

General Terms and Conditions

1. Scope and Contracting Party

1. These General Terms and Conditions ("GTC") apply to contracts for the purchase and delivery of goods concluded between customers and

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– hereinafter referred to as "we", "us" or the "Seller" –

via our online shop.

2. A consumer within the meaning of these GTC is any natural person who enters into a legal transaction for purposes that are predominantly outside their trade, business or independent professional activity.
3. An entrepreneur within the meaning of these GTC is a natural or legal person or a partnership with legal capacity that, when entering into the contract, acts in the course of its trade, business or independent professional activity.
4. For pledges and rewards made or offered as part of a Kickstarter campaign, the provisions of Section 12 below as well as Kickstarter's applicable Terms of Use shall additionally apply.
5. In the event of any conflict between these GTC and mandatory statutory provisions, the mandatory statutory provisions shall prevail.

2. Conclusion of Contracts in the Online Shop

1. The presentation of our products in the online shop does not generally constitute a legally binding offer, but rather an invitation to the customer to place an order.
2. The customer may select products and add them to the shopping cart. Before submitting the order, the customer may review and correct the information entered.
3. By clicking the button used to complete the order with an obligation to pay, the customer submits a binding offer to enter into a purchase contract for the goods contained in the shopping cart.
4. Receipt of the order will be confirmed to the customer electronically. A mere confirmation of receipt does not constitute acceptance of the customer's offer unless the confirmation expressly states otherwise.

5. The contract is concluded once we expressly accept the order, send a shipping confirmation or dispatch the goods to the customer.
6. Where the Shopify checkout process used by us provides for a different technical procedure due to the payment method selected, the contract may already be concluded upon completion of the respective payment transaction. The specific procedure is determined by the information displayed during the checkout process.

3. Contract Language and Storage of the Contract Text

1. The languages available for the conclusion of the contract are indicated in the online shop.
2. Where our shop is available in both German and English, customers may use the respective language version.
3. In the event of any inconsistency between the German and English versions of these GTC, the German version shall prevail in relation to customers whose habitual residence is in Germany, to the extent permitted by law.
4. Order details will be stored to the extent permitted by law and technically possible. The customer will receive the essential information relating to their order electronically.

4. Prices and Shipping Costs

1. All prices displayed to consumers are total prices including the applicable statutory value-added tax, where VAT is applicable.
2. Any additional delivery and shipping costs will be communicated to the customer before the order is completed.
3. Deliveries outside the European Union may be subject to additional customs duties, import taxes or other charges. Such charges are generally not levied by us but may be imposed by the competent authorities in the country of destination.
4. Where such charges are not collected by us or expressly included in the total price, they shall be borne by the customer.
5. The payment methods available in the online shop will be displayed to the customer before completion of the ordering process.

5. Payment

1. Payment shall be made using one of the payment methods offered during the ordering process.
2. Unless otherwise stated, the purchase price is due immediately upon conclusion of the contract.
3. Where an external payment service provider is used, that provider's additional contractual terms may apply.
4. The customer will only be charged in accordance with the payment method selected and the conditions displayed during checkout.

6. Delivery and Delivery Times

1. We deliver to the delivery territories specified in the online shop.
2. The applicable delivery time will be stated on the relevant product page or, at the latest, during the ordering process.
3. Unless otherwise stated, delivery periods begin upon conclusion of the contract and, where advance payment is required, upon receipt of the full advance payment.
4. Stated delivery periods take into account customary production, processing and transportation times.
5. If a product has not yet been manufactured or is offered as a pre-order, this will be clearly indicated before conclusion of the contract. In such cases, an estimated delivery period will be provided.
6. If unforeseen circumstances arise after conclusion of the contract that may delay delivery, we will inform the customer of the delay and provide an updated estimated delivery date as soon as possible.
7. Any mandatory statutory rights of the customer arising from delayed delivery remain unaffected.

7. Retention of Title

The goods delivered shall remain our property until the purchase price has been paid in full.

8. Right of Withdrawal for Consumers

1. Consumers generally have a statutory right of withdrawal in respect of distance contracts.
2. Details regarding the conditions, time limits and consequences of exercising the right of withdrawal are set out in our separate Withdrawal Policy.
3. We provide a model withdrawal form in accordance with the applicable statutory requirements.
4. Where required by law, we additionally provide an electronic withdrawal function through our online user interface.
5. Statutory exceptions to the right of withdrawal remain unaffected. These may apply in particular to goods made to the customer's specifications or clearly personalised to the customer's individual requirements.
6. Where the statutory right of withdrawal does not apply, the customer will be informed accordingly before conclusion of the contract.

