FOCUS ENTERTAINMENT SWEEPSTAKES RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. IT IS ILLEGAL TO GIVE ANY ADVANTAGE TO BUYERS IN A SWEEPSTAKE.

Contest or competition: for the purpose of the following rules, means a procedure for distributing anything of value by lot or chance. No skills are required. All procedures are solely games of chance. **Under any applying laws of the United States of America, contest or competition referred hereafter means sweepstakes under these terms and conditions.**

This contest or competition is in no way sponsored, supported, managed, or associated with Meta (Facebook, Instagram and Threads), X corp (X, formerly known as X) and Bluesky PBLLC (Bluesky). This contest or competition releases Meta and X Corp. from all liability.

Preamble

These general terms and conditions (hereinafter the "Rules") apply to all the competitions, contests and other promotional activities ("the Sweepstake(s)") organized by Focus Entertainment and/or its subsidiaries or its affiliated companies ("the Organiser").

Each Sweepstake shall also have specific terms and conditions. The nature of the Sweepstake, its entry requirements, the opening/closing dates of the Sweepstake, the nature of the prizes and their delivery process and all necessary and mandatory information concerning a specific Sweepstake are mentioned in the Specific Terms for the related Sweepstake indicated hereafter at the end of these Rules.

By participating in the Organiser's Sweepstakes, the Participant will have to agree that he will be legally bound by these Rules and the Specific Terms indicated here below. Failure to comply with these Rules and the applicable Specific Terms will automatically render your entry to such Sweepstake as void.

The Organiser may withdraw or amend any part of this Rules or Specific Terms at any time by posting a new message on Organisers Facebook, X, Instagram accounts ("Accounts") or Organiser's forums or by email.

1. **Organiser**

Sweepstakes are organised by Focus Entertainment, a French public company entered on the Paris Trade and Companies Registered under number 399 856 277, having its registered office at Parc du Pont de Flandre, Bâtiment 28 "Le Beauvaisis", 11 rue de Cambrai – 75019 Paris (France).

2. **Eligibility**

Unless expressly stated in the Specific Terms below, Sweepstakes are open only to residents of the following countries: THE UNITED STATES, CANADA (EXCLUDING QUEBEC), AUSTRIA, BELARUS, BELGIUM, BULGARIA, CROATIA, CZECH REPUBLIC, DENMARK, EGYPT, ESTONIA, FINLAND, FRANCE, GERMANY, HUNGARY, ICELAND, ISRAEL, ITALY, KAZAKHSTAN, LATVIA, LITHUNIA, LUXEMBOURG, MALTA, NORWAY, POLAND, ROMANIA, SERBIA, SLOVAKIA, SLOVENIA, SOUTH AFRICA, STATE OF QATAR, SWITZERLAND, TUNISIA, TURKEY, THE UNITED KINGDOM, UKRAINE, HONG KONG, SOUTH KOREA, MACAU, TAIWAN AND THAILAND.

All Sweepstakes are open to any person over 18 years old ("the Participant"), excluding residents of countries where language translation of these Rules is required, where publication and bounding of promotions is required, and where otherwise restricted or prohibited by law.

In any case, where Sweepstakes are open to persons under the age of 18, these persons shall be requested that they have obtained approval from their parent(s) for participation in the Sweepstakes. Organiser may request a written statement from Participant parent or legal guardian that they have read and agreed to the present Rules and any additional eligibility requirements that may be mentioned for each Sweepstakes in the Specific Terms.

Focus Entertainment its employees and their immediate families, participating agents (including, but without limitation: parents, spouse, siblings, children, grandparents, stepparents, stepchildren and their respective spouses) and their associated companies, their employees and their immediate families, are ineligible to enter.

