

GENERAL RULES OF PARTICIPATION
TO ACCESS THE CLOSED BETA TEST (CBT) VERSION OF THE VIDEO GAME “SYNDUALITY Echo of Ada ”
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 (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 **“SYNDUALITY Echo of Ada”** (the **“Video Game”**), free of charge and without obligation to purchase (hereinafter the **“Closed Beta Test”**).

ARTICLE 1 – PARTICIPATION

The Closed Beta Test is free of charge and without obligation to purchase and is opened to any person, aged at least 18 years old, willing to participate, subject to the fact that the participant shall create a “BANDAI NAMCO EUROPE” account on the following page : <https://login.bandainamcoent.eu/login> or 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”**): Germany, United Kingdom, France, Poland, Italy, India, Saudi Arabia, Spain, Pakistan, Australia, New Zealand, Turkey, The Netherlands, South Africa, Greece, Czech Republic, Ukraine, Sweden, Belgium, Israel, Hungary, United Arab Emirates, Portugal, Egypt, Denmark, Austria, Norway, Iraq, Switzerland, Finland, Kuwait, Mauritius, Kazakhstan, Jordan, Slovakia, Georgia, Ireland, Croatia, Romania, Algeria, Serbia, Bulgaria, Oman, Reunion, Latvia, Bahrain, Trinidad and Tobago, Nepal, Tunisia, Qatar, Lithuania, Brunei Darussalam, Madagascar, Uzbekistan, Morocco, Republic of Moldova, Cyprus, Bosnia-Herzegovina, Malta, Estonia, Former Yugoslav, Republic of Macedonia, Côte d'Ivoire, Libya, Armenia, Kenya, El Salvador, Kyrgyzstan, Mozambique, Slovenia, Azerbaijan, Bangladesh, Palestine, Martinique, Guadeloupe, Guam, New Caledonia, Angola, Luxembourg, Iceland, Nigeria, Albania, Montenegro, Botswana, Namibia, French Guiana, Fiji, Mayotte, Lebanon, French Polynesia, Senegal, Zambia, Zimbabwe, Ghana, Yemen, Afghanistan, Gabon, Tajikistan, Maldives, Northern Mariana Islands, Sri Lanka, Virgin Islands, U.S., Seychelles, Congo, The Democratic Republic of the Guyana, Faroe, Islands, Tanzania, Cameroon, Burkina Faso, Isle of Man, Andorra, Congo, Republic of the Greenland, Uganda, Mali, Jersey, Ethiopia, Cape Verde, Bhutan, Malawi, Micronesia, Federated States of Samoa, Somalia, Sint Maarten (Dutch part), Djibouti, Guernsey, Saint Martin (French part), Liechtenstein, Mauritania, Palau, Rwanda, Wallis and Futuna, Sao Tome.

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 participation.

ARTICLE 2 – CLOSED BETA TEST REGISTRATION - CONDUCT OF THE CLOSED BETA TEST- BETA ACCESS – CONDITIONS OF PARTICIPATION - DETERMINATION OF THE WINNERS

- **Closed Beta Test registration:**

The Closed Beta Test registration starts on **March 04TH, 2024 at 16:30 (PM) CEST** (Start date) and ends on **March 19TH, 2024 at 08:00 (AM) CEST** (End date) (the "Registration Period").

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

The dates of the Closed Beta Test are the followings: **From March 28TH, 2024 at 00:00 (AM) CEST to April 01ST, 2024 at 09:00 (AM) CEST** (herein, the Duration).

However, the participants accept that the Closed Beta Test is operated by a 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/synduality-echo-of-ada-closed-beta-test> (the "**Website**"), within the Territory only.

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

The total number of Winners is four thousand (**4 000**), corresponding to the number of codes offered by the Organizer according to the following details:

Code per platform in Territory	PS5	XSX/S	STEAM	Total
	2 000	500	1 500	4 000

It is specified that the participants must indicate the type of Code they would like to win, that is a "PS5" Code, a "XSX / S" Code, or "PC Steam" Code (while answering to the form mentioned in the article 3(i) of the section entitled "Conditions of participation in the Closed Beta Test"). This will determine the Group the Winner will be part of. Each participant can only be eligible to one Group.

Each Winner will win the following:

- One (1) code to play the beta version of the Video Game, in early access and prior to the Video Game official release date (the "**Beta Access**").

There is one (1) Beta Access per Winner. In order to avoid any confusion, it is specified that each Winner will win only one Code for one platform, that means either one code for PS5 platform, or one code for Xbox Series platform, or one code for PC Steam platform.

The Beta Access will allow the Winner to play the beta version of the Video Game within the following slots: **From March 28TH, 2024 at 00:00 (AM) CEST to April 01ST, 2024 at 09:00 (AM) CEST**, with a server Maintenance (Users can't play during this time) : **From March 29TH at 06:00 AM CEST to March 29TH at 10:00 AM CEST**

- **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

validate the participation – and for PS5 : mention and ask users to answer the country/region where they can access to PlayStation server (ii) give or not give consent to be contacted by email in order to give feedback through a survey, (iii) check the mandatory box "I consent to the treatment of my personal data for the purpose of my participation at the Closed Beta Test" and (iv) 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 or computer to the Internet.

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.

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 four thousand (4000) Beta Accesses, the second participant will win one (1) Beta Access out of the remaining Three thousand nine hundred and ninety-nine (3999) Beta Accesses and the four thousandth participant will win the final remaining seven thousandth six hundred Beta Access.

Each Winner will be personally notified by the Organizer by email From March 25TH, 2024 to March 26TH, 2024 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

The Rules are available for consultation in their entirety on the Website available at <https://bnent.eu/SYN-CBT-Rules>

A copy can be downloaded and printed directly by the participant or, upon written request, be obtained free of charge from the Organizer at the following address:

Bandai Namco Europe S.A.S.
15 rue Félix Mangini
CS 90618
69258 Lyon
Cedex 09
France

Indicating: **“SYNDUALITY Echo of Ada 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

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

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

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 the 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 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

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

The personal information provided by the participant during her/his participation in the Closed Beta Test 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 Closed Beta Test;
- the determination of the winners;
- informing the winner(s) to announce his/her code;
- managing the awarding and delivery of the code;
- managing the Closed Beta Test;
- 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, the Platform (ii) 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 Closed beta test, 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 Closed Beta test, the participant expressly agrees that its personal data are collected for the purpose of participating in the Closed Beta test.

The rights of participants:

In accordance with the "Data Protection Act 2018" as amended the 1st of January 2021 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 Organizer by writing to the address indicated in the preamble, or by sending an email to the following address: dpo@bandainamcoent.eu.

When the participant addresses a request to exercise their right, they must identify themselves by any available means. In case of doubt regarding their identity, the Organizer can request supplementary

information where deemed necessary, including a photocopy of an identity document carrying the signature of the person concerned.

The participant also has the ability to make a claim to the CNIL at the following address: 3 Place de Fontenoy – TSA 80715 – 75334 PARIS CEDEX 07.

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

ARTICLE 9 – 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 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

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.

Version updated on March 4th 2024