

**GENERAL RULES AND REGULATIONS OF THE "PARK BEYOND - BETA CREATIVITY CONTEST" 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 "**PARK BEYOND - BETA CREATIVITY 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, aged of at least 18 years old, willing to participate, subject to the fact that the participant shall be a participant of the closed beta test for the video game "Park Beyond" organized by Bandai Namco Europe S.A.S. from May 9th, 2023 at 16:00 CEST to May 19th, 2023 at 16:00 CEST.

The Contest is open to all 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, 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 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 the 10<sup>th</sup> of May 2023 at 10:00 PM CEST (Central Europe Summer Time) and ends on the 19<sup>th</sup> of May 2023 at 3:00 PM CEST (herein the "Contest Duration").

The Contest is made available on the Organizer's Park Beyond twitter account (<https://twitter.com/parkbeyondgame>) (hereinafter the "**Contest Twitter Account**") and on the Organizer's Park Beyond Instagram account (<https://www.instagram.com/parkbeyondgame/>) (hereinafter the "**Contest Instagram Account**") in the Territory.

The Contest Twitter Account and the Contest Instagram Account are together called the "**Contest Social Media Account**".

The Contest will be advertised on the following websites:

- The Contest Twitter Account
- The Contest Instagram Account
- <https://twitter.com/BandaiNamcoEU> (herein after the “**Organizer’s Corporate Twitter Account**”)
- <https://bnent.eu/PBCreativityContestRules> (hereinafter the “**Contest Website**”).

The Contest Duration is a total of 10 (ten) calendar days.

• **Prizes to win:**

The number of winners for the Contest is 12 (twelve); with 3 (three) winners per Challenge, and the prizes offered by the Organizer are as follows (hereinafter the “**Prizes**”):

Winner order (for each Challenge)	Prizes	Quantity	Unit Value
<b>1</b>	Park Beyond Apparel Pack composed of 1 (one) Park Beyond t-shirt, 1 (one) Park Beyond pair of socks and 1 (one) Park Beyond Keychain.	1 (one) per 1 <sup>st</sup> winner 4 (four) in total (one per Challenge)	Thirteen euros and fifty centimes (13,50€) per Apparel Pack
<b>2 and 3</b>	Park Beyond Keychain.	1 (one) per winner 8 (eight) in total (two per Challenge)	one euro and fifty centimes (1€50) per Park Beyond Keychain

The Prizes 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.

• **Conditions of participation to the Contest:**

To participate in the Contest during the Contest Duration only, each participant shall at least participate to one of the following four Challenges:

1. To participate in the first challenge (the “**First Challenge**”), between May 10th at 5pm CEST and May 12<sup>th</sup> at 3pm CEST, each participant shall follow the following steps:
  - a. Follow the Contest Twitter Account if you wish to participate on Twitter or follow the Contest Instagram Account if you wish to participate on Instagram.
  - b. Create in the video game “Park Beyond” a creation based on the following theme: “Build the most thrilling Roller Coaster in Mission 1”.
  - c. Take either a screenshot or a video of your creation and post it either on Twitter if you wish to participate on Twitter or on Instagram if you wish to participate on Instagram, with the hashtag “#ParkBeyondBetaContest”.
2. To participate in the second challenge (the “**Second Challenge**”), between May 12th at 5pm CEST and May 15<sup>th</sup> at 3pm CEST, each participant shall follow the following steps:
  - a. Follow the Contest Twitter Account if you wish to participate on Twitter or follow the Contest Instagram Account if you wish to participate on Instagram.
  - b. Create in the video game Park Beyond a creation based on the following theme: “Create the most unique and Immersive Western scenery in the Sandbox mode”.
  - c. Take either a screenshot or a video of your creation and post it either on Twitter if you wish to participate on Twitter or on Instagram if you wish to participate on Instagram, with the hashtag “#ParkBeyondBetaContest”.
3. To participate in the third challenge (the “**Third Challenge**”), between May 15th at 5pm CEST and May 17<sup>th</sup> at 3pm CEST, each participant shall follow the following steps:
  - a. Follow the Contest Twitter Account if you wish to participate on Twitter or follow the Contest Instagram Account if you wish to participate on Instagram.
  - b. Create in the video game Park Beyond a creation based on the following theme: “Get the highest Total Profit for a single Kebab Shop in mission 2 until March 10th, Year1”.
  - c. Take either a screenshot or a video of your creation and post it either on Twitter if you

- wish to participate on Twitter or on Instagram if you wish to participate on Instagram, with the hashtag "#ParkBeyondBetaContest".
4. To participate in the fourth challenge (the "**Fourth Challenge**"), between May 17th at 5pm CEST and May 19<sup>th</sup> at 3pm CEST, each participant shall follow the following steps:
    - a. Follow the Contest Twitter Account if you wish to participate on Twitter or follow the Contest Instagram Account if you wish to participate on Instagram.
    - b. Create in the video game Park Beyond a creation based on the following theme: "Build the most impressive Park Screenshot in sandbox mode".
    - c. Take either a screenshot or a video of your creation and post it either on Twitter if you wish to participate on Twitter or on Instagram if you wish to participate on Instagram, with the hashtag "#ParkBeyondBetaContest".

