

**OFFICIAL RULES**  
**EUROPEAN TEKKEN CUP N°3**  
**Effective Date: September 12<sup>th</sup> , 2024**

**INTRODUCTION.** EUROPEAN TEKKEN CUP is a series of Tournament Events divided in Region (each referred collectively, the "*EUROPEAN TEKKEN CUP*" or the "Tournament") brought to Players by BANDAI NAMCO EUROPE S.A.S. ("*BNEU*"), a company formed in accordance with and by virtue of the laws of France, registered under number 320 623 317, and with its registered office at 15 rue Félix Mangini, CS 90618, 69258 Lyon Cedex 09, France, or any other company that may be assigned by BNEU, and acting hereunder both on its own behalf and on behalf of its affiliates/companies as BANDAI NAMCO ENTERTAINMENT FRANCE ("*BNEF*"), BANDAI NAMCO ENTERTAINMENT FRANCE Sede Secondaria ("*BNE IT*"), BANDAI NAMCO ENTERTAINMENT NORDIC ("*BNE Nordic*"), BANDAI NAMCO ENTERTAINMENT GERMANY GmbH ("*BNEG*"), BANDAI NAMCO ENTERTAINMENT IBERICA ("*BNE IBERICA*"), BANDAI NAMCO ENTERTAINMENT UK LTD ("*BNE UK*") , BANDAI NAMCO ENTERTAINMENT HELLAS E.P.E. ("*BNE HELLAS*") (hereinafter collectively referred as "*BNE*") and is subject to the present Official Rules (the "*Rules*").

**1. Definitions.**

Throughout these Rules, certain capitalized words and phrases have been given specific definitions, which can be identified wherever those words or phrases first appear in quotes. Accordingly, in addition to terms that are defined above or below this Section 1, the following terms are defined as follows:

**"BNEI"** means Bandai Namco Entertainment Inc., ., a company formed in accordance with and by virtue of the laws of Japan, and with its registered office at 5-37-8, Shiba, Minato-ku, Tokyo, 108-0014, Japan;

**"Champion"** means the winner of the EUROPEAN TEKKEN CUP Finals.

**"Deliverables"** means any Tournament images, photographs, audio/visual works, and recordings incorporating the Player's appearance, including without limitation the Player's name, avatar, logo, game play data, results, statistic, biographical information, gamertag or equivalent, username, image, likeness, voice, other personal characteristics and/or related Intellectual Property Rights.

**"Effective Date"** means the date set forth above.

**"Game"** means TEKKEN 8.

**"Match"** means a competition between two (2) Players.

**"Player(s)"** means each individual player who participates in the Tournament and is subject to the Eligibility Criteria.

**"Prize"** means each prize awarded to a Winner and Champion, according to the Prize Schedule.

**"Winner"** means each Player that is awarded a Prize, subject to verification of such Player's compliance with the Rules.

**"Rankings"** means the rankings available via the Ranking Website.

**"Ranking Website"** means the website (available at: <https://tekken-esports.bn-ent.net/> ) owned and operated by BNEI where Players can access Ranking information, register and participate in Tournament Events.

For a Player's, points to be counted and information to be displayed in the Rankings, a Player must: (i) register on the Ranking Website and consent to applicable terms and conditions; and (ii) have a valid account for any applicable Tournament Events platform supported by the Ranking Website.

Accordingly, each Player acknowledges and agrees that if Player does not complete the foregoing requirements, such Player's points will not be counted and such Player's Ranking information will not be displayed in the Rankings, which could result in Player's being ineligible to receive Prize.

*The Ranking Website may be incomplete or contain errors or inaccuracies that could cause the display of inaccurate or incomplete information, failures, corruption and/or loss of data or information. Players expressly acknowledge and agree that, to the extent permitted by applicable law, all use of the Ranking Website is at Players' sole risk and responsibility.* BNE IS PROVIDING THE RANKING WEBSITE "AS IS" BASIS AND WITHOUT ANY WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, ACCURACY, COMPLETENESS, PERFORMANCE, AND FITNESS FOR A PARTICULAR PURPOSE.

**"Region"** means each the following Region excluding any countries, states determined by BNE or as required by applicable law:

Region 1: France, Guadeloupe, Guyana, Martinique, Mayotte, Reunion Island, Saint Pierre and Miquelon, Saint-Martin, Clipperton, French Southern and Antarctic Territories, Scattered Islands, Saint-Barthélemy, French Polynesia, Wallis and Futuna, New Caledonia.

Region 2: Belgium, Netherlands, Luxembourg.

Region 3: Spain, Andorre and Portugal

Region 4: Italy and Malta

Region 5: Poland.

Region 6: United Kingdom, Ireland.

Region 7: Germany, Switzerland, Austria.

Region 8: Denmark, Finland, Iceland, Norway, Sweden.

Region 9: Greece

**"Country"** designates a country listed in the Region

**"Regional Leaderboards"** means the leaderboards specific to each Region, where Players are ranked based on their performance within their respective region.

**"Legal Resident"** means person whose permanent residence is in one of the Country and who resides in that Country for the entire duration of the Tournament.

**"Tournament Events"** means an individual event of the Tournament in Region.

**"Tournament Event Organizer"** means an independent third party organizer responsible for organizing, managing, and producing Tournament Events, including supplying and fulfilling prizes.

**"Tournament Group"** means, collectively: (i) BNEU; (ii) BNEU's respective affiliates, related companies, and authorized agents, including without limitation their parent, sister and subsidiary companies, retailers, franchisees, advertising and promotion agencies, sponsors and suppliers of material and services related to the EUROPEAN TEKKEN CUP (excluding Dojos), and any other corporation, partnership, sole proprietorship or other legal entity directly involved in the EUROPEAN TEKKEN CUP (excluding Dojos) and their respective officers directors, employees, agents, and other representatives. For the sake of clarity, any entity involved in organizing, managing, producing, promoting, or sponsoring a Dojos Event shall be excluded from Tournament Group.

**"Tournament Website"** means the official Tournament website, available at: [European TEKKEN Cup | Bandai Namco Europe \(bandainamcoent.eu\)](https://bandainamcoent.eu)

## **2. Acceptance of the Rules.**

When you participate in the EUROPEAN TEKKEN CUP and /or any Tournaments Events, you agree, without reservation, to all the following requirements of the regulations (hereinafter, the "Rules").

## **3. Amendment of the Rules.**

BNEU reserves the right to modify these Rules at any time and to inform the Players by any means of such modifications.

The Rules apply to any Player who participates in the Tournament.

BNEU reserves the right to interrupt, extend, shorten, modify or cancel the Tournament, at any time, by rights, without notice neither obligation to justify its decision.

In this case, the liability of the BNEU cannot be held in any manner whatsoever and the Player cannot claim any compensation whatsoever.

Additions and amendments can then be published for the duration of the competition and the Player cannot claim any compensation as such.

In case of modification of the dates, new dates will be mentioned on the Tournament Website.

Any modification of these Rules will come into force from their online publication and any Player will be deemed to have accepted them due to their participation in the Tournament from the date of the entry into force of the modification.

Any Player refusing the change(s) will have to stop participating in the Tournament.

## **4. Concept and Description of the EUROPEAN TEKKEN CUP**

### **a. EUROPEAN TEKKEN CUP structure.**

The Tournament will be divided into different Tournament Events in each Region, each with the opportunity to earn Points toward qualifying to compete in the EUROPEAN TEKKEN CUP Finals, as described below. A Player is only allowed to enter one Regional Leaderboard. Players must be a Legal Resident of a country in their selected Regional Leaderboard as defined in the Region definition.

