

**GENERAL RULES OF PARTICIPATION  
TO ACCESS THE NETWORK TEST (NT) VERSION OF THE VIDEO GAME  
“ELDEN RING NIGHTREIGN”  
ORGANIZED BY THE COMPANY BANDAI NAMCO ENTERTAINMENT EUROPE S.A.S.**

**Bandai Namco Entertainment Europe S.A.S.**, a company formed in accordance with and by virtue of the laws of France, under registered company number 987 675 576, having its registered office at 15 rue Félix Mangini, CS 90618, 69258 Lyon Cedex 09, France (the **“Organizer”**), organizes a participation to access the Network Test version (i.e. a preview test phase that allows a limited number of players to access the game to evaluate the stability and performance of its network infrastructure under controlled conditions) of the video game software **“ELDEN RING NIGHTREIGN”** (the **“Video Game”**), free of charge and without obligation to purchase (hereinafter the **“Network Test”** or **“NT”**).

## **ARTICLE 1 – PARTICIPATION**

The Network Test is free of charge and without obligation to purchase.

The Network Test is opened to any person :

- aged at least 18 years old, willing to participate subject to the fact that the Participant shall create a “BANDAI NAMCO EUROPE” account on the following page : <https://login.bandainamcoent.eu/login> or by accessing it via a link on the Website (as defined herein)
- residing in the following countries (altogether the **“Territory”**): Germany, United Kingdom, France, Poland, Italy, India, Saudi Arabia, Spain, Pakistan, Australia, New Zealand, Turkey, The Netherlands, South Africa, Greece, Czech Republic, Ukraine, Sweden, Belgium, Israel, Hungary, United Arab Emirates, Portugal, Egypt, Denmark, Austria, Norway, Iraq, Switzerland, Finland, Kuwait, Mauritius, Kazakhstan, Jordan, Slovakia, Georgia, Ireland, Croatia, Romania, Algeria, Serbia, Bulgaria, Oman, Reunion, Latvia, Bahrain, Trinidad and Tobago, Nepal, Tunisia, Qatar, Lithuania, Brunei Darussalam, Madagascar, Uzbekistan, Morocco, Republic of Moldova, Cyprus, Bosnia-Herzegovina, Malta, Estonia, Former Yugoslav, Republic of Macedonia, Côte d'Ivoire, Libya, Armenia, Kenya, El Salvador, Kyrgyzstan, Mozambique, Slovenia, Azerbaijan, Bangladesh, Palestine, Martinique, Guadeloupe, Guam, New Caledonia, Angola, Luxembourg, Iceland, Nigeria, Albania, Montenegro, Botswana, Namibia, French Guiana, Fiji, Mayotte, Lebanon, French Polynesia, Senegal, Zambia, Zimbabwe, Ghana, Yemen, Afghanistan, Gabon, Tajikistan, Maldives, Northern Mariana Islands, Sri Lanka, Virgin Islands, U.S., Seychelles, Congo, The Democratic Republic of the Guyana, Faroe, Islands, Tanzania, Cameroon, Burkina Faso, Isle of Man, Andorra, Congo, Republic of the Greenland, Uganda, Mali, Jersey, Ethiopia, Cape Verde, Bhutan, Malawi, Micronesia, Federated States of Samoa, Somalia, Sint Maarten (Dutch part), Djibouti, Guernsey, Saint Martin (French part), Liechtenstein, Mauritania, Palau, Rwanda ,Wallis and Futuna, Sao Tome.
- registered according to the conditions of participation in the Network test (article 2)

hereinafter collectively the “Participant”

The Network Test is opened at the rate of one (1) participation per person during the Registration Period for a NT Access during the Duration (as defined in Article 2). 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 Network Test are ineligible to participate in this Network Test.

The participation in the Network Test implies the unconditional acceptance of these general rules of participation (the **“Rules”**) in their entirety, of the rules of conduct in force on the Internet, and of the laws, regulations, and legislations applicable in the Territory.

Any fraud to the provisions of these Rules shall invalidate the participation.

## **ARTICLE 2 – NETWORK TEST REGISTRATION / CONDUCT OF THE NETWORK TEST / ACCESS / CONDITIONS OF PARTICIPATION / DETERMINATION OF THE WINNERS**

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- **Network Test registration:**

The Network Test registration starts on **January 10<sup>th</sup>, 2025, at 3 PM CEST** (Start date) and ends on **January 20<sup>th</sup> 2025, at 3 PM CEST** (End date) (the “Registration Period”).

- **Conduct of the Network Test:**

The dates of the Network Test are the followings: **From February 14<sup>th</sup> 2025, at 3 PM CEST to February 17<sup>th</sup> 2025 at 7 AM CEST** (herein, the Duration).

The participants accept that the Network Test is operated by a **“first come, first served” rule** as defined in the conditions of participation outlined below.