9. Return Shipping Costs in the Event of Withdrawal

Provided that these GTC were accepted by the customer prior to conclusion of the contract, the customer shall bear the direct costs of returning the goods in the event of a valid withdrawal.

The statutory provisions governing reimbursement of the purchase price and, where applicable, the original delivery costs remain unaffected.

10. Liability for Defects

1. The statutory provisions governing liability for defects shall apply.
2. These GTC do not restrict the statutory rights of consumers in respect of defective goods.
3. If the goods delivered are defective, the customer shall in particular be entitled to the statutory rights to remedial performance and, where the relevant statutory requirements are met, to a reduction in price, rescission of the contract or damages.
4. A guarantee shall apply only where such a guarantee has been expressly given in relation to the relevant product. Statutory rights in respect of defects exist independently of any such guarantee.

11. Kickstarter Campaigns and Crowdfunding

11.1 Relationship with Kickstarter

1. Kickstarter is an independent crowdfunding platform.
2. Use of the Kickstarter platform is additionally subject to Kickstarter's applicable Terms of Use.
3. To the extent that a legal relationship arises through Kickstarter between us as the project creator and a backer, we are responsible for carrying out our project and fulfilling the obligations we have undertaken.
4. Kickstarter is generally not the seller of our products and assumes no responsibility for the manufacture or delivery of our rewards.

11.2 Nature of a Kickstarter Project

1. A Kickstarter project is intended to finance the development or manufacture of a new project.
2. Backers must take into account that products may change during development and production and that risks and delays may occur, particularly in connection with initial production runs.
3. Descriptions, images, prototypes and other representations used during a Kickstarter campaign may reflect the current stage of development.
4. Where changes compared with the presented stage of development become necessary, essential characteristics of a promised reward may not be altered to the detriment of the backer without legitimate justification.
5. Backers' statutory rights remain unaffected.

11.3 Estimated Delivery Dates

1. Delivery months or delivery periods stated on Kickstarter that are expressly identified as "estimated", "expected", "voraussichtlich" or by comparable wording constitute estimates based on the current status of the project and production.
2. We will make reasonable efforts to meet these estimated delivery periods.

3. Delays may arise in particular as a result of production, quality control, transportation, customs clearance, material availability or other circumstances typical of projects of this nature.
4. If we become aware of a material delay, we will provide backers with appropriate information regarding the cause of the delay and the updated status of the project.
5. This provision does not exclude any statutory claims arising from delay or non-performance.

11.4 Use of Funding

Funds received through Kickstarter will be used for carrying out the project and for costs associated with the project, including in particular development, production, graphics and design, samples and prototypes, packaging, logistics, shipping, platform and payment processing fees, taxes and other expenses directly or indirectly connected with carrying out the project.

11.5 Rewards

1. The nature and scope of a reward are determined by the description of the relevant reward tier published at the time the pledge is made.
2. The backer is responsible for providing us with the information required to fulfil the reward, in particular a correct delivery address, within the reasonable period specified by Kickstarter or by us.
3. Changes to a delivery address may no longer be possible once the shipping process has commenced.
4. Where we request information necessary to fulfil a reward, we will collect only the data required for that purpose.

11.6 Failure or Material Modification of a Kickstarter Project

1. If it becomes apparent that, despite serious efforts, the project cannot be carried out or cannot be carried out as originally intended, we will transparently inform backers of the reasons and of how we intend to proceed with the project.
2. Any rights to refunds, damages or other remedies arising under applicable law or Kickstarter's Terms of Use remain unaffected.

12. Product Presentation

1. Product images are intended to represent the relevant product as accurately as possible.
2. Minor colour variations may occur in particular due to different screen settings, production batches or printing processes.
3. Such variations shall only not constitute a defect where they are insignificant and neither conflict with an expressly agreed characteristic of the product nor with the objectively justified expectations applicable to the product.

