

WHERE'S ASTRO BOT TERMS AND CONDITIONS

Anyone participating in or wishing to participate in the "Where's Astro Bot" Social Campaign (this "**Promotion**") is referred to in these Terms and Conditions as an "**Entrant**". Participation in this Promotion constitutes the Entrant's full and unconditional agreement to accept and abide by these Terms and Conditions.

1. PROMOTION

This Promotion is sponsored by Sony Interactive Entertainment Singapore Private Limited (UEN No. 201914138Z) (the "**Sponsor**").

2. PROMOTION PERIOD

This Promotion begins on September 6th, 2024 at 12:00:00 am Singapore time zone and ends on September 12th, 2024 at 23:59:59 pm Singapore time zone (the "**Promotion Period**"). All timings are based on the Singapore time zone on the Sponsor's servers. Entrants to this Promotion outside of Singapore time zone must check their Participating Country/Region's corresponding local time.

3. ELIGIBILITY

This Promotion is only open to Entrants who meet the eligibility requirements listed below as at the start of the Promotion Period:

- a. An individual who: (i) is a legal resident of the Participating Countries/Regions (as defined below); and (ii) is at least eighteen (18) years old and the legal age of majority in the individual's place of residence at the time of entry.

If any person is or will be under the age of legal majority where they live at the start of the Promotion Period, (i) they must obtain permission from their parent or legal guardian in order to participate in this Promotion; and (ii) their parent or guardian must agree to these Terms and Conditions on their behalf. The Sponsor may ask for written proof of the parent or legal guardian's permission and agreement as a condition of awarding any Prize to a person who is under the age of legal majority.

"Participating Countries/Regions" mean each of the following: Singapore, Malaysia, Thailand, Indonesia, and the Philippines.

- b. **Exclusions:** Employees of the Sponsor and each of its parent companies, subsidiaries, affiliates, and advertising and promotion agencies (collectively, "**Promotion Entities**") and each of their immediate family members (e.g., spouse, parent, child, sibling, and their respective spouses and the "steps" of each, regardless of where they reside) and persons living in the same household of each, whether or not related, are not eligible to enter this Promotion or win any Prizes. This paragraph is void where prohibited or restricted by applicable law.

4. HOW TO ENTER

- a. To participate in this Promotion, Entrants are required to do the following during the Promotion Period:

A. Entrants must follow PlayStation Asia on Facebook and/or Instagram (@PlayStationAsia)
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B. Entrants must complete and submit the registration form titled Where's Astro Bot included in PlayStation Asia's official Facebook or official Instagram contest post. Contestants need to submit the following information in the form to participate:

- Find ASTRO in the "Where's Astro Bot" picture posted on PlayStation Asia social channels, take a screenshot with ASTRO circled or highlighted, and upload the screenshot to the form.
- Answer a multiple-choice question: "How many of the below Special VIP bots can you spot in this visual?"
- Answer a question: "Which is the first VIP bot in ASTRO BOT that you want to rescue and why?"
- Submit details such as Facebook and/or Instagram username, full name, and email address.

- Entrants are not allowed to (i) change their Facebook or Instagram accounts used for submitting their entry after submission or (ii) use more than one Facebook or Instagram account or multiple identities.
- For the purposes of this Promotion, the Sponsor may contact Entrants by Facebook or Instagram Direct Message, at the Facebook or Instagram accounts associated with the Entrant's submission at the time of entry. All information collected from the Entrants shall be used for this Promotion only.
- By participating in this Promotion and posting and submitting an entry, (i) each Entrant authorizes and agrees to provide the Sponsor and its affiliates the right to use, edit or share such entry anonymously in other social media or marketing materials in the future without payment/prior notice to the Entrant (on the understanding that this does not constitute consent by the Entrant to any direct marketing without a positive opt-in) and the Entrant irrevocably waives all moral rights in such entry (or where such waiver is not permitted by law, the Entrant irrevocably waives the right to exercise their moral rights with regard to such entry); and (ii) each Entrant agrees that, if their entry is subject to the rights of third parties, the Entrant shall be solely responsible for obtaining clear and unambiguous prior consent from such third parties as a requisite for such entry to be valid in this Promotion.
- Entrants are required to provide correct information. If any information provided by an Entrant is found or suspected by the Sponsor to be incorrect or incomplete, their entry shall be disqualified without notice. If any fraud or abuse by an Entrant is found or suspected by the Sponsor, or if any entry does not comply with these Terms and Conditions or is deemed to be of poor quality, incomplete, illegible, incomprehensible, misleading, deceptive, defamatory or otherwise inappropriate in the opinion of the Sponsor, the Sponsor reserves the right to disqualify that Entrant's participation entry without notice and to take any necessary legal action.
- IMPORTANT:** Message and data rates may apply if an Entrant enters this Promotion on their mobile device. Entrants should consult their mobile provider's pricing plans. Mobile entry is not required to enter or win a Prize in this Promotion.

