GAME RULES

"Trivia Contest"

Article I: Organization

The DON'T NOD ENTERTAINMENT company, a limited company located at 11 rue de Cambrai – Parc du Pont de Flandre – 75019 Paris (hereinafter the "Organizing Company"), is organizing a free game (with no obligation to purchase) which will take place on **April 8, 2025**. Two trivia sessions will be held on the **"Velvet-Cove Online" Discord**—one at **1:00 PM EDT** and one at **8:00 PM EDT**—entitled "Movie Palace Online Trivia" (hereinafter the "Contest"). The Contest is accessible exclusively via the "Velvet-Cove Online" Discord ...

Article II: Conditions of participation in the Game

Participation in the Game is open to any natural person of legal age on the date of their participation who has, on the start date of the Game, an Internet access and a Discord address at which they may, if necessary, be contacted for the needs of the management of the Game (hereinafter the "Participant").

Participations of people working for or on behalf of the Organizing Company are excluded, as well as, more generally, all people having participated directly or indirectly in the development and/or the completion of the Game as well as, for each of the above categories, their family members (same name, same postal address).

It is specified that the number of participations per person is unlimited during the entire duration of the Game.

Only participations that comply with all the above stipulations will be accepted. In this regard, the Organizing Company reserves the right to make all necessary checks regarding the identity, age and contact details of each Participant. Any incomplete, erroneous, or falsified information that does not allow the Participant to be identified or located will result in the cancellation of his or her participation.

Article III: Participation process

To participate, each Participant must:

• Join the "Velvet-Cove Online" Discord server prior to the scheduled session (<u>https://discord.gg/zakjxkGBYp</u>);

• Read the present Game Rules;

• Be present at the designated session (either at 1:00 PM EDT or 8:00 PM EDT on April 8, 2025). Triivia will occur in the #Trivia Channel

• Answer a series of **20 trivia questions** about the fictional Movie Palace Online movies lore—accessible by progressing through the Movie Palace online ARG at <u>moviepalaceonline.com</u>

Article IV: Conditions for designating and informing winners

For each trivia session, the two (2) Participant with the highest score, as recorded by the Discord bot, will be declared the Winner. In the event of a tie, additional rounds will be held until two Winners are

determined. Winners will be contacted via Discord within seven (7) days of the session to confirm acceptance of the prize and to provide shipping information.

Unsuccessful participants will not be notified individually.

Article V: Description of the prize

Each Winner will receive one Bloom & Rage Vinyl Soundtrack, valued at 40 Euros. The prize is strictly personal and nominative, non-transferable, and cannot be exchanged for cash or any other alternative.

The value indicated above corresponds to the public price, all taxes included, commonly practiced or estimated on the date of writing of these rules. It is given for information purposes only and is subject to variation.

The prize cannot be the subject of any dispute of any kind from the Winner. The prize awarded is strictly personal and nominative so that it cannot be transferred or sold to any third party; under no circumstances will it be subject from the Organizing Company to a refund in cash or to any exchange or remission of its total or partial equivalent value. It is non-transferable, and cannot be sold. However, in the event of force majeure, the Organizing Company reserves the right to replace all or part of the announced prize with any other prize of equivalent value.

Article VI: Delivery and use of the prize

The Organizing Company (or its designated subcontractor) will contact each Winner via Discord to obtain their shipping information. The Bloom & Rage Vinyl Soundtrack will be dispatched to the provided address within approximately fifteen (15) days after confirmation of prize acceptance.

It is specified that the Organizing Company will not provide any service or guarantee linked to the use of the prize, its only obligation consisting of the free shipping of the prize to the winner.

Article VII: Access to the Game Rules

These rules can be consulted and downloaded free of charge online at the following link: <u>https://de34i7k6qwgwc.cloudfront.net/contests/week8-contest.pdf</u>

It can also be sent free of charge to any person by making a written request, accompanied by a postal address, to the following address (hereinafter the "Address of the Game"): DON'T NOD ENTERTAINMENT – Service Marketing & Communication - 11 rue de Cambrai – Parc du Pont de Flandre – 75019 Paris.

In all cases, any incomplete or illegible request sent to an address other than that mentioned above or sent after the end of the Game, the postmark being taken as proof, will be considered void.

Article VIII: Compliance with the conditions of participation

Participation in the Game implies unreserved acceptance of these regulations in their entirety. The Organizing Company reserves the right to verify the accuracy of the data provided by Participants. Failure to comply with the conditions of participation set out in these regulations and, in general, any inaccurate or misleading declaration, any fraud, will result in the disqualification of the Participant. No telephone or written request will be answered regarding the interpretation or application of these rules, the mechanisms or terms of the Game as well as the name of the Winner.

The Organizing Company reserves the right, for any reason whatsoever, to shorten, extend, postpone or cancel the Game or to modify the conditions of access and/or the operating methods, subject to proceed by amendment to this rules.

Article IX: Intellectual property

The DON'T NOD[™], Lost Records[™] and Bloom And Rage[™] brands, as well as any communication media relating to the Game, remain the exclusive property of the Organizing Company.

The DISCORD[™] brand remains the exclusive property of the Discord Inc. company, which is not linked, directly or indirectly, to the organization of the Game.

Article X: Responsibilities

The responsibility of the Organizing Company is strictly limited to the dispatch of the prize actually and validly won and according to the conditions set out in these rules.

