POKÉMON UNITE OFFICIAL RULES

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID OUTSIDE THE "REGIONAL ZONES" AS DEFINED IN THESE RULES AND WHERE PROHIBITED BY LAW.

IF YOU ARE A MINOR IN YOUR PLACE OF RESIDENCE, YOU MUST HAVE PERMISSION FROM YOUR PARENT OR LEGAL GUARDIAN TO PARTICIPATE. MANY WILL ENTER, FEW WILL WIN. COLLECTION AND USE OF PERSONALLY IDENTIFIABLE INFORMATION WILL BE IN ACCORDANCE WITH THE ADMINISTRATION'S AND HOSTS' ONLINE PRIVACY POLICIES AS SET OUT IN THE PRIVACY SECTION OF THESE OFFICIAL RULES.

PARTICIPATION CONSTITUTES YOUR FULL AND UNCONDITIONAL AGREEMENT TO THESE OFFICIAL RULES (the "Official Rules") AND TO ADMINISTRATION'S DECISIONS, WHICH ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE TOURNAMENT. THESE Official Rules SERVE AS THE PRIMARY GOVERNING DOCUMENT FOR ALL ELEMENTS OF THE 2022 POKÉMON UNITE CHAMPIONSHIP SERIES (the "Program") AND APPLIES TO ALL PLAYERS, TEAMS, OR ANY OTHER AFFILIATES OR PERSONS COMPETING IN ANY ELEMENT OF THE PROGRAM (each a "Participant" and collectively the "Participants").

- **1. ELIGIBILITY:** NO PURCHASE NECESSARY. No experience necessary. Pokémon UNITE is free to download. All players must agree to UNITE's EULA. Pokémon UNITE ("**Tournament**") is open to players who are 16 years of age or older* prior to the Official Start Date of any tournament within the Program and who meet the following criteria:
 - Have a Battlefy account in good standing at the time of entry and throughout the Program;
 - Reside in a region supported by the Play! Pokémon Regional Zones for Japan (JP), Korea (KR),
 Asia Pacific (APAC), North America (NA), Europe (EU), Mexico (MX), Central America (CA), South
 America-West (SA-W), South America-East (SA-E), Oceania (OCE) or India (IN). For a full list of
 eligible territories/regions, refer to Section 30;
 - For players in NA, EU, MX, CA, SA-W, SA-E, and OCE have a valid Player ID through a Play!
 Pokémon account in good standing at the time of entry and throughout the Program
 ("Account");

*The following countries will require a minimum age of 18 years old to participate in the Tournament: Brazil and India

If you are a minor in your place of residence, you must have permission from your parent or legal guardian to participate. If you are a minor and are selected as a potential winner, your parent/legal guardian must execute all documents and agree to all obligations and undertakings required of a potential winner in these Official Rules, both on your behalf and on behalf of himself/herself. Prize may be awarded in the name of, or to, parent/legal guardian.

Employees, contractors, officers, and directors of The Pokémon Company International ("TPCi"), Battlefy, Inc., and Esports Engine, collectively "Administration", or their respective parents, subsidiaries, affiliates, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment, and marketing agencies, website providers, and web masters (collectively, "Tournament

Entities") and members of their immediate families (spouses, parents, siblings and children, regardless of where they live) and those living in the same household are not eligible to participate in the Tournament.

Requests for exemptions from this rule must be made in advance of competition. Administration, at its sole discretion, reserves the right to grant exemptions for this eligibility criteria.

Administration reserves the right to verify the eligibility of players at any time in its sole and absolute discretion.

