise loses the right to receive the prize—that amount is deemed unclaimed and is non-refundable to the Sponsor. A winner must provide correct and usable payment details within 30 calendar days after being announced as a winner. Upon expiry of that period, the winner's right to the prize terminates and the Platform's payment obligation is deemed fully discharged. The unclaimed amount permanently ceases to be associated with a specific person and is transferred to the Platform's Guarantee Fund of Earmarked Funds (held in trust), where it retains its earmarked status and may be used solely to discharge obligations to prize-draw participants. The Sponsor acknowledges and accepts that such amounts are non-refundable after the prize draw begins.

6. PRIZE FUND AND PLATFORM FEE

6.1. For use of the QRching Platform and provision of a prize-draw QR code, the Sponsor pays a Platform fee determined by the amount of the prize fund. We set the Platform fee at our discretion and may change it from time to time.

6.2. The Platform fee and prize fund are paid by cashless means in one of the currencies available on the Platform, using one of the payment systems available there.

6.3. The Sponsor understands and acknowledges that the payment systems through which the Rights Holder accepts payments on the Platform or pays prizes to a winner or winners are beyond the Rights Holder's control and are not affiliated with it. The relationship between the Sponsor or winner and any such payment system is governed by a separate agreement with the third-party service provider, to which the Rights Holder is not a party. The Rights Holder does not process payments and gives no warranty regarding the reliability or security of third-party service providers.

6.4. When processing payments under this Agreement, third-party service providers may charge fees and apply their own exchange rates. The Rights Holder does not reimburse or compensate the Sponsor for such charges or rates under any circumstances, including upon a refund. The Rights Holder has no connection with those fees or rates, and Sponsors are advised to obtain all relevant information directly from the service providers.

6.5. Once the Sponsor has received the prize-draw QR code, the Platform fee is non-refundable under all circumstances.

6.6. If the Platform fee and/or prize fund has not been paid in full, activation of the prize draw (QR code) is cancelled until the Rights Holder receives full payment of both the Platform fee and the prize fund.

7. GUARANTEE FUND OF EARMARKED FUNDS (HELD IN TRUST)

7.1. Legal nature. The Guarantee Fund consists of segregated earmarked funds held by the Platform under trust management and used solely to discharge payment obligations to prize-draw participants. The funds do not belong to the Platform, do not constitute its income, are excluded from its operating funds, and may not be attached to satisfy the Platform's obligations.

7.2. Sources of funds. The Guarantee Fund is formed from:

- unused or unpaid balances of prize funds following prize draws on the grounds specified in the Agreement (including Clause 5.6);
- other earmarked receipts expressly provided for by the Agreement or the Platform's internal rules;
- funds received in connection with repeat payments and reallocations to be made for the benefit of participants;
- prize-fund amounts that are non-refundable to the Sponsor because force-majeure circumstances arise after the prize draw begins (after QR-code activation), making a refund impossible and extinguishing any claim to the amount; such funds are transferred to the Guarantee Fund of Earmarked Funds (held in trust) and retain their earmarked status.

7.3. Separate accounting. The Platform keeps the Guarantee Fund separate from its operating funds in its accounting records, including separate registers and, where necessary, separate payment sub-accounts.

7.4. Indefinite holding period. Guarantee Fund monies may be held indefinitely until the relevant obligation to make a payment to a participant or participants arises or until another earmarked use under this Agreement becomes applicable. The absence of an identified beneficiary at any given time does not terminate the earmarked status or justify writing off the funds.

7.5. Permitted uses. Guarantee Fund monies may be used solely for:

- repeated attempts to pay prizes from previously established prize funds;
- reallocating unpaid amounts among other participants in accordance with procedures prescribed by the prize-draw rules;
- discharging corrective-payment obligations, including those arising from technical errors by payment service providers, currency fluctuations or bank charges, where necessary for full and proper performance of obligations to participants;
- other cases expressly provided for by this Agreement involving the discharge of obligations to participants.