The Organiser reserves the right to verify the validity of entries and to disqualify any entry which, in the opinion of the Organiser, includes objectionable content, profanity, potentially insulting, inflammatory or defamatory statements, any content which infringes the rights of another person (including intellectual property rights or rights of privacy or confidentiality), disqualify any entrant who tampers with the entry process, who submits an entry that is not in accordance with these Rules or who has, in the sole opinion of the Organiser, engaged in conduct in relation to the Sweepstakes which is unlawful, fraudulent, misleading, deceptive, improper or generally damaging to the goodwill or reputation of the Sweepstakes and/or Organiser. The Organiser reserves the right to disqualify a winner if the Organiser becomes aware that the winner and/or the winner's entry is of a type described in this clause. Incomprehensible, incomplete and/or otherwise indistinguishable entries will be deemed invalid.

3. Entry

Rules may vary from a Sweepstakes to another, please refer to the Specific Terms below to check a Sweepstake's own entry requirements as specified therein.

In addition to specific requirements for each platform or social networks on which Participant enters, the following general requirements apply to all Participants:

- Follow the instructions by clicking on the Contest Message in any case;
- Become a fan of the Facebook Page if the Participant participates on Facebook;
- Follow the X Account if the Participant participates on X;
- Follow the Instagram Account if the Participant participates on Instagram;
- Follow the Threads Account if the Participant participates on Threads;
- Follow the Bluesky Account if the Participant participates Bluesky
- Register on the forum if the Participant participates on a forum;
- Complete form on the website if the Participant participates on a website.

There is a maximum of one entry per X account, Instagram Account, Facebook Account, Threads Account, Bluesky Account or classic participation (same nickname, same name, same email or postal address). Participating multiple times from the same account is not allowed. Accordingly, the use of any automated entry software or any electronic means that permits any person to enter any Sweepstake repeatedly is prohibited.

However, unless specified otherwise in the Specific Terms indicated below, Participants may participate to a Sweepstake through as many platforms or social networks on which Participant may enter.

Any Participant shall provide accurate and complete information when participating in the Sweepstake. The Organiser reserves the right to verify the validity of any entry, and to reject any entries that are incomplete or otherwise deficient.

Accordingly, the Organiser may request a winner, before presenting the award or prize, to provide proof of their identity and residence information previously provided by the Participant.

4. Prizes

The nature of the prizes and their values are mentioned in the Specific Terms indicated below. One candidate can win only one prize at once.

The Organiser reserves the right to substitute the prize (in whole or in part) with a prize of equal or greater monetary value or a cash prize of equal value where the circumstances require such (notably but not limited to the case where custom taxes and other charges pertaining to the prize delivery are unreasonably expensive for the Organizer). No cash or credit alternatives will be offered, and the prize is not transferable.

Unless otherwise expressly stated in the Contest Message and/or Specific Terms, Participants' names will be entered into a draw for the prize. The name of the winner will be randomly drawn at the Organiser’s place.

Taxes and all other charges, costs or other expenses associated with the receipt or use of the prize are of the sole responsibility of the winner.

If for any reason a winner does not take the prize or an element of the prize within the timeframe stipulated in the Specific Terms indicated below by the Organiser, then the prize or that element of the prize will be forfeited and a redraw will occur. If any prize (or part of any prize) is unavailable, the Organiser, at its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to equal value and/or specification.

All payments (if any) made to the winner shall be proceeded through PayPal. Therefore, the winner must create and communicate to the Organiser its PayPal account details without delay after Notification of the victory. Should the winner not have an active PayPal account, they forfeit the prize entirely.

Without limiting any other section of these Rules, it is a condition of accepting the Prize that the winner: a) must comply with all the conditions of use of the Prize and the Prize supplier’s requirements; and b) may be required to sign a legal release in a form determined by the Organiser in its absolute discretion and c) expressly accept that the Organiser has the right to publicise the names, characters, likenesses, social media handles, statements, photographs or voices of any Participants to the

Sweepstake for marketing, advertising and/or for publicity purposes worldwide and in all forms of media, without limitation and without any compensation.

