

CD PROJEKT RED - GWENT User Agreement

Last updated on 29 August 2017

Overview:

1. These are legally binding rules for Gwent and related products/services (accessible [here](#)).
2. You are given a personal, limited right to play Gwent (but CD PROJEKT RED owns Gwent).
3. There are rules regarding what you can/cannot do with Gwent (e.g. don't cheat, be nice).
4. Depending on where you live, there are important rules regarding liability and dispute resolution (including mandatory arbitration and waiver of jury trial if you live in the USA).
5. Our [Privacy Policy](#) explains what information we collect and how we protect it. Our [Fan Content Guidelines](#) explain what stuff you can make regarding Gwent (e.g. fan art, community sites).

OK, that's done. Hello! We are CD PROJEKT RED, part of CD PROJEKT S.A., and we make games – you might have heard about The Witcher series, that's us. We developed Gwent with help of our trusted sister company GOG (also part of CD PROJEKT S.A.). GOG owns the games distribution platform GOG.com (more on GOG a little later). We have created this Gwent User Agreement (or "Agreement" for short) to explain what you can (and cannot) do with Gwent. We put it together as simply as we legally can, with some informal short summaries to help you understand what it means. However, the full text wording is what is important/binding legally.

FULL TEXT

QUICK SUMMARY

1. ABOUT THIS AGREEMENT

1.1 This Agreement is a legally binding contract between you and CD PROJEKT S.A., ul. Jagiellońska 74; 03-301, Warsaw, Poland (we will further call ourselves "CD PROJEKT RED" as CD PROJEKT S.A. is the legal entity CD PROJEKT RED is part of). This Agreement applies to our video game Gwent, any game key or code giving you access to it or any parts of it, Gwent Virtual Goods and Virtual Currency (defined below), esports tournaments and events, plus any and all official products and services related to Gwent, including (but not limited to) user accounts, customer and technical support provided by us plus official forums, wikis, blogs and social media services (we will refer to "Gwent" to cover all these things). This Agreement will be notified to you and will be binding on you and us once you download, install or use Gwent. If you do not agree to it, please do not use Gwent.

This Agreement applies only to Gwent - for the legal rules applying to all other CD PROJEKT RED games and services, please see [here](#). To be clear, our general [User Agreement](#) does NOT apply to Gwent.

Important: please also make sure you read our [Fan Content Guidelines](#), other Gwent guidance, [Gwent Masters Rules](#) and our [Gwent Privacy Policy](#), which all form part of this Agreement.

This document explains what Gwent is and how you can use it. We have included a short, informal summary of these requirements to make it easier for you. However, it is the full version, which is legally binding.

There are other legal documents for our other games, plus our Gwent privacy policy (links opposite).

2. A SPECIAL NOTE ABOUT CHILDREN

2.1 If you are over 18, then welcome to Gwent! If you are between 13 and 18 (or whatever is the age of adulthood in your country) before we extend an equally warm welcome, please ask your parent or guardian to review and approve this Agreement on your behalf (because in some countries people under a certain age cannot legally enter fully into contracts like this Agreement), plus they should supervise your use of Gwent. Gwent has age ratings, which will be displayed when you purchase the game. We are sorry to say that if you are under 13 you are not allowed to download, play or otherwise access Gwent.

If you are not yet 18 years old you need parental/guardian approval to use Gwent. We know it sounds kind of silly – no, it is not our own invention, but actually a legal requirement.

3. USING GWENT

3.1 Although it may sound strange since Gwent is free to play, we need to give you permission to play it! Therefore, we give you a personal, limited, revocable, non-exclusive, non-transferable and non-assignable licence to display, view, download, install, play and use Gwent on authorized devices/platforms. This licence is for your personal use only (so you cannot give, 'sell', lend, gift, assign, sub-license or otherwise transfer it to someone else) and does not give you any ownership rights in Gwent.

You have the personal right to play Gwent. We would love for you to invite your friends to play too but just remember they need to set up their own account!

4 GWENT BETA ACCESS

4.1 Gwent will be released in closed beta and open beta versions before its full commercial release to test the features, capabilities, and performance of the game. For beta versions:

- We will set the conditions and requirements for your beta access. Providing and maintaining a beta, and who can use a beta, is at our discretion.
- You will only be able to access the closed beta via inputting an access code (which we will give you) into our designated webpage (which will be notified to you).
- After registering for the closed beta, there may be some waiting time depending on the number of people registering, the load on our servers and other technical aspects. We will try our best to keep you informed!
- We expect that you will be able to access the open beta via the same webpage or GOG Galaxy. We will notify you if any other devices/platforms become available for use during the beta period and how they can be accessed.
- Betas will be time-limited and we will decide on when to end them and move to next phase i.e. open beta or full commercial launch.
- Between closed beta and open beta, we may perform one or more complete server/progress reset(s). After the reset, your user account will likely go back to its starting state (subject to any amendments we might make as part of the beta). Any Virtual Goods or Virtual Currency (defined below) which you purchased prior to such a reset will at our discretion either be transferred across or we will reimburse you with equivalent Virtual Goods or Virtual Currency. No cash refunds will be provided in connection with any reset.
- During the beta period we may at our discretion change, modify or remove Gwent features as part of the process of testing and improving the game and making it ready for full release.
- If there are some aspects of the Gwent beta that we want to keep confidential, you will receive

explicit information from us in this respect. In such a case please keep this information around Gwent betas confidential.

