

**TERMS OF SERVICE FOR THE "NI NO KUNI DESIGN COMPETITION"  
ORGANISED BY THE COMPANY NAMCO BANDAI PARTNERS UK**

The "Ni No Kuni Design competition" (the "Competition") is available on the following website:  
[ukcompetition@namcobandaipartners.com](mailto:ukcompetition@namcobandaipartners.com)

This Competition is open to all Participants, in the Territory defined below.

**ARTICLE 1 – ACCEPTING THE TERMS**

The "Ni No Kuni Design competition" (the "Competition") is free of charge and without obligation to purchase and is opened to any person willing to participate, aged 12 or above. If you are between the age of 12 and 18, you represent that your legal guardian has reviewed and agreed to these Terms.

The Competition is limited to the natural person residing in PAL's territories, exhaustive list of which is: Afghanistan, Albania, Algeria, Angola, Argentina, Australia, Austria, Azores, Bahrain, Bangladesh, Belgium, Botswana, Brazil, Brunei, Cameroon, Canary Islands, Czech Republic, Cyprus, Denmark, Dubai, Egypt, Ethiopia, Faeroe Islands, Fiji, Finland, Germany, Georgia, Ghana, Gibraltar, Great Britain, Greenland, Holland, Hong Kong, Iceland, India, Indonesia, Ireland, Israel, Italy, Jordan, Kenya, Kuwait, Laos, Liberia, Madeire, Malaysia, Malta, Mauritius, Moldova, Monaco, , Montenegro, Morocco, Mozambique, Namibia, Netherlands, Nepal, New Guinea, New Zealand, Nigeria, North Korea, Norway, Oman, Pakistan, Paraguay, Poland, Portugal, Qatar, Romania, Russian Federation, San Marino, Saudi Arabia, Senegal, Slovakia, Slovenia, Singapore, Somalia, South Africa, S.W Africa, Spain, Sri Lanka, Sudan, Swaziland, Sweden, Switzerland, Tajikistan, Tanzania, Tunisia, Thailand, Turkey, Uganda, United Arab Emirates, United Kingdom, Ukraine, Uzbekistan, Uruguay, Vatican, Yeman, Zaire, Zambia, Zimbabwe. (hereinafter the "Territory").

These Terms of Service ("Terms") are a legal agreement between the company NAMCO BANDAI PARTNERS UK ("NBP" or "we") and you ("you" or the "Participant").

By accessing or participating in the Competition, you agree that you have read, understood, and accept to be bound by these Terms.

NBP reserves the right, in its sole discretion, to modify or revise these Terms at any time, and you agree to be bound by such modifications or revisions. If you do not agree to the Terms, do not participate in the Competition. Participants are responsible for periodically viewing these Terms. Your continued participation in the Competition after a change or update has been made will constitute your acceptance to the revised Terms.

If you do not agree to these Terms your only remedy is to discontinue your participation in the Competition and cancel any accounts you may have created to participate in the Competition.

If you violate these Terms, NBP reserves the right to issue you a warning regarding the violation or immediately terminate or suspend any or all accounts you have created to participate in the Competition. You agree that NBP needs not to provide you notice before terminating or suspending your account(s), but it may do so.

NBP reserves the right to refuse any Participant to access to the Competition without notice for any reason, including, but not limited to, a violation of these Terms.

You agree that NBP may discontinue the Competition or change the content of the Competition at any time, for any reason, with or without notice to you, without liability.

**ARTICLE 2 – ORGANIZATION OF THE COMPETITION AND DETERMINATION OF THE WINNER**

The Competition is organized as follow:

- Phase 1 – Post Phase, from February 1<sup>st</sup>, 2013 at 00h01 to March 1<sup>st</sup>, 2013 at 23h59 (UK Time):

Participants will have to post their Creation (as defined below) on the following page:  
[ukcompetition@namcobandaipartners.com](mailto:ukcompetition@namcobandaipartners.com), submissions made via any other media will not be accepted.

Participants have to create one or several design(s) representing their very own creature (or familiar) like those they can find in the Namco Bandai game "Ni No Kuni" (the "Creation"). The Creations must be original. They can be hand-drawn or digitally-drawn. The Creations can be submitted in the following formats: .jpg, .psd or .bmp, any other format will not be accepted.

