

**GENERAL RULES AND REGULATIONS OF THE "SCARLET NEXUS COSPLAY 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 487 663 320, having its registered office at 49/51 rue des Docks, CS 90618, 69258 Lyon Cedex 09, France (hereinafter referred to as the "Organizer"), organizes a contest entitled "**SCARLET NEXUS COSPLAY 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 a Facebook, a Instagram or a Twitter public account.

The Contest is limited to the private individuals residing in :

- Europe, except Italy;
- United States (50 States and the District Of Columbia, excluding residents of U.S. overseas and foreign territories and military installations
- Japan, South Korea, Taiwan, Hong Kong, Cambodia, Laos, Myanmar (Burma), Malaysia, Thailand, Vietnam, Brunei, East Timor, Indonesia, Philippines, Singapore

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 February 15th, 2021 at 00:00 (Central Europe Time) and ends on June 13th 2021, at 11:59 PM (Central Europe Time) (herein the "Contest Duration").

The Contest is made available on <http://scarlet-nexus.com/> (hereinafter the "Contest Website").

The Contest Duration is a total of a hundred and eighteen (118) calendar days.

- **Prizes to win :**

The number of winners is 3 (three) and the prizes offered by the Organizer are as follows (hereinafter the "Prizes") :

Winner order (rank)	Number of winners	Prizes	Quantity for each winner	Unit value
1	1	XBOX SERIES X	1	499,99€
		Scarlet Nexus Xbox Series X controller	1	100€
		Scarlet Nexus game (on the platform of the winner's choice)	1	69,99€
		Unique illustration of the chosen character	1	Not estimable
		Exclusive Scarlet Nexus jacket	1	120€
		Exclusive goodie bundle	1	100€
2	2	Scarlet Nexus Xbox Series X controller	1	100€
		Scarlet Nexus game (on the platform of the winner's choice)	1	69,99€
		Unique illustration of the chosen character	1	Not estimable
		Exclusive Scarlet Nexus jacket	1	120€
		Exclusive goodie bundle	1	100€

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.

The Prizes 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 :

- (1) Have at least one of the following:
 - a. a Twitter account or create a Twitter account if the participant doesn't already have one; membership on Twitter is free and registration for Twitter can be obtained by logging on to www.twitter.com and following the on-screen instructions to open an account;
 - b. a Facebook account or create a Facebook account if the participant doesn't already have one; membership on Facebook is free and registration for Facebook can be obtained by logging on to www.facebook.com and following the on-screen instructions to open an account;

- c. a Instagram account or create a Instagram account if the participant doesn't already have one ; membership on Instagram is free and registration for Instagram can be obtained by logging on to <https://www.instagram.com> and following the on-screen instructions to open an account ;

(2) Participate with a public account;

(3) Create a costume based on a character from the world of Scarlet Nexus (hereinafter, the "Creation"), following all the guidelines described on the Contest Website (<http://scarlet-nexus.com/>) (hereinafter, "the Guidelines");

(4) Post some photos of their Creation (hereinafter the "Photo(s)"), on their public account (Facebook, Twitter or Instagram), using the hashtag "#SNXCosplayContest", during the Contest Duration only. Any entry sent in other ways will not be accepted.

It is specified that the participant shall post, at least, two (2) Photos of themselves wearing the Creation (including a full body shot).

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 and the acceptance of the Guidelines.

Any incomplete application will not be treated by the Organizer.

The participants undertake and guarantee that:

- (i) They can only submit one (1) Creation and can only win once ;
- (ii) Entering with multiple accounts is prohibited and will disqualify the participant's entry ;
- (iii) Multiple entries in a single day will not be accepted ;
- (iv) The Creation has not been purchased ;
- (v) The Creation comply with all the provisions of the Guidelines ;
- (vi) Their entry respects the guidelines of Facebook, Instagram or Twitter depending on which social media they decide to participate;
- (vii) They shall make sure they have the right to use the content of their Creation ;
- (viii) They are the author of the Creation, submitted under the name/nickname displayed on the Facebook, Instagram and/or Twitter accounts ;
- (ix) The Creation is made by the participant only and not by a group ;
- (x) They must not impugn or denigrate the Bandai Namco Group, the video game entitled "Scarlet Nexus" or any Bandai Namco Entertainment product, trademark, project and/or activity;
- (xi) They must not impugn or denigrate any third party's image, trademark, name, etc ;
- (xii) The Creation and the Photos do not contain any element which are considered as contrary to the laws and regulations in force, to public order and morality, or associated with any controversy.

