

2006 POKÉMON® VIDEO GAME NATIONAL CHAMPIONSHIPS

OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. PURCHASE WILL NOT INCREASE ODDS OF WINNING.

MANY WILL ENTER, FEW WILL WIN.

1. **ELIGIBILITY:** The 2006 POKÉMON® Video Game National Championships (“Tournament”) is open only to legal residents of the fifty United States and the District of Columbia who own or possess a GAME BOY ADVANCE game system and a copy of a POKÉMON® Ruby™, Sapphire™, Emerald™, FireRed™ or LeafGreen™ video game on or before February 14, 2006. Only the GAME BOY ADVANCE and GAME BOY ADVANCE SP systems are compatible with the format of the Tournament. Employees of Pokémon USA, Inc., Nintendo of America Inc., Alloy Marketing and Promotions, POP Multimedia, Inc., and their respective parent, subsidiary, or affiliated companies, promotional and fulfillment agencies (collectively “Tournament Entities”), as well as the immediate family (spouse, parents, siblings, and children), and household members of each such employees (whether related or not), are not eligible to enter or win. The Tournament is subject to all applicable federal, state, provincial, and local laws and regulations and is void in Puerto Rico, U.S. possessions and territories, and where prohibited by law. Internet access is required. Please check with a parent or legal guardian before accessing the Internet.
2. **SPONSOR:** Pokémon USA, Inc., 1177 Avenue of the Americas, New York, NY 10036.
3. **AGREEMENT TO OFFICIAL RULES:** By entering the Tournament, entrant fully and unconditionally agrees to and accepts these Official Rules. Winning a prize is contingent upon fulfilling all requirements set forth herein and the Tournament Rules of Play, which are posted at www.pokemon.com and incorporated here by reference.
4. **TIMING:**

The Tournament begins 2/16/06 and is scheduled to end at the National Championships on 8/8/06 (the “Promotion Period”). The entry periods for the Qualifying Online Challenge vary by qualifying tournament location. The Start Date/Time and End Date/Time for taking the Online Qualifying Challenge are listed below for each location.

NOTE: ELIGIBILITY DEPENDS ON BEING AMONG THE FIRST 64 ENTRANTS TO SUCCESSFULLY COMPLETE THE ONLINE QUALIFYING CHALLENGE IN YOUR AGE GROUP. AFTER ALL SPOTS FOR THE APPLICABLE QUALIFYING TOURNAMENT HAVE BEEN FILLED, THE ENTRY PERIOD FOR THAT LOCATION WILL CLOSE EVEN IF PRIOR TO THE STATED END DATE/TIME. The location and times for the National Championships Qualifying Tournaments are also listed below.

Schedule of Qualifying Events

Qualifying Tournament Location	Qualifying Online Challenge Start Date/Time	Qualifying Online Challenge End Date/Time* *Entry period ends at this date/time or when the first 64 eligible entries per age group have achieved a score of 80% on the Qualifying Online Challenge, whichever occurs first	National Championships Qualifying Tournament Venues	National Championships Qualifying Tournament Date/Time
Miami, FL	2/16/06 at 3:00:00 p.m. Eastern Standard Time ("EST")	2/19/06 at 11:59:59 p.m. EST	Aventura Mall	2/25/06 10:00 AM (12 and under) 1:30 PM (13 and older)
Tampa, FL	2/18/06 at 3:00:00 p.m. EST	2/26/06 at 11:59:59 p.m. EST	Westfield Citrus Park Town Center	3/4/06 10:00 AM (12 and under) 1:30 PM (13 and older)
Atlanta, GA	2/18/06 at 3:00:00 p.m. EST	3/5/06 at 11:59:59 p.m. EST	Southlake Mall	3/11/06 10:00 AM (12 and under) 1:30 PM (13 and older)
Houston, TX	2/25/06 at 3:00:00 p.m. EST	3/5/06 at 11:59:59 p.m. EST	The Galleria	3/15/06 10:00 AM (12 and under) 1:30 PM (13 and older)
Dallas/ Ft. Worth, TX	2/25/06 at 3:00:00 p.m. EST	3/12/06 at 11:59:59 p.m. EST	The Parks at Arlington	3/18/06 10:00 AM (12 and under) 1:30 PM (13 and older)
Albuquerque, NM	2/25/06 at 3:00:00 p.m. EST	3/19/06 at 11:59:59 p.m. EST	Coronado Center	3/25/06 10:00 AM (12 and under) 1:30 PM (13 and older)
Los Angeles, CA	3/11/06 at 3:00:00 p.m. EST	3/19/06 at 11:59:59 p.m. EST	Westfield West Covina	4/1/06 10:00 AM (12 and under) 1:30 PM (13 and older)
S.F. Bay area, CA	3/11/06 at 3:00:00 p.m. EST	4/2/06 at 11:59:59 p.m. Eastern Daylight Savings Time ("EDT")	Westfield Valley Fair	4/8/06 10:00 AM (12 and under) 1:30 PM (13 and older)
Portland, OR	3/11/06 at 3:00:00 p.m. EST	4/9/06 at 11:59:59 p.m. EDT	Clackamas Town Center	4/15/06 10:00 AM (12 and under) 1:30 PM (13 and older)