- At certain times you might be invited to participate in a voluntary feedback process. We would highly appreciate if you would take the time to share your thoughts with us, as we would love to make Gwent as good as possible.
- The point of us giving you beta access is allow you play something totally new, but we would expect you to recognize that it will not be complete yet. Therefore Betas will be provided 'as is' without any additional promises from us or any liability on us if the software is not complete or does not work fully or causes issues. Betas may not be totally feature-complete and contents may change.
- We would like you to play and enjoy Gwent, so please do not attempt to 'sell' or transfer your access to a beta.
- We may issue additional terms regarding Gwent betas. Should this happen we will notify you in advance.

Gwent will be released in beta initially. Beta versions will not be complete and we are not responsible for what happens while you're using them. Fear not, they should not blow up your computer!

There will likely be one or more server/progress resets during the betas. Don't worry, we'll transfer or replace your purchases! (Please note, that we will not be offering real money refunds.)

5. USER ACCOUNTS

5.1 User accounts needed. In order to play Gwent you will need to create a user account for your chosen platform or use an existing account (if you have one). For platforms including PC you will need to use a GOG account and may also need to use the GOG Galaxy distribution system to download/play the game (GOG is our sister company). Please bear in mind these GOG services have their own [legal documents](#) (we know – even more long legal wording!). GOG is responsible for your use of GOG.com and GOG Galaxy and we are sure they can help you out with any issues or queries.

5.2 Protecting user accounts. You are responsible for protecting your user account and for your account activities. In particular, keep your password secure! In order to protect Gwent, Gwent users and CD PROJEKT RED, we reserve the right if really necessary to reject any user account if it would breach this Gwent User Agreement or other legal rules linked to in this document.

You will need a user account to play Gwent. This may include a GOG account, provided by GOG - our sister company who helped us creating Gwent. Fear not, you are in good hands!

6. MINIMUM REQUIREMENTS AND MONITORING

6.1 Minimum requirements. Gwent will have minimum requirements depending on your chosen device/system, which you will be notified of. Please make sure you meet these requirements before downloading the game! To play Gwent online you will need Internet access too (which is your responsibility to obtain and maintain). There is no DRM or copy-protection of any kind in Gwent, but some console/device manufacturers/platforms use security technology, which is outside of our control.

6.2 Monitoring. In order to prevent cheating and other things prohibited by Section 9 below and to protect the integrity of Gwent and enforce this Agreement, we may deploy anti-cheat and/or other

software tools that run in the background of your device or related devices/peripherals when you use Gwent.

Gwent will have minimum requirements depending on the device/system/platform you use.

To keep Gwent fun and fair we might need to implement some anti-cheat tools / software.

7. PATCHES, UPDATES AND CHANGES

7.1 We may patch, update or change Gwent over time (for example to add or remove features, to resolve software bugs or to balance the game or adjust the game economy), which will result in mandatory and/or automatic updates (older, updated versions may become unusable over time as a result). Yes, this will eventually mean card nerfs – they are part of keeping the game alive and fresh. As part of these patches, updates or changes, we may need to impose limits on, or remove/restrict access to, certain game features (without notice or liability). We need these rights in order to keep Gwent running efficiently.

From time to time we may patch, update or change how Gwent works, in order to keep it running efficiently and fun to play!

8. OWNERSHIP AND INTELLECTUAL PROPERTY RIGHTS

8.1 Gwent ownership. Gwent, including (but not limited to) its visual components, characters, story, items, music, graphics, computer code, user interface, look and feel, game mechanics, gameplay, audio, video, text, layout, databases, data and all other content and all Intellectual Property Rights (defined below) and other legal and exploitation rights regarding them, are either owned by us or we license them from third parties. All rights in Gwent are reserved except as we have explained in this Agreement. You may not use or exploit any part of Gwent except as explained in this Agreement. No ownership right or interest or other rights in Gwent or any part of it is transferred to you. Gwent and its Intellectual Property Rights are protected by copyright, trademark and other intellectual property laws worldwide.

8.2 "Intellectual Property Rights" means any and all copyright, trademarks, service marks, trade dress, brand names, logos, goodwill, get up, trade, business or domain names, design rights, database rights, patents, rights in inventions, know-how, trade secrets and confidential information, rights in databases, rights in computer software, moral rights, publicity rights, performance rights, synchronisation rights, mechanical rights, publishing, rental, lending and transmission rights and other intellectual property and exploitation rights of a similar or corresponding character which may now or in the future subsist in any part of the world, in all cases whether or not registered or registrable including all granted applications and all applications for registration, division, continuation, reissuance, renewals, extensions, restorations and reversions regarding any of the same.

