

YESIM GENERAL PROMOTION RULES

These General Promotion Rules (“Rules”) apply to promotional campaigns, contests, sweepstakes, prize draws, discount programs, bonus initiatives, and other promotional activities (each a “**Promotion**”) organized by Genesis Group AG, operating under the YESIM brand (“**YESIM**”, “**we**”, “**us**” or “**our**”).

By entering a Promotion (becoming a “**Participant**”), you:

- agree to be bound by these Rules and YESIM’s Terms of Service; and
- acknowledge that you have read and understood YESIM’s Privacy Policy.

Please note that the rules on Promotional Programs set out in Section 14 of Yesim’s Terms of Service also apply to all Promotions under these Rules.

Each Promotion may also be subject to additional specific terms and conditions (“**Specific Promotion Terms**”), which will be published on the relevant promotion page. In the event of any conflict between these Rules and any Specific Promotion Terms, the Specific Promotion Terms shall prevail.

Promotions are subject to applicable laws and regulations and may be void, restricted, or unavailable in certain jurisdictions.

1. Eligibility to Participate

You are eligible to participate in a Promotion if you:

- are at least 18 years old (or the legal age of majority in their country of residence, if higher);
- reside in a jurisdiction where the Promotion is legally permitted;
- have a genuine and active YESIM account; and
- meet any additional eligibility requirements set out in these Rules or in the applicable Specific Promotion Terms.

Employees, officers, directors, contractors, agents, representatives of YESIM and its affiliates, as well as marketing agencies, partners, and their immediate family members or household members, are not eligible to participate unless otherwise is stated in the applicable Specific Promotion Terms.

YESIM may verify your eligibility at any time. Any breach may result in disqualification in accordance with Section 13 (Fraud, Disqualification and Revocation).

YESIM may restrict or refuse your participation, or decline to award a Prize, where required to comply with sanctions, export control, or other applicable laws, or where local regulatory, licensing, registration, or tax obligations would be impracticable or disproportionate.

2. Promotion Period

Each Promotion will begin and end on the dates and times specified in the applicable Specific Promotion Terms (“**Promotion Period**”).

YESIM may adjust the Promotion Period, where reasonably necessary due to fraud, abuse, technical issues, legal requirements, force majeure, or circumstances beyond YESIM's reasonable control. Where possible, such changes will not materially disadvantage Participants who have already submitted valid Entries, unless required by law or unavoidable.

Any material changes will be communicated through the applicable Specific Promotion Terms or the relevant promotion page.

3. Validity of Entries

You should submit a registration or entry in accordance with these Rules and the applicable Specific Promotion Term to participate in a Promotion ("**Entry**"). Only Entries submitted within the Promotion Period and in the manner specified for the relevant Promotion will be considered valid.

The use of automated systems, scripts, bots, macro programs, artificial intelligence tools, or other unauthorized methods to generate Entries is strictly prohibited.

Unless otherwise expressly permitted, you may submit only one Entry using a single YESIM account. The use of multiple accounts, identities, devices, or other circumvention techniques is strictly prohibited.

Entries that do not comply with these Rules or the applicable Specific Promotion Terms may be invalidated in accordance with Section 13 (Fraud, Disqualification and Revocation). YESIM is not responsible for technical failures, platform outages, network issues, or other errors that may affect the submission or receipt of Entries.

Any attempt to manipulate, interfere with, or undermine the legitimate operation of a Promotion may result in disqualification, account suspension, or legal action.

4. Participation; No Purchase Requirement

Participation in a Promotion is free of charge unless expressly stated in the applicable Specific Promotion Terms.

No purchase is necessary to participate or win, and making a purchase will not increase the chances of winning.

Promotions are conducted as marketing and promotional activities and are not intended to constitute lotteries, gambling activities, or games requiring consideration under applicable law.

You must follow the instructions and requirements specified in these Rules and in the applicable Specific Promotion Terms and are responsible for ensuring that your participation complies with applicable laws in your jurisdiction.

5. Submission-Based Promotions

This Section applies where a Promotion requires you to submit content or other materials (each a "**Submission**").

By submitting a Submission, you represent and warrant that:

- the Submission is original or otherwise lawfully obtained and submitted by the Participant;
- the Submission does not infringe the intellectual property, privacy, publicity, moral, or other rights of any third party;
- the Submission has not been published previously or entered in other contests;
- the Submission complies with applicable law and does not contain unlawful, defamatory, discriminatory, or offensive content.

By submitting a Submission, you grant YESIM an unconditional, perpetual, irrevocable, worldwide, royalty-free, transferable and sublicensable license to use, reproduce, modify, adapt, publish, display, distribute, and otherwise exploit the Submission, in whole or in part, in any media and for any purpose, including commercial and promotional purposes, without further approval or compensation. The rights granted under this Section include the right to use your name, image, likeness, voice, statements, and biographical material as incorporated in or associated with the Submission.