Seattle, WA	4/1/06 at 3:00:00 p.m. EST	4/16/06 at 11:59:59 p.m. EDT	Westfield Southcenter	4/22/06 10:00 AM (12 and under) 1:30 PM (13 and older)
Salt Lake City, UT	4/1/06 at 3:00:00 p.m. EST	4/23/06 at 11:59:59 p.m. EDT	Fashion Place	4/29/06 10:00 AM (12 and under) 1:30 PM (13 and older)
Denver, CO	4/1/06 at 3:00:00 p.m. EST	4/30/06 at 11:59:59 p.m. EDT	Southwest Plaza	5/6/06 10:00 AM (12 and under) 1:30 PM (13 and older)
Houston, TX	4/1/06 at 3:00:00 p.m. EST	4/30/06 at 11:59:59 p.m. EDT	Space Center Houston	5/6/06 10:00 AM (12 and under) 1:30 PM (13 and older)
Kansas City, MO	4/22/06 at 3:00:00 p.m. EDT	5/7/06 at 11:59:59 p.m. EDT	Independence Mall	5/13/06 10:00 AM (12 and under) 1:30 PM (13 and older)
Minneapolis/St. Paul, MN	4/22/06 at 3:00:00 p.m. EDT	5/14/06 at 11:59:59 p.m. EDT	Mall of America	5/21/06 10:00 AM (12 and under) 1:30 PM (13 and older)
Chicago, IL	4/22/06 at 3:00:00 p.m. EDT	5/21/06 at 11:59:59 p.m. EDT	Westfield North Bridge	5/27/06 10:00 AM (12 and under) 1:30 PM (13 and older)
Detroit, MI	5/13/06 at 3:00:00 p.m. EDT	5/28/06 at 11:59:59 p.m. EDT	Great Lakes Crossing	6/3/06 10:00 AM (12 and under) 1:30 PM (13 and older)
Pittsburgh, PA	5/13/06 at 3:00:00 p.m. EDT	6/4/06 at 11:59:59 p.m. EDT	Century III Mall	6/10/06 10:00 AM (12 and under) 1:30 PM (13 and older)
Cincinnati, OH	5/13/06 at 3:00:00 p.m. EDT	6/11/06 at 11:59:59 p.m. EDT	Cincinnati Mills	6/17/06 10:00 AM (12 and under) 1:30 PM (13 and older)
Memphis, TN	6/3/06 at 3:00:00 p.m. EDT	6/18/06 at 11:59:59 p.m. EDT	Wolfchase Galleria	6/24/06 10:00 AM (12 and under) 1:30 PM (13 and older)
Raleigh, NC	6/3/06 at 3:00:00 p.m. EDT	6/25/06 at 11:59:59 p.m. EDT	Crabtree Valley Mall	7/1/06 10:00 AM (12 and under) 1:30 PM (13 and older)
Washington D.C.	6/10/06 at 3:00:00 p.m. EDT	7/2/06 at 11:59:59 p.m. EDT	Westfield Montgomery Mall	7/8/06 10:00 AM (12 and under) 1:30 PM (13 and older)
Philadelphia, PA	6/10/06 at 3:00:00 p.m. EDT	7/2/06 at 11:59:59 p.m. EDT	King of Prussia Mall	7/12/06 10:00 AM (12 and under) 1:30 PM (13 and older)

