

**GENERAL RULES OF PARTICIPATION  
TO ACCESS THE CLOSED BETA TEST (CBT) VERSION OF THE VIDEO GAME "MY HERO ULTRA  
RUMBLE"**

**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 (the "**Organizer**"), organizes a participation to access the Closed Beta 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 "**MY HERO ULTRA RUMBLE**" (the "**Video Game**"), free of charge and without obligation to purchase (hereinafter the "**Closed Beta Test**").

#### **ARTICLE 1 – PARTICIPATION**

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The Closed Beta Test is free of charge and without obligation to purchase and is opened to any person, aged at least 16 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/cb/my-hero-ultra-rumble-beta> by accessing it via a link on the Website (as defined herein).

The Closed Beta 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 Beta 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 Beta Test are ineligible to participate in this Closed Beta Test.

The participation in the Closed Beta 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 – CLOSED BETA TEST REGISTRATION - CONDUCT OF THE CLOSED BETA TEST- BETA ACCESS – CONDITIONS OF PARTICIPATION - DETERMINATION OF THE WINNERS**

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- **Closed Beta Test registration :**

The Closed Beta Test registration starts on **2<sup>nd</sup> July, 2022, at 6:00 AM CEST** (Start date) and ends on **31<sup>th</sup> July, 2022, at 4:00 PM CEST** (End date) **Central Europe Summer Time** (the "Registration Period").

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

The dates of the Closed Beta Test are the followings :

- On 18<sup>th</sup> August, 2022, from 4:00 AM CEST to 12:00PM CEST ;
- On 19<sup>th</sup> August, 2022, from 4:00 AM CEST to 22<sup>nd</sup> August, 2022 CEST, at 8:00 AM CEST, (herein, the Duration).

However, the participants accept that the Closed Beta Test is operated by the **"first come, first served"** rule as defined in the conditions of participation outlined below.

Participation in the Closed Beta Test is made available on the Organizer's website, via the following page: <https://beta.bandainamcoent.eu/cb/my-hero-ultra-rumble-beta> (the **"Website"**), within the Territory only.

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

The number of Winners is fifteen thousand (15,000) and each Winner will win the following:

- One (1) PS4 platform code to play the beta version of the Video Game, on PS4 (and also on PS5), 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 on PS4 and PS5 platforms :
  - o On 18<sup>th</sup> August, 2022, from 4:00 AM CEST to 12:00PM CEST ;
  - o On 19<sup>th</sup> August, 2022, from 4:00 AM CEST to 22<sup>nd</sup> August, 2022 CEST, at 8:00 AM CEST.

Therefore, there are fifteen thousand (15,000) Beta Access. One (1) per Winner. All Beta Accesses are the same. No Beta Access is different or gives different access than the others.

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

To participate in the Closed Beta Test during the Duration only, 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 BETA TEST";
- 2) The participant will be redirected to the BANDAI NAMCO login/creation page and shall log in or create a "BANDAI NAMCO EUROPE" account;
- 3) The participant will then be redirected to the Website and shall: (i) answer to a form in order to be selected as an eligible candidate, (ii) give or not give consent to be contacted by email in order to give feedback through a survey, and (iii) click on "VALIDATE";
- 4) A confirmation of registration will appear on the screen.

Any application for participation in the Closed Beta 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 Beta Access ;

To participate in the Closed Beta Test, the participants :

- must have an access to Internet to use the Beta Access, and, more specifically, must be able to connect their consoles to the Internet.
- must have a PlayStation Network account;

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

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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.

Participants accept that the Closed Beta 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" rule**. Therefore, the first participant to participate in the Closed Beta Test will win one (1) Beta Access out of the total of fifteen thousand (15,000) Beta Accesses, the second participant will win one (1) Beta Access out of the remaining fourteen thousand nine hundred ninety-nine (14,999) Beta Accesses and the fifteen thousandth participant will win the final remaining fifteen thousandth Beta Access.

Each Winner will be personally notified by the Organizer by email **on the 6<sup>TH</sup> August, 2022** and will receive their Beta Access on the same day.

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

Where necessary, the Organizer reserves the right to cancel any participant's Beta Access.

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

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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: **"MY HERO ULTRA RUMBLE Closed Beta 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 Beta Test.

#### **ARTICLE 4 – PARTICIPATION FEES TO THE CLOSED BETA TEST**

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The Closed Beta 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 Beta Test.

#### **ARTICLE 5 – DISPUTE**

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Participation in the Closed Beta Test implies acceptance without restriction or reservation of the terms of the Closed Beta 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 Beta 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**

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The participation in the Closed Beta 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 Closed Beta 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 Closed Beta 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 <https://beta.bandainamcoent.eu/cb/my-hero-ultra-rumble-beta> ;
- 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 Beta 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 Beta 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 Beta 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 Beta 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 Closed Beta Test.

The Organizer reserves the right to modify these Rules and/or the Closed Beta 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 Beta 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 Beta 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 Beta 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 Beta 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 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 BNEU by e-mail at: [dpo@bandainamcoent.eu](mailto: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**

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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.

#### **ARTICLE 11 – DISCLAIMER**

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