13. Game Rules, Content and Permitted Use

1. Game rules, illustrations, designs, logos, texts and other content forming part of our products are protected, where applicable, by copyright or other intellectual property rights.
2. The purchase of a product does not transfer any rights to commercially reproduce, modify or otherwise exploit such content.
3. Ordinary private use of the card game remains unaffected.
4. Customers and other users are permitted to photograph or film the game for private or editorial purposes and to publish corresponding content on social media platforms, video platforms, streaming platforms, blogs or comparable channels. This includes, in particular, reviews, Let's Plays, unboxings, recorded gameplay sessions, reaction videos and other user-generated content.
5. However, the complete or substantial reproduction of the game or individual protected components of the game for the purpose of reproducing the game in whole or in part, or enabling third parties to do so, is not permitted. This applies in particular to the systematic scanning, photographing, digitisation, copying or printing of cards, game materials, rulebooks, illustrations or other components for the purpose of creating a playable copy or comparable reproduction.
6. The use of photographic or video material for advertising, press, reporting or content purposes remains permitted, provided that such use does not make a complete or substantially complete reproducible version of the game publicly available.
7. Uses permitted by law, in particular under mandatory provisions of copyright law, remain unaffected.

14. Liability

1. We shall be liable in accordance with mandatory statutory provisions, in particular under the German Product Liability Act (Produkthaftungsgesetz), where the applicable statutory requirements are met.
2. In the event of a slightly negligent breach of a material contractual obligation, our liability shall be limited to damages that are typical and foreseeable for this type of contract. Material contractual obligations are obligations whose proper performance is essential to the proper performance of the contract and on compliance with which the contractual partner may regularly rely.
3. In all other respects, liability for damage caused by slight negligence is excluded to the extent permitted by law.
4. The foregoing limitations of liability shall apply accordingly for the benefit of our legal representatives, partners, employees and agents where they are personally held liable and where such limitation of liability is permitted by law.
5. Mandatory statutory liability provisions and the personal statutory liability of the partners of a German civil-law partnership (Gesellschaft bürgerlichen Rechts – GbR) are not excluded or restricted by these provisions contrary to applicable law.

15. Damage in Transit

If goods are delivered with obvious damage caused during transportation, we ask the customer, where possible, to report such damage directly to the carrier and to inform us accordingly.

16. Changes to Orders

Changes to or cancellations of an order after conclusion of the contract are possible, outside the scope of a statutory right of withdrawal or any other statutory right, only for as long as the order has not yet entered production, picking or shipping processing.

There is no entitlement to a voluntary change or cancellation.

17. Vouchers, Discount Codes and Prize Draws

1. Promotional and discount codes may be subject to the specific conditions stated in connection with the relevant promotion.
2. Unless otherwise stated, discount codes cannot be combined with other discounts or promotional offers.
3. Discount codes generally cannot be applied retrospectively to an order that has already been completed.
4. The customer's statutory rights remain unaffected.
5. Prize draws and competitions are additionally subject to the respective terms and conditions of participation published in connection with the relevant prize draw or competition.
6. Only persons who meet the eligibility requirements specified therein may participate. Cash payment or transfer of prizes is excluded unless expressly stated otherwise.
7. Winners will be selected in accordance with the criteria specified for the respective prize draw or competition and will be notified via the communication channel stated therein.
8. Attempts at manipulation, multiple entries in breach of the applicable terms and conditions of participation, or other abusive conduct may result in exclusion from the prize draw or competition.
9. We reserve the right to amend, terminate early or cancel a prize draw or competition for good cause if its proper conduct can no longer be ensured.
10. Statutory rights and mandatory consumer protection provisions remain unaffected.

18. Data Protection

Information regarding the processing of personal data is provided in our separate Privacy Policy.

Where personal data is additionally processed by Kickstarter or Shopify in connection with the use of the respective platform, the applicable privacy policies of those platforms shall also apply.

19. Consumer Dispute Resolution

We are neither obliged nor willing to participate in dispute resolution proceedings before a consumer arbitration body.

20. Governing Law

1. The law of the Federal Republic of Germany shall apply, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).
2. In relation to consumers, this choice of law shall apply only to the extent that it does not deprive the consumer of the protection afforded by mandatory consumer protection provisions of the country in which the consumer has their habitual residence.

21. Jurisdiction

1. The statutory provisions governing jurisdiction shall apply to consumers.
2. If the customer is a merchant (Kaufmann) within the meaning of German commercial law, a legal entity under public law or a special fund under public law, Munich shall, to the extent permitted by law, be the place of jurisdiction for all disputes arising out of the contractual relationship.

22. Final Provisions

1. If any individual provision of these GTC is or becomes invalid or unenforceable, the legal consequences shall be determined in accordance with the applicable statutory provisions.
2. The validity of the remaining provisions shall generally remain unaffected by the invalidity or unenforceability of an individual provision.

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