- Phase 2 – Determination of the winners, on the 15<sup>th</sup> of March 2013:

**There will be eleven (11) winners.**

The winners will be selected by Level 5 from among the finest Creations submitted.

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**ARTICLE 3 – PRIZE TO WIN**

The list of prizes offered by NBP is detailed as follow:

- One (1) "kigu" (costume) made from the Participant's Creation  
Unit value: 600 GBP
- Ten (10) Japanese version of the Ni No Kuni Wizards Companion  
Unit value: 20 GBP.

The prices pointed above correspond to the recommended retail prices for these products at the date of the Competition.

The prizes must be accepted as such and will not be refunded, exchanged or be the subject of a financial compensation.

NBP reserves the right to replace the prize(s) by one/other prize(s) of equal value, without giving rise to any claim.

If a winner is unable to enjoy their prize, they cannot give it to the person of their choice and the prize will return automatically the property of NBP, no claim will be accepted.

Winners will be personally notified by NBP within one (1) week after the closing date of the Competition by e-mail at the personal address they mentioned on their entry form. They will be informed of the details of the prize giving to which they must comply with in order to enjoy it.

The winners will then be deemed to have accepted the prize.

All information must totally comply with the information recorded on the registration form at the time of the participation.

Where necessary, NBP reserves the right to cancel the awarding of the prize won.

If within fifteen (15) calendar days (the date and time of sending the message as contained within the information system of NBP which sent the message authentic) after sending the e-mail informing the Participant of their prize, the winner did not show, the prize will return automatically the property of NBP, no claim will be accepted.

Winners will receive their prize by mail sent by NBP within two (2) months following the confirming e-mail sent by the winner to NBP.  
Sending costs are the sole responsibility of NBP.

In the case the prize arrives defective, the winner may refuse to recover it. It will then be automatically returned to NBP, which will send to the winner a prize of equivalent value, while stocks last (sending costs to be borne by NBP).

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**ARTICLE 4 – INTELLECTUAL PROPERTY/OWNERSHIP**

**4.1 - IP about the Competition**

All materials that are part of the Competition (including, but not limited to designs, text, pictures, design) are protected by law from unauthorized use. The entire contents of the Competition are copyrighted under English copyright laws and/or similar laws of other jurisdictions.

You agree that no materials that are part of the Competition may be modified, copied, distributed, framed, reproduced, republished, downloaded, scraped, displayed, posted, transmitted, or sold in any form or by any means, in whole or in part, or otherwise exploited without NBP's express prior written permission, except that the foregoing does not apply to your own Participant Content (as defined below) that you legally post on the website in connection with the Competition.

All other uses of copyrighted materials, including any derivative use, require express prior written permission from NBP. Any reproduction or redistribution of materials not in accordance with these Terms is expressly prohibited and may result in severe civil and criminal penalties.

NBP and/or its licensors remain the owners of all rights, titles and interests, including copyrights and other intellectual property rights, in and to all materials posted on the Competition by NBP. You acknowledge that you do not acquire any ownership rights by participating in the Competition or by accessing any materials posted on the content of the Competition by NBP, or any derivative works thereof.

NBP grants you a personal, non-exclusive, non-transferable, revocable, limited scope license to participate in the Competition solely for the purpose of viewing and participating therein and for no other purpose whatsoever. Your license to participate in the Competition is limited by these Terms.

#### **4.2 - IP about your Creations**

In accordance with and except as otherwise provided in these Terms, you acknowledge and agree to assign and transfer on an exclusive basis for the legal term of copyright protection according to the local law of the Participant and within the Territory the rights of reproduction, representation and public performance, and such other ancillary rights as merchandising, adaptation rights, relating to your Creations.