Boston, MA	6/17/06 at 3:00:00 p.m. EDT	7/9/06 at 11:59:59 p.m. EDT	South Shore Plaza	7/15/06 10:00 AM (12 and under) 1:30 PM (13 and older)
New York, NY	6/17/06 at 3:00:00 p.m. EDT	7/16/06 at 11:59:59 p.m. EDT	Roosevelt Field Mall	7/22/06 10:00 AM (12 and under) 1:30 PM (13 and older)
New York, NY	6/17/06 at 3:00:00 p.m. EDT	7/17/06 at 11:59:59 p.m. EDT	Nintendo World Store, Rockefeller Center	7/23/06 10:00 AM (12 and under) 1:30 PM (13 and older)

The Second Chance Online Challenge begins 7/1/06 at 6:00 p.m. EDT and ends 7/8/06 at 11:59 p.m. EDT or when the first 6 eligible entries per age group have achieved a score of 80% on the Qualifying Online Challenge, whichever occurs first (“Second Chance Online Challenge Entry Period”). The National Championships will be held in New York City on or about 8/8/06 at a location to be announced and posted on www.pokemon.com before the event.

- 5. HOW TO PARTICIPATE:** The Tournament consists of (1) a Qualifying Online Challenge round, which is played online through the Internet; (2) National Championships Qualifying Tournaments held throughout the U.S.; (3) a Second Chance Online Challenge which is played online through the Internet, for any one who has not yet won a seat at the National Championships; and (4) the National Championships.

A. QUALIFYING ONLINE CHALLENGE: Go to www.pokemon.com and register for the Qualifying Online Challenge during the applicable time periods listed in the chart above. To play the Pokémon Qualifying Online Challenge you must designate your state of residence. You will be automatically assigned four potential qualifying tournament locations based on your state of residence. You can play the Pokémon Qualifying Online Challenge four (4) times (one for each potential qualifying tournament location assigned to you) during the Promotion Period, and you must enter during the specified testing periods set forth above. Once you select the qualifying tournament location, take the age-appropriate (12 and under; 13 and older) test to see if you have what it takes to compete on a national level. You must achieve a score of at least 80% correct. **The first 64 entrants from each of the two age groups for any tournament location who achieve a passing score of 80% will win seats for the National Championships Qualifying Tournament at that qualifying tournament location.** Only 128 (64 from each of two age groups) will qualify per each qualifying tournament location. Sponsor reserves the right to select additional entrants as alternates. **LIMIT:** You can take the qualifying test only once per selected tournament location. There are four potential qualifying tournament locations for each entrant, so if you do not pass the qualifying test for this location, you can select one or more of the other 3 locations and try again during the applicable testing period. (You can also enter the Second Chance Online

Challenge (see below)). You may only enter in connection with one of the four qualifying tournament locations assigned to you when you register. LIMIT: One (1) entry per person per qualifying tournament location.