5. WINNING CRITERIA

- a. The best entries shall be judged by the Sponsor based on the correct answers to the questions in the registration form and creativity and constructive elements.
- b. The top 10 winners who are judged by the Sponsor to have submitted the best entries shall be rewarded with the following prizes ("Prizes"):

PRIZE TIERS	PRIZE DESCRIPTION	PRIZE QUANTITY
1 st Prize	One Limited Edition Astro Bot DualSense wireless controller and a set of Astro Bot merchandise (1 Enamel Pin Badge Set, 1 Captain Astro Notebook, 1 Captain Astro bag tag plush)	1 set per winner
2 nd – 10 th Prize	One set of Astro Bot merchandise (1 Enamel Pin Badge, 1 Captain Astro Notebook, 1 Captain Astro bag tag plush)	1 set per winner

- c. **Entry Limit:** Multiple entries by the same Facebook or Instagram account are allowed, though only one of the entries (if multiple entries are submitted by the same Entrant) will be judged per Entrant. If the Sponsor finds or has reason to suspect that an Entrant is using multiple identities to participate in this Promotion, then the Sponsor reserves the right to disqualify that Entrant, and that Entrant will not be eligible to win any Prize from this Promotion.
- d. All winners will be announced on PlayStation Asia's official Facebook (<https://www.facebook.com/PlayStationAsia/>) and official Instagram (<https://www.instagram.com/playstationasia/>) contest post on September 27th, 2024 Singapore time zone.

6. HOW TO CLAIM A PRIZE

- a. All potential winners will be notified directly by the Sponsor via Facebook or Instagram Direct Message or email by September 27th, 2024 Singapore time zone. Philippine-based winners will also be notified via registered mail (or other forms of communication wherein proof of notice or service can be verified).
- b. Failure by a potential winner to provide all required information in their reply by return within 14 days of the notification may result in forfeiture of that winner's right to claim their Prize, and may result in the Prize being awarded to an alternate winner, if time permits. A redraw will be conducted where required by applicable law.

If a potential winner is disqualified, found to be ineligible or not in compliance with these Terms and Conditions, or declines to accept a Prize, the Prize may be forfeited. If a Prize is forfeited, the Prize may be awarded to an alternate winner. If, after a good-faith attempt, the Sponsor is unable to award or deliver a Prize, the Prize may not be re-awarded. Any portion of a Prize not accepted by a winner will be forfeited.

- c. Each winner shall be solely responsible for payment of any and all applicable federal, state, and local taxes for their Prize won. All other costs and expenses not expressly set forth herein shall be solely each winner's responsibility. The Prizes will only be awarded to a winner whose eligibility is verified by the Sponsor.
 - i. Winners who reside in the Philippines and win a Prize valued at above PHP 10,000 will be required to pay 20% final withholding tax as a condition to receiving the Prize.
 - ii. Winners who reside in Thailand and win a Prize valued at above THB 1,000 will be required to pay 5% withholding tax as a condition to receiving the Prize.
- d. The Sponsor will attempt to notify each potential winner as set forth above or as otherwise required by law, but the Sponsor is not responsible for any undelivered messages, including without limitation messages or e-mails that are not received because of a winner's privacy or spam filter settings which may divert any Promotion message or e-mail, including any winner notification message or e-mail, to a spam or junk folder.
- e. The Sponsor will aim to deliver the Prizes to the winners at their local addresses in the Participating Countries/Regions (PO Boxes not permitted) by November 27th, 2024. Prizes that are unclaimed, unredeemed, or returned as undeliverable will not be awarded or re-delivered. The Sponsor shall not be held responsible for any delays in awarding or delivering the Prizes for any reason. If any Prizes are lost, stolen or damaged after being received, they will not be replaced.
- f. Prizes are non-transferable, and no Prize substitution, exchange or cash equivalent will be allowed, except by the Sponsor, who reserves the right to substitute a Prize of equal or greater value in case of unavailability of a Prize or force majeure.

7. LIMITATION OF LIABILITY

NOTHING IN THESE TERMS AND CONDITIONS SHALL EXCLUDE OR IN ANY WAY LIMIT THE LIABILITY OF THE SPONSOR FOR FRAUD, WILLFUL MISCONDUCT, DEATH OR PERSONAL INJURY CAUSED BY ITS NEGLIGENCE, OR ANY OTHER LIABILITY TO THE EXTENT SUCH LIABILITY MAY NOT BE EXCLUDED OR LIMITED AS A MATTER OF LAW.

