



## **G2A DEAL TERMS AND CONDITIONS**

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE PARTICIPATING IN G2A DEAL PROGRAM. PARTICIPATION IN G2A DEAL MEANS THAT YOU AGREE TO BE BOUND BY ALL RULES CONTAINED OR REFERENCED IN THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE UPON THESE RULES, YOU MAY NOT TAKE PART IN THE G2A DEAL PROGRAM.

This document defines the legal (contractual) relation between the User, G2A.COM and G2A Direct (as defined below).

### **DEFINITIONS**

**G2A.COM** – means the company G2A.COM Limited with its registered office in Hong Kong, address: 36/F, Tower Two, Times Square, 1 Matheson Street, Causeway Bay, Hong Kong.

**G2A Direct** – means the company G2A Direct Limited registered under the laws of Hong Kong, registration number 2431564, with registered office at: Suite 3310-11, Tower One, Times Square 1 Matheson Street, Causeway Bay, Hong Kong.

**G2A Terms and Conditions** – means the terms and conditions regarding the use of the G2A.COM marketplace at: <https://www.g2a.com/terms-and-conditions>.

**Privacy Policy** – means a set of rules regulating the processing of personal data and privacy protection policies of the User by G2A.COM at: <https://www.g2a.com/privacy-policy>.

**Products** – means digital keys to games which are offered under the G2A DEAL program on G2A.COM by G2A Direct.

**Site** – means a group of affiliated websites made available on the Internet at: [www.g2a.com](http://www.g2a.com).

**Terms and Conditions** – means these terms and condition, a set of rules regulating participation in the G2A DEAL program by the User as well as obligations regarding the User and G2A.COM under this program.

**User** – means any person legal or natural who participates in the G2A DEAL program.

### **1. GENERAL PROVISIONS**

- 1.1. G2A.COM together with G2A Direct is the organizer of a program called G2A DEAL under which G2A.COM offers to Users the possibility to enroll into the G2A DEAL reward program and purchase Products and receive other benefits (e.g. discount codes, early access to promotions) from G2A Direct and G2A.COM.
- 1.2. PARTICIPATION IN THE G2A DEAL PROGRAM IS SUBJECT TO: (I) THESE TERMS AND CONDITIONS; (II) [G2A TERMS AND CONDITIONS](#); AND THE (III) [PRIVACY POLICY](#). FOR THE SAKE OF CLARIFICATION, THE G2A TERMS AND CONDITIONS REGULATE THE PROCEDURE AND PROCESS OF PURCHASING THE PRODUCTS THE G2A DEAL PROGRAM BY THE USER. IN THE EVENT OF ANY DISCREPANCY BETWEEN THESE TERMS AND CONDITIONS AND THE G2A TERMS AND CONDITION, THE G2A TERMS AND CONDITIONS SHALL PREVAIL.

### **2. RULES OF THE G2A DEAL PROGRAM**



- 2.1. Under the G2A DEAL Program the User shall be entitled to purchase within the specified period the Products which will be available on the Site.
- 2.2. The G2A DEAL Program shall consist of various editions, each edition may vary in: content, games, start time, duration and quantity. The exact details of the G2A DEAL can always be found on the Site.
- 2.3. The User accepts that due to the limited nature of G2A DEALs, G2A.COM and G2A Direct reserves the right to change the Products, the number of Products and the G2A DEAL availability period at any time. User agrees that all Products are sold “as-is”.
- 2.4. The User shall be entitled to participate in the G2A DEAL either as a one-time purchase or a monthly subscription. The price of participating in the G2A DEAL may vary, however the price shall always be presented on the Site. The price of the Products does not include the payment fee.
- 2.5. THE PRODUCTS OFFERED UNDER EACH EDITION OF G2A DEAL MUST BE ACTIVATED BY THE USER WITHIN 30 (THIRTY) DAYS AFTER THE END OF THE G2A DEAL. AFTER THIS PERIOD, THE PRODUCTS WILL BE DEACTIVATED WHICH MEANS THE USER LOSES THE RIGHT TO ACTIVE THEM AND USE THE PRODUCTS IN FUTURE. IN ADDITION, THE USER WILL NOT BE ENTITLED TO DEMAND ANY COMPENSATION OR ANY OTHER REFUND FROM G2A DIRECT OR THE MARKETPLACE G2A.COM DUE TO THE USER’S FAILURE TO ACTIVATE THE PRODUCTS IN A TIMELY MANNER.
- 2.6. The Products received by the User under the G2A DEAL program may not be sold on the G2A.COM marketplace.
- 2.7. The User may not use Products for any illegal or unauthorized purpose nor may violate any laws in your jurisdiction (including but not limited to copyright laws). G2A.COM reserves the right to cancel any incoming order which it might believe to be of a suspicious nature including unauthorized or fraudulent purchases, without any prior notice.