- B. NATIONAL CHAMPIONSHIPS QUALIFYING TOURNAMENTS:** Winners of the Qualifying Online Challenge (and alternates, if any) (“Qualifying Tournament Participants”) are invited to compete in a National Championships Qualifying Tournament held at the qualifying tournament location venue corresponding to the qualifying tournament location specified upon entry (see chart above in Section 4). Qualifying Tournament Participants should prepare their POKÉMON® Ruby™, Sapphire™, Emerald™, FireRed™ or LeafGreen™ video game cartridge with a strong team of POKÉMON® creatures to use during the tournament. The Tournament Rules of Play are in effect. Consult them when creating your team. Qualifying Tournament Participants will battle in accordance with the Tournament Rules of Play until there is one winner in each of the two age groups (12 and under; 13 and older) for each qualifying tournament location (52 winners in all). Those winners, subject to verification and compliance with all of the terms set forth in these Official Rules, are “National Participants” and win seats to the National Championships in New York City. Interpretation of the Tournament Rules of as necessary shall be the sole right of the Sponsor, whose decisions concerning such interpretations are final.
- C. SECOND CHANCE ONLINE CHALLENGE:** Sponsor offers a second chance for those who have not yet won a seat to the National Championships. Visit www.pokemon.com during the Second Chance Online Entry Period (see above in Section 4) and register for the Second Chance Online Challenge. Take the age-appropriate (12 and under; 13 and older) test to see if you have what it takes to compete on a national level. You must achieve a score of at least 80% correct. The first 6 entrants from each of the two age groups who achieve a passing score are “National Participants” and win seats for the National Championships. There will only be 12 winners. Sponsor reserves the right to select alternates. LIMIT: Only one (1) entry per person or email address for the Second Chance Online Challenge.
- D. 2006 POKÉMON® VIDEO GAME NATIONAL CHAMPIONSHIPS (“NATIONAL CHAMPIONSHIPS”):** Winners of National Championships Qualifying Tournaments and Second Chance Online Challenge (“National Participants”) are invited to compete in the National Championships held in New York City at a location to be announced and posted on www.pokemon.com before the event. Participants should prepare their POKÉMON® Ruby™, Sapphire™, Emerald™, FireRed™ or LeafGreen™ video game cartridge with a strong team of POKÉMON® creatures to use during the tournament. The Tournament Rules of Play are in effect. Consult them when creating your team. National Participants will battle in accordance with the Tournament Rules of Play until there is one winner in each of the two age groups (12 and under; 13 and older). Those winners, subject to verification and compliance with all of the terms set forth in these Official Rules, are POKÉMON® Video Game National Champions. The

National Participants who lose to the POKÉMON® Video Game National Champions in the final round are Second Place Winners, subject to verification and compliance with all of the terms set forth in these Official Rules. The two losing National Participants in the semi-final round in each of the two age groups, subject to verification and compliance with all of the terms set forth in these Official Rules, are Third Place Winners.

6. **DETERMINATION OF WINNERS:** The odds of winning a prize in the Qualifying Online Challenge and Second Chance Online Challenge depend on the number of eligible entries received, the skill and knowledge of the entrants, and the timing of their participation. In the event of a dispute as to ownership of an entry, entrant may be required to provide proof of ownership of the e-mail account used to enter the Tournament. Entries must be made by from a single computer and may not be made by proxy, or automated means such as by script, bot, macro or any other similar software or program. Entrants' e-mail addresses are collected for the sole purpose of this Tournament. Sponsor will maintain entrants' e-mail addresses and other personal information gathered online in accordance with its privacy policy located at http://www.pokemoncenter.com/bin/venda?ex=co_disp-view&page=privacysecurity&bsref=pokemon&layout=popups_full
7. **NOTIFICATION:** Sponsor will notify potential Qualifying Online Challenge and Second Chance Online Challenge winners online and by e-mail immediately after they complete their tests as to whether or not they have won or lost the Qualifying Online Challenge and Second Chance Online Challenge. If a potential prize winner cannot be reached after reasonable effort has been exerted by Sponsor, if potential winner fails to respond to any attempted notification within ten (10) days, if he/she is found to be ineligible, or if he/she cannot or does not comply with these Official Rules, such potential prize winner may be disqualified and an alternate may be designated in his or her place. Winners, subject to verification and compliance with these Official Rules, of the National Championships Qualifying Tournaments will be notified at the designated National Championships Qualifying Tournament venue.
8. **REQUIREMENTS OF POTENTIAL WINNERS:** Except where prohibited, potential National Participants will be required to execute an affidavit of eligibility and liability/publicity release (collectively "Affidavit/Release") which must be signed, notarized, and returned no less than 24 hours prior to the Video Game National Championships or such National Participant will be disqualified and an alternate National Participant may be named. Except where prohibited, potential POKÉMON® Video Game National Champions will be required to execute an Affidavit/Release, which must be signed, notarized, and returned within fourteen (14) days of the date of the notification or such potential National Championships winner will be disqualified and an alternate POKÉMON® Video Game National Champion may be named. If a potential winner is a minor, his or her parent or legal guardian will be required to sign the Affidavit/Release on the potential winner's behalf. Travel Guest(s) of National Participants and POKÉMON® Video Game National Champions will be required to execute a travel guest release which must be signed and returned on or before the Video Game National Championships (in the case of guests of National Participants) or before issuance of travel documents (in the case of POKÉMON® Video Game National Champions). It is the responsibility of the winner

