

## **GENERAL RULES AND REGULATIONS OF THE CONTEST GAME "J-STARS VICTORY VERSUS + COMMUNITY ACTIVITY" ORGANIZED BY THE COMPANY BANDAI NAMCO ENTERTAINMENT EUROPE SAS**

BANDAI NAMCO ENTERTAINMENT EUROPE SAS, a company formed in accordance with and by virtue of the laws of France, having its registered office at 21-23 rue du petit Albi, CS 48470, 95808 CERGY PONTOISE Cedex, France, hereinafter referred to as "the Organizer", organizes a Contest Game named "J-STARS VICTORY VERSUS + COMMUNITY ACTIVITY", free of charge and without obligation to purchase, available on the following page <https://www.jstarsgame.com/> (hereafter referred to as "the contest page").

### **ARTICLE 1 – PARTICIPATION**

The Contest game "**J-STARS VICTORY VERSUS + COMMUNITY**" is free of charge and without obligation to purchase and is opened to any person willing to participate, without limitation of age. However, for minors, their legal representative will be responsible for the participation of their child.

The Contest game "**J-STARS VICTORY VERSUS + COMMUNITY**" is limited to the natural person residing in the following territories: France, Spain, Italy, Germany, United Kingdom, Sweden, Norway, Finland, Denmark, Holland, Belgium, Switzerland, Portugal, Greece, Australia, Austria, Luxembourg, Ireland, New Zealand, Morocco, Tunisia, Algeria, Romania, Slovakia, Slovenia, Cyprus, Czech Republic, Monaco, Serbia, Ukraine, Liechtenstein, Hungary, Russia, Belarus, Malta, United States of America, Canada.

The Contest game "**J-STARS VICTORY VERSUS + COMMUNITY**" is opened at the rate of one entry form per household (same name, same e-mail address) per day. Any additional participation will be rejected.

Employees, affiliates or partners of the Organizer, of its subsidiaries, its subcontractors or its officers, and the members of their family or the persons with whom they are domiciled, and generally anyone who helped in the organization of the Contest game "**J-STARS VICTORY VERSUS + COMMUNITY**", are ineligible to participate in or win this Contest Game.

The participation in the Contest game "**J-STARS VICTORY VERSUS + COMMUNITY**" implies the unconditional acceptance of these Regulations in their entirety, of the rules of conduct in force on the Internet, and of the laws, rules and other legislations applicable in France.

Any fraud to the provisions set forth above shall invalidate the candidate.

### **ARTICLE 2 – CONDUCT OF THE CONTEST GAME "J-STARS VICTORY VERSUS + COMMUNITY" AND DETERMINATION OF THE WINNERS AND PRIZES TO WIN**

The Contest game "**J-STARS VICTORY VERSUS + COMMUNITY**" is starting from 20<sup>th</sup> of May 2015 at 3pm to 29<sup>th</sup> of June 2015 at **3pm** Central European time.

The duration of the Contest game "**J-STARS VICTORY VERSUS + COMMUNITY**" is a total of **40** calendar days.

The participant will have to sign up on the Contest page and will have to choose which community they want to support. A community is a preselected person or group of people. Those communities each have their own hashtag and social network profiles. Here is the exhaustive list of selected communities:

France: Storm Community

United Kingdom: I Love Japanese Games

Germany: JPGames

Italy: Orgoglio Nerd, Animeclick

Spain: Blogocio, DSImphony

Australia: Madman Anime

United States: PS360HD2, Rhymestyle, ShonenGameZ

The participant will complete their participation to the Contest Game by entering their surname, forename and e-mail address on the entry form.

The participant has to support his community; 1 point is attributed for each action mentioned below:

**TWITTER**

- Posting a tweet using #JStarsVS and the dedicated hashtag of the registered community from a public account
- Re-tweet a community tweet
- Favoring a tweet of a community

**FACEBOOK**

-like Facebook post of his community which include #JStarsVS and the dedicated hashtag of the registered community  
-comment Facebook post of his community which include #JStarsVS and the dedicated hashtag of the registered community

**YOUTUBE**

-comment #JStarsVS and the dedicated hashtag of the registered community on the Youtube communities' videos

**INSTAGRAM**

-like photos of his community which include #JStarsVS and the dedicated hashtag of the registered community  
-comment photos of his community which include #JStarsVS and the dedicated hashtag of the registered community  
-Posting a photo using #JStarsVS and the dedicated hashtag of the registered community from a public account

The maximum number of winners is 231 corresponding to the number of prize sets offered by the Organizer depending on each level reached by each community.

