

Rules of the game with purchase obligation

"Nacon Magic Xmas - Order up to 100% refunded* "

* refund up to the maximum amount of €500

ARTICLE 1: THE ORGANIZING COMPANY

The company, Nacon (a French limited company). The company Nacon, whose registered office is located at 396-466 rue de la Voyette, CRT2 - 59273 Fretin (France), with a capital of 65 097 988,00 euros, registered in the Trade and Companies Register of Lille Metropole, registration number B 852 538 461 (hereafter the "Organizing Company"), organizes on its Internet site [www. nacongaming.com](http://www.nacongaming.com) from December 1, 2021 to December 23, 2021 inclusive, a game with an obligation to purchase products, entitled "**Nacon Magic Xmas - 100% refunded order**" according to the terms and conditions described in these rules (hereinafter referred to as the "Game").

ARTICLE 2: ACCEPTANCE OF THE RULES

Participation in the Game implies the Player's unconditional and unreserved acceptance of these rules and the principle of the Game. Any person who violates one or more of the articles contained in these rules will lose the right to the prize he/she has won. In the latter case, the said prize will be put back into play.

ARTICLE 3: CONDITIONS OF PARTICIPATION

Participation in the Game is open to natural persons of legal age (over 18 years old) as of November 30, 2021, with the exception of all staff members of the Game's organizing company and companies involved in its promotion and/or development.

ARTICLE 4: PRINCIPLE AND PROCEDURES OF THE GAME

Participation in the game is open from December 1, 2021 from 00:00 pm (CET) to December 23, 2021 11:59 pm (CET) inclusive.

Participation in the Game is based on the following criteria:

- Place an order on our Site "www.nacongaming.com".
- Order at least one product, regardless of the brand and/or category of the product and/or its price.

The awarding of the prize is made by means of a draw by a bailiff.

The ten (10) orders drawn will be reimbursed up to a maximum amount of five hundred (500) euros.

The draw will take place in the third week (3) following the end of the Game, i.e. from January 10, 2022. Winners will be notified of their win by email within a maximum of 60 days.

IMPORTANT: Only one refund per household (same name, same mailing address) corresponding to the first participation in date of the household (purchase). In the case of

several purchases made by the same household during the above-mentioned period, only the first purchase made will be taken into account for the purposes of the Contest.

Any order that has been totally cancelled, retracted or validated only after the closing date will not be taken into account and will be rejected as invalid.

Any order that has been partially cancelled, only the residual amount of the order resulting from this partial cancellation will be taken into account for the Game.

The Organizing Company will proceed with the reimbursement by crediting the amount of the prize won to the means of payment used for the payment of the first order.

It is specified that it is not the responsibility of the Organizing Company to carry out additional research to determine the identity of the Contestant, who will not receive either his prize or any damages or compensation.

ARTICLE 5: PRIZE - WINNINGS

The prize will be reimbursed within four (4) to eight (8) weeks after the end of the Game, according to the payment method used for the payment of the order taken into account for the Game.

For any claim relating to the awarding of the prize, in particular for any problem concerning the amount credited, the participant is invited to contact the Organizing Company at the following address Nacon, for the attention of the Legal Department, 396 Rue de la Voyette, CRT2 - Fretin - CS90414, 59814 Lesquin - France

ARTICLE 6: METHODS OF DETERMINING THE WINNERS

The winner will be determined in the following manner: the winners will be drawn at random, i.e., by a draw conducted by a bailiff, from among all the participants in the Game who meet the conditions for participation, in accordance with the provisions of Article 4.

The bailiff will select ten (10) winners by random draw via the selection of the 10 winning order numbers.

A list of five (5) "alternate" winners will also be drawn by the Bailiff. This list of alternate winners will be used in the event of non-response from the winners.

An email will be sent to each of the winners or alternate winners to inform them of the prize awarded.

If one or more winners do not respond to the email within fifteen (15) calendar days of the email being sent, an alternate winner will replace the unresponsive winner in the order of the drawing and so on until all prizes have been awarded.

In the event that this list of "alternate" winners is not sufficient to replace the unresponsive winners, a new complementary draw will be held to select new alternate winners. The same applies in the event of non-response from the "alternate" winners.

The drawing will end when all winners have been awarded.

The winners authorize any verification of their identity. It is expressly agreed that the data in the possession of the Organizing Company or its technical service providers shall be deemed to be proof of the determination of the winners.