This transfer and assignment of rights shall confer to NBP the right to exercise the following rights either itself and/or a through a third party for the purposes described hereafter:

- Reproduction rights: the rights of reproduction include but are not necessarily limited to the following:
  - The right to reproduce or have reproduced, to edit or have edited, to publish or have published all or any part of your Creations on all graphic, digital or electronic support, intended for presentation, exploitation and promotion of the Namco Bandai game "Ni No Kuni";
  - The right to manufacture, rent, lend, bundle, promote, publish, market, advertise, sell, distribute, sublicense your Creations embodied or not in promotional materials and exercise all rights granted under any agreement and/or these Terms, in accordance with such sales, rental or distribution methods, policies, practices, and terms as it may determine in its discretion, on all distribution channels, directly or indirectly (retail, bundle, internet, OEM, compilation, kiosk...), whether or not involving downloading or any other transfer of data process, under any trademark, label, sticker, on any price category (full price, budget price, ...), irrespective of the number of units.
- Representation rights: the rights of representation and public performance encompass and include, but are not necessarily limited to the following:
  - The right (but not an obligation) to publicly display all or any part of your Creations either in its original version, by any means ;
  - The right (but not an obligation) to exploit or perform all or any part of your Creation via any network and or any means of telecommunication or public exhibition for the promotion and the advertising of the Game;
  - The right (but not an obligation) to authorize the broadcasting of all or part of your Creations for TV commercials or other advertising/promotion of the Namco Bandai game "Ni No Kuni";

**It is agreed that no compensation will be paid by NBP for such transfer of rights.**

#### **ARTICLE 5 – PARTICIPANT CONTENT**

You grant NBP the right to act as an agent on your behalf as operator of the application. Any data, text, graphics, photographs and their selection and arrangement, (hereinafter "Participant Content")

uploaded in the scope of the Competition are subject, whether in whole or in part, to unlimited commercial, non-commercial and/or promotional use by NBP.

Text, graphics, and photographs are uploaded by you and are the sole responsibility of the person from whom the Participant Content originated. Thus, Participants are responsible, and NBP is not responsible for any files Participants upload, post, or otherwise make available. NBP may or may not regulate Participant Content and does not guarantee the accuracy, quality, or integrity of any Participant Content posted via the NBP application. By using NBP you acknowledge and accept that you may be exposed to material you find offensive or objectionable. You agree that NBP AND/OR NBGI will not under any circumstances be liable for any User Content, including, but not limited to, errors in any User Content, or any loss or damage incurred by use of the User Content.

NBP reserves the right to remove and permanently delete any User Content from the Competition with or without notice.

## **ARTICLE 6 – RULES OF CONDUCT/USAGE**

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The Competition may provide communication channels such as forums, communities, or chat areas ("Communication Channels") designed to enable you to communicate with other users of the Game. NBP has no obligation to monitor these communication channels but it may do so and reserves the right to review materials posted to the Communication Channels and to remove any materials, at any time, with or without notice for any reason, at its sole discretion. NBP may also terminate or suspend your access to any Communication Channels at any time, without notice, for any reason. You acknowledge that chats, postings, or materials posted by users on the Communication Channels are neither endorsed nor controlled by NBP, and these communications should not be considered reviewed or approved by NBP. NBP will not under any circumstances be liable for any activity within Communication Channels. You agree that all your communications with the Communication Channels are public, and thus you have no expectation of privacy regarding your use of the Communication Channels. NBP is not responsible for information that you choose to share on the Communication Channels, or for the actions of other users.

You agree that your participation of the Competition shall be lawful and that you will comply with the usage rules. In furtherance of the foregoing, and as an example and not as a limitation, you agree to and/or warrant the following:

- (1) your Creation is created originally and solely by you without relying on any other works of any other party;
- (2) NBP may, at any time, with or without cause, at its sole discretion, decide not to, or cease to display your Creation even if it has been selected; and
- (3) NBP reserves the right to decide whether or not to indicate that your Creation was created by you.