Participation in the Network Test is made available on the Organizer's website, via the following page: <https://beta.bandainamcoent.eu/cb/elden-ring-nightreign-network-test-registration> (the **“Website”**), within the Territory only.

- **NT Access offered to the Participants:**

The total number of winners (hereinafter “Winners(s)”) is 97923 corresponding to the number of codes offered by the Organizer according to the following details:

<b>Code per platform in Territory</b>	<b>PS5</b>	<b>XBX/S</b>	<b>Total</b>
	<b>85 025</b>	<b>12 898</b>	<b>97 923</b>

It is specified that the participants must indicate the type of Code they would like to win, that is a “PS5” code, or a “XBX/S” Code (while answering to the form mentioned in the article 3(i) of the section entitled “Conditions of participation in the Network Test”).

This will determine the group the Winner will be part of. Each Participant can only be eligible to one Group.

Each Winner will win the following:

- One (1) code to play the NT version of the Video Game, in early access and prior to the Video Game official release date (the **“NT Access”**).

There is one (1) NT Access per Winner. In order to avoid any confusion, it is specified that each Winner will win only one code for one platform, that means either one code for PS5 platform, or one code for Xbox Series platform.

The NT Access will allow the Winners to play the NT version of the Video Game during the Duration.

- **Conditions of participation in the Network test**

To participate in the Network Test, each Participant shall follow the following steps during the Registration Period:

- 1) Go to the Website, click on “LOG IN” OR “CREATE AN ACCOUNT” and “REGISTER FOR A CHANCE TO PARTICIPATE IN THE CLOSED NETWORK TEST”;
- 2) The Participant will be redirected to the BANDAI NAMCO ENTERTAINMENT EUROPE login/creation page and shall log in or create a “BANDAI NAMCO ENTERTAINMENT EUROPE” account;
- 3) The Participant will then be redirected to the Website and shall: (i) answer to a form in order to

validate the participation – and for PS5 : mention and ask users to answer the country/region where they can access to PlayStation server (ii) give or not give consent to be contacted by email in order to give feedback through a survey, (iii) check the mandatory box “I consent to the treatment of my personal data for the purpose of my participation at the Network Test” and (iv) click on “VALIDATE”;

4) A confirmation of registration will appear on the screen.

Any application for participation in the Network Test sent or made in other ways will not be accepted. Any incomplete application for participation will not be processed by the Organizer.

The Participant undertakes and guarantees that:

- (i) The Participant can only submit one (1) application for participation and the Participant can only win once.
- (ii) Applying with multiple accounts is prohibited and will disqualify the Participant from participating.
- (iii) The Participants will not transfer, sale or loan the NT Access.

To participate in the Network Test, the Participant must have access to Internet to use the NT Access, and, more specifically, must be able to connect their consoles.

Participant in the Network Test must complete all the above steps in their entirety and fulfill the conditions detailed above in order to participate in the Network Test, which also implies acceptance of the outlined Rules.

Feedback in the survey is optional but would be appreciated so that the Organizer can improve the Participant's experience and the gameplay of the game.

- **Determination of the Winners:**

The Winners will be chosen as follows: “**first come, first served**” rule.

Therefore, the first Participant to participate in the Network Test will win one (1) NT Access out of the total of 97923 NT Accesses, the second Participant will win one (1) NT Access out of the remaining 97922 NT Accesses, the third Participant will win one (1) NT Access out of the remaining 97921 Accesses.

Each Winner will be personally notified by the Organizer by email on **January 30 2025 at 3PM CEST** and will receive their NT Access on **February 11 2025 at 3PM CEST**.

To avoid confusion, non-Winners will not receive any email.

Where necessary, the Organizer reserves the right to cancel any Participant's NT Access.

### **ARTICLE 3 – CONSULTATION OF THE RULES**

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The Rules are available for consultation in their entirety on the Website available at <https://bnent.eu/ERN-NetworkTest-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 Europe S.A.S.**  
**15 rue Félix Mangini**  
**CS 90618**  
**69258 Lyon**  
**Cedex 09**  
**France**

Indicating: “**ELDEN RING NIGHTREIGN Network Test**”.

The reimbursement of the stamp for the request of the Rules will be made upon request and production of a BIC or an IBAN, 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 Network Test.

#### **ARTICLE 4 – PARTICIPATION FEES TO THE NETWORK TEST**

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The Network Test is free of charge for the Participant.

The Participant agree that the Organizer will not reimburse/paid any fees to Participants for their participation in the Network Test.

#### **ARTICLE 5 – DISPUTE**

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Participation in the Network Test implies acceptance without restriction or reservation of the terms of the Network Test and of these Rules; the Participant waives any claim related to this subject matter.

The Organizer reserves the right to sue anyone who will have cheated, deceived, faked or disturbed the operations stated in these Rules or attempted to do so. A Winner who would have cheated will be strip of any right to obtain any NT Access.

