

Rules of the contest with no obligation to purchase

“NACON CONNECT 2023*”

ARTICLE 1: ORGANISING COMPANY

Nacon (*Société anonyme* - Public limited company - under French law). The Nacon Company, with a registered office at 396-466 rue de la Voyette, CRT2 - 59273 Fretin (France), with a share capital of €65,097,988.00, registered with the Lille Métropole Trade and Companies Register under number B 852 538 461 (hereinafter the “Organising Company”), is organising a contest with no obligation to purchase products, entitled “Nacon Connect 2023”, on its www.nacongaming.com website from 9 March 2023 to 12 March 2023, in accordance with the terms and conditions described in these rules (hereinafter referred to as the “Contest”).

ARTICLE 2: ACCEPTANCE OF THE RULES

Participation in the Contest implies the Participant’s unconditional acceptance of these rules and the principle of the contest. Anyone who contravenes one or more of the articles contained in these rules shall forfeit any prize won. In the latter case, said prize shall be returned to the prize pool.

ARTICLE 3: CONDITIONS FOR ENTERING

Participation in the Contest is open to natural persons of full legal age (over 18) as of 9 March 2023 or minors represented by their legal representatives in possession of a MyNacon account as confirmed by the receipt, no later than 12 March 2023 (until 11.59pm CET), of an email entitled “Thank you for creating your MyNacon account and welcome!”, excluding all employees of the company in charge of organising the Contest and companies involved in the promotion and/or development thereof.

ARTICLE 4: CONTEST PRINCIPLE AND PROCEDURES

Participation in the contest is open from 9 March 2023 at 7pm (CET) to 12 March 2023 at 11.59pm (CET).

Participation in the Contest is based on the following criteria:

- Have a MyNacon account, confirmed as of 12 March 2023 at 11pm (CET)
- Complete the entry form at:
- Validate the Contest entry form no later than 12 March 2023 at 11.59pm (CET)

The prize will be awarded based on an independently supervised draw among all participants in the Contest.

Six (6) participants including the Prizewinner and 5 “Alternate” Participants will be selected at random.

The random draw will be conducted in the third (3) week following the end of the Contest, i.e. from 20 March 2023. The Prizewinner will be informed of his/her prize by email within thirty (30) days at most.

IMPORTANT: only one entry per MyNacon account holder (only one MyNacon account per natural person); holders of multiple MyNacon accounts can only enter the Contest once. Where several MyNacon accounts are registered by the same person during the aforementioned Contest period, only their earliest entry will be taken into account for participation in the Contest.

Any account registration that has been fully cancelled, withdrawn, unconfirmed or confirmed only after the closing date will be disregarded and rejected as being invalid.

It should be pointed out that it is not incumbent upon the Organising Company to complete additional searches to determine the identity of the Prizewinner, other than the information provided when registering their MyNacon account or confirming entry into the Contest, who will not receive their winnings nor any damages or compensation.

ARTICLE 5: PRIZE - WINNINGS

The prizes of the Contest consist of all twelve (12) video games listed below (hereinafter referred to interchangeably as "Winnings" or "Prize"). Thus, on every effective public release date* of these games, the Contest Prizewinner will be given a Steam key to download the corresponding video game free of charge on the Steam platform. Every participant should ensure they have a Steam account.

*For the purposes of the Contest, a public release date is provided as an indication for each video game in the table below. However, this public release date is subject to change according to production and/or marketing requirements.

Video game titles	Indicative public release date (year(s))	(estimated overall value of the Prize in €)
Ravenswatch	2 nd - 3 rd quarter 2023	€510
CAPES	2 nd - 3 rd quarter 2023	
AD Infinitum	3 rd - 4 th Quarter 2023	
Clash Artifacts of Chaos	9 March 2023	
TT 3: Isle of Man	2 nd - 3 rd quarter 2023	
Tennis 23	3 rd - 4 th Quarter 2023	
Rugby 23	3 rd - 4 th Quarter 2023	
Cricket 23	2 nd - 3 rd quarter 2023	
War Hospital	3 rd - 4 th Quarter 2023	
Gangs of Sherwood	3 rd - 4 th Quarter 2023	
Lord of the Ring: Gollum	2 nd - 3 rd quarter 2023	
Robocop: Rogue City	3 rd - 4 th Quarter 2023	

For any complaint regarding the award of the Winnings, each participant is invited to contact the Organising Company, by writing to: Nacon, for the attention of the Legal department, 396 Rue de la Voyette, CRT2 - Fretin - CS90414, 59814 Lesquin – France

ARTICLE 6: PRIZEWINNER DETERMINATION PROCEDURES

The Prizewinner is determined as follows: the Winners will be selected at random, i.e. based on an independently supervised draw among all participants in the Contest who meet the conditions for entering, in accordance with the provisions of article 4.

The independent adjudicator will select a Prizewinner at random among all participants eligible for the Contest.

A list of five (5) "alternate" Winners will also be selected at random by the Independent Adjudicator. This list of alternate Winners will be used if the selected Prizewinner fails to respond.

An email will be sent to the Winner to inform him/her of the prize awarded.

If said Prizewinner fails to respond to the email within fifteen (15) calendar days of this notification, an alternate Winner will replace the unresponsive Prizewinner, in the order of the draw, and so on until the Winnings are awarded.