8.3 Third party property. CD PROJEKT RED respects the intellectual property rights of others. If you believe that your work has been infringed in or via Gwent, please contact us via legal@cdprojektred.com.

Gwent is the owned/licensed property of CD PROJEKT RED. Enjoy it, but please behave and do not cause trouble.

9. RULES FOR USING GWENT

In order to be able to play Gwent, we ask you to follow CD PROJEKT RED's rules regarding Gwent, including (but not limited to) the following unless they are specifically permitted in our [Fan Content Guidelines](#) and even then subject to our discretion. Please read these rules carefully since failure to follow them (particularly those in relation to cheating) will be considered a material breach of this Agreement, which could lead to cancellation or suspension of your access to Gwent. In particularly serious cases we retain the right to prohibit your future access to the game. Here are the rules:

1. Personal enjoyment. Only use Gwent for your personal enjoyment and not for any commercial or political purposes.
2. Restricted access. Do not attempt to copy, rent, sell, lend, lease, sublicense, distribute, publish or publicly display Gwent, Virtual Currency, Virtual Goods or your user account or any of your rights under this Agreement to any other party in any way not expressly authorized under this Agreement.
3. Technical misuse. Do not modify, merge, distribute, translate, reverse engineer, or attempt to obtain or use source code of, decompile or disassemble Gwent unless you are specifically allowed by applicable law.
4. Hacking/griefing. Do not hack, harm, grief, harass, threaten or misuse Gwent, other Gwent users or CD PROJEKT RED products, games, services, community members or staff.
5. Cheating. Do not create, use, make available and/or distribute cheats, exploits, automation software, robots, bots, mods, hacks, spiders, spyware, cheats, scripts, trainers, extraction tools or other software that interact with or affect Gwent in any way (including, without limitation, any unauthorized third party programs that intercept, emulate, or redirect any communication between CD PROJEKT RED or its partners and Gwent and/or any unauthorized third party programs that collect information about Gwent by reading areas of memory used by Gwent to store information). We remind you of the serious consequences of cheating (see section 9 above).
6. Account misuse. Do not share, 'buy', 'sell', transfer, gift, lend, steal or misappropriate user accounts or Gwent access keys/codes (all of which is our property). If you are concerned that any of this has happened to you, contact customer support playgwent.com/contact-support.
7. Power-levelling. Do not perform in-game services for others like power-levelling, boosting or ladder-climbing, whether or not in exchange for payment (real money or otherwise) from others.
8. No advertising. Do not communicate or facilitate any commercial advertisement, promotion, spam or unsolicited messages through Gwent.
9. CD PROJEKT RED services. Do not deliberately or maliciously interrupt or interfere with CD PROJEKT services like customer or technical support or impersonate CD PROJEKT RED staff.
10. Interfering with servers. Do not interfere with or disrupt CD PROJEKT RED or third party network software or servers, including via tunneling, code injection or insertion, denial of service, modifying or changing the software, using any other similar software together with CD PROJEKT RED software, through protocol emulation, or through creation or use of private servers or any analogous services regarding Gwent.
11. Accessing servers. Do not access or attempt to access areas of Gwent or Gwent servers that have not been made available to the public.
12. Data mining. Do not intercept, mine or otherwise collect data or information from Gwent using unauthorized third-party software.
13. Accounts and virtual content. Only use user accounts, Virtual Goods or Virtual Currency (defined below) for their intended purpose.
14. Broadcast/events. You can broadcast, publicly perform or stream Gwent or run any events, competitions, tournaments or leagues regarding Gwent or host Gwent games as long as it is permitted by our [Fan Content Guidelines](#) (which as a quick reminder permits non-commercial activities – see the link for more details).

15. Names/trademarks. Do not use 'CD PROJEKT RED', 'Gwent' or other CD PROJEKT RED names or logos or trademarks for any unauthorized purposes.

16. Infringing Content. We ask you not to do anything in connection with Gwent that infringes any copyright, trademark, patent, trade secret, privacy, publicity, or other right of others.

17. Malicious Code. Do not post or upload any files that contain any malicious code, including viruses, spyware, Trojan horses, worms, time bombs, intentionally corrupted data, any other files that contain malicious code or that may in any way damage or interfere with the operation of Gwent.

18. Geographic/regional restrictions. We ask you to follow any applicable geographic or regional, language or location-based restrictions, requirements or rules regarding Gwent.

19. Be nice! Do not do or say anything that is or may be considered racist, harassing, xenophobic, sexist, discriminatory, abusive, defamatory or otherwise offensive or illegal. This applies especially in any communications between users. Be nice to each other, please!

Gwent is here for your personal enjoyment – please use it for this purpose only. Please don't hack the game. Being nice and kind to each other while we game together is the right thing to do!