7.6. Prohibitions. Guarantee Fund monies may not:

- be refunded to the Sponsor;
- be used for the Platform's commercial, marketing, administrative or other operating needs;
- be used to finance new Platform marketing prize draws that are not a continuation or subsidiary round for discharging obligations from completed prize draws;
- be distributed to third parties outside the discharge of obligations to participants.

7.7. Relationship with other provisions. This Section shall be applied and interpreted together with Clause 5.6 (prize-fund balance), the "Refunds and Withholdings" Section (including Clauses 8.1–8.5), and the "Force Majeure" Section. In the event of conflict, this Section shall prevail as the specific provision.

7.8. Reporting and control. At the request of competent authorities or during lawful audit procedures, the Platform shall provide supporting documents demonstrating separate accounting and earmarked use of Guarantee Fund monies to the extent required by applicable law and personal-data protection rules.

7.9. Change of status. The legal regime of the Guarantee Fund may not be changed so as to permit the use of monies for purposes outside this Section. No amendment to this Section may prejudice participants' rights as beneficiaries of the earmarked funds.

7.10. Territorial scope and applicable law. This Section shall be interpreted and applied together with the section on applicable law and jurisdiction. The classification of earmarked funds is governed by the relevant civil-law rules on trust management and the earmarking of monetary funds.

7.11. After a payment obligation to a particular person terminates and the amount is transferred to the Guarantee Fund, the funds retain their earmarked status until final use or reallocation. If no obligation to participants arises during the holding period, the Platform may decide to transfer the relevant amount from the Guarantee Fund to Platform income, subject to payment of taxes in accordance with applicable law.

8. TERMINATION

8.1. We may temporarily or permanently terminate your access to the Platform at any time and for any reason without prior notice, including by blocking or deleting your account. We may, but are not obliged to, inform you in advance of the reason for and/or timing of the termination.

8.2. The licence to use the Application under Clause 1.2 may be revoked by us at any time and for any reason, including termination of your Platform access or discontinuation of support for particular devices or platforms.

8.3. You may withdraw from this Agreement and stop using the Platform at any time and delete the Application from your mobile device, except where active prize draws exist at the time of withdrawal. In that case, the Agreement remains in effect until we have performed all obligations or cancelled the prize-draw results on the grounds provided in this Agreement.

8.4. Termination of your rights to use the Platform does not affect Sections 4, 6, 8, 9, 10, 11, 12, 14 and 15, which remain in force without any time limit.

9. REFUNDS AND WITHHOLDINGS

9.1. General provisions

All payments made by the Sponsor, including the prize fund, Platform fee and related payments, are non-refundable except where this Agreement expressly provides otherwise.

9.2. Account suspension

If the Sponsor's account is blocked because the Sponsor has breached this Agreement, the User Agreement or applicable law:

- all active Prize Draws and/or Orders may be cancelled, or redirection and/or early-winner determination modes may be activated for them;
- funds paid into the prize fund are non-refundable and are transferred to the Guarantee Fund of Earmarked Funds (held in trust), because the Sponsor has lost the ability to dispose of them. The fee is non-refundable under all circumstances.

9.3. Platform errors and failures

A refund is possible solely where a technical error or Platform failure attributable to the Platform makes it impossible to conduct a paid Prize Draw. In that case, only the unused portion of the prize fund is refunded, less the Platform fee and expenses actually incurred.

9.4. Platform's right to make exceptions

The Platform may, at its sole discretion, decide to make a partial refund in exceptional cases. Such a decision does not oblige the Platform to grant similar refunds to other Sponsors.

10. LIABILITY

10.1. To the maximum extent permitted by applicable law, neither we nor our shareholders, directors, officers, employees, partners, agents or representatives shall be liable for any consequences arising from use of or inability to use the Platform, including any direct, indirect, consequential, actual, punitive or incidental loss, loss of profit or other damage suffered by the Sponsor or any other person

in connection with this Agreement or resulting from use of or inability to use the Platform or any of its elements due to possible errors, malfunctions, third-party acts or any other reason, including termination of our relationship and blocking or deletion of your account. Neither we nor the persons listed above shall be liable regardless of the cause or basis of liability, including negligence, even if we were advised in advance of the possibility of such damage or other consequences.