By submitting a Submission, you waive any moral rights in the Submission, to the maximum extent permitted by applicable law, and agree, if requested, to execute documents necessary to confirm the assignment or transfer of rights in favor of YESIM.

By submitting a Submission, you agree to indemnify and hold harmless YESIM and its affiliates from and against any claims, liabilities, damages, or expenses arising out of or in connection with the Submission, including trademark, copyright, privacy, publicity, or defamation claims.

Non-compliant Submissions may result in disqualification in accordance with Section 13 (Fraud, Disqualification and Revocation).

6. Winner Selection

The method of selecting winners will be specified in the applicable Specific Promotion Terms.

Where a Promotion involves a prize draw, winners will be selected from among valid Entries submitted by eligible Participants using a random and objective selection process. The selection process may include automated randomization systems or algorithmic tools based on system-generated participation identifiers or other neutral selection criteria.

Where a Promotion is based on skill, merit, achievement of defined criteria, order of participation, or other non-random mechanisms, winners will be determined in accordance with the evaluation criteria or selection process described in the applicable Specific Promotion Terms.

The odds of winning depend on the total number of valid Entries during the Promotion Period.

For multi-stage or phased Promotions, your eligibility for subsequent draws and any roll-over of your non-winning Entries will be determined in accordance with the applicable Specific Promotion Terms.

YESIM's decisions regarding the selection of winners shall be final and binding, subject to applicable law.

7. Winner Notification and Verification

Participants selected as winners will be notified using the contact details associated with their YESIM account or the relevant Entry, as specified in the applicable Specific Promotion Terms.

A winner may be required to:

- confirm continued eligibility;
- verify their identity;
- provide any additional information reasonably required to administer the Promotion; and
- submit tax or other documentation where required by applicable law.

If a selected Participant fails to respond within the specified timeframe, or is found to be ineligible or non-compliant with these Rules or the applicable Specific Promotion Terms, YESIM may disqualify that Participant and select an alternate winner from among the remaining valid Entries.

8. Prizes

The nature, quantity, and approximate retail value of any prize (each a "**Prize**") will be specified in the applicable Specific Promotion Terms. A Prize will only be awarded to a verified winner in accordance with Section 7 (Winner Notification and Verification).

Unless otherwise expressly stated in the applicable Specific Promotion Terms:

- prizes are non-transferable and non-assignable;
- prizes may not be redeemed for cash or exchanged for alternative benefits;
- prizes are provided "as is" and without warranties, except as required by applicable law;
- YESIM may substitute a Prize with another prize of equal or greater value if the advertised Prize becomes unavailable due to circumstances beyond YESIM's reasonable control.

Where a Prize includes access for additional persons (such as guests), such persons must meet any applicable legal age requirements or provide parental or guardian consent where required.

YESIM is not responsible for any costs, expenses, travel, accommodation, insurance, or other arrangements related to a Prize unless expressly stated in the applicable Specific Promotion Terms.

Prizes will be delivered or credited in the manner specified in the applicable Specific Promotion Terms. YESIM is not responsible for failure to deliver a Prize where incorrect or incomplete contact information has been provided.

9. Promotional Credits and Digital Rewards

Digital rewards, promotional credits, wallet balances, discount vouchers, and similar non-cash benefits awarded in connection with a Promotion constitute a “Prize” for the purposes of these Rules, unless otherwise specified in the applicable Specific Promotion Terms.

Where a Promotion includes such digital or non-cash Prizes:

- they do not constitute legal tender;
- they have no cash value unless required by applicable law;
- they may be subject to usage restrictions, eligibility requirements, and expiration dates;
- they may not be transferred, withdrawn, or converted into cash;
- they may be revoked in accordance with Section 13 (Fraud, Disqualification and Revocation).

10. Taxes

Winners are solely responsible for any applicable taxes, duties, or other governmental charges associated with the receipt or use of a Prize. YESIM may require tax information or documentation and may report Prize values to relevant authorities where required by applicable law.

11. Data Protection

Your personal data collected in connection with a Promotion will be processed in accordance with YESIM’s Privacy Policy and applicable data protection laws.

Your personal data may be used for the purposes of administering the Promotion, verifying eligibility, validating Entries, selecting and notifying winners, awarding Prizes, and complying with legal or regulatory obligations. Such processing will be based on the performance of a contract, steps taken at your request prior to entering into a contract, YESIM’s legitimate interests in administering and securing the Promotion, or compliance with legal obligations, as applicable.

Any additional use, including marketing communications, requires a separate legal basis or your consent, as applicable.

12. Publicity

Where appropriate for transparency and integrity of the Promotion, YESIM may publish general limited participation information, such as anonymized or system-generated identifiers (e.g., Yesim user ID), provided that such publication does not reasonably enable your identification or access to your account.

