GENERAL RULES AND REGULATIONS OF THE "Elden Ring Gear Up" CONTEST ORGANIZED BY THE COMPANY BANDAI NAMCO ENTERTAINMENT UK Ltd.

BANDAI NAMCO Entertainment UK Ltd., a company formed in accordance with and by virtue of the laws of the United Kingdom, under registered company number 02133521, having its registered office at 37-39 Kew Foot Road, Richmond, TW9 2SS, the United Kingdom, (hereinafter referred to as the "Organizer"), organizes a contest entitled **"Elden Ring Gear Up"** (hereinafter referred to as the "Contest"), free of charge and without obligation to purchase.
The Contest is organized by the Organizer in partnership with CORSAIR Memory Inc, a company formed in accordance with and by virtue of the laws of Delaware, under registered company number 4335898, having its registered office at National Registered Agents, Inc, 160 Greentree Dr., Ste. #101, Dover, Delaware 19904 (hereinafter referred to as "Corsair and SCUF Gaming").

ARTICLE 1 – PARTICIPATION

The Contest is free of charge and without obligation to purchase and is opened to any person willing to participate, subject to the fact that the participant shall be sixteen (16) years old or older and shall have a twitter account.

The Contest is limited to the private individuals residing in the United Kingdom and in Ireland.

The Contest is opened at the rate of one (1) entry form per person during the Contest Duration (as defined herein). Any additional participation will be rejected.

Employees, affiliates or partners of the Organizer, 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 Contest, are ineligible to participate in or win this Contest.

The participation in the Contest implies the unconditional acceptance of these general rules and regulations (The "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 the United Kingdom.

Any fraud to the provisions of these Rules and Regulations shall invalidate the candidate.

ARTICLE 2 – CONDUCT OF THE CONTEST AND DETERMINATION OF THE WINNER AND PRIZES TO WIN

- **Conduct of the Contest:**

The Contest starts on the 6th of April 2022 at 9 A.M. GMT and ends on the 14th of April 2022 at 6 P.M. GMT (herein the "Contest Duration").

The Contest is made available on the Organizer's Twitter account (https://twitter.com/BandaiNamcoUK (hereinafter the "Contest Websites")), in the United Kingdom and in Ireland.

The Contest Duration is a total of 8 (eight) calendar days.

- **Prizes to win:**

The number of winners is 2 (two) and the prizes offered by the Organizer are as follows (hereinafter the "Prizes"):

Winner order	Prizes	Quantity	Unit value
1	1 (one) CORSAIR VIRTUOSO RGB WIRELESS XT High-Fidelity Gaming Headset 1 (one) SCUFGAMING Controller (MANETTE SCUF INSTINCT PRO XBOX CONTROLLER)	1	£300
2	1 (one) CORSAIR VIRTUOSO RGB WIRELESS XT High-Fidelity Gaming Headset	1	£150

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

The Organizer reserves the right to substitute the Prize with another of the same value, without this giving rise to any claim.

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

- **Conditions of participation to the Contest :**

To participate in the Contest, the participant shall, during the Contest Duration only:

(1) Follow the Organizer's Twitter account (https://twitter.com/BandaiNamcoUK), Corsair's twitter account (https://twitter.com/corsair) and SCUF Gaming's twitter account (https://twitter.com/ScufGaming)

(2) Like and retweet the post announcing the Contest available on the Organizer's Twitter account (https://twitter.com/BandaiNamcoUK).

(3) Reply to the post announcing the Contest available on the Organizer's Twitter account (https://twitter.com/BandaiNamcoUK) with the correct answer to the challenge question.

Any entry sent in other ways will not be accepted, during the Contest Duration only.

Any incomplete application will not be treated by the Organizer.

The participant undertakes and guarantees that:

(i) It can only submit one (1) entry and the participant can only win once;

(ii) Entering with multiple accounts is prohibited and will disqualify the participant's entry;

The participant in the Contest must complete all the above participation steps in order to participate in the Contest, which also implies acceptance of the present Rules and Regulations.

- **Determination of the winner:**

The winners will be selected randomly by the Organizer after the end of the Contest Duration, the 14th of April 2022.

The winners will be personally notified by the Organizer within up to two (2) days after the end of the Contest Duration, by a comment on the public Contest post and by sending a direct message to the Twitter's account of the winners (the "Notification").

In this Notification, the Organizer will request to the winner its email addresses. Then, by email, the Organizer will request to the winner its postal address and its full name in order to send the Prizes.

The winner shall reply to the Organizer within fourteen (14) calendar days following receipt of the Organizer's Notification and shall provide its email address, its postal address and its full name in order to get its Prizes.

The winner will receive its Prizes by mail sent by the Organizer within one (1) month following the above-mentioned reply sent by the winner to the Organizer.

Sending costs are the sole responsibility of the Organizer.

If within fourteen (14) calendar days (the date and time of sending the message as contained within the information system of the Organizer which sent the message authentic) after sending the Notification, the winner has not replied, then:

(i) the Prizes will automatically become the property of the Organizer, no claim will be accepted; and

(ii) the Organizer is free to determine another winner, in accordance with this provision.

