

## **TERMS OF USE**

### **Preamble**

These Terms of Use (hereinafter the "ToU") govern all relations between the <https://bnent.eu/SOTE-Artbook> website (hereinafter the "Website") published by Bandai Namco Europe (hereinafter "BNE")—whose identity and contact information are specified in the "Legal Information" section—and the "Consumer" browsing the Website, hereinafter collectively referred to as the "Parties."

### **1) Purpose and Description**

The purpose of these Terms of Use is to set forth the terms governing the use of the Website and all the pages of the Website accessible at the following address: <https://bnent.eu/SOTE-Artbook>.

The Website is accessible to any user with Internet access and a cellular phone. However, the Website has been specifically designed to enable consumers who have purchased the "Elden Ring Shadow of the Erdtree Collector's Edition" boxed set to obtain the missing product, namely an artbook, in accordance with the instructions on the flyer included in the boxed set.

### **2) Definitions**

The terms defined below shall have the following meanings between the Parties:

- **"ToU"**—these Terms of Use;
- **"Consumer(s)"**—the consumer(s) who has/have purchased the Collector's Edition and has/have a Code enabling them to obtain the Product, subject to compliance with the instructions detailed in the section entitled "Access to the Product";
- **"Code"**—the personal and individual code allocated to each Consumer that enables them to obtain the Product;
- **"Collector's Edition"**—the "Elden Ring Shadow of the Erdtree Collector's Edition" boxed set purchased by the Consumers, in which the Product is missing;
- **"Flyer"**—the document inserted in the Collector's Edition, on which the Code and the QR Code redirecting to the Website appear;
- **"Form"**—the form that the Consumers, provided with a Code, must complete to obtain the Product;
- **"Internet"**—a network of networks enabling information to be exchanged using a protocol referred to as TCP/IP. Data is routed via different networks that are able to read messages according to this technical standard. Each element of this network

belongs to private or public organizations that operate them in cooperation without necessarily implying a bilateral obligation of quality;

- **“Product”**—the artbook that the Consumers will receive if they meet the conditions for obtaining it;
- **“QR Code”**—the two-dimensional bar code affixed to the Flyer, redirecting the Consumers to the Website to obtain the Product.

### **3) Access to the Website**

Access to the Website is unrestricted. The Website is accessible twenty-four (24) hours a day, seven (7) days a week.

BNE strives to provide quality access and to enable the Consumer to use the services made available to them under the best possible conditions.

Due to the nature and complexity of the Internet network and particularly its technical performance and response times for consulting, querying, and transferring information data, BNE shall make every effort, in accordance with best practices, to enable access to and use of the Website. BNE cannot guarantee absolute accessibility or availability of the Website.

However, BNP reserves the right, without prior notice or compensation, to temporarily or permanently close the Website or access to one or more remote services, particularly to carry out updates, maintenance operations, modifications, or changes to operating methods, servers, and access hours, without this list being exhaustive.

BNE is not responsible for damage of any kind that may result from these changes or from the temporary unavailability or permanent closure of all or part of the Website or its associated services.

BNE reserves the right to supplement or modify the Website and the service available on it at any time, in line with technological developments.

It is the Consumer’s responsibility to be aware of possible changes in the computer and transmission resources at their disposal so that such resources can be adapted to changes in the Website.

### **4) Terms of Access to the Website**

All Consumers are deemed to have read these ToU and are required, each time they visit, to take cognizance of any changes to them; BNE reserves the right to modify them at any time.

Browsing all or part of the Website constitutes the Consumer’s full acceptance hereof by the Consumer.

In the event of modification, a modification notice will be published on the <https://bnent.eu/SOTE-Artbook> page so that you can take cognizance of any new provisions or terms governing your use of the services. Any updates will take effect thirty (30) days after publication of the modification notice, and the terms governing the use of the new services will take effect as soon as they are published on the <https://bnent.eu/SOTE-Artbook> page. If you do not accept the modifications, you must stop browsing the Website. Any use of the Website subsequent to modifications to these terms governing use shall constitute acceptance of such changes.

## **5) Access to the Product**

Each Collector's Edition contains a Flyer with a Code, which is personal and unique, enabling you to obtain the Product.

To obtain the Product, the Consumer must follow these steps:

- Scan the QR Code on the Flyer using their cellular phone, whereby the Consumer will be automatically redirected to the Website;
- Complete the Form by providing the following information:
  - first name,
  - last name,
  - email address,
  - confirmation of email address,
  - mailing address,
  - phone number,
  - town/city,
  - ZIP/postal code,
  - country,
  - and Code on the Flyer;
- Read these Terms and Conditions of Use and the Privacy Policy and tick the box "I accept the Terms and Conditions of Use and have read the Privacy Policy";
- Once the form has been completed and the box ticked, the Consumer can submit his/her request by clicking on "Submit".

The Consumer acknowledges and accepts that shipment of the Product is subject to compliance with the aforementioned steps. In the event of non-compliance with any of these conditions, BNE reserves the right to refuse to ship the Product.

The Product will be delivered to the address indicated by the Customer on the Form. Delivery times may vary based on logistical constraints and other circumstances beyond BNE's control. BNE accepts no liability in the event of late delivery, for whatever reason.

Delivery is free of charge.

## **6) Access to the Form**

The Consumer is informed that access to the Form may be terminated at any time, at BNE's discretion, without BNE being held liable. In the event of termination of access to the Form,

the Consumer must contact BNE's support department to obtain the Product at the following address: <https://service.bandainamcoent.eu/>.

## **7) Personal Data**

In accordance with personal data protection legislation, the Consumer is informed that BNE, as the data controller, implements personal data processing.

For more information about this personal data processing and the extent of their rights, the Consumer is advised to refer to the "Personal Data Protection Policy."

