

## GENERAL RULES AND REGULATIONS OF THE OPERATION "VISIT US AT MILAN GAMES WEEK" ORGANIZED BY THE COMPANY BANDAI NAMCO ENTERTAINMENT EUROPE SAS

BANDAI NAMCO ENTERTAINMENT EUROPE SAS, a company formed in accordance with and by virtue of the laws of France, having its registered office at 49-51, rue des Docks, CS 90618, 69258 LYON CEDEX 09, France, hereinafter referred to as "BNEE", organizes a sale with bonus operation entitled "**Visit us at Milan Games Week**", with obligation to purchase a minimum amount of forty euros (40 €) on BNEE's store website, in order to obtain a daily ticket to join the Milan Games Week 2016, hereinafter the "Operation".

### ARTICLE 1 – PARTICIPATION

The Operation is subject to the obligation to purchase as defined hereunder and is opened to any person willing to participate, without limitation of age. However, for minors, their legal representative will be responsible for the participation of their child.

The Operation is limited to the natural person residing in the following territories: France, Spain, Italy, Germany, United Kingdom, Sweden, Norway, Finland, Denmark, Holland, Belgium, Switzerland, Portugal, Greece, Australia, Austria, Luxembourg, Ireland, New Zealand, Morocco, Tunisia, Algeria, Romania, Slovakia, Slovenia, Cyprus, Czech Republic, Monaco, Serbia, Ukraine, Liechtenstein, Hungary, Russia, Belarus, Malta, United States of America, Canada, Egypt, Saudi Arabia, Brazil.

The Operation is opened at the rate of one entry form per household (same name, same e-mail address) per day. Any additional participation will be rejected.

Employees, affiliates or partners of BNEE, of its subsidiaries, its subcontractors or its officers, and the members of their family or the persons with whom they are domiciled, and generally anyone who helped in the organization of the Operation, are ineligible to participate in the Operation.

The participation in the Operation implies the unconditional acceptance of these Rules and Regulations in their entirety, of the rules of conduct in force on the Internet, and of the laws, rules and other legislations applicable in France.

Any fraud to the provisions set forth above shall invalidate the participation.

### ARTICLE 2 – CONDUCT OF THE OPERATION AND DETERMINATION OF THE WINNERS AND PRIZES TO WIN

The Operation is starting from 15<sup>th</sup> of September 2016 at 12:01 am CET to 29<sup>th</sup> of September 2016 at 11:59 pm CET. The duration of the Operation is a total of fifteen (15) calendar days. BNEE reserves the right to modify the date of the Operation at its sole discretion.

The participant will have to purchase BNEE's goods on BNEE's store website: <http://www.bandainamcoent-store.com/> for a minimum amount of forty euros, including VAT (40 € TTC).

The participant will have to send her/his order receipt to [officialstore@bandainamcoent.eu](mailto:officialstore@bandainamcoent.eu), indicating the name of the Operation: "**Visit us at Milan Games Week**".

The first one hundred (100) persons who send the email to [officialstore@bandainamcoent.eu](mailto:officialstore@bandainamcoent.eu) will be contacted by BNEE by email within up to seven (7) days following the receipt of the order receipt. The other participant will not be contacted by BNEE.

The number of winners is one hundred (100) corresponding to the number of prize offered by BNEE as follows:

- One hundred (100) daily ticket, valid only for one day, to join the Milan Games Week's event on October 14-15-16 2016 (unit value: 13€)

The above indicated prices correspond to retail selling prices at the date of the Operation.

The prize will be shipped digitally by email by sending a code that the winner have to redeem to the official website of the Milan Games Week: <http://milangamesweek.it/>

The prizes will be accepted as it is and cannot be refunded or exchanged or be the subject of a financial consideration.

BNEE reserves the right to substitute the prize with another of the same value, without this giving rise to any claim.

To claim the prize BNEE is authorized to request, by auto reply, one of the following supporting documents of identity:

- A scanned copy of a proof of identity (ID card, passport...)
- A scanned copy of a proof of address (hydro bill, phone bill...dated less than 3 months).

The winner will then be deemed to have accepted their prize.

All information must totally comply with the information recorded by the customer on the BNEE's store website at the time of her/his purchase.

Where necessary, BNEE reserves the right to cancel the awarding of the prizes won.

The winners list will be available for one (1) week after the end of the Operation at a person's request at the following e-mail address: [contact@bandainamcoent.eu](mailto:contact@bandainamcoent.eu).

In the case the prize delivered is defective, the winner may refuse to recover it. It will then be automatically returned to BNEE, which will send to the winner a prize of equivalent value (sending costs to be borne by BNEE).

### **ARTICLE 3 – FILING AND CONSULTATION OF THE RULES AND REGULATIONS**

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The Rules and Regulations are available for consultation in their entirety on the BNEE's store website.