### **b. Minor Players.**

Participation into Tournament is prohibited for Players under the age of eighteen (18) years old. The Tournament Group has the right to carry out any verification, as well as to disqualify any minor Player.

**c. Regional Leaderboard selection.**

Players must select one of the Region while registering on the Ranking Website. Points awarded at Major Events and Dojo Events will impact players Ranking on their respective regional leaderboard.

- d. **Major Events.** “*Major Events*” are prestigious offline open Tournament Events, designated as Major Events by BNEU. Large amounts of Points, as set forth below, will be available for Players to earn at each Major Event. Main or designation may be revoked if the tournament is unable to be held offline. Points at Major events are Region-free. Any player can register for any Major Event. Any eligible player registered on a Regional Leaderboard can earn points at a Major event.

- e. **Dojos.** “*Dojos*”, are independently operated open offline Tournament Events that have opted in to be recognized as part of one of the Region of the EUROPEAN TEKKEN CUP via an application process on the Ranking Website (as defined below), or other website designated by BNE. A Dojo cannot be recognized as part of the Tournament if it is not based in one of the Region.

Each Dojos depends on the Region location where the Dojo is organized. To be recognized as a Dojo, the Dojo must be located in one of the Region.

Dojos are required to use the Ranking Website (or other websites designated by BNE) to (i) list their Dojo; (ii) take registration; and (iii) setup and record the bracket. Dojos are required to comply with these Rules, including the Tournament format and ruleset set forth in Section 5. The Tournament Group is not involved in or responsible for Dojos and organizers of Dojos shall be solely responsible for organizing, operating, and reporting results from each Dojo. Dojos are not sponsored by, endorsed by administered by, or associated with the Tournament Group. By entering a Dojo, each Player hereby releases and agrees to hold the Tournament Group harmless from any liability arising out of such Player’s participation in the applicable Dojo. Any questions, comments, or complaints regarding a Dojo should be directed to the appropriate organizer of the applicable Dojo and not to the Tournament Group. BNE reserve the right in their sole discretion to disqualify Points earned by Players in any Dojo if BNE suspects any Dojo of incorrectly calculating points, engaging in or allowing outcome fixing, failing to comply with any provision of these Rules, or other facts and circumstances that cause BNE or the Tournament Organizer to question the integrity of the results of such Dojo. Varying amounts of Points will be available for Players to earn at Dojos, based on the number of registrants. The Dojo submission process is as follows:

After a Dojo is created by a Tournament Event Organizer’s using a tournament platform supported by the Ranking Website, Dojos will be submitted for review through the Ranking Website. The Tournament Event Organizer must submit the Dojo through the Ranking Website for all platforms, after which the BNE will decide if the Dojo eligibility criteria set forth herein have been met. Tournament Event Organizers are solely responsible for ensuring their Dojo meets the eligibility requirements set forth herein. BNE reserves the right to deny Dojo status at their sole discretion.

Dojos that meet the requirements set forth herein will be added to the selected Region by BNE. After the Dojo’s conclusion, Dojos will be reassessed based on archived stream footage before Points will be allocated based on the Point System set forth below. Dojos that are suspected of fraud, manipulation, attempt to mislead BNE, and or are otherwise in violation of these Rules (including Section 10), may face disciplinary action the sole discretion of BNE.

Points at Dojo Events are region-locked. Any player can register for any DOJO event; however, only eligible Players registered on the Regional Leaderboard corresponding to the DOJO Event's Region can earn points.

A Tournament Event Organizer is limited to hosting only one (1) Tournament Event within a ninety-six (96) hour time period. Additionally, it is prohibited for a Tournament Event Organizer to reuse a venue that hosted a Tournament Event for hosting additional Tournament Event within the same ninety-six (96) hour timeframe

- f. **Points System.** Points will be available at Major Events and Dojo as set forth in the chart below. Points earned for each Regional Leaderboard will help determine 2 Players qualified to compete in the EUROPEAN TEKKEN CUP Finals. If two (2) or more Players in Rankings have the same number of points, the tiebreaker will be resolved in favor of a single Player by applying the following tiebreaking mechanisms, in order of application: (i) top one (1) placing at Major Events; (ii) highest point total from an individual Dojo (iii) highest total points earned from all participated Dojos; or (iv) an custom and equal tie-breaker solution determined by BNE.

g. **Ranking points**

Placement	Major Event	Dojo +96	Dojo +64	Dojo +48	Dojo +32	Dojo +24	Dojo +16
1st	550	220	180	120	80	60	40
2nd	350	180	120	80	60	40	20
3rd	220	120	80	60	40	20	10
4th	180	80	60	40	20	10	5
5th	120	60	40	20	10	5	-
7th	80	40	20	10	5	-	-
9th	60	20	10	5	-	-	-
13th	40	10	5	-	-	-	-
17th	20	5	-	-	-	-	-
25th	10	-	-	-	-	-	-
33th	5	-	-	-	-	-	-

- h. **Rankings.** Players will be ranked on their performance in their two (2) best performances in a Major Event and the best four (4) performances from Dojos. A Player is allowed to enter any number of Major Events and Dojos. The TOP 2 ranked Player of each Region will qualify for the EUROPEAN TEKKEN CUP finals. Players must be Legal Resident may be asked to provide documentation (e.g., valid government issued ID, utility bill, etc.). Such documentation shall only be used for verification purposes.
- i. **LAST CHANCE QUALIFIER.** An Last Chance Qualifier ("LCQ") will be conducted before the finals at a date disclosed later. The LCQ shall be conducted using the same format and rules as the main tournament. The LCQ is open to all participants who have not yet qualified for the finals of the tournament through other means. The top 2 players from the LCQ shall qualify for the finals of the tournament. The tournament organizers reserve the right to make changes to the LCQ format, rules, or schedule if necessary.

- j. **EUROPEAN TEKKEN CUP Finals.** “*EUROPEAN TEKKEN CUP Finals*” is the final event in which 18 (eighteen) players or the top 2 (two) of each Regional Leaderboard with the most Points will compete to determine the EUROPEAN TEKKEN CUP Champion.
- k. **Tournament Event responsibility.** BNE is not involved in or responsible for the operation of any individual Major Event, or Dojo. In each case, the Tournament Event Organizer of such event shall be solely responsible for organizing, operating, and reporting results from its event. By entering a Major Event, or Dojo, each Player hereby releases and agrees to hold BNEU harmless from any liability arising out of such Player’s participation in such Tournament Event. Any questions, comments, or complaints regarding any such Tournament Event should be directed to its Tournament Event Organizer and not to BNE. BNE and the Tournament Organizer reserve the right in their sole discretion to disqualify Points earned by Players in any Tournament Event if BNE suspects any such Tournament Event of incorrectly calculating points, engaging in or allowing outcome fixing, or other facts and circumstances that cause BNE to question the integrity of the results of such Tournament Event.
- The Tournament Event Organizer reserves the right to establish its own eligibility criteria for participation in his tournament, which may differ from the eligibility criteria set forth by the EUROPEAN TEKKEN CUP. As such, an individual may participate in the Tournament Event but not meet the eligibility requirements for the EUROPEAN TEKKEN CUP. In such cases, the individual will be ineligible to participate in the EUROPEAN TEKKEN CUP.