Level 1: 500 points, prizes: 10 compendium of J-STARS Victory Versus + 10 PlayStation themes (unit value: **1€**)

Level 2: 1500 points, prizes: 10 J-STARS VICTORY VERSUS+ video games (PS3, PS4, PS VITA) (unit value: **2€**)

Level 3: 3500 points, prizes: 1 PS4 + 1 J-STARS VICTORY VERSUS+ PS4 video game (unit value: **390€**)

Video games will be delivered as promotional discs or digital codes.

The number of points per level is subject to change during the contest by the Organizer.

Once a community reaches a level, winners are drawn among people who are registered for the aforementioned community at this point in time. Every two weeks, winners are announced on Bandai Namco Entertainment Europe's Facebook page.

At the end of the contest, participants who selected the community with the highest score will be entered in a draw to win a trip to Japan for 2 persons.

The trip to Tokyo, Japan is detailed as followed: 3 stars hotel and an economy class flight, 6 nights, 7 days for two (unit value: **2300 €**).

The price of the trip corresponds to the price recorded for this type of trip during the contest date.

The winnings will be accepted as is and cannot be refunded or exchanged or be the subject of a financial consideration.

The Organizer reserves the right to substitute the prize with another of the same value, without this giving rise to any claim.

The hotel or the flight can be changed at any moment by the Organizer without this giving rise to any claim.

In case the winner is less than 18 years old, the legal representatives of the winner will certify that they allow their child will be accompanied by an adult throughout the stay. The certificate must be accompanied by a copy of a supporting document valid identity said legal representatives.

The minor does not receive his prize if the Organizer has not received a Liability Disclaimer from the legal guardians. The minor does not receive his prize if the Organizer is not assured that he will travel accompanied by an adult.

Winners will be personally notified by the Organizer within up to four (4) weeks after the closing date of the Contest game "**J-STARS VICTORY VERSUS + COMMUNITY**" by e-mail at the personal address they mentioned on their entry form. They will be informed of details of the prize they can receive and need to send us their preferences.

To claim the prize the Organizer is authorized to request, by auto reply, one of the following supporting documents of identity:

- A scanned copy of a proof of identity (ID card, passport...)
- A scanned copy of a proof of address (hydro bill, phone bill...dated less than 3 months).

The winner will then be deemed to have accepted their prize.

All information must totally comply with the information recorded on the registration form at the time of the participation.

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

If within fifteen (15) calendar days (the date and time of sending the message as contained within the information system of the Organizer which sent the message authentic) after sending the e-mail informing the participant of their prize, the winner did not show, the prize will automatically become the property of the Organizer, no claim will be accepted.

The winners list will be available for four (4) weeks after the closing date of the Contest game "**J-STARS VICTORY VERSUS + COMMUNITY**" upon request at the following e-mail address: [community@bandainamcoent.eu](mailto:community@bandainamcoent.eu). Participants authorize the Organizer to use their surname and forename on any media and in worldwide for promotional purposes or advertising relating to the Contest game "**J-STARS VICTORY VERSUS + COMMUNITY**" at which they have participated, however this authorization cannot grant other rights than the one to receive the promised prizes.

Winners will receive their prize by mail sent by the Organizer within one (1) month following the confirming e-mail sent by the winner to the Organizer.  
Sending costs are the sole responsibility of the Organizer.

In the case the prize delivered is defective, the winner may refuse to recover it. It will then be automatically returned to the Organizer, which will send to the winner a prize of equivalent value, while stocks last (sending costs to be borne by the Organizer). This does not apply for the trip to Japan.

#### **ARTICLE 4 – FILING AND CONSULTATION OF THE RULES AND REGULATIONS**

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The Rules and Regulations are available for consultation in their entirety on the contest application at : [www.jstarsgame.com](http://www.jstarsgame.com)

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

BANDAI NAMCO ENTERTAINMENT EUROPE SAS  
49/51 rue des Docks  
69258 Lyon cedex 09  
FRANCE

Indicating the name of the Contest game "**J-STARS VICTORY VERSUS + COMMUNITY**".