Where necessary, the Organizer reserves the right to cancel the awarding of the Prizes won.

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

ARTICLE 3 – CONSULTATION OF THE RULES AND REGULATIONS

The Rules and Regulations are available for consultation in their entirety on the following website: https://bnent.eu/ERCompetition3-Rules

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

BANDAI NAMCO Entertainment UK Ltd.
37-39 Kew Foot Road, Richmond,
TW9 2SS,
United Kingdom,

Indicating the name of the Contest: **"Elden Ring Gear Up"**

The reimbursement of the stamp for the request of the Rules and Regulations of the Contest will be made upon request and production of a BIC, on the basis of the shipping costs in force on the date of the request. It will not be answered to any other oral request concerning the Contest.

ARTICLE 4 – CONNECTION AND PARTICIPATION FEES TO THE CONTEST

In consideration of the services currently available on the market that allow a completely free Internet connection (this gratuitousness including that of the telecommunication expenses for a sufficient duration of the participation in the Contest), the Organizer notices that no disbursement is needed to participate to the Contest.

ARTICLE 5 – DISPUTE

Participation in the Contest implies acceptance without restriction or reservation of the terms of the Contest and of these Rules and Regulations; the participant waives any claim to that title.

The Organizer reserves the right to sue anyone who will have cheated, deceived, faked or disturbed the operations stated in these 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 Contest are subject to the provisions of the law of England and Wales and to the exclusive jurisdiction of the English courts.

ARTICLE 6 – LIMITATION OF LIABILITY OF THE ORGANIZER

The participation in the Contest implies knowledge and acceptance of the characteristics and limits of the Internet, especially regarding technical performance, response times for consulting, querying or transferring information, risks of interruption and more generally inherent risks of any connection and transmission on the Internet, the lack of protection of certain data against possible misappropriation and the risks of contamination by possible viruses circulating on the network.

Accordingly, the Organizer shall in no circumstances be held liable, without this list being restrictive:

- For the content of services available on the Contest website;
- For the transmission and/or reception of any data and/or information on the Internet;
- For any malfunctioning of the Internet network preventing the smooth running/functioning of the Contest;
- For the failure of any reception equipment or communication lines;
- For the loss of any paper or electronic mail and, more generally, for the loss of any data;
- For the malfunctioning of any software and/or video games and/or mobile games;
- For the consequences of any virus, computer bog, anomaly or technical failure;
- For any damage caused to the computer, console platforms, mobile device of a participant;

- For any technical, hardware or software failure of any nature that has prevented or limited the opportunity to participate in the Contest or has corrupted the system of a participant;

It is clear that the Organizer shall not be liable for any direct or indirect damage resulting from an interruption, malfunction of any kind, suspension, modification or termination of the Contest, and this for any reason whatsoever. It belongs to the participant to take all appropriate measures to protect against any attack of its own data and/or software stored on its computing equipment. The participation of the participant at the Contest is done at its own risk.

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

ARTICLE 7 – DURATION AND MODIFICATIONS

The Rules and Regulations apply to any participant who participates in the Contest.

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

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

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

In case of modification of the dates, new dates and new corresponding prizes will be mentioned on the following twitter account: https://twitter.com/BandaiNamcoUK

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 Contest, from the date of the entry into force of the modification. Any participant refusing the change(s) will have to stop participating in the Contest.

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

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

ARTICLE 8 – DATA PROTECTION ACT

The personal information provided by the participant during her/his participation at the Contest are strictly confidential. The Organizer undertakes not to sell, rent or transmit personal data to third parties involved, except legal or judicial obligation requiring the Organizer to do so. The Organizer will remove all the personal information concerning the participant collected during his/her participation within three (3) months following the release date of the video game "Elden Ring".

It is expressly stated that the Organizer will collect (i) the content of the Participant's twitter post, the email address and the name/nickname/pseudo indicated on the Twitter account of the participant, and in addition (ii) the email address, the postal address and the full name of the winners only, and where applicable (iii) the BIC and full name of the participant who wishes to make a request according to Section 3 herein.

By participating to the Contest, the participant expressly agrees that its personal data are collected for the purpose of participating in the Contest, and it expressly agrees to be contacted by email.

For the sake of clarity, The Organizer will not transfer the personal data of the participant and of the winners to Corsair and SCUF Gaming.

In accordance with the "Data Protection Act 2018" as amended the 1st of January 2021 and European Regulation No 2016/679/EU of 27 April 2016 (applicable from 25 May 2018), each participant has a right to access, rectify, correct and delete its personal data. Such right can be exercised with the Organizer in

writing to the address indicated in the preamble, or by sending an e-mail to the following address: dpo@bandainamcoent.eu.

ARTICLE 9 – EVIDENCE CONVENTION

It is agreed that, except in the case of manifest error, the Organizer 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 the Organizer, in particular in its information systems.

The participant undertakes 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 the Organizer 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

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 the Organizer in accordance with the laws of England and Wales.

ARTICLE 11 – DISCLAIMER

This promotion is not managed or sponsored by Facebook nor Twitter. The information the participant provides is provided to the Organizer. The information the participant provides will only be used to contact them for the Contest.