## 5. Tournament Event format & Rules

- a. **Rules Set.** The rules set out in this section apply to all Matches within the different Tournament Event. In the event of any inconsistency between the provisions outlined in the Rules and those outlined for one of the Tournament Event of the *EUROPEAN TEKKEN CUP*, those of the Rules shall prevail.
- b. **Double Elimination.** Each Tournament Event will be played as a double elimination (a “*Double Elimination*”) bracket competition, in which Players compete in Matches (the “*Match Sets*”) starting from what is known as the winner’s side of the bracket (the “*Winner’s Bracket*”). If a Player loses a Match Set while in the Winner’s Bracket, that Player will be moved to the loser’s side of the bracket (the “*Loser’s Bracket*”). If a Player loses a Match Set while in the Loser’s Bracket, that Player is eliminated and will no longer advance further in the bracket for that Tournament Event. The winner of the Winner’s Bracket will play against the winner of the Losers Bracket in the Grand Finals of the Tournament Event, as set forth below.
- c. **Match Play.** All Match Sets will be best-of-three, in which the Player who wins two (2) Matches first wins the Match Set, with the exception that the Winner’s Bracket finals, Losers Bracket finals, and Grand Finals of each Tournament Event bracket will be best-of-five, in which the Player who wins three (3) Matches first wins the Match Set.
- The winner of any single Match is determined when the Game awards the win to that Player or upon the opponent causing a match disruption or other violation of the Rules as determined by the Tournament Organizer staff member.
- During a Match Set, the winner of any single Match must comply with the following winner lock rules:
- d. **At the start of a Match Set:** Players select their sides. Players may mutually agree on who sits on left and right side, corresponding to Player 1 and Player 2, respectively, at the start of a Match. Players are committed to this selection for the entirety of the Match. If Players cannot agree to a Side Selection, they will play a Best-of-Three Rock-Paper-Scissors to determine who

picks their side for the first Round. For all subsequent Rounds and Matches, the winner may select a side first.

Each Player selects their character and the stage is selected at random;

After any single Match, the winner is "locked" into their character and they are not permitted to switch their character until or unless they lose a subsequent single Match;

- e. **All single Matches are loser's choice; and** The loser of any single Set may choose between returning to stage select and choosing a new randomly selected stage or returning to character select to choose a new character and a new randomly selected stage.

f. **All Matches must use the following in-Game Settings:**

Rounds: 3 out of 5

Time Limit: 60 seconds

Stage: Random (Required for first game of Match)

Character Customizations: Off

Character Preset Costumes are legal for Tournament use with the exception of the following:

- Players cannot use the same Preset. Should both Players wish to use the same Preset, they will play a tiebreaker as determined by the Tournament Organizer or Tournament Event Organizer (as applicable) to determine who may use their preferred Preset Costume for the duration of the Match.

Players must use a Game version on one of the following platforms as determined by the Tournament Organizer or as otherwise set forth herein: PlayStation 5, Xbox Series X|S, or Steam.

- g. **Player Options.** Prior to commencement of a Match Set, Players may exercise the following options:

- **Blind Pick.** Players may request a method of character selection known as blind pick ("**Blind Pick**") to keep their character selection secret until the first Match begins. In the Blind Pick process, the Players will each tell a Tournament Organizer staff member, in secret, their character selection for the first Match. Players will then select their character with the Tournament Organizer staff member validating their selections. If a Player purposely does not select the character they told the Tournament Organizer staff member, that Player will forfeit that single Match.
- **Draws.** In the event of a tied Match declared by a double K.O. or timeout on the Game screen, the Match will not be scored and both Players will replay the tied Match with the same character selections.
- **Grand Finals.** The "**Grand Finals**" is a Match Set series comprised of up to two (2) best-of-five Match Sets between the final two (2) Players left in a Tournament Event. In the event the Player from the Winner's Bracket wins the first Match Set, the Grand Finals immediately ends, giving the Player from the Loser's Bracket their second and eliminating loss, and making the Player from the Winner's Bracket the overall winner of the Tournament Event. In the event that the Player from the Loser's Bracket wins the first Match Set, thereby giving the Player from the Winner's Bracket their first loss, a second best-of-five Match Set will be played. The Players may choose different characters and exercise any pre-Match Set options for this new Match Set. The Player that wins this final Match Set, thereby giving the other Player their second and eliminating loss from the Tournament Event, is declared the winner of such Tournament Event. For the sake of clarity, the foregoing shall not apply to Global Finals, the details of which are specified in Section 3.

- **Missing Players.** Players must be present at the call time for a Match Set. Players that are not present and ready to play within ten (10) minutes of this call time are subject to Match Set forfeiture.
- **Match Disruptions.** If a Player intentionally or accidentally causes a pause in a Match, whether by pressing the Options button or a controller disconnection, the Player that caused the pause will forfeit the current round of the Match. If a Match disruption occurs that is out of control of the Players of the Match Set, such as action of another Player's un-desynced controller or a Game software crash or console hardware failure making Players unable to continue a Match, the Tournament Organizer staff member shall order the Players to restart the Match.
- **Coaching.** Players may designate one (1) individual to be their coach during a Match Set. Players may consult with the coach for a maximum of one (1) minute in between Matches in a Match Set. Coaching while a Match is in play is not allowed and is subject to Match forfeiture.



- **Button Binds.** Sequence mapping is banned. A Player may not program functions on a controller using methods outside the basic functions of the Game, including, but not limited to, programmable and turbo controllers.
- h. **Bugs and glitches :** Players are not allowed to exploit known bugs and/or glitches. If the Tournament Event Organizer or BNE determines that a Player used a bug or glitch that resulted in an unfair advantage, the Tournament Event Organizer or BNE may decide either to return to the Game state before the use of the glitch or impose a disciplinary sanction against the Player if such use is voluntary. The Tournament Event Organizer and BNEU are the sole authority to determine the voluntary nature of the use of glitch.
  - i. **Equipment :** Players will have to check the correct functioning and configuration of their buttons before the start of a Match. Once the match has started, Players will be unable to modify the configuration of their buttons.
  - j. **Pauses and Disconnections :** Any disconnections initiated by a Player will result in the loss of the current round, except if the disconnection is due to a problem with the Game. If the disconnection is due to a problem within the Game, the current round will have to be played once more.  
Only the Organizer has the authority to determine whether the pause has been caused by a Game related problem.

## 6. EUROPEAN TEKKEN CUP Finals format & rules

EUROPEAN TEKKEN CUP Finals format and rules will be announced at a later date.

## 7. EUROPEAN TEKKEN CUP schedule.

The **EUROPEAN TEKKEN CUP** will commence in October 2024 and end in February 2025 according to the schedule set forth below, dates subject to change ("**EUROPEAN TEKKEN CUP schedule**").