10. SHARED USER CONTENT AND COMMUNITY GWENT CONTENT

10.1 Shared User Content. Gwent may give you the ability to share content in-game (for example to share text, photos or links with users) – we will call this “Shared User Content”. Note this is different to stuff which you can make using Gwent assets (see our “Fan Content” section for more about that). If you do share Shared User Content, then it is at your responsibility and risk. We have the right (but not the obligation) to check and remove any inappropriate or illegal Shared User Content. But to be clear: we do not assume any responsibility or liability for Shared User Content. As far as we and you are concerned, you own any Shared User Content you created, but we need you to give us certain rights over it so that we can actually transmit it via Gwent. So, when you make your Shared User Content available through Gwent you give us a non-exclusive, permanent, irrevocable, worldwide, sub-licensable, royalty-free licence to use, modify, reproduce, create derivative works from, distribute, transmit, communicate and publicly display/perform your Shared User Content in connection with Gwent.

10.2 Fan Content. Please refer to our [Fan Content Guidelines](#) for information on how you can make community-generated Gwent content and do related Gwent stuff like make fan art or websites or blogs, create videos/streams/Let's Plays or run Gwent events/tournaments.

If you share content in-game via Gwent (e.g. sending links), it's your responsibility.

See our fan content guidelines to learn how you can help make cool stuff using Gwent assets (like community sites or Let's Plays).

11. VIRTUAL CURRENCY AND GOODS

11.1 How to use Virtual Goods and Virtual Currency. Gwent allows you to purchase virtual, in-game digital items and content including but not limited to Gwent card packs, cosmetic and in-game enhancements, campaigns and other downloadable content (“Virtual Goods”). You may at our discretion be able to buy certain Virtual Goods with “real world” money, or virtual currencies such as 'Ore' (which you can earn by playing the game) and/or 'Card Scraps; (which you can earn through the Gwent in-game crafting system and/or also by playing the game)) or 'Meteorite Powder' (which you can purchase with “real world” money and/or earn by completing certain in-game activities) (we

will refer to them together as “Virtual Currency”). We are the sole provider and issuing authority regarding Virtual Goods and Virtual Currency and only Gwent users can use them.

11.2 Payment requirements. If you buy Virtual Goods and/or Virtual Currency, you agree to the pricing, payment and billing policies applicable to them, as notified to you at the time of purchase. You are responsible for ensuring that you have authorization to use any chosen payment method, which includes obtaining account-holder/parent/guardian approval if applicable. You are responsible for ensuring that this authorization is maintained at all material times. Do not make inappropriate charge-back or refund requests. You are responsible for applicable fees and taxes. All payments are non-refundable and non-transferable except as expressly provided in this Agreement.

11.3 Legal requirements. Virtual Goods and Virtual Currency are digital items only with no cash-value or real world existence and cannot be ‘bought’, ‘sold’, gifted, transferred or redeemed, whether or not for other Virtual Goods, Virtual Currency, ‘real world’ money, goods, services or items of monetary value. Trading Virtual Goods or Currency is prohibited (unless we specifically permit otherwise in Gwent). Your right to use any Virtual Goods and Virtual Currency that you obtain is limited to a limited, non-exclusive, non-assignable, non-transferable, non-sub-licensable, revocable licence to use such Virtual Goods and Virtual Currency solely for your personal entertainment and non-commercial use in Gwent only. You have no property interest or right or title in any Virtual Goods or Virtual Currency, which remain CD PROJEKT RED’s property. CD PROJEKT RED reserves the right to reverse, change or amend Virtual Goods or Virtual Currency transactions or other matters if necessary to protect Gwent or to enforce this Agreement.

11.4 Limits. In order to protect Gwent, Gwent users and to stop fraud, we may impose limits on use of Virtual Goods and Virtual Currency (including transaction limits and balance amounts).

11.5 Expiry. Virtual Goods and Virtual Currency do not expire, but we reserve the right to change or amend that if necessary. We are not obliged to provide Virtual Goods or Virtual Currency to you.

11.6 Virtual Goods/Currency may change. The existence of a particular offer for Virtual Goods or Virtual Currency is not a commitment by us to maintain or continue to make the Virtual Goods or Virtual Currency or that offer available in the future. The scope, variety and type of Virtual Goods and Virtual Currency that you may obtain can change at any time and we have the right to manage, regulate, control, modify or remove Virtual Currency or Virtual Goods in our sole discretion if we consider any of this necessary for the ongoing operation of Gwent or for other legitimate reasons, in which case we will have no liability to you or anyone for the exercise of such rights. We will endeavor where possible to give you reasonable notice of any such changes and to explain the reasons why.

11.7

Refund rights.

If you are resident in the European Union:

Subject to the terms of any applicable device/platform via which you access Gwent: you have the right to withdraw from a purchase of Gwent, Virtual Currency and/or Virtual Goods within 14 days of your purchase, without giving a reason. You hereby expressly acknowledge that you lose your right of withdrawal once the performance of our service has begun and your account is provided with

access to the Virtual Goods and/or Virtual Currency. You agree that the supply of Virtual Goods and/or Virtual Currency and the performance of services begins immediately after you complete your purchase. Therefore, once access to the Virtual Goods and/or Virtual Currency has been enabled on your account, the contract has been fully performed by us.