It is expressly recalled that the Internet is not a secure network. In this regard, participation in the Game implies knowledge and acceptance, by any Participant, of the characteristics and limits of the Internet, in particular with regard to technical performance, response times for consulting, querying or transferring information, the risks of interruption, and more generally, the risks inherent in 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 on the Internet network.

Consequently, the Organizing Company cannot be held responsible in particular for contamination by possible viruses or the intrusion of a third party into the terminal system of the Participants in the Game and declines any responsibility for the consequences of the connection of the Participants via the Page.

In particular, the Organizing Company cannot be held responsible for any damage caused to Participants, their computer equipment and the data stored there, as well as any consequences that may result from this on their personal or professional activity. It is up to all Participants to take all appropriate measures to protect their own data and/or software stored on their computer equipment against any attack. The connection of any person to the Page and their participation in the Game is done under their entire responsibility.

The Organizing Company also disclaims any liability in the event of a malfunction of the Internet network, telephone lines or reception equipment preventing the smooth running of the Game.

The Organizing Company cannot be held responsible in the event that one or more Participants are unable to connect to the Page or compete due to any problem or technical defect linked in particular to network congestion.

The Organizing Company cannot ultimately be held responsible for any damage caused to third parties or to the rights of third parties by the Participants. Given the characteristics of the Internet network, such as the free capture of the information disseminated and the difficulty, or even the impossibility, of controlling the use which could be made without its knowledge by third parties, the Organizing Company cannot be held responsible for any fraudulent use of the Winner's connection or prize allocation rights, unless the existence of gross negligence can be demonstrated.

The Organizing Company will make its best efforts to allow access to the Game on the Page at any time, without being under any obligation to achieve this. The Organizing Company may, at any time, in particular for technical reasons or any reason for updating or maintenance, interrupt access to the Page. The Organizing Company will in no way be responsible for these interruptions and their consequences.

In addition, the Organizing Company cannot be held responsible under any circumstances in the event of poor functioning of the Internet network, delivery problems or loss of postal or electronic mail as well as any damage resulting from postal services.

Generally speaking, the Organizing Company may cancel all or part of the Game if it appears that fraud has occurred in any form whatsoever, in particular electronically in the context of participation in the

Game or determination of the Winner. In this case, it reserves the right not to award the prize to a fraudster and/or to prosecute the perpetrators of this fraud before the competent courts. However, it cannot incur any liability of any kind towards Participants due to any fraud committed.

It is understood that if the Game is offered via one or more "social media" type platforms, the companies operating these platforms are neither partners, nor guarantors, nor linked in any way to the Organizing Company or to the Game.

Article XI: Force majeure

The responsibility of the Organizing Company cannot be incurred, in general, in the event of force majeure or fortuitous event beyond its control (in particular technical problems, etc.) disrupting the organization and management of the Game, such that it would be shortened, extended, postponed, modified or cancelled.

Force majeure means any unforeseen, insurmountable event beyond the control of a person capable of releasing them from their responsibility or releasing them from their commitments, according to the case law of the Court of Cassation.

Article XII: Personality Attributes

By the sole reason of their participation in the Game, each of the Winners authorizes, free of charge, the Organizing Company to use their name, pseudonym, first name(s), image as well as, where applicable, all other attributes of their personality, as soon as they have been made available to the Organizing Company as part of its participation in the Game, for the purposes of communication relating to the Game exclusively, by all digital and/or analog processes, on all media, for the entire world and for a period of five (5) years from the end of the Game.

Article XIII: Personal data protection

The personal data communicated by the Participants may be subject to process by the Organizing Company, responsible for this processing of personal data.

The personal data collected as part of the Game are intended to be processed in order to manage participation in the Game, to communicate about the Game within the limits provided for in Article XII of the regulations, to contact the Winner, in pursuit of the legitimate interests of the Organizing Company, or in order to respond to any request from any data subject. The Organizing Company is the only one with the right of access to the recorded data, which is not intended to be transmitted outside the European Union.

The Organizing Company will retain personal data only for the period necessary to pursue the purpose of the processing set out above, and in accordance with the applicable regulations.

In accordance with Law No. 78-17 Informatique et Libertés of January 6, 1978, as amended and EU Regulation 2016/679 known as the General Data Protection Regulation, Participants have the right to object to the personal data processing. However, in the event that a Participant exercises his right of opposition, he will see his participation automatically cancelled, his personal data being necessary for the management of his participation.

Participants also have a right of access, rectification, deletion, limitation or portability of personal data by writing to the Address of the Game, or <u>privacy@dont-nod.com</u>. Everyone also has the right to lodge a complaint with a supervisory authority.

In accordance with French Law No. 2004-575 of June 21, 2004, for "Confidence in the Digital Economy", Participants may express their consent to the personal data being used for commercial prospecting

purposes by the Organizing Company by email, by checking the box provided for this purpose in the form accessible online.

Article XIV: Dispute resolution, applicable law and attribution of jurisdiction

If one or more provisions of these rules were declared null and/or not applicable, the other provisions would retain their full force and scope.

Participants acknowledge without reservation that the simple fact of participating in the Game obligatorily subjects them to French laws, in particular for any dispute which may arise as a result of the Game which is the subject of these present rules, or which would be directly or indirectly linked to it, without prejudice of any conflict of law rules that may exist.

Any dispute arising from the Game will be the subject of an amicable settlement between the Organizing Company and the Participant. No dispute will be admissible two (2) months after the closing of the Game. In the absence of any settlement, the dispute will be submitted to the materially competent courts within the jurisdiction of the Paris Court of Appeal and in accordance with the provisions of the French Code of Civil Procedure.