Any entry sent in other ways will not be accepted, during the Contest Duration only.

- **Determination of the winners :**

The winners will be selected by the Organizer's employees and a panel of professional cosplay artists.

They will choose the winners based on accuracy, creativity, quality and best overall look.

This selection will take place from June 14th, 2021, until June 25th, 2021.

- **Announcement of the three winners :**

The three (3) winners will be announced by the Organizer on the :

- on the official Scarlet Nexus Twitter channel (https://twitter.com/scarlet_nexus), and,
- on the official Scarlet Nexus Instagram channel (<https://www.instagram.com/scarletnexusofficial/>).
- on the BANDAI NAMCO Entertainment Europe Facebook channel (<https://www.facebook.com/BandaiNamcoEU/>).

- **Notification :**

The three (3) winners will be personally notified by the Organizer within up to 15 (fifteen) days after the end of the Contest, by a private message on their account - via Facebook, Twitter, or Instagram (depending on which social media platform they decided to participate on) (the "Notification").

In this Notification, the Organizer will request the winner's postal address, full name and phone number, in order to send the Prizes.

The winner shall reply to the Organizer within three (3) calendar days following receipt of the Organizer's Notification and shall provide their postal address, full name and phone number, in order to receive their Prizes.

If within three (3) 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 winner has not replied :

- (i) the Prizes will automatically become the property of the Organizer, no claim will be accepted ;
- (ii) the Organizer is then free to determine another winner, in accordance with this provision.

- **Vote**

Once the three (3) winners have been determined, a vote will take place to determine the rank of these winners.

For this vote, the Organizer will post one (1) Photo of each winner's Creation. It is specified that each winner will choose the Photo that they want the Organizer to post. Then, the Organizer will post these three (3) Photos:

- on the official Scarlet Nexus Twitter channel (https://twitter.com/scarlet_nexus),
- on the official Scarlet Nexus Instagram channel (<https://www.instagram.com/scarletnexusofficial/>),
- on the BANDAI NAMCO Entertainment Europe Facebook channel (<https://www.facebook.com/BandaiNamcoEU/>).

The votes from the visitors will be recorded from June 28th, 2021 until July 4th, 2021:

- on the official Scarlet Nexus Twitter channel (https://twitter.com/scarlet_nexus),
- on the official Scarlet Nexus Instagram channel (<https://www.instagram.com/scarletnexusofficial/>),
- on the BANDAI NAMCO Entertainment Europe Facebook channel (<https://www.facebook.com/BandaiNamcoEU/>).

To vote, a person needs to go on the aforementioned channels and "Like" their favorite Photo.

The person who has received the highest number of cumulated "Likes" on the three (3) channels, on his/her Photo (hereinafter "the First Winner") wins the Prizes corresponding to the rank 1 (one) of the schedule set out in Article 2.

The person who has received the second highest number of cumulated "Likes" on his/her Photo (hereinafter "the Winner of the rank 2") wins the Prizes corresponding to the rank 2 (two) of the schedule set out in Article 2.

The person who has received the third highest number of cumulated "Likes" on his/her Photo (hereinafter "the Winner of the rank 2") wins the Prizes corresponding to the rank 2 (two) of the schedule set out in Article 2.

- **Announcement of the First Winner :**

The First Winner will be announced by the Organizer on July 7th, 2021:

- on the official Scarlet Nexus Twitter channel (https://twitter.com/scarlet_nexus),
- on the official Scarlet Nexus Instagram channel (<https://www.instagram.com/scarletnexusofficial/>),
- on the BANDAI NAMCO Entertainment Europe Facebook channel (<https://www.facebook.com/BandaiNamcoEU/>).

Winners of the rank 2 will just receive a private message on their account, to inform them that they are both Winners of the rank 2.

- **Notification of the rank of the winners :**

The First Winner and the Winners of the rank 2 will be personally notified about their ranks (rank 1 or rank 2) by the Organizer within up to three (3) days after the announcement of the First Winner, by a private message on their account - via Facebook, Twitter, or Instagram (depending on which social media platform they decided to participate on) (the "Notification").

