

**GENERAL RULES AND REGULATIONS OF THE "LITTLE NIGHTMARES III – CUSTOM XBOX SERIES" CONTEST 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, (hereinafter referred to as the "Organizer"), organizes a contest entitled "**LITTLE NIGHTMARES III – CUSTOM XBOX SERIES**" (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 a X account.

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 PRIZES TO WIN**

• **Conduct of the Contest:**

The Contest starts on November 20<sup>th</sup>, 2025, at 10:00 a.m. and ends on December 12<sup>th</sup>, 2025, at 23:59 p.m. (Central Europe Time) (herein the "Contest Duration").

The Contest is made available on the Organizer's X account <https://x.com/BandaiNamcoEU>. (hereinafter the "Contest Website"), in the Territory.

The Contest Duration is a total of twenty-two (22) calendar days.

• **Prize(s) to win:**

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

Winner order	Prizes	Quantity	Unit value
1	custom-branded "Little Nightmares 3" Xbox Series X console bundle  (NON-FUNCTIONAL, TO BE USED AS AN ART PIECE)	One (1)	549.99 €
2	custom-branded "Little Nightmares 3, Low themed" Xbox Controller and  (NON-FUNCTIONAL, TO BE USED AS AN ART PIECE)	One (1)	59.99 €
	custom-branded "Little Nightmares 3, Alone themed" Xbox Controller  (NON-FUNCTIONAL, TO BE USED AS AN ART PIECE)	One (1)	59.99 €

The Prize(s) 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(s) 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:

- i) Follow the Contest Website and the following Little Nightmares accounts on X <https://x.com/LittleNights>
- ii) submit one (1) image file (JPG or PNG) of its drawing representing the participant worst childhood fear with a short accompanying description (hereinafter the "Artistic Creation");
- iii) post the image file of its Artistic Creation by (i) commenting the contest announcement post on the Contest Website or (ii) post the Artistic Creation on X using the hashtag #DrawYourFears

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 shall be the author of its Artistic Creation submitted under its name/nickname/pseudo indicated on the X account of the participant;
- (ii) It can only submit one (1) entry and the participant can only win once;
- (iii) Entering with multiple accounts is prohibited and will disqualify the participant's entry;
- (iv) It shall make sure it has the right to use the content of its Artistic Creation;
- (v) The Artistic Creation must be done by the participant only;
- (vi) In any case, freedom of creation is left to the participant to create the Artistic Creation, subject to the following guidelines : the Artistic Creation shall respect of the guidelines of X, the Artistic Creation must not contain, depict or promote any form of sexual content, nudity, violence, illegal activity, drugs, alcohol, discrimination, or any other material that may be considered offensive, inappropriate, or contrary to public morals or applicable law;

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.

By participating to the Contest, the participant accepts to grant any and all intellectual property rights and image rights on its Artistic Creation to the Organizer, except moral rights, for the maximum duration of the protection afforded by all and any relevant Intellectual property laws or international conventions (including any extensions / renewals to the duration of the protection period) and the participant guarantees that it owns such rights.

This granting of rights shall confer on the Organizer and/or any third party of its choice the right to exercise the following rights:

The right of reproduction, including but not limited the right to reproduce all or any part of the Artistic Creation in and on any formats, systems whether now known or hereafter invented; the right of reproduction shall specifically include the right to exploit, in whole or in part, all and any elements included in the Artistic Creation;

The rights of performance and display, including without limitation:

(i) the right to communicate to the public, publicly display all or any part of the Artistic Creation by any means whether now known or later devised, by any process especially by television broadcasting, satellite transmission, cable transmission, whether or not associated with any other audio visual, graphic or literary elements; the right of performance and display shall specifically include the right to exploit, in whole or in part, all and any elements included in the Artistic Creation;

(ii) the right to exploit all or any part of the Artistic Creation via any network and or any means of telecommunication or public exhibition for any purpose, including but not limited to for the promotion and the advertising of the video game "Little Nightmares III" (including but not limited to point of sale,

institutional, trade/industry show and/or Internet videos, trailers, demos, etc) as well the right to perform and exploit the Artistic Creation in relation to any other products or services or works of the Organizer.

(iii) the right to authorize the broadcasting of all or part of the Artistic Creation for internet and TV ("pay TV" and "free TV") commercials or any other advertising/promotion operation in relation to the video game "Little Nightmares 3" or any other products or services or works of the Organizer.

The right of adaptation and the right to create and exploit derivative works/products, including without limitation:

(i) The rights to adapt the Artistic Creation, which include, but are not limited to the right to adapt the Artistic Creation on any format and/or for any system;

(ii) The right to create, produce and exploit derivative work/product of the Artistic Creation.

- **Determination of the winner:**

The Winners will be chosen by the Organizer depending on the creativity of each participant's submission to the Contest on December 15<sup>th</sup> 2025.

The Winners will be personally notified by the Organizer within up to one (1) week after, by a message on their account - via X personal messaging (the "Notification").

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

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 and its full name in order to get its Prize(s).

The Winner will receive its Prize(s) by mail sent by the Organizer within thirty (30) days 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 the Prize(s) will automatically become the property of the Organizer, no claim will be accepted; and 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(s) won.

In the case the Prize(s) 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(s).

### **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/LN3-ControllerGiveawayRules>.

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,**  
**69258 Lyon Cedex 09**  
**France**

Indicating the name of the Contest: **"LITTLE NIGHTMARES III – CUSTOM XBOX SERIES"**

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**

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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**

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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**

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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**

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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(s) will be mentioned on the following website: <https://bnent.eu/LN3-ControllerGiveawayRules>.

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**

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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**

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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 winners;
- informing the winner(s) to announce his/her Win;
- managing the awarding of the Prize(s);
- managing the delivery of the Prize(s);
- 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 personal data processed:**

It is expressly stated that the Organizer will collect (i) the pseudo/username of each participant, (ii) the postal address, the phone number, the full name of the Winners (first and last name), (iii) the first and last name, the country of residence, the email address and 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 competition, no transfer of personal data to a third country is envisaged.

### **Data retention period:**

The Organiser 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 Organiser will delete all personal data collected :

- pertaining to the participant as part of their participation within two (2) months following the end of the Contest
- pertaining to the winner(s), within the same period, unless the Prize(s) is sent after this period, in which case the data will be deleted one (1) month after the Prize(s) has been sent

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 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") (applicable from 25 May 2018), 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 Organiser 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 addresses a request to exercise their right, they must identify themselves by any available means. In case of doubt regarding their identity, the Organiser 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**

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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 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 – INTERPRETATION**

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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 11 – DISCLAIMER**

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This promotion is not managed or sponsored by X. 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 November 18<sup>th</sup> 2025**