

CHAOS Black Week General TERMS & CONDITIONS

Chaos Software GmbH or any of its affiliated companies, (“**we**”, “**Chaos**” or “**Company**”), may at times offer you (“**you**”) the opportunity to receive a 20% discount on certain Chaos Software Products on the first year of an annual license purchase (“**Program**”) offered on its web sites located at <https://www.chaos.com>, (the “**Platform**”).

IF YOU FAIL TO COMPLY WITH THE FOLLOWING TERMS, AT OUR SOLE DISCRETION, YOU WILL FORFEIT REWARDS OTHERWISE EARNED DURING ANY PERIOD OF NON-COMPLIANCE AND WE MAY, AT OUR SOLE DISCRETION TERMINATE THIS AGREEMENT WITH IMMEDIATE EFFECT.

PLEASE NOTE THAT THESE TERMS ARE SUBJECT TO CHANGE BY CHAOS IN ITS SOLE DISCRETION AT ANY TIME. When changes are made, we will make a new copy of the Terms and Conditions available at the Platform. We will request that you assent to the updated terms, provided that if you do not assent to the updated terms, then you may decline and your participation in the Program will terminate immediately. Otherwise, your continued active participation in the Program constitutes your acceptance of such change(s).

1. By participating in the Program, you are bound by these Terms and Conditions (“**Terms**”) and indicate your agreement to them. All of the Company's decisions are final and binding.
2. The personal information collected, processed and used as part of the Program will be used in accordance with Chaos' Privacy Policy, which is available for your review at <https://www.chaos.com/privacy>.
3. This Program is void where such programs are prohibited. If you are under 18 years old or the age of majority in your jurisdiction, then you may not participate in the Program.
4. Discount. If during the term of the Program you (i) purchase a new annual license, (ii) add more seats to an existing subscription or (iii) upgrade from monthly to an annual license of (a) all Chaos Software Products excluding Render Nodes and Cloud Credits or (b) V-Ray for Blender Software (each the “**Software**”) via any of Chaos' authorized channel partners, (distributors or re-sellers), and (iv) you are not subject to License Compliance investigation by Chaos or its affiliates, you receive a 20% discount on an annual license Software purchase, or on every newly added seat to an annual license (as the case may be). The offer is valid for the mentioned Software licenses only. (“**Discount**”).

The Discount is limited to a one-time discount of the first term of any new aforementioned annual license purchased. Following the expiration of the license term, the license will renew with the applicable standard pricing. The Discount cannot be combined with any other discounts or special offers.

5. No one may use the Program to violate any law, infringe or violate the rights of any third party, or otherwise act in a manner that is deemed harassing, harmful, illegal, hateful, obscene or outside the spirit and intent of the Program. In addition, you may not (i) tamper with the Program, (ii) act in an unfair or disruptive manner, or (iii) use any system, bot or other device or artifice to participate or receive any benefit in the Program. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROGRAM MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE COMPANY RESERVES THE

RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY FEES) TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

7. Chaos Trademarks. Other than with respect to materials provided to in connection with your participation in the Program, your status as a participant in the program does not entitle you to use any trademarks, copyrighted materials, patents, names, logos or other intellectual property owned or licensed by Chaos or its respective affiliates.

8. Limitation of Liability: Chaos shall be liable in accordance with the statutory provisions for damages and reimbursement of expenses which were caused by intentional misconduct or gross negligence of Chaos's legal representatives or management employees, for fraudulently non-disclosed defects, for personal damages, for initial impossibility insofar as Chaos had known or should have known of the initial impossibility at the time of the conclusion of the contract. Chaos shall be liable for damages and reimbursement of expenses in the amount of the typical and foreseeable losses resulting from negligent violations of Chaos's essential contractual obligations or fundamental obligations and for damages caused by Chaos's employees as a result of gross negligence or intention without violating essential contractual provisions or fundamental obligations. As used herein, "fundamental *obligations*" shall mean such obligations the fulfilment of which is a prerequisite for the transaction of this agreement, and which are trusted to be complied with by you or on the fulfilment of which you may regularly trust. Otherwise, any liability of Chaos shall be excluded.

9. Disclaimer of Warranties. YOU EXPRESSLY UNDERSTAND AND AGREE THAT THE PROGRAM AND THE CHAOS PLATFORM ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OR CONDITIONS OR MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. CHAOS MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE CONTENT PROVIDED THROUGH THE CHAOS PLATFORM OR THE CONTENT OF ANY SITES LINKED TO THE CHAOS PLATFORM.

10. Right to Cancel, Modify or Terminate. We reserve the right to cancel, modify or terminate the Program at any time for any reason. We reserve the right to disqualify any user at any time from participation in the Program if we have a good faith belief that he/she has violated any of these Terms and Conditions.

11. Applicable Law. Except where prohibited, disputes, claims and causes of action arising out of or related to this Program or any prize awarded shall be resolved under the laws of Germany (without reference to its conflicts of laws principles), all users agree to submit any dispute to the exclusive jurisdiction of the courts located in Düsseldorf, Germany.