and his or her travel companion(s) to arrive at the designated U.S. gateway city in time for their flights, with proper travel documentation, including passports or visa, if necessary. Certain travel and security restrictions may apply to travel generally and to the winner and his or her companion(s) specifically. All trips will be arranged at Sponsor's sole discretion. Travel to New York City must be taken by the date specified by Sponsor, or prize will be forfeited without compensation. It is the responsibility of the winner and his or her companion(s) to comply with all travel, security and other laws, regulations, airline passenger, hotel and other rules that may apply to them. Each winner is solely responsible for all unspecified incidentals, including, but not limited to, any and all unspecified ground transportation, meals, beverages, gratuities, phone calls, entertainment, souvenirs, insurance, taxes, and any other expenses not specifically mentioned as being included in the prizes.

9. PRIZES:

- A. TWO (2) POKÉMON® VIDEO GAME NATIONAL CHAMPIONSHIPS GRAND PRIZES:** A trip for four to Tokyo, Japan. Trip includes round-trip coach air transportation for four (4) from the U.S. international airport closest to winner's residence to Tokyo, Japan. Trip includes 6-day/5-night double occupancy hotel occupancy accommodations for four (in two standard rooms), US\$2,000 in spending cash, a \$500 gift certificate for POKÉMON® Center in Tokyo, a Nintendo GAME BOY DS game system, five (5) future POKÉMON® video games to be released in the U.S., a POKÉMON® 10th anniversary watch and jacket, a cell phone loaded with POKÉMON® content and 5,000 minutes of prepaid cellular service expiring after 365 days, signed memorabilia signed by a POKÉMON® artist and a POKÉMON® prize pack. Approximate retail value ("ARV"): \$11,750.00.
- B. TWO (2) POKÉMON® VIDEO GAME NATIONAL CHAMPIONSHIPS SECOND PLACE PRIZES:** A Nintendo GAME BOY DS game system, five (5) future POKÉMON® video games to be released in the U.S., a POKÉMON® 10th anniversary watch and jacket, 5,000 minutes of prepaid cellular service expiring after 365 days, signed memorabilia signed by a POKÉMON® artist and a POKÉMON® prize pack. ARV: \$1,750.00.
- C. FOUR (4) POKÉMON® VIDEO GAME NATIONAL CHAMPIONSHIPS THIRD PLACE PRIZES:** Five (5) future POKÉMON® video games to be released in the U.S., a POKÉMON® 10th anniversary watch and jacket, signed memorabilia signed by a POKÉMON® artist and a POKÉMON® prize pack. ARV: \$500.00.
- D. SIXTY-FOUR (64) NATIONAL PARTICIPANT PRIZES:** A trip for two to New York City to compete in the POKÉMON® Video Game National Championships. Trip includes round-trip coach air transportation for two (2) from the major commercial airport nearest winner's residence in the U.S. to New York, NY on a date specified by Sponsor to coincide with the National Championships. Winners residing within 200 miles of New York City will receive ground transportation in lieu of air transportation, without compensation. Includes 3-day/2-night double

occupancy hotel accommodations (standard rooms) and transportation to and from a New York area destination airport (unless ground transportation has been substituted as set forth above), \$500 spending cash, a POKÉMON® prize pack consisting of a GAME BOY MICRO game system, branded apparel, bag and plush toy. ARV: \$2,660.00.

10. TAX INFORMATION: All federal, state, local, and other taxes on prizes are the sole responsibility of the applicable winner or, if the winner is a minor, his or her parent or legal guardian.