### EUROPEAN TEKKEN CUP schedule :

- The Dojos season will start on October 7th, 2024 until January 6, 2025.
- Major Event : From the 7th of October 2024 until 18th of January 2025
- LCQ : February 21<sup>st</sup> 2025

**EUROPEAN TEKKEN CUP Finals :** February 22<sup>nd</sup> 2025 – February 23<sup>rd</sup> 2025

## 8. Eligibility Requirements

The EUROPEAN TEKKEN Cup is only open to Players who, from the time of entry, until all Prizes have been awarded: (a) are of the age eighteen (18) years old on the date of Player registration (b) are Legal Resident of one of the countries specified in the Region; (c) possess a valid form of state or federal government-issued identification; (d) are not subject to applicable sanctions prohibitions, including, without limitation, and Blocked Persons List; (e) are not officers, directors, employees, agents, or representatives of BNE or its respective parents, affiliated or related companies, agencies, suppliers of the materials or services related to this Tournament, or members of any immediate families (defined as parents, siblings, children and spouses, regardless of where they live) or households (whether or not related) of such officers, directors, employees, agents, or representatives; and (f) are and remain in compliance with these Rules, including the Code of Conduct, and any applicable terms and conditions related to the Game, including the Game's end user license agreement ("EULA") (collectively, the "Eligibility Criteria"). If an individual who does not meet the Eligibility Criteria becomes a winner, such Player participation will be void and the Player will be deemed ineligible. All

applicable federal, state, and local laws and regulations apply. Void where prohibited, restricted, or where conducting the Tournament would subject BNE to any tax, duty, tariff, or other fee mandated by local law.

## **9. How to enter and entry conditions**

Players that meet the Eligibility Criteria can join the EUROPEAN TEKKEN CUP by registering to enter a Tournament Event by such means of registration as specified for such Tournament Event. As between BNE and the Player, BNE retains all right, title, and interest in any materials or content submitted or provided by a Player, to the extent permitted by applicable law. Players can find more information regarding the Tournament by visiting the Tournament Website

By registering or otherwise participating in the Tournament, each Player confirms that such Player meets the Eligibility Criteria and has read, understands, and agrees to abide by these Rules, including the Code of Conduct, and all other applicable terms and conditions described or referenced herein.

Any Internet access required to register must be obtained by each Player, at no cost to the Tournament Group.

In connection with the EUROPEAN TEKKEN CUP, each Player represents and warrants that such Player: (i) will not infringe, violate, or misappropriate the rights of any third party, including any copyrights, trademarks, trade secrets, industrial design rights, design and utility patents, rights to likeness, publicity, or privacy, and other similar intellectual property rights, as may be recognized in any territory throughout the World, whether registered or unregistered (collectively, "Intellectual Property Rights"); (ii) will submit such photographs, videos, audio clips, or other recordings of the Player as may be requested by the Tournament Group, will license such content or materials to BNE and its nominees for any use related to advertising and marketing the EUROPEAN TEKKEN CUP, and will take care that any such content or materials will be free from all liens, charges, encumbrances, restrictions, licenses, equities, and claims of any third party; and (iii) shall not submit any content or material that:

(a) promotes or contains libelous or defamatory materials, false or deceptive materials, hate speech, pornography or sexually explicit materials, obscene language, violence, the use of firearms, prescription drugs, alcohol or tobacco, or discrimination against a protected group (whether based on race, color, sex, religion, nationality, disability, sexual orientation, age, or similar category); (b) is associated with any illegal activity (including gambling, trafficking, or the use of illegal substances); (c) violates any Intellectual Property Rights of any third party, is invasive of another's privacy, or is threatening, abusive or harassing; (d) contains, links to, uses, or otherwise transmits or enables the transmission of any malware, viruses, worms, Trojan horses, adware, spyware, or other harmful code or programs for any purpose, including search hijacking or browser URL hijacking to drive traffic to any website, uses a "BotNet" or other automated or manual means of generating fraudulent traffic, clicks, impressions, or other actions on any website; or (e) promotes, facilitates, or enables the illegal downloading of videos, music, or other copyrighted material, (e.g., P2P/BitTorrent/MP3 tracking and indexing apps, "linking" or "leeching" apps, ROMs, "warez," emulators, hacks, "phreaks," "cracks," or ripping software for illegally circumventing DRM or other copy protection devices.

All Player participation is subject to verification. The Tournament Group reserves the right to disqualify any Player that the Tournament Group reasonably believes or suspects provided forged, altered, or false information, or that has otherwise failed to comply with these Rules.

Employees, affiliates or partners of the Tournament Group, of their subsidiaries, their subcontractors or their 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 competition, are ineligible to participate in the competition.

## 10. Prizes.

Prizes will be awarded as set forth in the below chart. The cash Prizes below are minimum amounts. Payout structures for such Tournament Events will be determined by the respective Tournament Event Organizer. Prize payments will be made in Euro, in accordance with industry standard payout methods, and the Prize Restrictions set forth in Section 9.

EUROPEAN TEKKEN CUP	Prize TOTAL
Major Event	3,000 €
Finals	32,000 €

### Payout Structure

Major Event:

1st	1 500 €
2nd	625 €
3rd	375 €
4th	200 €
5th (tie)	100 €
7th (tie)	50 €

EUROPEAN TEKKEN Cup Finals:

1st	12 000 €
2nd	6 500 €
3rd	4 000 €
4th	2 000 €
5th (tie)	1 150 €
7th (tie)	800 €
9th (tie)	500 €
13th (tie)	200 €

Tournament Event Organizer may award prizes in addition to the Prizes set forth here in its sole discretion (the “**Additional Prizes**”) in accordance with rules established by such Tournament Event Organizer and not by BNE. Each Player acknowledges and agrees that the Additional Prizes are awarded solely by the Tournament Event Organizers and hereby release and hold BNE harmless from all costs, injuries, losses or damages of any kind, including, without limitation, death and bodily injury, directly or indirectly, in connection with Player’s receipt, use or misuse of any Additional Prize.

**Prize restrictions.** In order to receive a Prize identified in the above-referenced notification, each Prize Winner must: (i) execute, scan and email to the Tournament Organizer, a written affidavit or declaration of eligibility, confirming such Prize Winner's fulfillment of the Eligibility Criteria and compliance with the Rules (the "Affidavit"), within twenty-four (24) hours of sending such Prize Winner such Affidavit; (ii) execute, scan and email to the Tournament Organizer a written release, releasing the Tournament Group from any liability in connection with this EUROPEAN TEKKEN CUP, the acceptance, possession, enjoyment, use or misuse of a Prize, or the public disclosure of such Prize Winner's identity in connection therewith (the "General Release") within twenty-four (24) hours of sending such Prize Winner such General Release; (iii) in the case of hotel or travel accommodations, complete and return a travel release form, releasing the Tournament Group from any liability, or any harm or injury caused or incurred in connection therewith (the "Travel Release"); and (iv) all tax documentation required by the law of such Prize Winner's jurisdiction ("Tax Documentation").

A Prize Winner's Prize may be forfeited if: (i) Prize Winner fails to respond to the Tournament Organizer within twenty-four (24) hours of the attempted notification described, above; (ii) Prize Winner fails to provide proof of fulfillment of the Eligibility Criteria (if requested) in a timely manner; (iii) Prize Winner fails to provide a completed Affidavit General Release, Travel Release, or Tax Documentation as described above; (iv) Prize Winner violates or otherwise fails to comply with the Rules; or (v) Prize Winner expressly declines a Prize. In the event a Prize Winner's Prize is forfeited, the Tournament Group shall have no further obligation to that Prize Winner and, at Tournament Group's sole discretion, such Prize may be awarded to another Player, within the Tournament Group's discretion (time-permitting).