ARTICLE 7: REPLACEMENT OF PRIZES BY THE ORGANIZING COMPANY

The Organizing Company reserves the right to modify the nature of the prize won and to replace it with a prize of equivalent value in the event of force majeure. Force majeure is defined as any event beyond the control of the Organizing Company that could not reasonably be foreseen at the time of the organization of this Game and whose effects cannot be avoided by appropriate measures within the meaning of Article 1218 of the French Civil Code and case law.

ARTICLE 8: CANCELLATION AND MODIFICATION

The Organizing Company shall not be held responsible if, in the event of force majeure or events beyond its control, it is forced to cancel, shorten, extend, postpone or modify the Game. It shall not be held liable in this regard. Information concerning the cancellation or modification of the Contest will be indicated directly on the www.nacongaming.com website and will be the subject of an amendment to these Rules.

ARTICLE 9: FILING OF THE RULES

These rules have been deposited with the firm of Alain KINGET, Julien MARLIERE, Huissiers de Justice Associés, 51 Boulevard de Strasbourg, 59000 LILLE, who have been entrusted with ensuring their proper application. These rules are available upon written request to Nacon - "Nacon Magic Xmas - Order 100% Refunded*" Game - 396 Rue de la Voyette - CRT 2 Fretin - CS90414 - 59814 LESQUIN Cedex France, or to the following e-mail address: kinget.marliere@gmail.com

ARTICLE 10: PERSONAL DATA

It is recalled that to participate in the Game, Participants must provide certain personal information about themselves (last name, first name, e-mail address) when participating on the site www.nacongaming.com. This information is collected and stored in the database of web orders and is necessary to take into account their participation, to determine the winners and to award and deliver the prizes.

This information is intended for the Organizing Company for the proper management of the game. It may be transmitted to its technical service providers for the purposes of the proper management of the game.

ARTICLE 11: DECISIONS OF THE ORGANIZING COMPANY - FRAUD

The Organizing Company reserves the right, at any time, to modify these rules and to make any decision it deems useful for the application and interpretation of the rules. The Organizing Company will inform the Participants by any means of its choice and as soon as possible if circumstances permit.

The Organizing Company also reserves the right to modify, extend, shorten, suspend or cancel the Game, without prior notice, due to any event beyond its control that prevents its normal operation, and in particular in the event of an event constituting force majeure or an act of God.

In particular, the Organizing Company reserves the right, if necessary, to cancel and/or cancel all or part of the Game if it appears that fraud or a malfunction has occurred, in any form whatsoever, in connection with participation in the Game or the determination of the winners.

The Organizing Company reserves the right, in such circumstances, not to award the prizes 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 party who committed it.

The Organizing Company may not be held liable in accordance with the foregoing and Participants may not claim any damages or compensation of any kind whatsoever.

ARTICLE 12: APPLICABLE LAW - DISPUTES

These rules are subject to French law. The rules to which reference will be made in the event of a dispute will be the rules written in French.

In order for any potential objection relating to the Game to be considered, it must be submitted in writing to the following address: community@nacongaming.com, no later than forty-five (45) days after the deadline for participation in the Game as specified in these rules. No objection sent after this deadline will be taken into consideration by the organizing company.

With the exception of acts of fraud committed by the Competitors, any dispute that may arise from the implementation of these rules will first be resolved amicably between the Organizing Company and the Competitor. In the absence of an amicable agreement, any dispute will be brought before the courts of Lille, subject to the legal provisions.

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

ARTICLE 13: PROTECTION OF PERSONAL DATA

The recipient of the data is Nacon and its authorized suppliers. The OVH servers are located in the European Union.

The following data collected, processed and used by the Organizing Company are those that you provide at the time of placing and validating your order, i.e.: your last name, first name, e-mail address. This personal data will be processed by computer in order to manage your participation in this game. It will be kept for a total of 36 months from the date of receipt.

Any subsequent action requiring the collection of data on behalf of Nacon will be subject to prior information from you and to written consent for the use of this data accordingly.

In accordance with Article 34 of the French Data Protection Act of January 6, 1978 and the General Data Protection Regulation (RGPD) that came into force on May 25, 2018, you have a right of access, a right of rectification, a right to partial or total deletion of your personal data. You can also object to the processing of your personal data, request their limitation or portability when possible. Finally, you can send instructions to Nacon on how to use your data after your death. You can exercise your rights by contacting bigbengamesus@gmail.com or by mail to Nacon 396 Rue de la Voyette - CRT 2 Fretin - CS 90414- 59814 LESQUIN Cedex.

You have the right to lodge a complaint with the CNIL or any competent supervisory authority.