Any broader use of your image, likeness, voice, statements, biographical material or other data for promotional or marketing purposes will require a separate legal basis or your consent, unless such use relates to a Submission under Section 5 (Submission-Based Promotions).

To the extent permitted by law, a Participant selected as a winner agrees that YESIM may publish their name, username, and country of residence for the purpose of announcing the results of the Promotion without additional compensation.

13. Fraud, Disqualification and Revocation

YESIM may, at any stage of a Promotion, disqualify you and/or invalidate your Entry or Submission, if YESIM reasonably determines that:

(a) You

- breach these Rules, the applicable Specific Promotion Terms, or YESIM's Terms of Service;
- provide false, misleading, inaccurate, or incomplete information;
- use duplicate, automated, non-compliant, or unauthorized accounts, identities, devices, or methods;
- engage in fraudulent, abusive, unlawful, or manipulative conduct; or
- otherwise act in a manner that undermines the integrity, fairness, proper functioning, or intended purpose of the Promotion.

(b) your Entry or Submission

- if it is incomplete, inaccurate, fraudulent, or submitted outside the Promotion Period;
- if it is not submitted in accordance with these Rules or the applicable Specific Promotion Terms; or
- if it contains unlawful, defamatory, discriminatory, offensive, or otherwise prohibited content, or infringes third-party rights.

Disqualification or invalidation may occur before or after the selection or notification of a winner.

In cases of ineligibility, non-compliance, or misconduct, as described in these Rules, YESIM may also withhold or revoke a Prize, cancel digital rewards or promotional credits, suspend or terminate accounts, and take any other action permitted under these Rules, YESIM's Terms of Service, or applicable law.

YESIM's exercise of such rights shall be proportionate and subject to applicable law.

14. Limitation of Liability

To the maximum extent permitted by applicable law, YESIM shall not be liable for:

- technical failures, network interruptions, platform outages, unauthorized access, or other events beyond YESIM's reasonable control;
- errors, delays, or disruptions in the administration of a Promotion caused by third parties or external systems;
- any indirect, incidental, special, consequential, or economic losses arising out of or in connection with participation in a Promotion or the acceptance or use of a Prize.

Participation in certain Promotions or the use of certain Prizes may involve inherent risks. Where a Prize involves third-party products or services (including travel-related components), such products or services are provided by the relevant third-party provider, and YESIM is not responsible for the performance or acts or omissions of such third-party provider, except as required by applicable law.

You agree to indemnify and hold harmless YESIM and its affiliates against any claims, losses, liabilities, damages, or expenses (including reasonable legal fees) arising directly from:

- a breach of these Rules, the applicable Specific Promotion Terms, or YESIM's Terms of Service;
- fraudulent, abusive, or unlawful conduct in connection with a Promotion; or
- any third-party claims resulting from a Submission made by you.

Nothing in these Rules excludes or limits YESIM's liability for death or personal injury caused by its negligence, fraud, wilful misconduct, or any other liability that cannot be excluded or limited under applicable law.

You remain responsible for any personal arrangements, travel, insurance, or other expenses associated with participation in a Promotion or the use of a Prize, unless expressly stated otherwise in the applicable Specific Promotion Terms.

15. Modification or Termination of a Promotion

YESIM may modify, suspend, or terminate a Promotion where reasonably necessary due to fraud, abuse, technical issues, legal requirements, force majeure, or circumstances beyond YESIM's reasonable control.

Where possible, such modification, suspension, or termination will not materially disadvantage Participants who have already submitted valid Entries, except where required by law or unavoidable.

Any material changes will be communicated to you through the applicable Specific Promotion Terms or the relevant promotion page.

16. Third-Party Platforms

Unless expressly stated otherwise in the applicable Specific Promotion Terms, a Promotion is not sponsored, endorsed, administered by, or associated with any third-party platform.

Any third-party platform used in connection with a Promotion (including social media platforms) is released from any liability related to the Promotion, to the extent permitted by applicable law.

17. Governing Law and Dispute Resolution

These Rules shall be governed by and construed in accordance with the laws of the Swiss Confederation, without prejudice to any mandatory consumer protection laws applicable in the Participant's country of residence.

In the event of any dispute arising out of or in connection with these Rules, the parties shall first attempt to resolve the dispute amicably through good faith negotiations.

If a dispute cannot be resolved amicably, it may be submitted to the competent courts of Switzerland, unless mandatory consumer protection laws provide otherwise.

18. Miscellaneous

If any provision of these Rules is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

These Rules, together with the applicable Specific Promotion Terms, YESIM's Terms of Service, and Privacy Policy, constitute the entire agreement in relation to a Promotion.

YESIM reserves the right to amend or update these Rules from time to time. Any such amendments will apply prospectively and will not materially adversely affect Participants who have already submitted valid Entries, unless required by applicable law or necessary due to circumstances beyond YESIM's reasonable control.

Material amendments will be communicated to you through the relevant Promotion page or other appropriate means.