If you are resident elsewhere in the world outside the European Union (including the USA):

Subject to the terms of any applicable device/platform via which you access Gwent: all purchases are final and no refunds will be made or returns accepted.

You can buy cool stuff like card packs and new campaign content. There are some legal rules for them. Although very shiny and valuable in-game, none of these things have a “real world” monetary value – please do not try to buy or sell this stuff to other players!

There are a number of rules regarding virtual items/currency use, which we are required to have for our protection and for yours (see opposite).

12. GWENT MASTERS

12.1 We have prepared an additional set of rules (which we call the “[Gwent Masters Official Rules](#)”) which apply to all Gwent esports events and tournaments, including but not limited to the Pro Ladder, Open Tournaments, Challenger Tournaments, World Masters and Third Party Tournaments (these terms are all defined in the Gwent Masters Official Rules). If you participate in any such Gwent esports event or tournaments, you will need to comply with the Gwent Master Official Rules in addition to this User Agreement.

12.2 As part of Gwent esports events and tournaments, we may decide to award Crown Points (defined in the Gwent Masters Official Rules) to top performing players and event winners. Crown Points have no cash-value or real world existence and cannot be ‘bought’, ‘sold’, gifted, transferred or redeemed whether or not for Virtual Goods, Virtual Currency, ‘real world’ money, goods, services or items of monetary value. CD PROJEKT RED reserves the right to reverse, revoke, deduct, withdraw, change or amend Crown Points at its sole discretion, as further detailed in the Gwent Masters Official Rules.

12.3 If there is a difference between the Gwent Masters Official Rules and the Gwent User Agreement, Privacy Policy or Gwent Masters FAQs, the Gwent Masters Official Rules will take priority in relation to Gwent Masters-specific matters.

We have prepared a separate set of rules that apply to our Gwent esports events and tournaments which you [can find here](#).

13. FEEDBACK OR SUGGESTIONS

13.1 Gwent is a game inspired by player feedback, and we would love to hear from you about your experience -- just contact us via www.playgwent.com/contact-support. However, we wouldn't be the legal department, if we hadn't included a disclaimer, wouldn't we? While writing us, please remember that we may choose not to use or accept player suggestions and, should we do somehow incorporate a suggestion into the game, we are not in any way obliged to reimburse you financially (or in any other fashion).

It's cool to send us feedback and suggestions about Gwent. Thank you! However please don't be disappointed if we don't use them or reward you for them. This does not mean we do not appreciate it.

14. THIRD PARTY CONTENT AND EXTERNAL SERVICES

14.1 You might get links from us to third party websites or content through Gwent. You may also access Gwent through different platforms and devices. Using them is up to you – we cannot promise they will work, what they will be like or if they are free. Our partner devices/platforms may be subject to their own legal terms, compliance with which is your sole responsibility. They may also offer complementary features to Gwent (such as digital money wallets) – again, this is a matter solely for you and them.

You click on a link taking you outside of our little kingdom = we cannot look after you anymore. Your devices, your responsibility.

15. WARRANTIES AND LIABILITY

15.1 Our warranties. We warrant that: (i) we have the right to enter into this Agreement and to grant you the licence to use Gwent in section 3; (ii) we will take reasonable care with Gwent and your use of it and (iii) we will use reasonable endeavors to comply with applicable laws in performing our obligations to you under this Agreement.

15.2 Your representations and warranties. You represent and warrant that you have the full power and ability to enter into this Agreement and will follow fully its terms. You also represent and warrant that any Shared User Content, which you transmit via Gwent does not infringe upon the intellectual property rights of any third party. You further represent and warrant that you will not use or contribute Shared User Content that is unlawful, tortious, defamatory, obscene, invasive of the privacy of another person, threatening, harassing, abusive, hateful or racist.

15.3 Limitation of liability

This section does not apply to you if you are resident in the European Union or countries whose laws specifically prohibit the following liability limitations, but it does apply to you if you are resident in the USA.

(i) OUR DISCLAIMERS. Except as we have set out elsewhere in this Agreement, CD PROJEKT RED and its affiliates, partners and licensors disclaim any implied or express warranties or representations regarding Gwent. This includes without limitation any allegations of: (i) negligence; OR
(ii) lack of satisfactory quality, merchantability or fitness for purpose; or
(iii) the existence of any faults or errors; or (iv) infringement of any third party intellectual property rights. GWENT IS otherwise provided to you on an "as is", "AS AVAILABLE" basis without warranties or representations of any kind, express or implied. To the fullest extent permitted by applicable law, we disclaim all warranties, express or implied, which might apply to Gwent, including without limitation: implied warranties of title, non-infringement, merchantability, satisfactory quality, fitness for a particular purpose, any warranties that may arise from course of dealing or course of performance or usage of trade, freedom from viruses or errors OR DEFECTS, and/or any warranties as to the accuracy, LEGALITY, reliability or quality of any content or information contained within Gwent. We do not warrant that Gwent will be uninterrupted or error-free, that defects will be corrected, or THAT THE GAME WILL BE free of viruses or other harmful components.