### **3. SUBSCRIPTION**

- 3.1. A subscription to G2A DEAL will start after G2A.COM confirms the User’s payment and shall continue until such time as it terminated by the User. The User will be charged and Products delivered within 24 (twenty four) hours after G2A DEAL is released, up to a maximum of 12 (twelve) G2A DEALS per year.
- 3.2. A User who participates in G2A DEAL under a subscription has the right to resign from it in any time from within the User’s account or a guest account. Subscription to the G2A DEAL ends upon receipt of the resignation by G2A.COM from the User.
- 3.3. Subscription pricing for G2A DEAL is subject to change. New pricing takes effect upon start of a new edition of the G2A DEAL. G2A.COM will notify the Users who purchased the subscription of G2A DEAL of any price changes related to subsequent edition of G2A DEAL via e-mail prior to implementing aforesaid price changes.
- 3.4. G2A Direct and G2A.COM reserves the right to suspend or cancel the User’s subscription to G2A DEAL at any time. In the event of suspend or cancelation of the User, G2A.COM gives the User notice of such suspension or cancellation via the Site or via e-mail.

### **4. DELIVERY OF THE PRODUCTS**



- 4.1. The User is not entitled to demand any refund or replacement if all the delivered Products are valid. G2A.COM and G2A Direct hope that the User can understand that when the all valid Products have been delivered, they can be activated online and therefore are used by the User. This provision does not apply where the specific Product (cd-key) is invalid.
- 4.2. The User is entitled to a refund, reduce of the proportional purchase price for specific invalid Product or replacement of invalid specific Product. For this purpose the User shall create a ticket on <https://supportcenter.g2a.com/#/tickets/add>.

## **5. LIABILITY**

- 5.1. G2A.COM and/or G2A Direct shall not be liable for any quality and technical failure of a given game to which the Product may be used.
- 5.2. G2A.COM and/or G2A Direct are not responsible for regional, language or any other upcoming restrictions regarding the game.
- 5.3. G2A.COM and/or G2A Direct shall have no liability for issues encountered with downloading, activating or using Product due to factors beyond their control, including the User's computer performance and the speed of User's internet connection.
- 5.4. The User agree to indemnify, defend and hold harmless G2A.COM and/or G2A Direct and their subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of the User's breach of these Terms and Conditions or the User's violation of any law or the rights of a third-party.

## **6. PERSONAL DATA**

- 6.1. In order to participate in the G2A DEAL, each User will be required to supply certain information about themselves. This information (personal data) will be collected, stored, processed and used for the purposes of administering G2A DEAL and in marketing purposes by G2A.COM. Personal data can be transferred by the G2A.COM only to entities authorized by law pursuant to the [Privacy Policy](#). Personal data submission is voluntary. You have the right to access the aforesaid personal data and correct it at any time.
- 6.2. The User acknowledges that if they select the subscription option (as described in point 3 below) for the G2A DEAL using a credit card as the selected payment method, that credit card information shall be stored for the purposes of each subsequent G2A DEAL.

## **7. FINAL PROVISIONS**

- 7.1. The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms and Conditions.
- 7.2. Any communication with G2A.COM or G2A Direct regarding the G2A DEAL may be made by e-mail to the address: [support@g2a.com](mailto:support@g2a.com).
- 7.3. Should any provisions hereof prove to be invalid or ineffective, they will not affect the validity of the remaining provisions. Invalid or ineffective provisions will be replaced by such valid provisions which



reflect the economic value, intention of the parties and objective of the invalid or ineffective provisions to the highest extent.