

**GENERAL RULES AND REGULATIONS OF THE "Bandai Namco Club! – Elden Ring Trial of the All-Knowing Giveaway: Arm of Malenia (Life-Size Replica)" CONTEST
ORGANIZED BY THE COMPANY BANDAI NAMCO EUROPE S.A.S.**

Bandai Namco 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, (hereinafter referred to as the "Organizer"), organizes a contest entitled "**Bandai Namco Club! – Elden Ring Trial of the All-Knowing Giveaway: Arm of Malenia (Life-Size Replica) contest**" (hereinafter referred to as the "Contest"), free of charge and without obligation to purchase.

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 eighteen (18) years old or older and shall have answered to [ELDEN RING - Official Quiz | Bandai Namco Europe \(bandainamcoent.eu\)](#).

The Contest is limited to the private individuals residing in the European Union, except Italy (altogether the "Territory").

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 France.

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 PRIZE TO WIN

- Conduct of the Contest:**



The Contest starts on **September 6th, 2024, at 10:00 AM** (Central Europe Time) and ends on **October 4th 2024 at 03:00 PM** (Central Europe Time) (herein the "Contest Duration").

The Contest is made available on the Organizer's website <https://beta.bandainamcoent.eu/cb/elden-ring-malenia-arm-giveaway> (hereinafter the "Contest Website"), in the Territory.

The Contest Duration is a total of twenty-eight (28) calendar days.

- Prize to win:**

The number of winners is **one (1)** and the prize offered by the Organizer is the following (hereinafter the "Prize"):

Prize	Quantity	Unit value
ARM OF MALENIA (LIFE-SIZE REPLICA) ELDEN RING ×  	1	449,99€

The Prize 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 Prize pointed above correspond to the recommended retail price for this product 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) Participate to the Elden Ring Quiz: [ELDEN RING - Official Quiz | Bandai Namco Europe \(bandainamcoent.eu\)](https://eldenring.bandainamcoent.eu)
- (2) At the end of the Elden Ring Quiz, whether the participant succeeded to the Elden Ring Quiz or not, go on the Contest Website, click on "LOG IN" or "CREATE AN ACCOUNT" and then click on "REGISTER FOR A CHANCE TO PARTICIPATE IN THE GIVEAWAY".
- (3) Once redirected to the Bandai Namco login/creation page, log in or create a "Bandai Namco Europe" account.
- (4) Then, accept the terms and Conditions of the Contest, check the "I consent to the treatment of my personal data for the purpose of my participation in the Giveaway" and click on "VALIDATE".

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:

- (1) It can only submit one (1) entry and the participant can only win once;
- (2) 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 Winner will be chosen by the Organizer by a random draw which will occur on **October 4th 2024 at 3:00 PM CET** (Central Europe Time).

The Winner will be personally notified by the Organizer between **October 7th 2024 and October 11th 2024** on the email address linked to the "BANDAI NAMCO EUROPE" account used to participate to the Contest (the "Notification").

In this Notification, the Organizer will request to the Winner its postal address, phone number and full name in order to send the Prize.

The Winner shall reply to the Organizer within ten (10) calendar days following receipt of the Organizer's Notification and shall provide its postal address, phone number and full name in order to get its Prize.

The Winner will receive its Prize by mail sent by the Organizer within four (4) months following the above-mentioned reply sent by the Winner to the Organizer.

Sending costs are the sole responsibility of the Organizer.

If within ten (10) 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 first winner has not replied, then:

- (i) the Prize 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 Prize won.

In the case the Prize 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).

Participants authorize the Organizer to use for promotional purposes or advertising relating to the contest at which they have participated, their name/nickname/pseudo on any media and in worldwide, however this authorization cannot grant other rights than the one to receive the promised Prize.

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/MaleniaArmGiveaway-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 Europe S.A.S.
15 rue Félix Mangini,
69258 Lyon Cedex 09
France

Indicating the name of the Contest: **“Bandai Namco Club! – Elden Ring Trial of the All-Knowing Giveaway: Arm of Malenia (Life-Size Replica)”**

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 France and to the exclusive jurisdiction of the court of Lyon (France).

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 prize will be mentioned on the following website: <https://beta.bandainamcoent.eu/cb/elden-ring-malenia-arm-giveaway>

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 – INTELLECTUAL PROPERTY

Any material, trademark, logo, or other distinctive sign created as part of, and on the documents relating to the Contest, are the property of their respective owners and can be protected as such.

Any unauthorized use of these materials, subject to the applicable laws of intellectual property is liable to constitute a breach of copyright and is strictly forbidden. Anyone who violates the intellectual property rights attached to these materials is liable to the corresponding penalties.

ARTICLE 9 – DATA PROTECTION ACT

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

Purposes of the data processing:

- the management of the participation in the Contest;
- the determination of the Winner;
- informing the Winner to announce his/her win;
- managing the awarding of the Prize;
- managing the delivery of the Prize;
- 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 of each participant, (ii) the postal address, the phone number, the full name of the Winner (first and last name), (iii) the BIC and full name 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 competition, no transfer of personal data to a third country is envisaged.

Data retention period:

The Organizer shall only retain the personal data of participants 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 Contest, the participant expressly agrees that its personal data are collected for the purpose of participating in the Contest.

The rights of participants:

In accordance with the "Data Protection Act 2018" as amended the 1st of January 2021, the amended law of 6 January 1978 and 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.

When the participant addresses 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 10 – 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 11 – ASSIGNMENT

The Organizer reserves the right to assign or transfer its rights and obligations under these Rules and Regulations, the administration and management of the Contest to any other company of Bandai Namco Group, at any time during the Contest Duration, without notice to the participants.

By participating in the Contest, each participant consents to such assignment or transfer and agrees that all references to the "Organizer" in these Rules and Regulations shall include any such assignee or transferee company.

This provision shall be binding upon and inure to the benefit of the Organizer, its successors, and assigns.

ARTICLE 12 – 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 France.

ARTICLE 13 – DISCLAIMER

This promotion is not managed or sponsored by Facebook nor Instagram. 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.

Version updated on September 6th 2024