

**GENERAL RULES OF PARTICIPATION
TO ACCESS THE CLOSED NETWORK TEST (CNT) VERSION OF THE VIDEO GAME "ELDEN RING"
ORGANIZED BY THE COMPANY BANDAI NAMCO EUROPE S.A.S.**

BANDAI NAMCO Europe S.A.S. (formerly 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 320 623 317, having its registered office at 15 rue Félix Mangini, CS 90618, 69258 Lyon Cedex 09, France (the "**Organizer**"), organizes a participation to access the Closed Network Test version (i.e. a preview test phase which allows a limited number of players to play the beta version of a video game software) of the video game software "ELDEN RING" (the "**Video Game**"), free of charge and without obligation to purchase (hereinafter the "**Closed Network Test**").

ARTICLE 1 – PARTICIPATION

The Closed Network Test is free of charge and without obligation to purchase and 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://beta.bandainamcoent.eu/>, by accessing it via a link on the Website (as defined herein).

The Closed Network Test is open to private individuals residing in the following countries (altogether the "**Territory**"): Australia, Bangladesh, Cook Islands, India, New Zealand, The Norfolk Island, Pakistan, Angola, Benin, Burkina Faso, Bhutan, Burundi, Cameroon, Cape Verde, The Democratic Republic of the Congo, Central African Republic, Congo, Chad, Cote d'Ivoire, Comoros, Djibouti, Equatorial Guinea, Ethiopia, Fiji, Micronesia, The Federated States of Gabon, Gambia, Ghana, Greenland, Guam, Guinea, Guinea-Bissau, Kenya, Liberia, Sri Lanka, Madagascar, Malawi, Maldives, Mali, Marshall Islands, Mauritania, Mozambique, The Northern Mariana Islands, Namibia, Niger, Nepal, Nigeria, Palau, Rwanda, Samoa, Sao Tome and Principe, Seychelles, Senegal, Saint Helena, Sierra Leone, Somalia, The United Republic of Tanzania, Togo, Uganda, Vanuatu, Western Sahara, Zambia, Zimbabwe, France, Algeria, Belgium, Luxembourg, The Netherlands, French Guiana, French Polynesia, Guadeloupe, Morocco, Martinique, Mauritius, Mayotte, Monaco, Saint Martin (French part), New Caledonia, The Reunion Island, Sint Maarten (Dutch part), Tunisia, Wallis and Futuna, Italy, San Marino, Holy See (Vatican City State), Germany, Austria, Azerbaijan, Belarus, Switzerland, The Czech Republic, Hungary, Kazakhstan, Poland, The Russian Federation, Slovakia, Ukraine, Georgia, Kyrgyzstan, Liechtenstein, The Republic of Moldova, Tajikistan, Turkmenistan, Uzbekistan, The United Arab Emirates, Afghanistan, Albania, Armenia, Bosnia and Herzegovina, Bahrain, Bulgaria, Croatia, Cyprus, Egypt, Greece, Israel, Malta, Qatar, Romania, Saudi Arabia, Slovenia, Turkey, Iraq, Jordan, Kuwait, Lebanon, Libyan Arab Jamahiriya, The Former Yugoslav Republic of Macedonia, Montenegro, Oman, Occupied Palestinian Territory, Serbia, The Syrian Arab Republic, Yemen, Andorra, Spain, Portugal, Aland Islands, Denmark, Norway, Finland, Sweden, Estonia, Iceland, Latvia, Lithuania, The United Kingdom, Botswana, British Indian Ocean Territory, The British Virgin Islands, The Republic of Ireland, South Africa, Faroe Islands, Guernsey, Gibraltar, The Isle of Man, Jersey, Lesotho, South Georgia and the South Sandwich Islands, and Swaziland.

The Closed Network Test is opened at the rate of one (1) participation per person during the 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 Closed Network Test are ineligible to participate in this Closed Network Test

The participation in the Closed 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 candidate.

ARTICLE 2 – CONDUCT OF THE CLOSED NETWORK TEST- DETERMINATION OF THE WINNERS AND BETA ACCESS

- **Conduct of the Closed Network Test:**

The Closed Network Test starts on **November 12th, 2021, at 12 PM CEST** (Start date) and ends on **November 15th, 2021, at 7 AM** (End date) **Central Europe Time** (the "Duration"). Connect to www.ELDENRING.COM/CNT to see the full schedule

Commenté [DN1]: CET and not CEST

Commenté [DN2]: 7 AM

Commenté [DN3]: Add at the end the phrase.
"Connect to www.ELDENRING.COM/CNT to see the full schedule"

The duration is a total of three (03) calendar days. However, the participants accept that the Closed Network Test is operated by the "**first come, first served**" rule per selected platform, per country and per category (from software games player or not – as defined in the conditions of participation below (3)). Hence, the participants accept that the Closed Network Test might end before the end date of the Duration, due to this early closure.

The participation in the Closed Network Test is made available on the Organizer's website, via the following page: <https://beta.bandainamcoent.eu/> (the "Website"), within the Territory only.