(II) OUR LIABILITY LIMITATION. To the maximum extent permitted by applicable law, CD PROJEKT RED, its affiliates, partners and licensors shall not be liable for any loss, damage or harm of any kind arising from the use or inability to use or 'loss' relating to Gwent. CD PROJEKT RED, its affiliates, partners and licensors shall not be liable for any indirect, consequential, incidental, special, punitive or exemplary damages or any other damages arising out of or connected with THE SAME. This includes if you suffer damage because you cannot use GWENT (either temporarily or permanently). None of the above will be affected in any way even if CD PROJEKT RED or its affiliates, partners or licensors are at fault (whether through negligence, breach of contract, breach of warranty or strict liability) and even if you or we have been advised of the possibility of such damages.

(III) OUR LIABILITY CAP. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL OUR TOTAL LIABILITY TO YOU IN CONNECTION WITH GWENT OR THIS AGREEMENT EXCEED AN AMOUNT EQUAL TO THE AMOUNT YOU HAVE ACTUALLY PAID US (IF ANY) IN CONNECTION WITH THE MATTERS UNDERLYING ANY CLAIM(S).

(IV) YOUR INDEMNITY TO US. You agree to indemnify and hold harmless on demand CD PROJEKT RED, its affiliates, licensors and partners from all liabilities, claims and expenses, including legal fees, in connection with: (1) any alleged or actual breach of this Agreement; (2) the use of Gwent by you or any person on your behalf; (3) INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OR OTHER PROPERTY OF CD PROJEKT RED; and/or (4) YOUR SHARED USER CONTENT. If claims are brought against us, then YOU WILL COOPERATE FULLY WITH US AND we reserve the right to take over their defence. YOU WILL NOT SETTLE ANY SUCH CLAIMS WITHOUT OUR PRIOR WRITTEN CONSENT.

(V) INJUNCTIVE RELIEF. YOU AGREE THAT ANY LOSS, DAMAGE OR HARM YOU SUFFER ARE NOT IRREPARABLE OR SUFFICIENT, and other remedies will be adequate, such that you are not entitled TO INJUNCTIVE OR OTHER EQUITABLE RELIEF AGAINST US.

(VI) Residents of California. If you reside in the state of California you are entitled to the following specific consumer rights information: you may contact the Complaint Assistance Unit of the Division of Consumer Services of the Department of Consumer Affairs by mail at 400 R St., Suite 1080, Sacramento, California, 95814, or by telephone at 916.445.1254. California residents expressly agree to waive California Civil Code Sec. 1542, which states: "A general release does not extend the claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

We make binding promises (called 'warranties') about Gwent, for example that we will take reasonable care regarding your use of Gwent. We also explain a bit further how we are legally responsible to each other.

If you are outside the EU: We are not responsible to you for how Gwent works and we do not make any legally binding promises to you about them generally. We also limit our liability to you and ask you to "indemnify" us (which basically means to financially compensate us) if you breach the Agreement.

These provisions do not apply if you live in the EU or other applicable countries.

16. TERMINATION

16.1 Your termination rights. You can terminate this Agreement by permanently stopping use of Gwent at any time. Termination will not affect already existing rights or obligations of us or you.

16.2 Our termination rights. We may cancel or suspend your access to Gwent if you materially breach this Agreement, which includes but is not limited to a breach of this Agreement which is serious and/or which could cause real harm to Gwent, Gwent users, CD PROJEKT RED or other matters governed under this Agreement. In particular, it applies to the Gwent rules we specify in section 9 above (for example, no cheating or account misuse). If we cancel or suspend your account in this way, we will try reasonably to contact you to explain why we have done this and what (if anything) you can do as a result. Cancellation or suspension will include you losing access to Virtual Goods and Virtual Currency. If we cancel or suspend your account under this section, then we will not have any obligations or liabilities to you at all.

16.3 Stopping Gwent. It seems very unlikely, but if we have to stop providing access to Gwent permanently (not because of any breach by you), we will try to give you at least one hundred and twenty (120) days advance notice by posting a note on cdprojektred.com. In this case, we will not have any future obligations or liabilities to you (this does not affect any pre-existing obligations or liabilities).

You can terminate this Agreement by just stopping playing Gwent for good.

If you seriously breach this Agreement you may lose access to Gwent (temporarily or permanently).

If in the very unlikely situation we have to stop running Gwent, we'll try to give you advance notice.

17. FORCE MAJEURE

17.1 Neither of us will be liable to the other regarding any performance, or non-performance, or delay, in whole or in part, due to Force Majeure.

“Force Majeure” means any cause preventing a party from performing any or all of its obligations which arises from or is attributable to acts, events, omissions or accidents beyond the reasonable control of the party so prevented including strikes, lock-outs or other industrial disputes (other than any such dispute involving the workforce of the party so prevented), nuclear accident or acts of God, war or terrorist activity, riot, civil commotion, malicious damage (excluding malicious damage involving the employees of the affected party or its sub-contractors), compliance with any law or governmental order, rule, regulation or direction, industrial action by employees of any providers of electrical power, failure of technical facilities, hacking, denial of service or other IT attack, deployment of IT virus malware or similar technology, fire, flood, or storm or default of suppliers or sub-contractors.