Proof of entry submission does not constitute proof of receipt. Decisions of the Tournament Group will be final and binding on all matters pertaining to the EUROPEAN TEKKEN CUP. The EUROPEAN TEKKEN CUP is subject to all applicable federal, state, and local laws, of all applicable jurisdictions. The Tournament Group reserves the right to correct any typographical, printing, computer programming or operator errors. Should a Prize Winner make any false statement(s) in any document referenced above, such Prize Winner will be required to promptly return to the Tournament Group their Prize. The Tournament Group reserves the right at its sole discretion to disqualify any Player who tampers or attempts to tamper with the registration process, the operation of the EUROPEAN TEKKEN CUP, Tournament Website, or violates the Rules or any other applicable terms or conditions, including the EULA. In the event of a dispute as to the identity of the individual who registered, the authorized account holder (i.e., the natural person who is assigned to an email address by an Internet access provider, on-line service provider, or other organization (e.g., business, educational institution, etc.) responsible for assigning email addresses for the domain associated with the email address in a disputed registration) of the email account referenced in such submission will be deemed to be the individual who registered. Prizes will be delivered only to Prize Winners that fulfill all applicable conditions set forth in this Section. Prizes must be accepted as awarded and may not be substituted, transferred, or redeemed for cash or otherwise. Notwithstanding the foregoing, the Tournament Group reserves the right to substitute Prizes for a prize of equal or greater monetary value, in cash or otherwise, at its sole discretion, if a Prize, or any component of any Prize, cannot be awarded for any reason. The Tournament Group will not replace any lost or stolen Prizes.

Except as expressly provided herein, all taxes, costs, and expenses incurred in connection with the EUROPEAN TEKKEN CUP or Prizes shall be paid and borne solely by Prize Winner, as applicable, including without limitation all applicable taxes, costs of transportation to and from the airport of origin, alcoholic beverages, gratuities, insurance, laundry service, merchandise, room service, service charges, activities, souvenirs, and phone and internet charges. Air transportation is subject to all terms, conditions, policies, rules and regulations applicable to other commercial airline passengers on flights within the Territory. Hotel accommodations are subject to all terms, conditions and policies applicable to all other guests at the hotel selected by the Tournament Group. Any violation by a Prize Winner of the foregoing terms, conditions, policies, rules and regulations constitutes a violation by such Prize Winner of these Rules. BNE may award prizes in addition to the Prizes set forth in Section

5.3 in their sole discretion (the "Additional Prizes") in accordance with rules established by the applicable Tournament Group. Each Player acknowledges and agrees that the Additional Prizes are awarded solely by BNE and hereby release and hold the Tournament Group harmless from all costs, injuries, losses or damages of any kind, including, without limitation, death and bodily injury, directly or indirectly, in connection with Player's receipt, use or misuse of any Additional Prize.

#### **11. code of conduct**

By accepting the Rules, Players agree to comply strictly with the code of conduct. This Code of Conduct was created to help ensure a safe, friendly, and inviting experience for all players. This Code of Conduct applies to all online and in-person events, and applies when participants or attendees participate in or communicate about these events.

The organizers encourage all Players to adopt a fair-play attitude and to behave in an honest and respectful manner towards other Players. By participating in the competition, you must comply with the applicable laws and regulations of the country in which you reside but also respect additional rules of conduct that govern your participation in the competition. The purpose of these rules of conduct is to establish a non-exhaustive list of prohibited behavior as well as dishonest practices, which may provide an unfair, unnatural and unpredictable advantage. The Tournament Group reserves the right to modify these rules of conduct at any time and to take any appropriate disciplinary action in the event of non-compliance with the code of conduct, whether or not the behavior is listed below. The following prohibited behaviors may result in a sanction:

- Cheating, colluding with other players, hacking, using exploits, or any other behavior aimed at obtaining an unfair advantage or disrupting the operation of the event.
- Refuse to follow the instructions of the Tournament Licensee;
- Arriving late when called to a Tournament events;
- Choosing a username or disseminating content indicating a false affiliation to the Tournament Licensee that is vulgar, obscene, offensive, illegal or infringing on the rights of a third party;
- Harass, stalk, threaten, intimidate or engage in any harmful behavior towards other Players or the Tournament Licensee;
- Communicate any content that could be considered offensive, including illegal, offensive, insulting, abusive, threatening, vulgar, obscene, sexual, racist, defamatory,
- Communicate any content based on race, political or religious opinions, sexual orientation and more generally any content that is unethical, unsportsmanlike, or reprehensible by law or applicable regulations;
- Publish commercial advertising or promotional content or content that damages the reputation or image of the Tournament Licensee ;
- Create several "PlayerTag" accounts;
- Register for the EUROPEAN TEKKEN CUP via a third person account to play one or more Matches on behalf of the account owner;
- Create a false identity or impersonate a third person;
- Publish other players' personal information (such as their first name, last name, address, phone number, etc.) on a publicly accessible space, whether on social networks, on a website or any other medium, or on Discord;
- Using or knowingly exploiting a bug in the Game to gain an unfair advantage, whether or not it is defined in the Rules;
- Fraudulently accessing or remaining in all or part of the automated data processing systems;
- Using third party cheating software that modifies the Game's functionalities, rules, data or graphics rendering;
- Falsify or interfere with the proper functioning of any automated data processing system, whether it be the Game or the services;

- Transmit or facilitate the transmission of computer viruses, corrupted data or any other method designed to hinder the operation of an automated data system;
- Not notifying the Tournament Licensee of the existence of a bug or loophole that could give an unfair advantage during a Match;
- Publish any content that contains, links to, uses, or otherwise transmits or enables the transmission of any malware, viruses, worms, Trojan horses, adware, spyware or other harmful code or programs for any purpose, including search hijacking or browser URL hijacking to drive traffic to any website, uses a "BotNet" or other automated or manual means of generating fraudulent traffic, clicks, impressions, or other actions on any website ;
- Publish any content that promotes, facilitates, or enables the illegal downloading of videos, music, or other copyrighted material (e.g., P2P/BitTorrent/MP3 tracking and indexing apps, "linking" or "leeching" apps, ROMs, "warez", emulators, hacks, "phreaks", "cracks", or ripping software for illegally circumventing DRM or other copy protection devices.
- Failing to exert their best efforts to win a Match;
- Intentionally disconnecting or quitting during play, except as otherwise requested by the Tournament Licensee;
- Betting or setting up an illegal betting system on the competition;
- Manipulating the ranking of Regional Leaderboards.
- Violating the Game's EULA.
- Cheating, colluding with other players, hacking, using exploits, or any other behavior aimed at obtaining an unfair advantage or disrupting the operation of the event.
- Impersonating any person or entity, including any event officials, forum leaders, guides, hosts, employees, or agents, or falsely stating or otherwise misrepresenting your affiliation with a person or entity.
- Harassing, threatening, embarrassing, bullying, intimidating, excessively shouting, using vulgar language, "spamming," or engaging in hate speech or making statements about race, ethnicity, gender identity, heritage, sexual orientation, religion, or disability, or using offensive or defamatory usernames or personas.
- Transmitting or facilitating distribution of content that is offensive, harmful, abusive, racially or ethnically offensive, vulgar, sexually explicit, defamatory, invasive of personal privacy, infringes on intellectual property rights or publicity rights, or is objectionable; including wearing or using any apparel, accessories, or equipment that violates the foregoing.
- Inappropriate or unwanted behavior towards other players or participants, including sexual advances, comments, photography, or physical contact.
- Violence, threats of violence, or any activity that is immoral, unethical, disgraceful, or contrary to common standards of decency.
- Engaging in conduct determined by the event or tournament Licensee which may reflect unfavorably on the event or tournament Licensee or its partners.
- Promote or advertise third party content without our express written approval.
- Intentionally disconnecting or quitting during play, except as otherwise requested by an event or tournament Licensee.
- Doing anything that interferes with the ability of other users to enjoy playing the game, participating in the event or tournament, or that materially increases the expense or difficulty of the event Licensees in maintaining the game, event, or tournament, for the enjoyment of all its users. This includes impeding or disrupting the normal flow of the event or tournament by failing to obey any rules of event venues or instructions from event staff.
- Promoting or encouraging any illegal activity, including hacking.
- Possessing any firearms or weapons.
- Using, possessing, distributing, or selling any illegal or controlled substance at a Tournament. Players may not be under the influence of drugs or alcohol while participating in a Tournament. Players with prescribed medication may use such medication as instructed by a medical professional

- Gambling or betting on a match, including on its outcome, and gambling or betting of any kind in the event or tournament venue.
- Violating any applicable laws, rules, or regulations.
- Violating any other terms or policy communicated by the event Licensee or its partners from time to time, including any applicable end user license agreements.
- Engaging in any other behavior deemed by the event or Tournament Licensee or event staff to be inappropriate or otherwise tampers with gameplay.

