

## **RULES OF THE GAME**

### **QUANTIC STREAM CONTEST OF 4 MARCH 2021**

#### **1. Organising company**

**QUANTIC DREAM**, a French public limited company with a capital of 1,405.390 euros, having its registered office at 56, Boulevard Davout - 75020 Paris - France, registered in the Paris Trade and Companies Register under number B 412 332 686, (hereinafter the "Organising Company"), is organising a game with no obligation to purchase entitled "**QUANTIC STREAM CONTEST**" (hereinafter "the Game") on **THURSDAY 4 MARCH 2021 from 8:00 pm to 10:00 pm (PARIS CET)**, during the broadcast of the program "Livestream Quantic Dream" on the Quantic Dream Twitch channel (hereinafter "the Livestream Program").

#### **2. Conditions of participation**

The Game is open exclusively to natural persons who have reached the age of majority in their country of residence and who are followers and/or subscribers to the official Twitch channel of the Organising Company, and who are resident in AUSTRIA, BELGIUM, BULGARIA, CROATIA, CZECH REPUBLIC, DENMARK, ESTONIA, FINLAND, FRANCE, GERMANY, GREECE, HUNGARY, ICELAND, IRELAND, ITALY, LATVIA, LITHUANIA, LUXEMBOURG, MALTA, NETHERLANDS, NORWAY, POLAND, PORTUGAL, ROMANIA, SLOVAKIA, SLOVENIA, SPAIN, SWEDEN, SWITZERLAND, UNITED KINGDOM, USA, CANADA, AND IN THE COUNTRIES OF LATIN AMERICA AND THE CARIBBEAN, excluding employees of the Organising Company and its affiliated companies and members of their families. The participant authorises all verifications concerning his or her identity.

Participation is limited to one per person and per household.

Participation in the Game implies for all participants the full and unreserved acceptance of these rules. Failure to comply with these rules will result in the automatic cancellation of participation and the possible awarding of the prize.

#### **3. Terms and conditions of participation**

To participate, participants must:

- 1) meet the eligibility criteria set out in Article 2 above,
- 2) to be or become followers and/or subscribers of the Organising Company's Twitch channel (<https://www.twitch.tv/quanticdream>) at the time the Livestream Program is broadcast, i.e. on 04/03/2021 between 8 pm and 10 pm (Paris CET),
- 3) type a keyword in the Livestream Program's chat room which will be delivered by the host of the Livestream Program.

Participation is strictly personal and limited to a single Twitch account, it is forbidden to play from more than one Twitch account or with other people's accounts.

#### **4. Nomination of winners**

10 (ten) winners will be drawn at random (automatically) from among the eligible entrants according to the criteria in section 3 above. The draw will be made by the Organising Company during the broadcast of the Livestream Program (at the end of the Program).

Prizes are limited to one (1) per person.

## **5. Winner Information**

Winners will be notified of their win directly during the Livestream Program: at the end of the Program the draw will be made and the winners' Twitch usernames will be named live by the Program host. The winners will then be contacted by private message on Twitch within fifteen (15) days following the end of the Game. Each winner will have fifteen (15) days upon receipt of the message to send his/her postal address in order to receive the prize won.

Prizes returned as undeliverable or unclaimed (including, without limitation, in the absence of a reply from the winner to the aforementioned private message and/or failure to provide an exact postal address within one of the eligible countries referred to in section 2 above) will be lost. It is not the responsibility of the Organising Company to carry out any research in order to find the winner. The Organising Company may, at its sole discretion, decide to award the prize to another winner of the draw in question. The initial winner may not claim any compensation or indemnity.

## **6. Prizes in play**

Participants have the possibility to win the following prizes:

- for the first 3 drawn at random:

1 (one) box of the game "Sea of Solitude: The Director's Cut" (Nintendo Switch) signed by Cornelia Geppert (commercial value: €29.99 Inc. VAT/\$36.40) as well as 1 (one) packet of "Sea of Solitude: The Director's Cut" stickers (commercial value: €9.99 incl. VAT / \$12).

- for the next 7 drawn at random:

1 (one) packet of "Sea of Solitude: The Director's Cut" stickers (commercial value: €9.99 incl. VAT / \$12)

There will be no charge to the winners for the delivery of the prizes.

These prizes may not be contested, exchanged, modified or exchanged for cash by the winners.

The physical prize will be sent to the winner concerned at the postal address indicated by him/her to the Organising Company, within approximately twelve (12) weeks after the end of the Game.

## **7. Liability**

The Organising Company shall under no circumstances be held responsible for the content of a participation in the Game.

Furthermore, the Organising Company reserves the right to shorten, extend, postpone or cancel this Game at any time if circumstances so require or in the event of force majeure as defined by French law. It may not be held liable as a result thereof.