A copy can be downloaded and printed directly by the participant or upon written request, be obtained free of charge near BNEE at the following address:

BANDAI NAMCO ENTERTAINMENT EUROPE SAS  
49/51 rue des Docks  
69258 Lyon cedex 09  
FRANCE

Indicating the name of the Operation "**Visit us at the Milan Games Week**".

The reimbursement of the stamp for the request of the Rules and Regulations of the Operation will be made upon request and production of a BIC, on the basis of the slow postage costs in force.

It would not be answered to any other oral request concerning the Operation.

### **ARTICLE 4 – PARTICIPATION FEES TO THE OPERATION**

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The Operation requires a purchase of a minimum amount of forty euros, including VAT (40€ TTC) for the participant.

BNEE does not reimburse any costs to the participant for her/his participation in the Operation.

### **ARTICLE 5 – DISPUTE**

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The participation in the Operation implies acceptance without restriction or reservation of the terms of the Operation and of these Rules and Regulations, and participants waive any claim to that title.

BNEE reserves the right to sue anyone who will have cheated, deceived, faked or disturbed the operations stated in these Rules and Regulations or attempted to do so. A winner who would have cheated will be by rights strip of any right to obtain any winning prize.

These Rules and Regulations and the Operation are subject to the provisions of the law of France and to the exclusive jurisdiction of the court of Lyon (France).

## **ARTICLE 6 – LIMITATION OF LIABILITY OF BNEE**

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It is clear that BNEE shall not be liable for any direct or indirect damage resulting from an interruption, malfunction of any kind, suspension or termination of the Operation, and this for any reason whatsoever.

The liability of BNEE shall not incur, in general, in case of force majeure or unforeseeable circumstances beyond its control.

## **ARTICLE 7 – DURATION AND MODIFICATIONS**

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The Rules and Regulations of the Operation apply to any participant who participates at the Operation.

BNEE reserves the right to modify these Rules and Regulations and/or the Operation, at any time, without notice neither obligation to justify its decision and without its liability being incurred because of this.

BNEE reserves the right to interrupt, extend, shorten, modify or cancel the Operation, at any time, by rights, without notice neither obligation to justify its decision. In this case, the liability of BNEE cannot be held in any manner whatsoever and the participants cannot claim any compensation whatsoever.

Additions and amendments can then be published for the duration of the Operation and the participants cannot claim any compensation as such.

In case of modification of the dates, new dates and new corresponding prizes will be mentioned on BNEE's store website.

Any modification of these Rules and Regulations will come into force from their online publication and any participant will be deemed to have accepted them due to their participation in the Operation, from the date of the entry into force of the modification. Any participant refusing the change(s) will have to stop participating in the Operation.

BNEE reserves the right to sue anyone who will have defrauded or attempted to do so. However, BNEE shall not incur any liability whatsoever vis-à-vis the participants due to possible frauds committed.

In case of fault on behalf of a participant, BNEE reserves the right to exclude, by rights, any participation from the latter, without that they cannot claim anything.

## **ARTICLE 8 – DATA PROTECTION ACT**

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The personal information provided by the participant during its Operation are strictly confidential. BNEE undertakes to do not sell, rent or transmit personal data to third parties involved, except legal or judicial obligation requiring BNEE to do so. BNEE will remove all the personal information concerning the participant collected during his or her participation within one (1) year following the end of the Operation.

In accordance with the legal provisions about personal data protection, especially the Articles 39 and 40 of the French "*Loi Informatique et Libertés*" (Data Protection Act) of January 6, 1978, each participant has a right to access, modify, correct and delete personal data concerning them that they can exercise near BNEE by writing to the Webmaster Bandai Namco Entertainment at the address indicated in the preamble, or by sending an e-mail at the address below: [contact@bandainamcoent.eu](mailto:contact@bandainamcoent.eu)

## **ARTICLE 9 – EVIDENCE CONVENTION**

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It is agreed that, except in the case of manifest error, BNEE may – in particular for evidence of any act, fact or omission – rely upon programs, data, files, records, operations and other elements (such as monitoring reports or other states) in computer or electronic nature, format or media, established, received or retained directly or indirectly by BNEE, in particular in its information systems.

Participants undertake not to contest the admissibility, validity or probative force of the elements in computer or electronic nature, format or media aforesaid, on the basis of any statutory provision whatsoever and which would specify that certain documents must be written or signed by the parties in order to constitute evidence.

Thus, the considered elements constitute evidences and, if they are produced as evidence by BNEE in any litigation or otherwise, they will be admissible, valid and enforceable between the parties in the same manner, under the same conditions and with the same probative force than any document which would be created, received or retained in writing.

#### **ARTICLE 10 – INTERPRETATION**

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Any question of interpretation or application of the Rules and Regulations or any unexpected issue that comes to arise will be decided upon, depending on the nature of the question, by BNEE in accordance with the laws of France.

#### **ARTICLE 11 – DISCLAIMER**

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The information the participant provides will only be used to contact them for the Operation.