The Tournament Organizer reserves the right to take any appropriate disciplinary action in the event of non-compliance with the rules of conduct, whether it concerns behavior listed above or behavior that disrupts or is likely to disrupt the proper conduct of the Game.

You may report any behavior or harmful content to the Tournament Organizer by contacting the Tournament Organizer at the following address: [esports@bandainamco.eu](mailto:esports@bandainamco.eu)

In case of violation of these terms and conditions or of the Rules of the competition in which you are participating, the Tournament Organizer reserves the right to impose sanctions according to the seriousness of the breach. The following is a non-exhaustive list of the sanctions that may be imposed by the Tournament Organizer. These sanctions depend on the good faith of the Player and the seriousness of the infraction:

- Warning
- Loss of a round
- Loss of a match
- Disqualification
- forfeiture of potential Prizes

Depending on the degree, seriousness and possible repetition of the established violation, the Tournament Group may decide to apply additional sanctions such as banning the Player from this competition and the EUROPEAN TEKKEN CUP, and from future EUROPEAN TEKKEN CUP or competitions.

Notwithstanding the foregoing, the Tournament Organizer reserves the right to prosecute any Player, depending on the nature and seriousness of the damages.

Disqualification for legitimate reasons, as stated above, will result in the full and complete cancellation of the Player's performance in the EUROPEAN TEKKEN CUP. In case of disqualification, the rankings are updated by taking into account that the disqualified Player has lost all of his/her Matches. The Tournament Organizer may, at its sole discretion, ask Players to replay Matches to break any ties caused by the disqualification.

## **12. Limitation of Liability**

The participation in the competition 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 Tournament Group shall in no circumstances be held liable, without this list being restrictive:

- For the content of services available on the EUROPEAN TEKKEN CUP website;
- For the partial or permanent interruption of the services available on the EUROPEAN TEKKEN CUP 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 Competition;
- 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;
- For the consequences of any virus, computer bug, anomaly or technical failure;
- For any damage caused to the computer, console platforms, mobile device of a Player;
- For any technical, hardware or software failure of any nature that has prevented or limited the opportunity to participate in the Competition or has corrupted the system of a Player.
- For any claims based on personal or privacy rights, intellectual property rights, defamation or prize delivery
- For the acceptance, possession, use or misuse of any prize or supplied equipment.

It is the responsibility of each user to take all the necessary precautions to protect their data from potential attacks on their computer system.

It is clear that neither the Tournament Group shall not be liable for any direct or indirect damage resulting from an interruption, malfunction of any kind, suspension, modification or termination of the competition, and this for any reason whatsoever. It belongs to the Player 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 Player at the competition is done at its own risk.

The liability of the Tournament Group shall not incur, in general, in case of force majeure or unforeseeable circumstances beyond its control.

Players recognize that they are fully responsible for their own behavior throughout the competition and the Tournament Group shall not be liable for any direct or indirect damage resulting from any misconduct by a Player. Players are warned of the risks inherent to the intensive practice of video games and, as such, the Tournament Group declines all responsibility in the event of direct or indirect observed damage resulting from such practice.

### **13. Personal Data**

13.1 All personal information Players provide when subscribing on the EUROPEAN TEKKEN CUP via the website: <https://tekken-esports.bn-ent.net/> are collected, used and managed by BNEI only. Any information submitted or collected by BNEI may be subject to BNEI applicable privacy policy, and BNEU is not responsible for examining or evaluating and expressly disclaims all representations and warranties regarding the accuracy, completeness, timeliness, validity, legality, decency, quality, or any other aspect of such policies, or the privacy practices of BNEI.

The applicable privacy policy posted on the website : <https://tekken-esports.bn-ent.net/> will apply to information submitted or collected by BNEI in connection with the subscription on the Tournament. Please note that by accepting these Rules, Player acknowledges and agrees that Player is also accepting the terms such privacy policy.

13.2 All personal information Players provide when subscribing on a Tournament Event are collected, used and managed by Tournament Event Organizer. Any personal information submitted or collected by Tournament Event Organizer may be subject to Tournament Event Organizer applicable privacy



policy, and BNEU is not responsible for examining or evaluating and expressly disclaims all representations and warranties regarding the accuracy, completeness, timeliness, validity, legality, decency, quality, or any other aspect of such policies, or the privacy practices of Tournament Event Organizer.

All personal information Players provide when entering a Tournament Event on the website: <https://start.gg/> are collected, used, and managed by Smash gg only for the purposes of administering the Tournament. Any information submitted or collected by Smash gg may be subject to Smash gg applicable privacy policy <https://www.start.gg/about/privacy> and BNEU, the Tournament Group and the Tournament Organizer are not responsible for examining or evaluating and expressly disclaims all representations and warranties regarding the accuracy, completeness, timeliness, validity, legality, decency, quality, or any other aspect of such policies, or the privacy practices of Smash gg.

The applicable privacy policy posted on a Tournament event start.gg page will apply to information submitted or collected by Smash gg and Tournament Event Organizer in connection with a Tournament Event. Please note that by accepting these Rules, Player acknowledges and agrees that Player is also accepting the terms such privacy policy.

13.3 Tournament Event Organizer may transmit personal data of Players in order to manage the Tournament. Please see the privacy policy of BNEU for this processing in Appendix A.

13.4 By registering for and/or participating in the Tournament, each Player consents and agrees to the collection, transfer, storage, and processing of the Player's information to and in the United States and/or to other countries outside the country of Player's country of residence. Such other countries may not have privacy laws and regulations that are similar to those of the country of Player's country of residence. Such other countries may not have privacy laws and regulations that are similar to those of the country of Player's country of residence.

#### **14. Player Appearance release**

By participating in the Tournament, each Player hereby irrevocably grants BNE and each of their respective licensees, successors and assigns, permission to stream, film, photograph and record the Player's performance in the EUROPEAN TEKKEN CUP itself or EUROPEAN TEKKEN CUP -related activities, including the Player's name, User Name, logo, image, avatar, gamertag or equivalent, voice, statements, likeness and other personal characteristics, information and so-called publicity rights as they appear therein (collectively, the "Appearance") and the right, but not the obligation, to distribute, exploit or otherwise use such Appearance, in whole or in part, in any and all media, now known or hereafter devised, throughout the Universe in perpetuity (except for Players who are known to be residents of France, which will expire within 20 years from date of participation), for any purpose, including but not limited to, advertising, marketing and promoting the Tournament, the Tournament Group and the Tournament Website.