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The winners will then be deemed to have accepted their Prizes and will not be entitled to any reimbursement or any exchange of Prize.

Where necessary, the Organizer reserves the right to cancel the awarding of the Prizes won.

The winners will receive their Prize by mail sent by the Organizer within two (2) months following the above-mentioned notification.

Sending costs are the sole responsibility of the Organizer.

In the case the Prizes arrive defective, the winner may refuse to recover them. It will then be automatically returned to the Organizer, who will send the winner a prize of equivalent value, while stocks last (sending costs to be borne by the Organizer). The Organizer shall send the new Prizes within a reasonable period of time.

ARTICLE 3 – AUTHORIZATION OF IMAGE REPRODUCTION RIGHTS

By participating to this Contest, the winners grants the Organizer a royalty free, non-exclusive, worldwide right, for a duration of ten (10) years, to display their Photo(s) on which the Creation appears and on which the winner appears, on :

- the Contest Website ; <http://scarlet-nexus.com/> (hereinafter the "Contest Website"),
- the official Scarlet Nexus Twitter channel (https://twitter.com/scarlet_nexus),
- the official Scarlet Nexus Instagram channel (<https://www.instagram.com/scarletnexusofficial/>),
- the BANDAI NAMCO Entertainment Europe Facebook channel (<https://www.facebook.com/BandaiNamcoEU/>).

The winner represents and warrants that the Creation and the Photo(s) do not breach any laws, including but not limited to third party intellectual property rights, privacy and personality rights, and that no third party can hold any claims or any objection regarding the rights granted to the Organizer.

Participant will hold the Organizer harmless of any claims from third parties related hereto.

The Organizer reserves the right to delete any Photo posted on the aforementioned websites and channels, without notice neither obligation to justify its decision and without its liability being incurred because of this.

ARTICLE 4 – CONSULTATION OF THE RULES AND REGULATIONS

The Rules and Regulations are available for consultation in their entirety on the following website: <http://scarlet-nexus.com/> (Contest 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 Entertainment Europe S.A.S.
49/51 rue des Docks
69258 Lyon Cedex 09
France

Indicating the name of the Contest: **“SCARLET NEXUS COSPLAY 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 5 – CONNECTION AND PARTICIPATION FEES TO THE CONTEST

In consideration of the services currently available on the market that allow a completely free Internet connection, the Organizer notices that no disbursement is needed to participate to the Contest.

The Organizer does not reimburse any costs to the participants for their participation of the Contest.

ARTICLE 6 – 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 Rules and 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 commercial court of Lyon (France).

ARTICLE 7 – 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, on Twitter, Facebook or Instagram;
- 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;

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 8 – 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 prizes will be mentioned on the following website: <http://scarlet-nexus.com/> (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 9 – DATA PROTECTION ACT

The personal information provided by the participant during her/his participation in the Contest are strictly confidential.

Personal data collected from each participant are subject to the provisions of the Data Protection Act 2018 (the "Act") and the General Data Protection Regulation No. 2016/679 (hereinafter referred to as "the GDPR").

The Organizer, BNEE, acting as data controller, is processing personal data about the participants in relation to the Contest.

Purposes of the processing:

The purposes of the processing activities are the following:

- Management of participation in the Contest;
- Determination of winners;
- Information of winner(s) to announce their prize will be announced :
 - on the official Scarlet Nexus Twitter channel (https://twitter.com/scarlet_nexus),
 - on the official Scarlet Nexus Instagram channel (<https://www.instagram.com/scarletnexusofficial/>),

- on the BANDAI NAMCO Entertainment Europe Facebook channel (<https://www.facebook.com/BandaiNamcoEU/>);
- Management of prize allocation;
- Management of prize delivery;
- Use of participation for communication purposes as to create publications that will allow people to vote for their favourite candidate on social networks or to share their work in the form of one post per candidate on Scarlet Nexus pages ;
- Management of disputes or claims;
- Management of data subjects' requests (right of access, right to rectification, to erasure, to data portability, to restriction of processing, in particular under the conditions detailed below);
- Checking of the compliance of the participation and the application of these Rules and Regulations ;
- Defence of the legal rights and obligations of the Organizer and any legal action involving, initiated by or against the participant.