Should this list of "alternate" Winners be insufficient to replace the unresponsive Winners, another draw will be organised to select new alternate Winners. The same applies if "alternate" Winners fail to respond.

The draw will end once the Prize has been awarded.

The Winners allow for any checks to be made regarding their identity by providing a copy of their identity document justifying the veracity of the information communicated. It is expressly agreed that the data in possession of the Organising Company or technical service providers has evidential value in the determination of Winners.

ARTICLE 7: REPLACEMENT OF PRIZES BY THE ORGANISING COMPANY

The Organising Company reserves the right to change the nature of the Prize won and to replace it with Winnings of equivalent value in the event of *force majeure*. *Force majeure* shall be defined as any event beyond its control, which could not reasonably have been anticipated when this Contest was organised and the effects of which cannot be prevented by appropriate measures within the meaning of article 1218 of the French Civil Code and case-law.

ARTICLE 8: CANCELLATION AND MODIFICATION

The company in charge of organising the Contest shall not be held liable if, in the event of *force majeure* or events beyond its control, it were to cancel, shorten, extend, postpone or modify the Contest. It shall not be held liable in this regard. Information on the cancellation or modification of the Contest will be posted directly on the www.nacongaming.com website and shall be the subject of an amendment to these Rules.

ARTICLE 9: FILING OF THE RULES

These rules have been filed with the office of Alain KINGET, Julien MARLIERE, Associated Bailiffs, 51 Boulevard de Strasbourg, 59000 LILLE, who have been entrusted with ensuring compliance therewith. These rules are available by sending a written request to Nacon - "Nacon Connect 2023" Contest - 396 Rue de la Voyette - CRT 2 Fretin - CS90414 - 59814 LESQUIN Cedex France, or by emailing kinget.marliere@gmail.com

ARTICLE 10: PERSONAL DATA

It is recalled that, to enter the Contest, the Participants must provide certain personal information (surname, first name, date of birth, email address, country and language) on the www.nacongaming.com website. This information is collected and stored in the database of web orders and is needed to take their entry into account, determine the Winners, award and hand over the prizes.

This information is intended for use by the Organising Company for the effective management of the contest. It may be passed on to its technical service providers for the purposes of effectively managing the contest.

ARTICLE 11: DECISIONS OF THE ORGANISING COMPANY - FRAUD

The Organising Company reserves the right to change these rules at any time and make any decision it deems appropriate for the application and interpretation of the rules. The Organising Company shall inform the Participants by any means of its choice and as soon as practicable.

The Organising Company also reserves the right to modify, prolong, shorten, suspend or cancel the Contest without notice, due to any event beyond its control preventing the smooth running of the Contest, in particular if a *force majeure* or fortuitous event occurs.

In particular, the Organising Company reserves the right, where appropriate, to cancel and/or suppress all or part of the Contest, should it transpire that fraud or malfunction has occurred, in any form whatsoever, as part of the participation in the Contest or the determination of the Winners.

The Organising Company reserves the right, in such circumstances, not to award their prize to the parties who committed fraud and/or to bring proceedings against the parties who committed such fraud before the competent courts. The act of fraud will result in the immediate disqualification of the guilty party.

The Organising Company shall not be held liable in accordance with the above, and Participants may not claim any damages or compensation of any kind.

ARTICLE 12: APPLICABLE LAW - DISPUTES

These rules are governed by French law. The rules which shall be referred to in the event of a dispute shall be the rules written in French.

For any potential objection with respect to the contest to be considered, it must be made in writing and emailed to: community@nacongaming.com, no later than forty-five (45) days after the deadline for entering the contest as specified in these rules. No objection sent after this date shall be considered by the Organising Company.

With the exception of acts of fraud committed by the Contestants, efforts will be made to resolve amicably any dispute between the Organising Company and the Contestant that may arise from the implementation of these rules. In the absence of an amicable agreement, any dispute shall be referred to the Courts of Lille, subject to legal provisions.

In the event of any contradiction between the provisions of these rules and any communication and/or information relating to the Contest, the provisions of these rules shall prevail.

ARTICLE 13: PERSONAL DATA PROTECTION

The recipient of the data is Nacon and its authorised suppliers. Google Cloud France SARL's servers are located within the European Union.

The data collected, processed and used by the Organising Company is that indicated when creating your MyNacon account, i.e.: your surname, first name, date of birth, email address, country and language. This personal data will be computer processed with a view to managing your participation in this contest. It will be retained for a total of 36 months after its receipt.

You will be notified in advance of any subsequent action requiring the collection of data on behalf of Nacon, and the use of this data shall be subject to written consent.

Pursuant to article 34 of the French Data Protection Act of 6 January 1978 and the General Data Protection Regulation (GDPR), which came into force on 25 May 2018, you have the right to access, correct and delete, in whole or in part, your personal data.

You can also object to the processing of your personal data, request its limitation or portability whenever possible. Lastly, you can send instructions to Nacon on how to use your data after your death. You can exercise your rights by emailing your request to: dpo@nacon.fr or by writing to Nacon 396 Rue de la Voyette - CRT 2 Fretin - CS 90414- 59814 LESQUIN Cedex.

You are entitled to lodge a complaint with CNIL (French data protection authority) or any competent supervisory authority.

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