The Organizer shall not incur any liability of any kind towards the Participant as a result of any fraud that may have been committed.

In the event of failure on the part of a Participant, the Organizer reserves the right to exclude by operation of law any participation by the latter, without the latter being able to make any claims whatsoever.

These Rules and the Network Test are subject to the provisions of the law of France and to the exclusive jurisdiction of the French courts (Courts of Lyon).

#### **ARTICLE 6 – LIMITATION OF LIABILITY OF THE ORGANIZER**

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The participation in the Network Test 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.

Furthermore, the Network Test will focus on various operational tests meant to address any issues, to improve the Participant's experience and the quality of the game. There are potential freezes and crashes during the test of the Network Test. To avoid any misunderstanding, this version of the game is currently under development and is meant to be used for testing purposes only. A smooth gameplay experience yet is not guaranteed by the Organizer. This is strictly a "test play" experience. It is specified that this version will differ from the final release version and that the participant's experience on this version of the Video Game cannot be carried across to the final release version of the Video Game.

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

- For the content of services available on the 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 Network Test;
- 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 platform, 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 Network Test or has corrupted the system of a Participant.

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 Network Test and this for any reason whatsoever, or for any direct or indirect damage that would result, in any way whatsoever, from a connection to the Website. 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 connection

by the Participant to the Website and his or her participation in the Network Test are done at its own risk.

The liability of the Organizer shall not be engaged in case of Force Majeure or unforeseeable circumstances beyond its control.

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

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The Rules apply to any "Participant who participates in the Network Test.

The Organizer reserves the right to modify these Rules and/or the Network Test 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 Network Test 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 Network Test and the participant cannot claim any compensation as such.

In case of modification of the dates and NT Access, these new dates and new NT Access will be mentioned on the Website.

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

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 the event of any fault committed by or on behalf of a Participant, the Organizer reserves the right to exclude, by operation of law, any participation by the latter, without him/her being able to claim anything.

## **ARTICLE 8 – PERSONAL DATA**

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The personal information provided by the participant during her/his participation in the Network Test 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, acting as data controller, is processing personal data about the Participant.

### **Purposes of the data processing:**

- the management of the participation in the Network Test;
- the determination of the Winners;
- informing the Winner(s) to announce his/her code;
- managing the awarding and delivery of the code;
- managing the Network Test;
- the management of disputes or complaints;
- the management of requests from the persons concerned (right of access, rectification, deletion, right to portability, right to limitation, in particular, as these rights are detailed below);
- the control of the regularity of the participations and the application of the regulation;
- the defense of the Organizer's legal rights and obligations and any legal proceedings involving, initiated by or against the participant.

### **Legal basis of the processing:**

- performance of a contract or performance of pre-contractual dealings;

- the compliance with a legal obligation;
- the legitimate interest of the Organizer to protect its organization against any breach of a legal duty owed to the Organizer and to defend itself in case of litigation.

**The personal data processed:**

It is expressly stated that the Organizer will collect (i) the first and last name, the country of residence, the date of birth, the email address, the Platform of each Participant ; (ii) the BIC of the Participant who wishes to make a request according to Section 3 herein.

**Data recipient:**

The personal data we collect, as well as those collected subsequently, are intended for the authorized personnel of the Organizer and the service providers.

**Data transfers outside the European Union:**

In the context of this Network test, no transfer of personal data to a third country is envisaged.

**Data retention period:**

The Organizer shall only retain the personal data of Participant for the necessary period required to achieve the objectives for which it was collected, including meeting any legal, regulatory, fiscal or accounting demands.

The Organizer will delete all personal data collected pertaining to the Participant as part of their participation within 15 (fifteen) days after the final interaction initiated by the Participant.

By participating to the Network test, the Participant expressly agrees that its personal data are collected for the purpose of participating in the Network test.

**The rights of Participant:**

In accordance with the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 ("General Data Protection Regulation" or "GDPR"), each Participant has the right to access, rectification, correcting, erasure, as well as the limitation and portability of their personal data.

Furthermore, the Participant also has the right to define guidelines relating to the conservation, deletion and communication of their personal data after their death.

These rights may be exercised to the Organizer by writing to the address indicated in the preamble, or by sending an email to the following address: [dpo@bandainamcoent.eu](mailto:dpo@bandainamcoent.eu).

When the Participant address a request to exercise their right, they must identify themselves by any available means. In case of doubt regarding their identity, the Organizer can request supplementary information where deemed necessary, including a photocopy of an identity document carrying the signature of the person concerned.

The participant also has the ability to make a claim to the CNIL at the following address: 3 Place de Fontenoy – TSA 80715 – 75334 PARIS CEDEX 07.

Each participant has a right to lodge a complaint with its local supervisory authority.

**ARTICLE 9 – EVIDENCE CONVENTION**

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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 evidence 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**

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Any question of interpretation or application of the Rules 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 France.

**Version updated on January 3<sup>rd</sup> , 2025**