The reimbursement of the stamp for the request of the Rules and Regulations of the Contest game "**J-STARS VICTORY VERSUS + COMMUNITY**" will be made upon request and production of a BIC, on the basis of the slow postage costs in force.

It would not be answered to any other oral request concerning the Contest Game.

#### **ARTICLE 5 – CONNECTION AND PARTICIPATION FEES TO THE CONTEST GAME "**J-STARS VICTORY VERSUS + COMMUNITY**"**

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In consideration of the services currently available on the market that allow a completely free Internet connection (this gratuitousness including that of the telecommunication expenses for a sufficient duration of the participation in the game), the Organizer notices that no disbursement is needed to participate to the Contest game "**J-STARS VICTORY VERSUS + COMMUNITY**".

However, if this were not the case or whether the evolution of service offerings and technology in all or part of French territory made impossible a such gratuitousness, the cost of participation in the game of Internet users concerned would be reimbursed on request in the following conditions:

Reimbursement of connection fees necessary for meaningful participation within the meaning of these Rules and Regulations may be obtained upon written request by mail to the Organizer. Reimbursement is limited to one participation during the period of the Contest Game.

The request must specify the exact title of the Contest Game, the participant's full name, phone number from which it is connected to the Facebook Page, its e-mail address and mailing address and the date and time of the connection. It will be accompanied by a BIC, the reimbursement is made by bank check in Euro. The slow postage costs will also be refunded upon request.

All refund requests will be considered only if this is the participant who has completed the form for which it is requested reimbursement of connection fees.

Any incomplete or incorrect request sent to the wrong address or sent by e-mail will not be taken into account.

If the participant requires to be reimbursed for participation in several different games, it must send separate claims. Each participation will be subject to a refund and specific letter.

In addition, any reimbursement cannot, by definition, occur only if there was an actual disbursement from the Participant, on pain of being prosecuted for fraud.

The Organizer reserves the right to make any checks it deems appropriate, to request any evidence and to engage where appropriate, prosecution.

The refund request must be sent by mail within forty-eight (48) hours from the date of participant's participation in the Contest game "**J-STARS VICTORY VERSUS + COMMUNITY**" for which they seek reimbursement, as evidenced by the postmark, to the following address:

BANDAI NAMCOENTERTAINMENT EUROPE SAS  
49/51 rue des Docks  
69258 Lyon cedex 09  
FRANCE

indicating the name of the Contest game "**J-STARS VICTORY VERSUS + COMMUNITY**".

Will be reimbursed the cost of telephone communication on the basis of a package for the cost of five (5) minutes of local telephone VAT from a landline, on proof of current rates of the local operator concerned.

#### **ARTICLE 6 – DISPUTE**

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The participation in the Contest game "**J-STARS VICTORY VERSUS + COMMUNITY**" implies acceptance without restriction or reservation of the terms of the Contest game and of these Rules and Regulations, and participants waive any claim to that title. The electronic validation of the participation implies full acceptance of these Rules and Regulations.

The Organizer reserves the right to sue anyone who will have cheated, deceived, faked or disturbed the operations stated in these Regulations or attempted to do so. A winner who would have cheated will be by rights strip of any right to obtain any winning prize.

These Rules and Regulations and the Contest game "**J-STARS VICTORY VERSUS + COMMUNITY**" are subject to the provisions of the law of France and to the exclusive jurisdiction of the court of Lyon.

#### **ARTICLE 7 – LIMITATION OF LIABILITY OF THE ORGANIZER**

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The participation in the Contest game "**J-STARS VICTORY VERSUS + COMMUNITY**" implies knowledge and acceptance of the characteristics and limits of the Internet, especially regarding technical performance, response times for consulting, querying or transferring information, risks of interruption and more generally inherent risks of any connection and transmission on the Internet, the lack of protection of certain data against possible misappropriation and the risks of contamination by possible viruses circulating on the network.

Accordingly, the Organizer shall in no circumstances be held liable, without this list being restrictive:

- For the content of services available on the Contest page and, in general, for any information and/or data broadcasted on the 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 Game;
- 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 transporting problems;
- For the functioning of any software;
- For the consequences of any virus, computer bog, anomaly or technical failure;
- For any damage caused to the computer of a Participant;
- For any technical, hardware or software failure of any nature that has prevented or limited the opportunity to participate in the Game or has corrupted the system of a Participant;
- For the delay in delivery of the prize or its possible loss by the postal services or other mailing services external to the Organizer.