10.2. Subject to Clause 8.1, you assume all risks connected with the safe use of the Platform on your mobile or other device, including the risk of malware infection or loss or disclosure of data.

10.3. Our total liability in connection with the Platform or this Agreement shall not exceed five euros (€5).

10.4. If a competent court determines that Clauses 8.1–8.3 cannot apply to you personally, we and our agents and representatives shall be liable for wilful misconduct or gross negligence, injury to life or health, fraud and other criminal intent relating to the Platform or this Agreement. We shall also bear any mandatory liability imposed by applicable law that cannot be excluded by contract. For example, where applicable law so provides, we are liable for breach of a material contractual obligation through ordinary negligence, but such liability is limited to foreseeable damage typical of agreements of this kind. Material contractual obligations are those whose performance is necessary for proper performance of the agreement and on whose fulfilment you, as contracting party, ordinarily rely or may ordinarily rely. Any other liability, regardless of its cause or basis, is excluded. This exclusion also applies to the personal liability of our employees, representatives and agents. The above limitations of liability apply correspondingly to claims for reimbursement of expenses in lieu of damages.

10.5. In all cases, we shall not be liable where a prize draw is deemed not to have taken place or its results are cancelled due to unlawful acts by third parties; external interference with the Platform or the algorithms used to conduct the draw or determine its results; the Sponsor's breach of this Agreement or any national or international law; blocking or restricting access to the Sponsor's website page or another online platform displaying the QR code; or other circumstances beyond our control.

11. DISCLAIMER, RELEASE AND INDEMNITY

11.1. We are not responsible for, and have no duty to monitor, the conduct of third parties using the Platform.

11.2. You undertake to indemnify and hold harmless us and our shareholders, directors, officers, employees, partners, agents and representatives from all payments arising from any claims, liabilities, demands, actions or damages, and from court costs and legal fees incurred by us, where claims or demands against us or third parties are in any way connected with your use of the Platform and caused by any act on your part, including breach of this Agreement, third-party rights, the rules of third-party online platforms, or national or international law. The amount of the indemnity is the total amount paid by us as at the date on which the indemnity demand is sent to you.

11.3. You hereby waive all rights granted by any law or statute providing that a general release does not extend to claims or demands:

11.3.1. that you do not know or suspect to exist at the time you release us from liability for them; and

11.3.2. that, if known to you, would have materially affected the agreement between you and us.

11.4. This Section may not apply to the extent that it conflicts with applicable law.

12. FORCE MAJEURE

The Rights Holder shall not be liable for failure to perform or improper performance of this Agreement where force-majeure circumstances arise that the Rights Holder could not reasonably have foreseen or prevented. Such circumstances include, without limitation, natural disasters, terrorist acts, mass disorder, war, decisions of public authorities, communications or infrastructure outages, payment-system failures, and other events preventing performance of obligations.

If force-majeure circumstances arise BEFORE the prize draw begins (before QR-code activation), the application is cancelled and only the prize fund is refunded to the Sponsor. The Platform fee is non-refundable.

If force-majeure circumstances arise AFTER the prize draw begins (after QR-code activation), no refund is made to the Sponsor. Amounts already paid to winners are deemed properly discharged obligations. The remaining unpaid portion of the prize fund is transferred to the Guarantee Fund of Earmarked Funds (held in trust) and retains its earmarked status until used for its intended purpose. Once the prize draw begins, the Sponsor loses any claim to the entire prize fund.

Performance of all other obligations under this Agreement is suspended for the duration of the force-majeure circumstances.

13. CORRESPONDENCE

13.1.All notices, requests, communications and other correspondence under this Agreement (“Correspondence”) must be in writing and comply with this Section. Electronic Correspondence has the same legal force as a letter sent by post.

13.2.The Rights Holder may send Correspondence to the Sponsor by:

13.2.1.publishing the relevant notice on the Platform;

13.2.2.publishing or displaying the notice through the Application; or

13.2.3.sending it to the email address provided by the Sponsor when creating the application (order) for the prize draw.