With the exception of the foregoing, to the extent permitted by law, the total liability of the Promotion Entities and each of their respective affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfilment and marketing agencies, website providers and each of their respective officers, directors, stockholders, employees, representatives, designees and agents (collectively, "**Released Parties**") shall not exceed SGD 100 (or the local currency equivalent).

The limitation of liability in this clause applies to every kind of liability of the Released Parties, arising under or in connection with this Promotion and/or these Terms and Conditions, including but not limited to liability in contract, tort (including negligence), misrepresentation or otherwise.

To illustrate, this clause applies to any liability arising from or in connection with the following non-exhaustive events:

- a. lost, late, incomplete, stolen, misdirected, postage due or undeliverable e-mail/text notifications or postal mail;
- b. any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections, or availability;

- c. garbled, corrupt or jumbled transmissions, service provider/network accessibility, availability or traffic congestion;
- d. any technical, mechanical, printing or typographical or other error;
- e. the incorrect or inaccurate capture of registration information or the failure to capture, or loss of, any such information;
- f. any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction or unauthorized access to this Promotion;
- g. any injury or damage to any person's computer related to or resulting from participating in this Promotion and/or accepting a Prize;
- h. entries that are late, forged, lost, misplaced, misdirected, tampered with, incomplete, deleted, damaged, garbled or otherwise not in compliance with these Terms and Conditions;
- i. any unanswered or undeliverable winner notifications;
- j. this Promotion, including, but not limited to, any Promotion-related activity or element thereof, and the Entrant's entries, participation or inability to participate in this Promotion;
- k. any violation or infringement of privacy or intellectual property rights of any kind;
- l. acceptance, attendance at, receipt, travel related to, participation in, delivery of, possession, defects in, use, non-use, misuse, inability to use, loss, damage, destruction, negligence or willful misconduct in connection with the use of a Prize (or any component thereof);
- m. any change in the prizeing (or any components thereof);
- n. human error;
- o. any wrongful, negligent, or unauthorized act or omission on the part of any of the Released Parties;
- p. lost, late, stolen, misdirected, damaged or destroyed prizeing (or any element thereof);
- q. the negligence or wilful misconduct or deliberate breach of these Terms and Conditions by the Entrant;
- r. cancellation, termination, modification and/or suspension of this Promotion;
- s. selection of winners.

If this Promotion is not capable of running as planned, whether due to governmental regulations or not, the Sponsor reserves the right to cancel, terminate, modify or suspend this Promotion (unless such cancellation, termination, modification or suspension is prohibited by competent licensing or other governmental authorities or applicable regulations) and/or to proceed with this Promotion, including the selection of a winner in a manner it deems fair and reasonable, including the selection of a winner from among eligible entries received prior to such cancellation, termination, modification or suspension. In no event will more Prizes be awarded than are stated in these Terms and Conditions. In the event that, due to technical, typographical, mechanical, administrative, printing, production, computer or other errors, there are more winners than are stated in these Terms and Conditions, a random drawing among the potential winners will be held to determine the winner.

WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THIS PROMOTION, INCLUDING THE PRIZES, IS, TO THE EXTENT PERMITTED BY APPLICABLE LAW, PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

8. DISPUTE RESOLUTION

THIS PROMOTION IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF SINGAPORE. ANY DISPUTE OR CLAIM ARISING UNDER OR IN RELATION TO THIS PROMOTION SHALL BE REFERRED TO AND FINALLY RESOLVED BY ARBITRATION ADMINISTERED BY THE SINGAPORE INTERNATIONAL ARBITRATION CENTRE ("SIAC") IN ACCORDANCE WITH THE ARBITRATION RULES OF THE SINGAPORE INTERNATIONAL ARBITRATION CENTRE ("SIAC RULES") FOR THE TIME BEING IN FORCE, WHICH RULES ARE DEEMED TO BE INCORPORATED BY REFERENCE HEREIN. THE PARTIES AGREE THAT ANY ARBITRATION COMMENCED PURSUANT TO THIS CLAUSE SHALL BE CONDUCTED IN ACCORDANCE WITH THE EXPEDITED PROCEDURE SET OUT IN RULE 5.2 OF THE SIAC RULES. THE SEAT OF ARBITRATION SHALL BE SINGAPORE. THE TRIBUNAL SHALL CONSIST OF ONE (1) ARBITRATOR, WHOSE APPOINTMENT SHALL BE MADE IN ACCORDANCE WITH THE SIAC RULES. THE LANGUAGE OF THE ARBITRATION SHALL BE ENGLISH.