Basis for processing:

The processing activities of the Organizer are based on the following legal basis:

- They are necessary for the performance of a contract or in order to take steps prior to entering into a contract:
 - o Management of participation in the Contest;
 - o Determination of winners;
 - o Information of winner(s) to announce their prizes :
 - on the official Scarlet Nexus Twitter channel (https://twitter.com/scarlet_nexus),
 - on the official Scarlet Nexus Instagram channel (<https://www.instagram.com/scarletnexusofficial/>),
 - on the BANDAI NAMCO Entertainment Europe Facebook channel (<https://www.facebook.com/BandaiNamcoEU/>);
 - o Management of prizes allocation;
 - o Management of prize delivery;
 - o Use of participation for communication purposes as to create publications that will allow people to vote for their favourite candidate on social networks or to share their work in the form of one post per candidate on Scarlet Nexus pages;
 - o Management of disputes or claims;
- They are necessary for the compliance with a legal obligation:
 - o Management of data subjects' requests (right of access, right to rectification, to erasure, to data portability, to restriction of processing, in particular under the conditions detailed below).
- They are necessary for the purposes of the legitimate interests of the Organizer for the purposes of the expanding its activities, to make its products or services known, to control and secure the participations in the Contest, to ensure the management, reporting and statistics of its activity to evaluate the success of the Contest:
 - o Checking of the compliance of the participation and the application of these Rules and Regulations ;
- They are necessary for the legitimate interest of the Organizer in protecting its organization against any breach of a legal duty owed to the Organizer and in defending itself in the event of a dispute:
 - o Defence of legal rights and obligations of the Organizer and any legal action involving, initiated by or against the participant.

Categories of personal data processed:

It is expressly stated that the Organizer will only collect:

- As for the participants:

- (i) Participant identity: username used on the social media;
- (ii) Photos;
- (iii) the BIC and full name of the participant who wishes to make a request according to Section 4 herein.

As for the winners:

- (i) Winners Identity: the full name and surname; username used on the social media;
- (ii) Photos;
- (iii) Contact details (email address, postal address, phone number)
- (iv) the BIC and full name of the participant who wishes to make a request according to Section 4 herein.

Recipients of personal data:

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 personal data we collect, as well as any personal data collected later, are intended to the authorised personnel of the Organizer:

- « BNEE – Digital & Customer Experience team »

Data transfers outside the European Union:

Personal data of a participant will not be transferred outside the European Economic Area in the context of the Contest.

Retention period of personal data:

The Organizer will only retain participant's personal data for as long as reasonably necessary to fulfil the purposes for which the Organizer collected it for, including for the purposes of satisfying any legal, regulatory, tax, accounting or reporting requirements. The Organizer may retain participant's personal data for a longer period in the event of a complaint or if it reasonably believes there is a prospect of litigation or regulatory action in respect to any participant.

Participants' rights:

Under the conditions defined in the Act and the GDPR the participant has a right of access, a right to rectification, a right to erasure to his or her personal data and a right to restriction of processing and of data portability in relation to his or her personal data.

The participant has the right to object, on grounds relating to his or her particular situation, at any time to processing of his or her personal data based on the legitimate interests of the Organizer.

In this case, the Organizer shall no longer process personal data of the data subject concerned unless the Organizer demonstrates compelling legitimate grounds for the processing which override the interests, rights and freedoms of the data subject or for the establishment, exercise or defence of legal claims.

When the participant submits a request to exercise a right, he or she shall justify his or her identity by any means. Where the Organizer has doubts concerning the identity of the participant, the Organizer may request the provision of the provision of additional information necessary to confirm the identity of the participant, including a copy of an identity document signed by the data subject.

Such right can be exercised with the Organizer in writing to the address indicated in the preamble, or by sending an email to the following address: dpo@bandainamcoent.eu.

The participant also has the right to lodge a complaint with the French Data Protection Authority: CNIL, 3 Place de Fontenoy, 75007 Paris.

Please see our Privacy Notice for further information as to how we process personal information of our customers and their rights <https://en.bandainamcoent.eu/privacy-policy>.

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 – 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 12 – DISCLAIMER

This Contest is not managed or sponsored by Facebook, Instagram nor Twitter.