## **8) Cookies**

The Website uses cookies to enable the Consumer to benefit from the services offered by the Website, such as viewing and optimization of its use. To find out about our policy on cookies, the Consumer is advised to read the "[Cookie Policy](#)."

## **9) BNE's Liability**

- **General Liability**

BNE shall not be held liable for:

- the quality of the Website, which is offered "as is";
- any disruption of use of the Website;
- any inability to use the Website;
- any breaches of computer security that may cause damage to the Consumer's computer equipment and data;
- any infringement of the Consumer's rights in general;
- any direct or indirect damage that may result from access to or use of the Website or the information contained therein, regardless of its nature.

- **Liability for the Code and Its Use**

Each Code is strictly personal and confidential and shall not be transferred or shared with third parties in any form whatsoever.

Each Consumer is responsible for securely storing their Code. It is the Consumer's responsibility to take all necessary measures to protect the confidentiality and integrity of their Code.

BNE accepts no liability, without exception, in the event of loss, theft, unauthorized disclosure, or fraudulent use of the Code by third parties.

In the event of loss or theft of the Code, BNE will be unable to provide a replacement code or guarantee access to the Product, without being held liable.

- **Liability for Information on the Website**

BNE shall not be held liable for any direct or indirect damage that may result from access to or use of the Website or the information contained therein, regardless of its nature.

BNE shall make every effort to provide up-to-date information on its Website. All information made available to persons accessing the Website was selected on a specific date.

Information appearing on the Website reflects an opinion at the time the Website was produced and not at the time the Website was viewed. It may require updating, which may not have taken place at the time of viewing for technical or other reasons.

BNE shall not be held liable for any mistakes or omissions. Any update, new service, or new feature that improves or enhances one or more items of existing information content will be subject to these terms.

BNE accepts no liability regarding the appropriateness of decisions and the terms of their implementation made by Internet users solely on the basis of information published on the Website.

## **10) The Consumer's Obligations**

The Consumer undertakes to use the Website and all information to which they may have access only for purposes that comply with public policy, accepted standards of behavior, and third parties' rights.

The Website was created to enable Consumers to obtain the Product, using a personal and confidential Code. Any fraudulent use of such Code, including entering falsified, unauthorized, or illicitly obtained codes, is strictly prohibited.

BNE reserves the right to check the authenticity of the codes entered by each person submitting a request to obtain a Product. In the event of suspicion or discovery of fraudulent use, BNE may take the following measures, without prior notice:

- Refuse to send the Product associated with the fraudulent code.
- Take legal action seeking compensation for the harm suffered.

Consumers submitting a request to obtain a Product are required to provide accurate, complete, and up-to-date information when submitting their request.

Any attempted fraud, including using unassigned personal codes, submitting false information, and using bots or automated scripts, is strictly prohibited and may result in civil and criminal prosecution in accordance with current legislation.

BNE reserves the right to take appropriate action in the event of any breach of this clause.

Furthermore, the Consumer undertakes not to disrupt any use of the Website by other visitors.

## **11) Intellectual Property**

The content of the Website, the general structure, and the software, texts, images (animated or not), photographs, and all other elements comprising the Website are the exclusive property of BNE or third parties who have granted BNE a license.

These ToU do not imply any transfer of intellectual property rights of any kind over elements belonging to BNE or its beneficiaries, such as sounds, photographs, images, literary texts, artwork, software, brands, graphic charters, and logos, for the benefit of the Consumer.

In particular, it is strictly prohibited to modify, copy, reproduce, download, broadcast, transmit, commercially use, and/or distribute, in any way whatsoever, the pages of the Website or the computer codes of the elements comprising the pages and the Website.

Any reproduction and/or representation, in whole or in part, of any one of these rights without the express permission of BNE is prohibited and would constitute an infringement for which the infringer could be held civilly and criminally liable.

Consequently, any action and any act likely to directly or indirectly infringe BNE's intellectual property rights is strictly prohibited.

The same applies to any databases appearing on the Website, which are protected by sections of the French Intellectual Property Code.

The distinctive signs of BNE and its partners, such as domain names, brands, official names, and logos appearing on the Website, are protected by the French Intellectual Property Code. Any reproduction, in whole or in part, of these distinctive signs from elements of the Website without the express permission of BNE is therefore prohibited under the French Intellectual Property Code.

1. This Website may only be used in accordance with its intended purpose.
2. Any other use not expressly permitted in writing and in advance by BNE is prohibited and constitutes an infringement.

## **12) Artificial Intelligence System**

Any use of the content of the Website for the development, training, programming, improvement, and/or enrichment of artificial intelligence systems (including, but not limited to, generative AI systems) that may generate content directly or indirectly, whether copyrighted or not, is strictly prohibited without the prior written permission of BNE.

## **13) Tolerance**

BNE and the Consumer mutually agree that the fact that one of them tolerates a situation does not have the effect of granting the other acquired rights.

Furthermore, such tolerance cannot be interpreted as a waiver of the entitlement to assert the rights in question.

#### **14) Titles**

In the event of interpretation difficulties resulting from a contradiction between any of the titles appearing at the top of the clauses and any of the clauses themselves, the titles shall be declared non-existent.

#### **15) Nullity**

If one or more provisions hereof are held to be invalid or declared as such pursuant to a law, regulation, or following a final decision of a competent court, the other provisions shall retain their full force and scope.

#### **16) Entry into Force and Term**

These terms governing use shall enter into force on the date they are published online and shall be binding on the date of first use of the Website by the Consumer.

These ToU shall be binding for the term of use of the Website until new Terms of Use replace these Terms of Use.

#### **17) Support**

If Consumers require assistance in obtaining the Product or have any other questions regarding the Code, they can contact BNE's support department at the following address: <https://service.bandainamcoent.eu/>.