If unforeseen events beyond your or our control occur (war, earthquake, gigantic flood, alien attack, Godzilla, etc. - ok the last two are jokes), then neither of us will be liable to the other for any obligations, which can't be performed.

18. GOVERNING LAW

18.1 If you are resident in the European Union and elsewhere in the world (but not the USA):

You and we agree that your use of Gwent, and this Agreement, and any issues arising out of them, will be governed by and interpreted according to the laws of Poland and any dispute regarding it will be exclusively under the jurisdiction of the courts of Poland. In any legal claim under this Agreement, the side which wins will be entitled to its legal fees and expenses.

If you are resident in the USA:

To the extent not covered by the Dispute Resolution and Arbitration language below, you and we agree that your use of Gwent, and this Agreement, and any issues arising out of them, will be deemed to be entered into in Los Angeles, California and governed by and interpreted according to the laws of the State of California, USA (and, if applicable, US Federal law) without regard to choice of law principles. Any legal claim by you against CD PROJEKT RED, to the extent not covered by the Dispute Resolution and Arbitration language below, will be made exclusively in state or federal court located in Los Angeles, California, which will have subject matter jurisdiction regarding the dispute between you and us and therefore we both consent to the exclusive jurisdiction of those courts. Moreover, you waive any rights to argue that the state and federal courts in Los Angeles, California are an improper venue. In any legal claim under this Agreement, the side who wins will be entitled to its legal fees and expenses.

Any legal questions / complaints / claims regarding this Agreement are under Polish law and jurisdiction for users all around the world except users resident in the USA, who are under California law and jurisdiction.

19. DISPUTE RESOLUTION AND BINDING ARBITRATION

19.1 If you have concerns or issues with us, we hope we can resolve them quickly and amicably through www.playgwent.com/contact-support. However, we recognize that occasionally there might be legal disputes which are not so easily resolved. In this section we explain what happens if there is a legal dispute.

19.2 Informal dispute resolution:

We and you both agree to make reasonable and good faith efforts to resolve any dispute between us informally. Normally we would suggest that this dispute resolution period lasts 30 days unless exceptional circumstances exist. If it is not resolved during this time, the next steps depend on where you live. If you are resident in the European Union, you may be entitled to submit a complaint through the Online Dispute Resolution Platform operated by the European Commission, details of which can be found at ec.europa.eu/consumers/odr/.

(1) Dispute resolution next steps: if you live in the European Union or elsewhere in the world (but not the USA):

You and we have the legal right to commence legal claims against each other if we consider it necessary. If you bring a claim against CD PROJEKT RED, you should address it to "Legal Team, CD Projekt SA, ul. Jagiellońska 74; 03-301, Warsaw, Poland" with a copy to legal@cdprojektred.com.

(2) Dispute resolution next steps: if you live in the USA: Arbitration:

We and you agree to resolve all disputes and claims between us in individual binding arbitration.

This includes without limitation any claims arising from this Agreement, any part of the relationship between you and us or your use of Gwent or other CD PROJEKT RED games and services. This section applies whether the dispute or claim is based in contract, tort, statute, fraud, unfair competition, misrepresentation or any other legal doctrine.

(Some explanatory notes from us: "arbitration" is a consensual dispute resolution process where both sides present their case to a neutral arbitrator (not a judge or jury). Arbitration is less formal than court litigation and it has less formal rules (which we talk about below). Just so we and you are clear: by choosing arbitration you and we are giving up the right to have any dispute between us heard in court before a judge and/or jury.) You and CD PROJEKT RED agree that any claim arising out of or related to Gwent must be made within one (1) year after the claim arose; otherwise, such claim is permanently barred. You agree that the provisions in this paragraph will survive any termination of your account or Gwent.

How to start an arbitration:

If either of us wants to commence arbitration, then they have to send the other side a written notice setting out the basis of the claim and what remedy the commencing side wants from the other side. A printed version of this Agreement and of any notice given in electronic form shall be admissible to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. If you send a notice to us, please send by mail and by email. You or CD PROJEKT RED may bring an arbitration at any reasonable AAA location within the United States that is convenient for you.

The rules for the arbitration:

The US Federal Arbitration Act applies to this section. The arbitration will be governed by the Commercial Arbitration Rules of the American Arbitration Association ("AAA") and, where applicable, the AAA's Supplementary Procedures for Consumer Related Disputes, as modified by this Agreement (<http://www.adr.org>). The arbitrator will be bound by this Agreement.