In the event of the unavailability of the prizes or events beyond its control that would make it impossible to deliver them, the Organising Company reserves the right to replace them with prizes of equivalent nature and value, without its liability being incurred as a result. The Organising Company may not be held liable if the prize does not reach the winner due to an error in the contact details provided by the winner or a reason beyond its control such as an error by the transport service provider in charge of delivering the prize.

Participation in the Contest implies, in particular, knowledge and acceptance of the characteristics and limitations of the Internet and, in particular, the lack of protection of

certain data against possible misappropriation or hacking, or the risks of contamination by possible viruses present on the network.

The Organising Company shall not be held liable in the event of technical malfunctioning of the Internet or social networks that do not allow participants to participate or winners to be contacted.

The Organising Company shall not be held liable if the winner does not appear before the deadline provided for in Article 5 of these rules.

Furthermore, the Organising Company shall not be held liable in the event of events of force majeure or fortuitous events beyond its control, partially or totally depriving participants of the opportunity to participate in the Game and/or the winner of the benefit of his/her winnings.

Finally, the Organising Company shall not be held liable for any incidents arising from the improper use of the prizes by the winners.

### **8. Cancellation of the Game, of the participations or of the delivery of the prizes**

The Organising Company may cancel, delete or request the deletion of any entry that does not comply with these rules and in particular with the terms of articles 2 and 3.

Furthermore, the Organising Company may cancel all or part of the Game or cancel the entries concerned if it appears that fraud has taken place in any form whatsoever, in particular by computer fraud, by setting up automatic entries (bots), in the context of participation in the Game. The Organising Company may use "anti-bots" to exclude any automated participation from the draw. In this case, it reserves the right not to award the prize to fraudsters, to recover the prize if the fraud is discovered after it has been awarded and/or to prosecute the perpetrators and/or accomplices of such fraud before the competent courts.

### **9. Personal data**

In accordance with Regulation 2016/679 of 27 April 2016 (GDPR) relating to the protection of individuals with regard to the processing of personal data and the free movement of such data, the Organising Company, in its capacity as data controller, collects and processes, in the context of the Game, personal data on participants in order to manage the entries, proceed with the designation of the winners, contact the winners and send them the prizes.

In particular, participants and winners will be required to provide certain personal data concerning them, including (without this list being exhaustive) their Twitch username or, for winners, their full name and postal address so that the prize can be sent to them. This data is intended for the personnel of the Organising Company and its possible subcontractors.

Certain data may also be made available to public bodies, court officials, judicial officers, in order to comply with any laws or regulations in force, to which the Organising Company would be obliged to respond (judicial or administrative request).

It is specified that the data will not be used by the Organising Company to send information and other commercial offers but only for management purposes within the framework of the Game.

This personal data is electronically archived by the Organising Company and will be kept for the time necessary to achieve the purposes of the Game and for the legal retention and prescription period.

The Organising Company shall make available to participants and winners a [Privacy Policy](#) specifying all information relating to the use and processing of personal data collected by it in the context of the Game and the rights they have with regard to such personal data.

In accordance with the GDPR, participants and/or winners have the right to:

- to access their data,
- to correct, update or complete their data when they are inaccurate, misleading, incomplete or out of date,
- to delete their information ("right to forget"),
- to oppose or limit the processing of their personal data,
- to request data portability.

In order to exercise these rights, the applicant will have to send his or her request:

- by e-mail to the following address: [privacy@quanticdream.com](mailto:privacy@quanticdream.com)

or

- by post: Quantic Dream, 56 boulevard Davout, 75020 Paris (France)

and attach a copy of his identity card or document of equivalent value.

The Organising Company has appointed VIRTUAL DPO as an outsourced Data Protection Delegate. If they have any questions, participants and/or winners can go directly to the delegate's website [www.virtual-dpo.fr](http://www.virtual-dpo.fr) or [www.mondelegueauxdonnees.fr](http://www.mondelegueauxdonnees.fr).

Participants and/or winners may also address any complaints to the national supervisory authority in their country (such as the CNIL for French residents).

As the processing of the aforementioned personal data is necessary to take into account the participation and, where applicable, to award the prize, each participant is informed that failure to communicate his/her data, or the exercise of a right resulting in the deletion of his/her data before the end of the Game or before the award of the prize, will result in the impossibility of taking into account his/her participation or awarding the prize.

Participants acknowledge that Twitch processes and uses the data of its users in accordance with its own data protection guidelines. The Organising Company has no influence on the processing of data by Twitch and is not in a position to control it.

## **10. Miscellaneous**

Participation in this Game implies full and complete acceptance of these rules.

No telephone enquiries regarding the terms and conditions of the Game or the interpretation of these Rules will be answered.

Any difficulty in the interpretation or application of these Rules will be settled by the Organising Company in accordance with French law. No dispute or claim will be considered after a period of one (1) month following the closing date of the Game.

## **11. Applicable law and competent courts**

The Game and these Rules are governed exclusively by French Law. In the event that these Game Rules are translated and differences appear between these versions and the French version of these rules, only the French version shall prevail.