13.3.The Sponsor may send Correspondence to the Rights Holder using the contact form in the QRching Application or by email.

13.4.Correspondence is deemed received on the first business day following the date on which it is sent.

14. INTELLECTUAL PROPERTY

14.1.By accepting this Agreement, the Sponsor acknowledges that all intellectual-property assets associated with the Platform belong to their respective owners and are protected by law.

14.2.Nothing in this Agreement shall be construed as transferring or granting to the Sponsor any rights in intellectual-property assets associated with the Platform, except for the limited right to use the Platform in the manner and on the terms expressly provided in this Agreement. The Sponsor acquires no rights other than those expressly stated herein.

14.3.The Sponsor shall comply with the restrictions and prohibitions on use of the Platform set out in the Platform Terms of Use.

15. AMENDMENTS TO THE AGREEMENT

15.1.We may amend or supplement this Agreement at our discretion. All amendments and supplements take effect 14 days after publication on the Website. You should review this Agreement regularly to remain informed of the latest changes.

15.2.You may not unilaterally amend or supplement this Agreement.

15.3.We will notify you in the Application of the most material amendments and supplements.

15.4.By ticking the box next to the statement “I have read and accept the terms of the Sponsorship Agreement”, you confirm your unconditional acceptance of the new version of the Agreement.

15.5.If you do not agree with any amendment or supplement, you must immediately stop using the Platform.

16. APPLICABLE LAW AND DISPUTE RESOLUTION

16.1.If you do not reside, or are not incorporated, in an EU Member State, then by accepting this Agreement you agree that this Agreement and any dispute between you and us relating to it are governed by the laws of the United States and the State of Delaware, excluding conflict-of-laws rules, irrespective of your location.

16.2.If you reside, or are incorporated, in an EU Member State, then by accepting this Agreement you agree that this Agreement and any dispute between you and us relating to it are governed by German law, excluding conflict-of-laws rules and the United Nations Convention on Contracts for the International Sale of Goods.

16.3.All disputes and claims relating to the Platform, us or this Agreement shall be resolved exclusively by a court of competent jurisdiction located in Germany. WITH RESPECT TO SUCH DISPUTES AND CLAIMS, YOU HEREBY WAIVE ALL DEFENCES BASED ON LACK OF PERSONAL JURISDICTION OR INCONVENIENT FORUM AND CONSENT TO THE JURISDICTION OF THE GERMAN COURTS.

16.4.Judicial proceedings concerning prize draws are excluded.

17. FINAL AND TRANSITIONAL PROVISIONS

17.1.If a competent court holds any provision of this Agreement unlawful, invalid or unenforceable, that provision shall not apply and shall not affect the validity or enforceability of the remaining provisions, which shall remain in full force and effect.

17.2.We may, at our discretion, assign all or part of our rights and obligations under this Agreement to other persons and transfer your data to our legal successors. Following such assignment, this Agreement will govern your relationship with that third party.

You confirm your consent to the assignment if you continue to use the Platform after receiving notice of it.

17.3.You may not sublicense, assign or otherwise transfer your rights or obligations under this Agreement to third parties.

17.4.If we intentionally or for any other reason refrain from enforcing any provision of this Agreement, that shall not constitute a waiver of the provision or of our right to enforce it.

17.5.Nothing in this Agreement makes the Rights Holder or the Sponsor an agent, surety, guarantor or representative of the other, including as a joint venture or partnership.

17.6.Because the Sponsor may use the Platform solely for marketing purposes, consumer-protection legislation does not apply to this Agreement.

17.7.This Agreement is drawn up in German. Any translation into another language is provided solely for your convenience. In the event of any discrepancy between the German version and a version in another language, the German version shall prevail.

18. RIGHTS HOLDER DETAILS

Company: QRching UG (haftungsbeschränkt)

Address: Bettina-von-Arnim-Straße 4, 92637 Weiden, Germany

Commercial register number: HRB 6622

VAT identification number pursuant to Section 27a UStG: DE348352084

Business hours (UTC Germany)

Monday–Friday: 08:00–16:00

Saturday–Sunday: closed