The arbitration shall be conducted by a single arbitrator with substantial experience in resolving intellectual property and commercial contract disputes, who shall be selected from the appropriate list of AAA arbitrators. The determination of whether a dispute is subject to arbitration shall be governed by the Federal Arbitration Act and determined by an arbitrator rather than a court. The AAA will administer the arbitration and it will be conducted in the English language. It may be conducted through the submission of documents, by phone, or in person at a mutually agreed location. The arbitration hearing must commence within thirty (30) days from the appointment of the arbitrator, unless otherwise agreed to by you and CD PROJEKT RED. The AAA will only have power to arbitrate the dispute between you and us and not in relation to other people under this particular arbitration. Judgment upon an award rendered by the arbitrator may be entered in any court having jurisdiction or application may be made to such court for judicial acceptance of any award and an order of enforcement, as the case may be.

If you seek US \$10,000 or less, CD PROJEKT RED agrees to reimburse your filing fee and your share of the arbitration costs (but not including any attorney's fees or expert witness fees), including your share of arbitrator compensation, at the end of the arbitration, unless the arbitrator decides your claims are without merit or your costs are unreasonable. CD PROJEKT RED agrees not to seek its legal fees or costs in the arbitration unless the arbitrator determines your claims are without merit or your costs are unreasonable. If you seek more than US \$10,000 then the arbitration costs, including arbitrator compensation, will be split between you and CD PROJEKT RED according to the AAA

Commercial Arbitration Rules and the AAA's Supplementary Procedures for Consumer Related Disputes, if applicable.

What the dispute resolution and arbitration sections do not apply to:

The dispute resolution and arbitration requirements do not apply to claims or disputes brought by either you or us which relate to claims of intellectual property rights infringement or claims of unauthorized use, piracy, theft or misappropriation.

This section does not prevent you from bringing your dispute to the attention of any federal, state, or local government agencies that can, if the law allows, seek relief from us for you.

Waiver of collective action remedies:

To the maximum extent permitted by the national or state law applicable, you and we agree not under any circumstances to bring or participate in a class or representative action, private attorney general action or collective arbitration. That means, to the full extent permitted by law, (1) no arbitration shall be joined with any other; (2) there is no right or authority for any dispute to be arbitrated on a class-action basis or to utilize class action procedures; and (3) there is no right or authority for any dispute to be brought in a purported representative capacity on behalf of the general public or any other persons.

If the agreement in this section not to bring or participate in a class or representative action, private attorney general action or collective arbitration is found illegal or unenforceable, you and CD PROJEKT RED agree that it will not be severable: this entire section will be deemed unenforceable and any claim or dispute will therefore be resolved in court.

If you have any concerns or issues you can visit <http://www.cdprojekt.com/support>. We hope we can resolve any complaints with you through informal dispute resolution.

If we can't resolve a dispute with you informally, then this is what happens next.

IMPORTANT: if you live in the USA, this section involves both you and us agreeing to mandatory arbitration of any dispute between us.

If you live in the USA or the rest of the world (but not the EU) you and we agree not to bring any class action or similar collective legal action against each other. We will resolve legal disputes with each other through the process outlined above.

20. OTHER LEGAL STUFF

20.1 If any part of this Agreement is found not to be legally enforceable, this will not affect any other part of it

20.2 This Agreement governs our relationship with you (and vice versa). It does not create any rights for anyone else.

20.3 Please remember that we are subject to various laws and we may be required to comply with law enforcement or other legal requirements, including import/export controls.

20.4 You and we agree that the UN Convention on Contracts for the International Sale of Goods does not apply to Gwent or this Agreement.

20.5 We can assign, subcontract or transfer this Agreement to a third party or another member of our group if necessary for the support of Gwent, as part of any reorganization or merger or for other business reasons. We will notify you if this happens.

20.6 No failure or delay by us or you to exercise any right or remedy provided under this Agreement or by law will constitute a waiver of that or any other right or remedy, nor will it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy by us or you will preclude or restrict the further exercise of that or any other right or remedy.

20.7 This Agreement does not create any exclusive relationship between us nor any partnership, joint venture, employment or agency.

This section sets out a few additional, hopefully self-explanatory rules about how this Agreement works legally. For example:

This Agreement is just between you and us.

We might be required to comply with law enforcement requests.

21. CHANGES TO THIS AGREEMENT

21.1 We may change this Agreement if we think it is necessary, e.g. for legal reasons or to reflect changes in Gwent. If so, we will make the changed Agreement available online and make reasonable efforts to tell you about it (by e.g. sending you a notice in the game and asking you to accept the change).

21.2 Once we change the Agreement, it will become legally binding on you 30 days after we post it online. During that period, you're welcome to contact us at legal@cdprojektred.com if you have specific questions about the changes.

21.3 If you do not agree to those changes (regardless of whether you email us), then unfortunately we need to ask you to cease using Gwent. We are sorry we have to say that, but we hope you will appreciate that for Gwent to work properly we need to have everyone using them under the same rules instead of different people having different rules. That's why we encourage you to get in contact if you have queries or concerns.

We can change this Agreement but if we do we'll put the changed version online and normally it will take effect a reasonable time period afterwards.

If you have any questions with regards to the changes, you may contact us at legal@cdprojektred.com.