11. PUBLICITY: Except where prohibited, participation in the Tournament constitutes each entrant's consent to Sponsor's use of winner's name, likeness, voice, entry submissions, opinions, biographical information and state of residence for promotional purposes in any media without further payment or consideration or right of approval.

12. GENERAL CONDITIONS: Sponsor reserves the right, at its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of this Tournament, the www.pokemon.com Web site, or any Web page or Web banner ad related to Tournament; to be acting in violation of the Official Rules, or to be acting in a non-sportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. If for any reason, the Tournament is not capable of running as planned, by reason of infection by computer virus, worms, bugs, tampering, hacking, unauthorized intervention, fraud, technical failures or any other causes which, in the sole opinion of the Sponsor, corrupt or affect the administration, security, fairness, integrity or proper conduct of this Tournament, Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Tournament, and select Qualifying Online Challenge and Second Chance Online Challenge winners in a random drawing from all eligible entries received prior to and/or after (as appropriate) the modification or termination of the Tournament by Sponsor. Any attempt by any person to undermine the legitimate operation of the Tournament may be a violation of criminal and civil law and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any provision of these Official Rules shall not constitute a waiver of that provision. Tournament is subject to these Official Rules. If any provision of these Official Rules is determined by a court to be unenforceable, that provision shall be severed from the Official Rules and the remaining provisions shall be binding on Sponsor and entrants.

13. RELEASE: By participating in the Tournament, entrant or, if entrant is a minor, his or her parents or legal guardians, releases Tournament Entities from any liability whatsoever, and waives any and all causes of action, related to any claims, costs, injuries, losses, or damages of any kind arising out of or in connection with the Tournament or delivery, mis-delivery, acceptance, possession, use of, or inability to use any prize (including without limitation, claims, costs, injuries, losses, and damages related to personal injury, death, damage to, or destruction of, property, rights of publicity or privacy, defamation, or portrayal in a false light, whether intentional or unintentional), whether under a theory of contract, tort (including negligence), warranty or other theory.

14. **LIMITATIONS OF LIABILITY:** The Tournament Entities are not responsible for any: (a) printing, typographical, mechanical, or other errors which may occur in connection with the Tournament or any related materials, including, but not limited to, these Official Rules; (b) errors which may occur in the administration of the Tournament or the processing of entries; (c) late, lost, illegible, altered, irregular, destroyed, damaged, incomplete, stolen, printed in error, postage-due, misdirected or delayed entries, e-mail, prize claims or Affidavit/Releases; (d) for any computer, telephone, cable, satellite, network, electronic or online/Internet hardware or software malfunctions, failures, connections, or availability, or garbled or jumbled transmissions, or service provider/Internet/Web site use, accessibility or availability, or traffic congestion, or unauthorized human intervention, other errors of any kind whether human, mechanical, electronic or network, or the incorrect or inaccurate capture of entry or other information or the failure to capture, or loss of, any such information; or (e) injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Tournament or receipt, possession, use or misuse of any prize. **PRIZES ARE 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.**
15. **DISPUTES:** Except where prohibited, entrant agrees that: (a) any and all disputes, claims and causes of action arising out of, or connected with, the Tournament or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in the State of New York; (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Tournament, but in no event attorneys' fees; and (c) entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, entrant's rights and obligations, or the rights and obligations of the Sponsor and Tournament Entities in connection with the Tournament, shall be governed by, and construed in accordance with, the laws of State of New York, without giving effect to any choice of law or conflict of law rules (whether of the State of New York or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than State of New York.
16. **OFFICIAL RULES AND TOURNAMENT RESULTS:** Official Rules will be available at online at www.pokemon.com. You may also obtain a copy of these Official Rules and a list of National Participants and other prizes winners (available after 8/15/06) by sending a self-addressed, stamped envelope (to be received no later than 8/31/06) to: "Pokémon Video Game Winners", 1177 Avenue of the Americas, 31st Floor, New York, NY 10036. Vermont residents may omit return postage for Official Rules request.