The First Challenge, Second Challenge, Third Challenge and Fourth Challenge shall be collectively called the "**Challenges**".

Any application for participation in the Contest, 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) It can only submit one (1) entry per Challenge and the participant can only win once per Challenge;
- (ii) Entering with multiple accounts forms is prohibited and will disqualify the participant's entry;
- (iii) Its entry must respect the guidelines of Twitter and/or Instagram depending on which social media it decides to participate;
- (iv) It shall be the author of its content (screenshot or video) submitted under its name/nickname/pseudo indicated on the Twitter or Instagram account of the participant;
- (v) It shall make sure it has the right to use the content (screenshot or video) submitted;
- (vi) The content (screenshot or video) submitted must be done by the participant only;
- (vii) In any case, freedom of creation is left to the participant to create the content (screenshot or video) submitted, subject to the following conditions: the respect of the Challenge theme, the respect of Twitter's / Instagram's guidelines, the respect of the Park Beyond's guidelines and the respect of the General terms and conditions of the Park Beyond Beta Access.

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 content (screenshot or video) submitted ("the Submission") 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 to the right to reproduce all or any part of the Submission 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 Submission;

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 Submission 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 Submission ;
- (ii) the right to exploit all or any part of the Submission via any network and or any means of telecommunication or public exhibition for any purpose, including but not limited to the promotion and the advertising of the video game "Park Beyond" (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 Submission 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 Submission for internet and TV ("pay TV" and "free TV") commercials or any other advertising/promotion operation in relation to the video game "Park Beyond" 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 Submission, which include, but are not limited to the right to adapt the Submission on any format and/or for any system;
- (ii) The right to create, produce and exploit derivative work/product of the Submission.

- **Determination of the winner:**

The winners of each Challenge will be selected by a jury according to the following criteria:

- For the First Challenge: Respect of the theme; originality and creativity; impressiveness of the submission;
- For the Second Challenge: Respect of the theme; originality and creativity; immersiveness of the submission
- For the Third Challenge: Total Revenue of the Shop at the date set forth in the Third Challenge.
- For the Fourth Challenge: Respect of the theme; originality and creativity; impressiveness of the submission;

This selection will take place on:

- For the First Challenge: May 12<sup>th</sup>, 2023 after 3 PM CEST
- For the Second Challenge: May 15<sup>th</sup>, 2023 after 3 PM CEST
- For the Third Challenge: May 17<sup>th</sup>, 2023 after 3 PM CEST
- For the Fourth Challenge: May 19<sup>th</sup>, 2023 after 3 PM CEST

The winners will be announced by the Organizer on the date of the jury by a Twitter post on the Contest Twitter Account.

The winners will be personally notified by the Organizer within up to 2 (two) weeks from the date of the jury by a private message on the social media account used to participate (the "Notification").

In this Notification, the Organizer will request to the winners their first and last name, postal address, email address and phone number in order to send the prizes.

The winner shall reply to the Organizer within three (3) weeks following receipt of the Organizer's Notification and shall provide its name, postal address, email address and phone number in order to get its prize.

The winners will receive their Prizes by mail. The prizes will be sent by the Organizer within one (1) month following the receipt of the answer to the Notification.

Sending costs are the sole responsibility of the Organizer.

If within three (3) weeks (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 winner have not replied, then :

- (i) The Prizes 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 Prizes won.

In the case the Prizes arrives defective, the winners may refuse to recover it. It will then be automatically returned to the Organizer, which will send to the winners a prize of equivalent value, while stocks last (sending costs to be borne by the Organizer).

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

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The Rules and Regulations are available for consultation in their entirety on the following website:

<https://bnent.eu/PBCreativityContestRules>

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: **"PARK BEYOND –BETA CREATIVITY CONTEST"**

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 prizes will be mentioned on the Contest Website.

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 – PERSONAL DATA**

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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 Prizes;
- managing the delivery of the Prizes;
- 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 winners (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 amended Data Protection Act of 6 January 1978 and with EU Directive 2016/679 of 27 April 2016 (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.

**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.

Each participant has a right to lodge a complaint with its local supervisory authority.

**ARTICLE 12 – DISCLAIMER**

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This promotion is not managed or sponsored by Twitter 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 April 14<sup>th</sup>, 2023**