5. Notification

The winner(s) will be notified by private message on X, Facebook, Instagram, Threads, Bluesky or on forums, or by e-mail. The winner(s) must claim the prize within 7 days of the date of notification.

The prize(s) will be sent to the winner(s) within two weeks after the winner(s) have accepted their prize, or as soon as the prize is available. Specific delivery options shall be detailed in the Specific Terms indicated below or by email to the winners. Should any Participant's contact details change during the Sweepstake period, it is the Participant's responsibility to notify the Organiser. A request to access or modify any information provided in an entry should be directed to the Organiser.

Should a winner fail to respond or claim the prize within 7 days of the date of notification or if the prize notification is returned as undeliverable, potential winner will be disqualified and time permitting, an alternate winner may be selected at Organiser's sole discretion.

6. Liability

To the extent permitted by law, the Organiser, its officers, employees, agents, representatives and related bodies corporate shall not be liable for any claims, costs, expenses, personal injury, death, loss (including loss of opportunity) or damage whatsoever (including but not limited to indirect or consequential loss or damage) suffered, sustained or incurred (including but not limited to arising as a result of any negligent act or omission) as a result of, or arising out of, or in any way connected with:

a) any Sweepstake (including participation or attempted participation in the Sweepstake);
b) the Prize (including use or attempted use of the Prize and/or assembly or attempted assembly of the Prize);
c) any technical difficulties or equipment malfunction (whether or not under the Organiser 's control), notably impeding access and/or registration on Focus Entertainment's accounts, and/or to complete/register and send the entry form if any, and more widely to participate in any Sweepstake;
d) any theft, unauthorised access or third-party interference;
e) any entry that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Organiser);
f) any Prize that is late, lost, damaged or misdirected in transit; and/or
g) the non-compliance with third party websites (such as Facebook, X, Instagram, Threads and/or Bluesky) terms and conditions.

Without limiting these Rules, the Organiser is not responsible for any incorrect or inaccurate information, either caused by the Participant or for any of the equipment or programming associated with or utilised in any Sweepstake, or for any technical error, or any combination thereof that may occur in the course of the administration of any Sweepstake. If for any reason a Sweepstake is not capable of running as planned, including due to infection by computer virus, bugs, malware, tampering, unauthorised intervention, fraud, technical failures or any causes beyond the control of the Organiser, which corrupt or affect the administration, security, fairness or integrity or proper conduct of this Sweepstake, the Organiser reserves the right in its sole discretion to disqualify any individual who

tampers with the entry process, take any action that may be available, and to cancel, terminate, modify or suspend the Sweepstake, subject to any direction given under State Regulation as applicable.

In any case, neither the Organiser nor any other person or party associated with running this Sweepstake shall be liable for any indirect loss or damage whatsoever or any loss of profits suffered in connection with any Participant's participation in this Sweepstake.

7. Intellectual Property Rights

Pursuant to laws in force governing literary and artistic property, reproduction and representation in whole or in part of the elements comprising the Sweepstake are strictly prohibited. All brands and trademarks cited are the sole property and or are registered by their respective owners.

8. Personal Data

The Organiser is collecting and processing the Participant's personal information for the purposes of conducting and promoting the Sweepstake (including but not limited to determining and notifying winners). The Participant's personal information (full name, postal address, social media names) may be disclosed to representatives and agents acting on behalf of the Organiser or assisting the Organiser in the administration or promotion of any Sweepstake, including Prize suppliers and deliverers.

Entry is conditional on providing social media names. Delivery of the Prize is conditional on providing full name and postal address. Participants consent to the Organiser using the Participant's personal data for a period no longer than 2 months after the end of the related Sweepstake for the purpose of the administration, promotion, and organisation of such Sweepstake only.

All personal data collected in the framework of a Sweepstake shall be processed by the Organiser as data controller pursuant to the EU General Data Protection Regulation of April 27th, 2016 (hereinafter referred to as the "GDPR").