9. PRIVACY

The personal data and other information collected and processed in connection with this Promotion will be collected and processed in accordance with the Sponsor's privacy policy, available at <https://www.playstation.com/legal/privacy-policy/>. Personal data may be passed to promotion partner(s) to enable such partner(s) to assist the Sponsor in administering this Promotion and fulfilling and awarding Prizes. By participating in this Promotion, each Entrant acknowledges that they understand the terms of the Sponsor's privacy policy and consents to the collection and processing of their personal data in accordance with the terms of the Sponsor's privacy policy and these Terms and Conditions (on the understanding that the foregoing does not constitute consent to direct marketing without a positive opt-in).

Entrants may request the Sponsor to delete their personal data, but doing so before this Promotion concludes may disqualify Entrants from participating in this Promotion. The Sponsor reserves the right to disqualify Entrants from this Promotion if any personal data provided by Entrants is false, inaccurate, or misleading.

10. PUBLICITY RIGHTS

Each winner agrees to allow the Sponsor and those authorized by the Sponsor the right to use, only as is necessary for the Sponsor to run this Promotion and to comply with any applicable regulations regarding publication of winners' details, their name, address (city and state), biographical information, likeness, Online ID, avatar, picture and other information and content provided in connection with this Promotion for promotion, trade, commercial, advertising and publicity purposes in all media worldwide including, but not limited to, on television and the Internet, without notice, review or approval and without additional compensation, except where prohibited by law and on the understanding that such winner is not consenting to any direct marketing without a positive opt-in. Notwithstanding the above, each winner is entitled to withdraw their consent under this paragraph at any time by notice to the Sponsor. A winner who withdraws their consent acknowledges that such withdrawal will not affect the Sponsor's obligations to publish winners' details to the extent required by law.

11. GENERAL

Any attempted form of participation in this Promotion other than as described herein is void. The Sponsor reserves the right to disqualify any Entrant found or suspected, in their sole and absolute discretion, to be tampering with the operation of this Promotion; to be acting in violation of these Terms and Conditions; or to be acting in an unsportsmanlike manner or with the intent to disrupt the normal operation of this Promotion. If it is discovered that a person has registered or attempted

to register more than once using multiple phone numbers, e-mail addresses, residential addresses, multiple identities, IP addresses, use of proxy servers, or like methods, all of that person's entries will be declared null and void and that person will not be awarded any Prize that they might have been entitled to receive. Any use of robotic, automatic, macro, programmed, third party or like methods to participate in this Promotion will void any attempted participation effected by such methods and the disqualification of the individual utilizing the same. Entrants and/or potential winners may be required to provide proof of identification and eligibility as required by the Sponsor. In the event of a dispute as to the identity of a winner, the winning entry will be declared made by the authorized account holder of the e-mail address submitted on the registration form associated with such entry. "Authorized account holder" is defined as the natural person who is assigned to an e-mail address by an Internet access provider, online service provider or other organization (e.g., business, educational institution) that is responsible for assigning email addresses for the domain associated with the submitted email address. Each Entrant may be required to show proof of being an authorized account holder.

CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.

If any provision of these Terms and Conditions or any word, phrase, clause, sentence, or other portion thereof should be held unenforceable or invalid for any reason, then that provision or portion thereof shall be modified or deleted in such manner as to render the remaining provisions of these Terms and Conditions valid and enforceable. The invalidity or unenforceability of any provision of these Terms and Conditions or the Prize documents will not affect the validity or enforceability of any other provision. No Entrant shall have the right to modify or amend these Terms and Conditions. The Sponsor's failure to enforce any term of these Terms and Conditions shall not constitute a waiver of that provision and such provision shall remain in full force and effect. All entries and/or materials submitted become the property of the Sponsor and will not be returned, provided that if the foregoing is void under applicable law, each Entrant agrees to waive the right to enforce any copyrights (including moral rights) in their entries and/or materials submitted in favour of the Sponsor's legitimate use of the content (including creation of and use in its derivative works). In the event of any conflict between the promotion details contained in these Terms and Conditions and the promotion details contained in any promotional materials (including but not limited to point of sale, television and print advertising, promotional packaging and other promotional media), the promotion details as set forth in these Terms and Conditions shall prevail.

The Sponsor reserves final rights if there is any dispute over the determination of the winner(s), and the Sponsor's decision is final in that regard.

12. LANGUAGE

These Terms and Conditions are in the English language and in the Indonesian and Thai languages. The English language version of these Terms and Conditions (and any notice or other document relating hereto) shall prevail if there is a conflict, to the extent permitted by applicable law.