

Terms of Service for the "Your Tales of series T-Shirt design competition"

The "Your Tales of series T-Shirt design competition" is available on the following website:

<http://www.facebook.com/tales>

Definitions

"Game": means the video games entitled "Tales of Graces f" or "Tales of the Abyss" or any other game of the "Tales of" series developed and whose copyright is owned by NAMCO BANDAI GAMES Inc. (hereinafter, "NBGI").

"Creation": means a design and a picture on it.

Accepting the Terms

These Terms of Service ("Terms") are a legal agreement between Namco Bandai Partners UK and/or NBGI ("NBP AND/OR NBGI" or "we") and you ("you"). By using or accessing to the design competition of the Game (hereinafter, "Design Competition") you agree to be bound by these Terms.

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

NBP AND/OR NBGI reserves the right, in its sole discretion, 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 Design Competition. Users are responsible for periodically viewing the Terms. Your continued participation in the Design Competition after a change or update has been made will constitute your acceptance to the revised Terms.

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

If you violate the Terms, NBP AND/OR NBGI 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 for the Design Competition. You agree that NBP AND/OR NBGI need not provide you notice before terminating or suspending your account(s), but it may do so.

NBP AND/OR NBGI reserves the right to refuse any user access to the Design Competition without notice for any reason, including, but not limited to, a violation of the Terms.

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

You represent that you are 13 years old or older. If you are between the ages of 13 and 18, you represent that your legal guardian has reviewed and agrees to the Terms.

This promotion is not managed or sponsored by Facebook. The information the Participant provide is provided to the Organizer, not Facebook. The information the Participant provides will only be used to contact you for the competition.

Intellectual Property/Ownership

IP about the Design Competition

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

You agree that no materials that are part of the Design 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 AND/OR NBGI's express prior written permission, except that the foregoing does not apply to your own User Content (as defined below) that you legally post on the website in connection with the Design Competition.

All other uses of copyrighted material, including any derivative use, requires express prior written permission from NBP AND/OR NBGI. 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 NBGI and/or its licensors remain the owners of right, title, and interest, including copyrights and other intellectual property rights, in and to all materials posted on the Design Competition by NBP AND/OR NBGI. You acknowledge that you do not acquire any ownership rights by using the Design Competition or by accessing any materials posted on the content of the Design Competition by NBP AND/OR NBGI, or any derivative works thereof.

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

IP about your Creation

Copyright and exploitation rights

In accordance with and except as otherwise provided in the 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, the rights of representation and public performance, and such other ancillary rights as merchandising, adaptation rights, relating to your Creation.

This transfer and assignment of rights shall confer on NBP AND/OR NBGI 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 Creation on all graphic, digital or electronic support, intended for presentation, exploitation and promotion of the Game .
- the right to manufacture, rent, lend, bundle, promote, publish, market, advertise, sell, distribute, sublicense your Creation embodied or not in promotional materials and exercise all rights granted under any agreement and/or the 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 Creation 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 Creation for TV commercials or other advertising/promotion of the Game;
- It is agreed that no compensation will be paid by NBP AND/OR NBGI for such transfer of rights.**

User Content

You grant NBP AND/OR NBGI 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 "User Content") uploaded in the scope of the Design Competition are subject, whether in whole or in part, to unlimited commercial, non-commercial and/or promotional use by NBP AND/OR NBGI.

Text, graphics, and photographs are uploaded by you and are the sole responsibility of the person from whom the User Content originated. Thus, users are responsible, and NBP AND/OR NBGI is not responsible for any files users upload, post, or otherwise make available. NBP AND/OR NBGI may or may not regulate User Content and does not guarantee the accuracy, quality, or integrity of any User Content posted via the NBP AND/OR NBGI application. By using NBP AND/OR NBGI 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 AND/OR NBGI reserves the right to remove and permanently delete any User Content from the Design Competition with or without notice.

Free Design Competition of the Game

The Design Competition distributed by NBP AND/OR NBGI is completely free. There is no payment required to participate in such Design Competition.

Rules of Conduct/Usage

The Design 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 AND/OR NBGI 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 AND/OR NBGI 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/OR NBGI, and these communications should not be considered reviewed or approved by NBP AND/OR NBGI. NBP AND/OR NBGI 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 AND/OR NBGI 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 Design 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 or NBGI 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 Design 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 Design 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 Design 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 AND/OR NBGI
- 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 Design 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 Design Competition.

Disclaimer of Warranty; Limitation of Liability

You agree that your participation of the Design Competition shall be at your sole risk. To the fullest extent permitted by law, NBP AND/OR NBGI, 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 AND/OR NBGI makes no warranties or representations about the accuracy or completeness of the content of the Design Competition or the content of any sites linked to the Design 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 Design 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 Design Competition (v) any bugs, viruses, trojan horses, or the like which may be transmitted to or through the Design 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 Design Competition.

In no event will NBP AND/OR NBGI, 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 Design Competition or other materials on, accessed through or downloaded from the Design Competition whether based on warranty, contract, tort, or any other legal theory, and whether or not NBP AND/OR NBGI 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 AND/OR NBGI 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/OR NBGI, 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 Design Competition; (ii) your violation of any term of these Terms of Service; (iii) your violation of any third party right, including without limitation any copyright, property, or privacy right; (iv) any claim that one of your User Submissions caused damage to a third party; or (v) any Content you post or share on or through the Design Competition.

Organization of the Design Competition:

Schedule:

- Phase 1: Post Phase. From July 16th (18h00 UK Time) to August 13th (23h59 UK Time). The contestants will post their Creation through the social shaker application on the following facebook page: <http://www.facebook.com/tales>
- Phase 2: From August 13th to August 19th Namco Bandai Staff will pick top 5.
- Phase 3: Vote Phase. From August 19th to August 30th: The Contestants will vote to the best T-Shirt.

The results will be published from the 31th August 2012 on the website: <http://www.facebook.com/tales>

The winner will receive 10 T-Shirts with the winning design on them (value 70£) and an Astro A30 headset with custom tags (value 119£)

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 the winner is unable to enjoy his/her prize, he/she cannot give it to the person of his/her choice and the prize will return automatically the property of NBP, no claim will be accepted.

General

By visiting or participating in the Design 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 of Service and any dispute of any sort that might arise between you and NBP AND/OR NBGI. Any claim or dispute between you and NBP AND/OR NBGI that arises in whole or in part from your participation at the Design Competition shall be decided exclusively by a court of competent jurisdiction located in Lyon. NBP AND/OR NBGI reserves the right to amend these Terms at any time

and without notice, and it is your responsibility to review these Terms for any changes. Your participation at this following any amendment of these Terms of Service will signify your assent to and acceptance of its revised terms. You agree that we may use the personal information of the contestants received through the Design Competition for the purpose necessary to operate such contest and for the purpose of sending newsletters, etc. to the contestants. .