- **Beta Access offered to the Winners:**

The number of Winners is fifty thousand (50,000) and each Winner will win the following:

- One (1) code to play the beta version of the Video Game in early access and prior to the Video Game official release date (the "**Beta Access**"). The Beta Access will allow the Winner to play the beta version of the Video Game from **November 12th, 12 PM Central Europe Time**.

Therefore, there are fifty thousand (50,000) Beta Access. One (1) by Winner. All Beta Access are the same, no Beta Access is different or gives a different access than the others.

- **Conditions of participation in the Closed Network Test:**

To participate in the Closed Network Test during the Duration only, each participant shall follow the following steps:

- ¶ Go to the Website, click on "LOG IN" OR "CREATE AN ACCOUNT" and "REGISTER FOR A CHANCE TO PARTICIPATE TO THE CLOSED NETWORK TEST";
- ¶ The participant will be redirected to the BANDAI NAMCO login/creation page and shall log in or create a "BANDAI NAMCO EUROPE" account;
- ¶ The participant will then be redirected to the Website and shall (i) answer to a survey in order to be selected as a Souls play or a non-Souls player, (ii) choose its platform (e.g. PS4), (iii) give or not its consent to be contacted by email in order to give its feedback, and (iv) click on "VALIDATE";
- ¶ A confirmation of registration will appear on the screen.

Any participation in the Closed Network Test sent or made in other ways will not be accepted. Any incomplete participation will not be treated by the Organizer.

The participant undertakes and guarantees that:

- (i) The participant can only submit one (1) participation and the participant can only win once;
- (ii) Entering with multiple accounts is prohibited and will disqualify the participant's participation.

The participant in the Closed Network Test must complete entirely all the above steps in order to participate in the Closed Network Test, which also implies acceptance of the present Rules.

The participants accept that the Closed Network Test is operated by the "**first come, first served**" rule

(as described below).

- **Determination of the Winners:**

The Winners will be chosen as follows: **"first come, first served"**; therefore, the first participant who will participate in the Closed Network Test will win one (1) Beta Access out of the total of fifty thousand (50,000) Beta Access, the second participant will win one (1) Beta Access out of the remaining forty-nine thousand nine hundred and ninety-nine (49,999) Beta Access and the fifty thousandth participant will win the remaining fifty thousandth Beta Access.

Each Winner will be personally notified by the Organizer by email on **November 9th, 2021** and will receive the Beta Access on the same day.

For the avoidance of doubt, non-Winners will not receive any email.

The Beta Access will allow each Winner to play the beta version of the Video Game from **November 12th at 12 PM Central Europe Time**.

Where necessary, the Organizer reserves the right to cancel the Beta Access won.

ARTICLE 3 – CONSULTATION OF THE RULES

The Rules are available for consultation in their entirety on the Website.

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 Europe S.A.S.
15 rue Félix Mangini
CS 90618
69258 Lyon
Cedex 09
France

Indicating: **"ELDEN RING CLOSED 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 Closed Network Test.

ARTICLE 4 – CONNECTION AND PARTICIPATION FEES TO THE CLOSED Network Test

The Closed Network Test is free of charge for the participants.

Therefore, the participants agree that the Organizer will not reimburse any fees to participants for their participation in the Closed Network Test.

ARTICLE 5 – DISPUTE

Participation in the Closed Network Test implies acceptance without restriction or reservation of the terms of the Closed 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 Beta 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 Closed Network Test are subject to the provisions of the law of France and to the exclusive jurisdiction of the French courts.

ARTICLE 6 – LIMITATION OF LIABILITY OF THE ORGANIZER

The participation in the Closed 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.

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

- For the content of services available on Website or on <https://beta.bandainamcoent.eu/>;
- 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 Closed 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 Closed 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 Closed 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 Closed 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

The Rules apply to any participant who participates in the Closed Network Test.

The Organizer reserves the right to modify these Rules and/or the Closed 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 Closed 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 Closed Network Test and

the participant cannot claim any compensation as such.

In case of modification of the dates and Beta Access, these new dates and new Beta 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 Closed 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 Closed 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

The Organizer implements a processing of personal data concerning the participants in the contest.

For this purpose, the personal data collected are the following:

- Gender
- Nickname
- Country
- Email address
- Birthdate

In accordance with the applicable regulation, you have a right of access, rectification, deletion and portability of your personal data. You may also oppose the processing of your data, if necessary, and request that it be limited. Finally, you can define instructions concerning the fate of your data in the event of your death. These rights can be exercised by contacting the Data Protection Officer of BNE by e-mail at: dpo@bandainamcoent.eu. If necessary, you have the right to lodge a complaint with the CNIL.

For more information on the use of your personal data, you can consult our privacy policy at: <https://en.bandainamcoent.eu/privacy-policy>.

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 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

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.

ARTICLE 11 – DISCLAIMER

This Closed Network Test is not managed or sponsored by Facebook, Instagram nor Twitter.