Pursuant to the GDPR, each Participant has, among others, rights of access to and rectification or erasure of their personal data and to restrict or object to its processing, as well as the right to data portability, which they can exercise at any time by making a written request to the following address: personaldata@focusent.com Participants also have the right to lodge a complaint about the processing of their personal data with the competent supervisory authority, such as the French Data Protection Authority (Commission Nationale de l'Informatique et des Libertés). Where the processing of personal data is based on consent, Participants have the right to withdraw their consent at any time.

For more information about how the Organiser may process Participant's data and all rights associated to it, please refer to Focus Entertainment General Data Protection Policy.

9. General terms

The Organiser reserves the right to cancel or postpone the Sweepstake without liability upon the occurrence of events or circumstances beyond its control. The Organiser is entitled to disqualify and to take such other action as may be appropriate, any Participant or winner who, in Organiser's reasonable view, has or may have tampered or interfered with the entry process, violated these Rules

and/or Specific Terms, or acted in an unsportsmanlike or disruptive manner. All Organiser's decisions relating to the Sweepstake and/or the award of prizes are final, and no correspondence will be entered.

10. Restrictions

As gambling and/or some kind of Sweepstake might be prohibited in some territories subject to certain conditions by national laws, each Specific Terms may specify applicable restrictions in order to comply with these national laws. Under no circumstances shall the Organiser be held liable if the Participant does not comply with these restrictions.

11. Applicable law

These Rules shall be governed by French law. Any dispute which cannot be resolved amicably shall be referred before the competent courts of Paris, France.

SPECIFIC TERMS FOR A *BANISHERS: GHOSTS OF NEW EDEN* COLLECTOR'S EDITION SWEEPSTAKES

1. Entry

The Sweepstake is open on the following social networks: Facebook, X, Threads, Bluesky.

To enter the Sweepstake, you must:

- follow the Focus Entertainment page on Facebook, like the publication of the Sweepstake and share the publication of the Sweepstake; and/or
- follow the Focus Entertainment account on X and retweet/repost the publication of the Sweepstake; and/or
- follow the Focus Entertainment account on Threads, like the publication of the Sweepstake and repost the publication of the Sweepstake; and/or
- follow the Focus Entertainment account on Bluesky, like the publication of the Sweepstake and repost the publication of the Sweepstake;

2. Odds of winning

Each entry is separate and increases the odds of winning for the participant. A Participant may participate on Facebook AND on X AND on Instagram AND on Threads AND on Bluesky. A participant gets five times more chances to win the Sweepstake if he/she participates through Facebook, X, Instagram, Threads and Bluesky compared to participating on only one network.

Start of the Sweepstake: 14 February 2024 at 6:00 PM CET.

End of the Sweepstake: 23 February 2024 at 4:00 PM CET.

3. Prize

The prize is composed of:

- 1 Collector's Edition of Banishers: Ghosts of New Eden
    - Value: 199.99€ (one hundred ninety nine euros and ninety nine cents)
- 1 digital key of the game *Banishers: Ghosts of New Eden* on the platform of the choice of the winner (PS5, Xbox Series X|S, PC)
    - Value: 49.99€ (forty-nine euros and ninety-nine cents)

4. Selection of the winner, notification and Prize delivery

All the Participants for each social network are gathered together and given a number. One number will be randomly drafted at the end of the Sweepstake Period.

The name associated to that number designates the winner, subject to the condition that the concerned Participant is fully compliant with the Rules of the Sweepstake.

Focus Entertainment will contact the winner through the social network the winner used to participate and announced their win on such related social network. The prizes are sent through standard shipment from Paris, France. The delivery might take up to several weeks to arrive depending on the country of the winner. The winner shall communicate their personal postal information to the Organiser upon request.

In the event that a winner does not claim his/her prize, his/her prize will be forfeited, and a new draw will be held in accordance with this section.