It is clear that the Organizer shall not be liable for any direct or indirect damage resulting from an interruption, malfunction of any kind, suspension or termination of the Contest game "**J-STARS VICTORY VERSUS + COMMUNITY**", and this for any reason whatsoever, or for any direct or indirect damage resulting, somehow, from a connection on the Facebook Page. It belongs to all participants to take all appropriate measures to protect against any attack their own data and/or software stored on their computing equipment. The connection of any person to the Contest page and the participation of the participants in the Contest game "**J-STARS VICTORY VERSUS + COMMUNITY**" are done at their own risk.

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

#### **ARTICLE 8 – DURATION AND MODIFICATIONS**

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The Rules and Regulations of the Contest game "**J-STARS VICTORY VERSUS + COMMUNITY**" apply to any participant who participates in the Contest game "**J-STARS VICTORY VERSUS + COMMUNITY**".

The Organizer reserves the right to modify these Rules and Regulations and/or the Contest Page, at any time, without notice neither obligation to justify its decision and without its liability being incurred because of this.

The Organizer reserves the right to interrupt, extend, shorten, modify or cancel the Contest game "**J-STARS VICTORY VERSUS + COMMUNITY**", 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 participants cannot claim any compensation whatsoever.

Additions and amendments can then be published for the duration of the Contest game "**J-STARS VICTORY VERSUS + COMMUNITY**" and the participants cannot claim any compensation as such.

In case of modification of the dates, new dates and new corresponding prizes will be mentioned on the Facebook Page.

Any modification of these Rules and Regulations will come into force from their online publication and any participant will be deemed to have accepted them due to their participation in the Contest game "**J-STARS VICTORY VERSUS + COMMUNITY**", from the date of the entry into force of the modification. Any participant refusing the change(s) will have to stop participating in the Contest game "**J-STARS VICTORY VERSUS + COMMUNITY**".

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 participants due to possible frauds committed.

In case of fault on behalf of a participant, the Organizer reserves the right to exclude, by rights, any participation from the latter, without that they cannot claim anything.

#### **ARTICLE 9 – DATA PROTECTION ACT**

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The personal information provided by the participant during its participation in Sweepstakes are strictly confidential. The Organizer undertakes to do not sell, rent or transmit personal data to third parties involved, except legal or judicial obligation requiring the Organizer to do so.

In accordance with the legal provisions about personal data protection, especially the Articles 39 and 40 of the French "*Loi Informatique et Libertés*" (Data Protection Act) of January 6, 1978, each participant has a right to access, modify, correct and delete personal data concerning them that they can exercise near the Organizer by writing to the Webmaster Namco Bandai Games at the address indicated in the preamble, or by sending an e-mail at the address below: [community@bandainamcoent.eu](mailto:community@bandainamcoent.eu)

#### **ARTICLE 10 – EVIDENCE CONVENTION**

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It is agreed that, except in the case of manifest error, the Organizer may – in particular for evidence of any act, fact or omission – rely upon programs, data, files, records, operations and other elements (such as monitoring reports or other states) in computer or electronic nature, format or media, established, received or retained directly or indirectly by the Organizer, in particular in its information systems.

Participants undertake not to contest the admissibility, validity or probative force of the elements in computer or electronic nature, format or media aforesaid, on the basis of any statutory provision whatsoever and which would specify that certain documents must be written or signed by the parties in order to constitute evidence.

Thus, the considered elements constitute evidences and, if they are produced as evidence by the Organizer in any litigation or otherwise, they will be admissible, valid and enforceable between the parties in the same manner, under the same conditions and with the same probative force than any document which would be created, received or retained in writing.

#### **ARTICLE 11 – INTERPRETATION**

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Any question of interpretation or application of the Rules and Regulations or any unexpected issue that comes to arise will be decided upon, depending on the nature of the question, by the Organizer in accordance with the laws of France.

#### **ARTICLE 12 – DISCLAIMER**

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This promotion is not managed or sponsored by Facebook, twitter, instagram or youtube. The information the participant provides is provided to the Organizer. The information the participant provides will only be used to contact them for the Contest game "**J-STARS VICTORY VERSUS + COMMUNITY**".