

**GENERAL RULES AND REGULATIONS OF THE CONTEST GAME "MY TAMAGOTCHI FOREVER"  
ORGANIZED BY THE COMPANY BANDAI NAMCO ENTERTAINMENT EUROPE S.A.S.**

BANDAI NAMCO ENTERTAINMENT EUROPE S.A.S., a company formed in accordance with and by virtue of the laws of France, having its registered office at 49-51, rue des Docks, CS 90618, 69258 LYON CEDEX 09, France, hereinafter referred to as "the Organizer", organizes a Contest Game named "**MY TAMAGOTCHI FOREVER**", hereinafter referred to as "Contest", free of charge and without obligation to purchase.

**ARTICLE 1 – PARTICIPATION**

The Contest is free of charge and without obligation to purchase and is opened to any person willing to participate, subject to the fact that the participant is 13 years old or older. However, for minors, their legal representative will be responsible for the participation of their child.

The Contest is opened at the rate of one entry form per household (same name, same e-mail address) per day during the Contest period, hereinafter defined. Any additional participation will be rejected.

Employees, affiliates or partners of the Organizer, of its subsidiaries, its subcontractors or its officers, and the members of their family or the persons with whom they are domiciled, and generally anyone who helped in the organization of the Contest, are ineligible to participate in or win this Contest.

The participation in the Contest implies the unconditional acceptance of these Rules and Regulations in their entirety, of the rules of conduct in force on the Internet, and of the laws, rules and other legislations applicable in France.

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

**ARTICLE 2 – CONDUCT OF THE CONTEST AND DETERMINATION OF THE WINNER AND PRIZES TO WIN**

• **Conduct of the contest:**

The Contest starting from the 23<sup>rd</sup> of November 2017 at 08:00 am Central European Time to the 10<sup>th</sup> of January 2018 at 12:00 am Central European Time (hereafter the "Contest Date").

The duration of the Contest is a total of 49 [forty-nine] calendar days.

To participate in the Contest, the participant has to complete the pre-register form available on [www.mytamagotchiforever.com](http://www.mytamagotchiforever.com), to accept the terms and conditions and to submit its participation.

• **Determination of the winner:**

The winner will be determined thanks to an electronic draw which will take place the 10<sup>th</sup> of January 2018.

The winner will win the opportunity to work in collaboration with the development team of the mobile game My Tamagotchi Forever to create a new Tamagotchi character.

This new Tamagotchi character will be add in the mobile game My Tamagotchi Forever.

The Organizer will contact the winner at the email mentioned in the corresponding pre-register form.

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).

Where necessary, the Organizer reserves the right to cancel the awarding of the prize won, especially when the information recorded in the pre-register form does not comply with the information mentioned in the proof of identity or address.

The winner will then be deemed to have accepted her/his prize and is not entitled to any reimbursement or any exchange of prize.

If within fourteen (14) 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 winner of its prize, the winner did not show, the prize will automatically become the property of the Organizer, no claim will be accepted.

The name of the winner will be available on the following website at least at the end of the Contest: [www.mytamagotchiforever.com](http://www.mytamagotchiforever.com)

- **Process of collaboration between the development team of the mobile game My Tamagotchi Forever and the winner :**

As soon as the winner has replied to the Organizer's email, the Organizer will ask the winner to provide some information and details about the new Tamagotchi character the winner would like the development team of My Tamagotchi Forever to create.

The development team of My Tamagotchi Forever shall make its reasonable efforts to take into consideration the wishes of the winner but the development team shall not be liable in case of any noncompliance with the information and details provided by the winner.

In any case, the creation of this new Tamagotchi character is at the sole and exclusive discretion of the development team of My Tamagotchi Forever.

The intellectual property rights regarding the new Tamagotchi character belongs to Bandai Co. and Wiz Co. Ltd.

The winner is not entitled to claim any rights regarding this new Tamagotchi character.

### **ARTICLE 3 – 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 following website: [www.mytamagotchiforever.com](http://www.mytamagotchiforever.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: **MY TAMAGOTCHI FOREVER**

The reimbursement of the stamp for the request of the Rules and Regulations of the Contest will be made upon request and production of a BIC, on the basis of the slow postage costs in force.

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

### **ARTICLE 4 – CONNECTION AND PARTICIPATION FEES TO THE CONTEST**

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In consideration of the services currently available on the market that allow a completely free Internet connection (this gratuitousness including that of the telecommunication expenses for a sufficient duration of the participation in the Contest), the Organizer notices that no disbursement is needed to participate to the Contest.

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 Contest 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.
- The request must specify the exact title of the Contest, the participant's full name, phone number, e-mail address and mailing address and the date and time of the connection on the Contest website (Organizer's Facebook page, Instagram or Twitter accounts). 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 for which they seek reimbursement, as evidenced by the postmark, to the following address:

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

Indicating the name of the Contest: **MY TAMAGOTCHI FOREVER**

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 5 – DISPUTE**

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The participation in the Contest implies acceptance without restriction or reservation of the terms of the Contest and of these Rules and Regulations, and participants waive any claim to that title. The submission of the mystery sentence 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 are subject to the provisions of the law of France and to the exclusive jurisdiction of the court of Lyon (France).

#### **ARTICLE 6 – LIMITATION OF LIABILITY OF THE ORGANIZER**

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

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

- For the content of services available on the Contest website;
- For the transmission and/or reception of any data and/or information on the Internet;
- For any malfunctioning of the Internet network preventing the smooth running/functioning of the Contest;
- For the failure of any reception equipment or communication lines;
- For the loss of any paper or electronic mail and, more generally, for the loss of any data;

- For the malfunctioning of any software and/or video games and/or mobile games;
- For the consequences of any virus, computer bog, anomaly or technical failure;
- For any damage caused to the computer, console platforms, mobile device of a participant;
- For any technical, hardware or software failure of any nature that has prevented or limited the opportunity to participate in the Contest or has corrupted the system of a participant;

It is clear that the Organizer shall not be liable for any direct or indirect damage resulting from an interruption, malfunction of any kind, suspension, modification or termination of the Contest, and this for any reason whatsoever. It belongs to all participants to take all appropriate measures to protect against any attack their own data and/or software stored on their computing equipment. The participation of the participants at the Contest 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 7 – DURATION AND MODIFICATIONS**

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The Rules and Regulations apply to any participant who participates in the Contest.

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

The Organizer reserves the right to interrupt, extend, shorten, modify or cancel the Contest, at any time, by rights, without notice neither obligation to justify its decision. In this case, the liability of the Organizer cannot be held in any manner whatsoever and the participants cannot claim any compensation whatsoever.

Additions and amendments can then be published for the duration of the Contest 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 following website: [www.mytamagotchiforever.com](http://www.mytamagotchiforever.com)

Any modification of these Rules and Regulations will come into force from their online publication and any participant will be deemed to have accepted them due to their participation in the Contest, from the date of the entry into force of the modification. Any participant refusing the change(s) will have to stop participating in the Contest.

The Organizer reserves the right to sue anyone who will have defrauded or attempted to do so. However, the Organizer shall not incur any liability whatsoever vis-à-vis the 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 8 – DATA PROTECTION ACT**

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The personal information provided by the participant during her/his participation at the Contest 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. The Organizer will remove all the personal information concerning the participant collected during his or her participation within one (1) month following the end of the Contest.

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 Bandai Namco Entertainment at the address indicated in the preamble, or by sending an e-mail at the address below: [privacy@bandainamcoent.eu](mailto:privacy@bandainamcoent.eu)

## **ARTICLE 9 – 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 10 – 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 11 – 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.