As between each Player on the one hand, and the Tournament Group, on the other hand, the Appearance shall be deemed a work-made-for-hire for the Tournament Group prepared as a work specifically ordered and/or commissioned by the Tournament Group, and therefore, the Tournament Group shall be the author and exclusive copyright owner of the Appearance for all purposes. If under applicable law the foregoing is not effective to place authorship and ownership thereof and all rights therein in the Tournament Group, then by way of assignment and transfer of present and future copyright and otherwise, each Player hereby irrevocably grants, transfers, sells and assigns to the Tournament Group, all of his or her right, title and interest in and to the Appearance throughout the universe in perpetuity. Each Player agrees to execute such further documents and to do such further acts as may be necessary to evidence, effect, perfect, register, or enforce the Tournament Group's ownership of such rights.

The Tournament Group shall have the right, in their sole discretion, to edit, composite, morph, scan, dub, duplicate, fictionalize or otherwise alter the Appearance for any purpose which the Tournament Group deem necessary or desirable. To the fullest extent allowable under any applicable law, each Player hereby irrevocably waives any and all so-called moral rights or “droit moral” rights (which shall include, without limitation, any similar or analogous rights under applicable laws of any country in the world [including, without limitation, the so called right of paternity, (right of integrity ,right of withdrawal, and/or right of publication, he or she may have in the appearance, and agrees that he or she will make no claim of any kind against the Tournament Group as a result of any of the uses described above, and irrevocably and unconditionally waives and releases the Tournament Group from any and all claims, demands, and liabilities of any kind or nature whatsoever arising out of or in connection with such use including, without limitation, any and all claims, demands, or liabilities for invasion of privacy, infringement of the right of publicity, defamation (including libel and slander) and any other personal and/or property rights. Each Player expressly acknowledges that the Tournament Group and other Players will contribute to the Appearance and other works that will embody all or part of the Appearance. Accordingly, if under any applicable law, the above waiver or assignment by a Player of “moral rights” is not effective, then each such Player agrees to exercise such rights in a manner which recognizes the contribution of and will not have a material adverse effect upon such other parties.

The Tournament Group shall have the right to freely assign its rights hereunder, in whole or in part, to any person or entity. The Tournament Group shall retain the rights granted in the appearance even if the Player is disqualified or fails to meet the eligibility requirements.

#### **15. Connection and participation fees to the competition**

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 competition), the Tournament Organizer notices that no disbursement is needed to participate to the competition.

#### **16. Intellectual Property**

BNE and/or its nominees retain all right, title, and interest in the Game, including all intellectual property rights therein. All uses of the Game apart from those contemplated by this Agreement shall be subject to BNE’s prior written approval, which may be approved or disapproved in its sole.

For example, but is not limited to, it is expressly forbidden :

- Any adaptation, distribution, provided to the public at its request or not, rebroadcasting in any form whatsoever, networking, public communication of all or part of the works, services, brands and all elements protected or likely to be protected by intellectual property law;
- Any extraction or re-use, including for private purposes, of a substantial part of the content of the databases put together by the Ranking and Tournament Websites;
- Any repeated and systematic extraction or reuse, including for private purposes, of even a non-substantial part of the databases put together by the Ranking and Tournament Website;
- Any link, access, modification, addition, deletion concerning the automated processing system of the online edition and modifying the conditions of publication or the editorial policy.

Any Player who does not comply with the present terms and conditions of this article 16 is liable to civil or criminal prosecution, in particular for infringements of trademark law, copyright, neighboring rights, the rights of database producers as well as automated data processing systems.

The Players hereby grants to BNE a 20 years, royalty-free and worldwide license, for any purpose including, to use, sell, license, sublicense, translate, publish, disseminate, publicly display, advertise,

distribute, edit, adapt, modify, transfer, enforce, or otherwise commercially exploit such Deliverables, by any and all means, whether now known or hereafter devised, in whole or in part, without any compensation to the Players.

### **17. Applicable Law**

These Rules are subject to French law. In case of a dispute, the French courts shall have exclusive jurisdiction.

If one or more provisions hereof are declared invalid or declared as such in application of a law or regulation or following a court decision that has become final, the other provisions will remain in force and will continue to be applied.

By registering or otherwise participating in this competition, each Player hereby expressly waives any right to seek attorneys' fees in connection with any dispute, claim, or cause of action linked to the competition and hereby waives all rights to seek, indirect, punitive, incidental and consequential damages, and any other damages.

The invalidity or unenforceability of any provision of these Rules shall not affect the validity or enforceability of any other provision. Tournament Organizer's failure to enforce any term of these Rules shall not constitute a waiver of such provision.

### **18. Assignment**

The Organizer reserves the right to assign or transfer its rights, duties, and obligations under these Rules, to any other company of Bandai Namco Group, at any time during the Contest, without notice to the Players.

By participating in the Tournament, each Player consents to such assignment or transfer and agrees that all references to the "Organizer" in these Rules shall include any such assignee or transferee company.

This provision shall be binding upon and inure to the benefit of the Organizer, its successors, and assigns.

### **19. Evidence convention**

It is agreed that, except in the case of manifest error, the Tournament 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 Tournament Organizer, in particular in its information systems.

The Player 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 Tournament 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.

## APPENDIX A – PRIVACY POLICY

### TABLE OF CONTENTS

1. Introduction
2. The data controller
3. What are our commitments regarding the protection of Personal Data?
4. The purposes of the data processing
5. What personal data do we process?
6. Means of collecting personal data
7. The legal bases of our data processing
8. The recipients of your data
9. Transfer of your data
10. How long are we keeping your data?
11. Your rights
  - 11.1 Your right to access and rectify your data
  - 11.2 Your right to erasure of your data
  - 11.3 Your right to restriction of processing
  - 11.4 Your right to data portability
  - 11.5 Your right to withdraw your consent
  - 11.6 Your right to lodge a complaint with a supervisory authority
  - 11.7 Your right to define post-mortem directives
  - 11.8 How to exercise your rights?
12. What security measures are in place for your personal data?
13. Amendment of this policy

## **1. Introduction**

Bandai Namco Europe S.A.S processes your personal data to manage the European Tekken Cup tournament.

## **2. The data controller**

The following information is communicated to you so that you know the commitments regarding the protection of personal data made by Bandai Namco Europe SAS, whose head office is located 15 rue Félix Mangini, 69258 LYON CEDEX 09, France, who acts as the controller for the processing of personal data referred to in this document.

Bandai Namco Europe SAS has designated a Data protection Officer you can contact at [dpo@bandainamcoent.eu](mailto:dpo@bandainamcoent.eu).

This data protection officer is in charge of advising, informing and monitoring compliance with data protection regulations.

## **3. What are our commitments regarding the protection of Personal Data?**

We are committed to ensuring a high level of privacy protection for users who register for the European Tekken Cup tournament.

We undertake to comply with the applicable regulations (in particular Articles 5 and 6 of the RGPD) for all processing of personal data that we implement within the framework of the platform's services. In particular, we undertake to respect the following principles :

- personal data are processed lawfully, fairly and transparently (lawfulness, fairness, transparency) ;
- personal data are collected for specified, explicit and legitimate purposes and are not further processed in a way incompatible with those purposes (purpose limitation) ;
- personal data are kept adequate, relevant and limited to what is necessary for the purposes for which they are processed (data minimization) ;
- personal data are accurate, kept up to date and every reasonable step is taken to ensure that data which are inaccurate, having regard to the purposes for which they are processed, are erased or rectified without delay (accuracy).

We implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk inherent in our processing operations, to meet regulatory requirements and to protect the rights and personal data of data subjects from the outset of processing operations.

In addition, we contractually impose the same level of protection of personal data on our subcontractors (service providers, suppliers, etc.), if any.

Finally, we are committed to respecting any other principle that may be required by the applicable regulations on the protection of personal data, and more specifically concerning the rights conferred on the persons concerned, the periods of retention of personal data and the obligations relating to cross-border transfers of personal data.

#### **4. The purposes of the data processing**

We are processing your data for :

- organize and manage the finals of the European Tekken Cup tournament.
- ensure that players comply with the official rules of the European Tekken Cup tournament.

#### **5. What personal data do we process?**

In the context of processing of personal data, Bandai Namco Europe SAS collects and processes the following data:

- User name ;
- email address ;
- Result ;
- Country ;
- IBAN ;
- Age ;

We do not process personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs or trade union membership, racial or ethnic origin, political opinions, religious or philosophical beliefs or trade union membership, nor do we process genetic data, biometric data for the purpose of uniquely identifying a natural person, data concerning health or data concerning sexual orientation of a natural person.

#### **6. Means of collecting personal data**

The collected data were transmitted to us by Tournament Event Organizers which are in charge of the organization of each tournament.

#### **7. The legal bases of our data processing**

We implement data processing only if your consent to the processing operations has been obtained by Tournament Organizers.

#### **8. The recipients of your data**

The personal data we obtained, are intended for us in our capacity as controller.

We ensure that only authorized persons have access to this data.

Some personal data may be sent to third parties or to legally authorized authorities in order to meet our legal, regulatory or contractual obligations.

#### **9. Transfer of your data**

We don't transfer your personal data outside the European Union.

## **10. How long are we keeping your data?**

The periods for which we keep your personal data are proportionate to the purposes for which your data were collected:

- we keep your data throughout the competition until the results are published and the prizes are awarded ;
- In the event of a sanction being taken against you, we keep your data for 2 years after the end of European Tekken Cup tournament.

## **11. Your rights**

We are particularly concerned about respecting your rights in connection with the processing of personal data that we carry out, to ensure fair and transparent processing in view of the particular circumstances and context in which your personal data is processed.

### **11.1 Your right to access and rectify your data**

In this respect, you have the confirmation as to whether or not your personal data are being processed and where this is the case, access to your data and the following information:

- the purposes of the processing;
- the categories of personal data concerned;
- the recipients or categories of recipient, as well as, if applicable, if such communication should take place, the international organizations to which the personal data have been or will be communicated, in particular the recipients who are established in third countries;
- the period for which the personal data will be stored;
- the existence of the right to request from the controller rectification or erasure of personal data or restriction of processing of personal data concerning the data subject or to object to such processing;
- the right to lodge a complaint with a supervisory authority;
- information about the source of the data when not collected directly from the data subjects;
- the existence of automated decision-making, including profiling, and in the latter case, relevant information about the underlying logic, as well as the significance and expected consequences of such processing for data subjects.

### **11.2 Your right to erasure of your data**

You can ask us to erase your personal data where one of the following grounds applies:

- the personal data are no longer necessary in relation to the purposes for which they were collected or otherwise processed;
- you withdraw the consent you have previously given;
- you object to the processing of your personal data and there is no legal reason for such processing;
- the processing of personal data does not comply with the provisions of the applicable legislation and regulations.

Your attention is drawn to the fact that the right to the deletion of data is not a general right and that it can only be granted if one of the reasons provided for in the applicable regulations is present. Therefore, the exercise of this right will not be possible when the retention of your personal data is necessary for compliance with statutory or regulatory provisions and in particular for example for the establishment, exercise or defense of legal claims.

### **11.3 Your right to restriction of processing**

You may request restriction of processing of your personal data in the cases provided for by law and regulation.

### **11.4 Your right to data portability**

You have the right to portability of your personal data. We draw your attention to the fact that this is not a general right. Indeed, not all the data of all the treatments are portable and this right concerns only the automated treatments to the exclusion of the manual or paper treatments.

This right does not include derived or inferred data, which are personal data created by Bandai Namco Europe SAS .

The data on which this right can be exercised are:

- only your personal data, which excludes anonymized personal data or data that does not concern you;
- declarative personal data and personal data relating to our functioning, as mentioned above;

The right to portability may not infringe on the rights and freedoms of third parties such as those protected by business secrecy.

You may request data portability in accordance with the procedure set out below, specifying whether you wish to receive the data yourself or, if technically feasible for us, for us to pass it on directly to another data controller.

In the latter case, you must indicate the exact name of the controller, his contact details and the department or person to whom the data should be sent. In order to facilitate the exercise of this right, you must inform this recipient of your request to our services.

### **11.5 Your right to withdraw your consent**

As the data processing we carry out is based on your consent, you may withdraw it at any time. We will then stop processing your personal data but this will have no impact on the previous transactions to which you have consented.

### **11.6 Your right to lodge a complaint with a supervisory authority**

You have the right to lodge a complaint with the French data protection authority ( CNIL) on the French territory without prejudice to any administrative or judicial remedy.

### **11.7 Your right to define post-mortem directives**

You can give instructions in relation to the storage, erasure and communication of your personal data after your death to a certified trusted third party in charge of enforcing the wishes of the deceased in compliance with the applicable legal framework.



### **11.8 How to exercise your rights?**

All the rights enumerated above can be exercised by sending a request by email to the following email address [dpo@bandainamcoent.eu](mailto:dpo@bandainamcoent.eu) or by mail to the following address 15 rue Félix Mangini, 69258 LYON CEDEX 09, France.

In this context, it is requested that requests be accompanied by the elements necessary for the identification (name, first name, email) of the persons concerned by the processing, as well as any other information necessary to confirm their identity.

In the event of a violation of the regulations applicable to the protection of personal data, the persons concerned by the processing also have a right of complaint to the Commission Nationale de l'Informatique et des Libertés (CNIL) in France (3 place de Fontenoy - TSA 80715 - 75334 Paris cedex 07; tel.: +33 (0)1 53 73 22 22), without prejudice to any other administrative or legal remedy.

### **12. What security measures are in place for your personal data?**

Appropriate technical and organizational measures are implemented to ensure that data is processed in such a way as to guarantee its protection against loss, destruction or accidental damage that could affect its confidentiality or integrity. In this respect, we ensure the security of our servers on which your data is stored.

When developing and designing, or selecting and using the various tools that allow the processing of personal data, we ensure that they provide an optimal level of protection for the data processed.

For this reason, we take all appropriate measures to prevent, as far as possible, any alteration, loss or unauthorized access to your data.

Bandai implements measures that respect the principles of protection by design and protection by default of processed data.

When we use a service provider, we will only disclose personal data to them after we have obtained a commitment and assurances from the service provider regarding their ability to meet these security and confidentiality requirements.

We enter into contracts with our subcontractors in compliance with our legal and regulatory obligations, defining precisely the terms and conditions of their processing of personal data.

Similarly, Bandai conducts audits of its own services and those of its service providers in order to verify that data security rules are being applied.

### **13. Amendment of this policy**

We regularly update this policy to reflect legal developments and any updates will be posted on this page.