In addition, you agree not to participate in the Competition in order to:

- Post, upload, transmit or otherwise disseminate information that is obscene, indecent, vulgar, pornographic, sexual or otherwise objectionable ;
- Defame, libel, ridicule, mock, stalk, threaten, harass, intimidate or abuse anyone, hatefully, racially, ethnically or, in a reasonable person's view, otherwise offensive or objectionable ;
- Upload or transmit (or attempt to upload or transmit) files that contain viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files or data, or any other similar software or programs that may damage the operation of the « Your Tales of series T-Shirt Competition » or other users' computers ;
- Violate the contractual, personal, intellectual property or other rights of any party including using, uploading, transmitting, distributing, or otherwise making available any information made available through the Competition in any manner that infringes any copyright, trademark, patent, trade secret, or other right of any party (including rights of privacy or publicity) ;
- Attempt to obtain passwords or other private information from other members ;
- Improperly use support channels or complaint buttons to make false reports to NBP ;
- Develop, distribute, or publicly inform other members of "auto" software programs, "macro" software programs or other "cheat utility" software program or applications in violation of the applicable License Agreements ;
- Exploit, distribute or publicly inform other members of the Competition error, miscue or bug which gives an unintended advantage ;

- Violate any applicable laws or regulations, or promote or encourage any illegal activity including, but not limited to, hacking, cracking or distribution of counterfeit software, or cheats or hacks for the Competition.

#### **ARTICLE 7 – DISCLAIMER OF WARRANTY; LIMITATION OF LIABILITY**

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You agree that your participation in the Competition shall be at your sole risk. To the fullest extent permitted by law, NBP, its officers, directors, employees, and agents disclaim all warranties, express or implied, in connection with the website and your use thereof including implied warranties of title, merchantability, fitness for a particular purpose or non-infringement, accuracy, authority, completeness, usefulness, and timeliness.

NBP makes no warranty or representation about the accuracy or completeness of the content of the Competition or the content of any sites linked to the Competition and assumes no liability or responsibility for any (i) errors, mistakes, or inaccuracies of content, (ii) personal injury or property damage, of any nature whatsoever, resulting from your access to and your participation at the Competition, (iii) any unauthorized access to or use of our secure servers and/or any and all personal information and/or financial information stored therein, (iv) any interruption or cessation of transmission to or from the Competition (v) any bugs, viruses, trojan horses, or the like which may be transmitted to or through the Competition by any third party, and/or (vi) any errors or omissions in any content or for any loss or damage of any kind incurred as a result of the use of any content posted, emailed, transmitted, or otherwise made available via the Competition.

In no event will NBP, its directors, officers, agents, contractors, partners and employees, be liable to you or any third person for any special, direct, indirect, incidental, special, punitive, or consequential damages whatsoever including any lost profits or lost data arising from your participation at the Competition or other materials on, accessed through or downloaded from the Competition whether based on warranty, contract, tort, or any other legal theory, and whether or not NBP has been advised of the possibility of these damages. The foregoing limitation of liability shall apply to the fullest extent permitted by law in the applicable jurisdiction.

You specifically acknowledge that NBP shall not be liable for user submissions or the defamatory, offensive, or illegal conduct of any third party and that the risk of harm or damage from the foregoing rests entirely with you.

You agree to indemnify and hold NBP, and each of its directors, officers, agents, contractors, partners and employees, harmless from and against any loss, liability, claim, demand, damages, costs and expenses, including reasonable attorney's fees, arising out of or in connection with (i) your participation of and access to the Competition; (ii) your violation of any term of these Terms; (iii) your violation of any third party right, including without limitation any copyright, property, or privacy right; (iv) any claim that one of your submissions caused damage to a third party; or (v) any content you post or share on or through the Competition.

#### **ARTICLE 8 – GENERAL**

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By accessing or participating in the Competition you agree that the laws of United Kingdom, without regard to principles of conflict of laws and regardless of your location, will govern these Terms and any dispute of any sort that might arise between you and NBP. Any claim or dispute between you and NBP that arises in whole or in part from your participation in the Competition shall be decided exclusively by a court of competent jurisdiction located in London. You agree that we may use the personal information of the Participants received through the Competition for the purpose necessary to operate such contest and for the purpose of sending newsletters, etc. to the Participants.

For the promotion of the Namco Bandai game "Ni No Kuni", the winner may have to partake in promotional activities that may include having their photo taken. The winner will have to sign an assignment of image rights. This document has to be handed over signed to NBP. If the winner refuses to have their picture taken loses any rights to titles and/or prizes.