- **2. ADMINISTRATION.** The Pokémon Company International, Inc ("TPCi") and all other entities TCPi grants administrative powers and responsibilities, including Esports Engine ("EE") and Battlefy, at the designation and discretion of TPCi. The Administration reserves the right to change, update, and modify these Official Rules at any time, for any reason, without advance notice.
- **3. CONDITIONS OF PARTICIPATION.** Administration reserves the right in its sole discretion, to modify, cancel, terminate, and/or suspend the Tournament and to disqualify any individual who tampers with the entry process, violates these Official Rules, or acts in a disruptive or unsportsmanlike manner. Without limiting the foregoing, Administration may remove an entrant who, in Administration's sole judgment, has been disqualified, has questionable eligibility or is otherwise ineligible to enter. Additionally, the Administration may modify, cancel, terminate, and/or suspend the Tournament if, in the Administration's sole opinion, an incident of any kind occurs to corrupt or impair the administration, security, integrity, fairness or play (as intended) of the Tournament. If the Tournament is terminated before the stated end date of the Tournament Period, the Administration in its sole discretion reserves the right to forfeit prizes.
- **4. HOW TO PLAY.** Pokémon UNITE is a 5-on-5 strategic team battle game. Teams are a roster made up of 5 players to participate together within the Program. The Team who has obtained the most Aeos points by the end of a match will be declared the winner.
 - Aeos points can be obtained by defeating either neutral or opposing Team Pokémon through battle.
 - o Incapacitated Pokémon will drop Aeos energy and be unable to battle for a short duration which will increase with level.
 - To score points, once Aeos energy is obtained, it must then be deposited in the opposing Team's goal zones.
 - If both teams have scored the same amount of Aeos points at the end of a match. The team that reached the tied scored first will be declared the winner.

Players will be matched via Battlefy and will <u>utilize Discord for gameplay communications</u>. The Pokémon UNITE tournament page can be found here https://battlefy.com/pokemonunite.

- 5. FORMAT & STRUCTURE. The following Tournament Formats will be used throughout the Program:
 - Double Elimination Bracket ("DE"): The first Team to win two (2) games will win the match and advance into the next round of the Winner's Bracket, the losing Team will be placed into the Loser's Bracket. If a Team loses in the Loser's Bracket, the Team will be eliminated from the tournament. The Tournament progresses until completion, where a certain number of teams remain, as defined in the Competitive Structure below.
 - Single Round Robin ("SRR"): This will be utilized only in the first round of Aeos Cup and the Regional Finals. Teams will be placed into groups, where every Team will play 1 Match against each other Team in their group. Final group placement will be determined as follows:

- o Each Match will be a Best-of-3 game series
- Team's record of Matches won and lost ("Match Record")
- If two or more teams have the same Match Record (Tied Teams), placement will be determined by Head to Head Match Winning Percentage (Matches Won vs. Tied Teams / Matches Played vs. Tied Teams)
- If two or more teams have the same Head to Head Match Winning Percentage, placement will be determined by Head to Head Game Winning Percentage (Games Won vs. Tied Teams / Games Played vs. Tied Teams)
- o If two or more teams have the same Head to Head Game Winning Percentage, Ranking will be determined by Overall Game Winning Percentage (Games Won / Games Played)
- o If the aforementioned methods cannot break a tie which does not determine an advancement to the next stage, the tie will be broken by the Team's initial seed. The highest seed is 1.
- o If the aforementioned methods cannot break a tie which determines an advancement to the next stage, the Tied Teams will be scheduled to play a best-of-1 round robin tiebreaker
- O The higher number will win all the aforementioned tiebreakers.

Competitive Structure: The Program's competitive structure contains five primary competition types:

- Open Qualifier Tournaments open to all eligible players. Open Qualifiers follow a DE bracket format. Open Qualifiers will have a maximum Team size of 2,048 (JP & KR); 1,024 (APAC, NA, MX, CA, SA-W, SA-E, EU); and 256 (OCE). The DE bracket will progress until either 16 Teams remain (February Cup), or 12 Teams remain (all others).
- Monthly Finals Tournaments for the 16 teams that earned qualification through that month's Open Qualifier or prior placement within the Monthly Final. Monthly Finals follow a DE bracket until only 1 team remains.
- Aeos Cup Tournaments for the 16 teams that earned qualification through that month's Open
 Qualifier or prior placement within the Monthly Final. Aeos Cup follows a format with (1) group
 stage (4 groups of 4 in SRR) with 2 teams per group advancing to (2) an 8 team, DE bracket until
 only 1 team remains.
- Regional Finals Tournaments for the 24 teams that earned qualification through that month's Open Qualifier, Championship Points, or prior placement within the Monthly Final. Regional Finals follows a format with (1) group stage (4 groups of 6 in SRR) with 2 teams per group advancing to (2) an 8 team, DE bracket until only 1 team remains.
- World Championship World Championship where the top teams from across all eligible regions will compete to crown a Champion. World Championship rules will be provided at a later time.

The following is the schedule of tournaments for the Program – local to the market of competition:

Tournament	Туре	Regions	Tournament Dates
February Cup	Open Qualifier	All	February 19 - 20, 2022
February Finals	Monthly Finals	All	February 26, 2022
March Cup	Open Qualifier	All	March 12 - 13, 2022
March Finals	Monthly Finals	All	March 26, 2022
Aeos Cup LCQ	Open Qualifier	All	April 9 - 10, 2022
Aeos Cup	Aeos Cup	JP & KR	April 23 - 24, 2022
Aeos Cup	Aeos Cup	APAC, OCE, NA, MX, CA, SA- W, SA-E, EU	May 7 - 8, 2022
May Cup	Open Qualifier	All	May 14 - 15, 2022
May Finals	Monthly Finals	All	May 28, 2022
Regional Finals LCQ	Open Qualifier	All	June 4 - 5, 2022
Regional Finals	Regional Finals	All	June 18 - 19, 2022
World Championship	All	All	August 2022

IN THE EVENT THAT FOR ANY REASON THE TOURNAMENT, OR A PORTION THEREOF, CANNOT TAKE PLACE ON THE DATES PLANNED, ADMINISTRATION RESERVES THE RIGHT TO MODIFY THESE DATES IN ITS SOLE DISCRETION.

6. HOW TO REGISTER. Players must create an account and register for the competition through Battlefy. Each competition is its own tournament. If a Player wishes to participate in more than one tournament, they must individually register for each one. Registration for each tournament will close the day prior competition.

7. PLAY! POKEMON ACCOUNT REGISTRATION.

Players in NA, EU, MX, CA, SA-W, SA-E, and OCE will need to: (i) create a Pokémon trainer club account and (ii) opt into Play! Pokémon to participate in any sanctioned Pokémon UNITE event. Instructions may be found at https://support.pokemon.com/hc/en-us/articles/115004365934-How-do-I-create-a-Pok%C3%A9mon-Trainer-Club-account-

- After creating a Pokémon trainer club account and opting into Play! Pokémon, Players will need
 to generate their Player ID. Instructions may be found at https://support.pokemon.com/hc/en-us/articles/360001031234-How-do-l-generate-a-Player-ID-
- Players are prohibited from trading, sharing, or otherwise transferring ownership or access to any of their Accounts.
- 8. MATCH PROCESSES. Matches will be played via the Pokémon UNITE Friendly Match mode.
 - Each Match will be a Best-of-3 game series.
 - Each Team must check-in during the designated tournament check-in period prior to the start of each Tournament. Failure to check in may result in forfeiture from the event.
 - The Team on the top side of the viewable match on the bracket ("Hosting Team") will create the Friendly Match lobby and then share their Lobby ID with their opponents via the Battlefy match chat feature.
 - The Hosting Team will start once all Players have joined the lobby.
 - The first Team to win two (2) games will win the Match.
 - At the conclusion of the Match, both the winning and losing Teams must report the Match results on Battlefy.
 - Players are encouraged to take and upload screenshots of their Matches to Battlefy as evidence of their Match outcome in the event of a dispute.
 - Each Team will have 5 minutes after a round has started to either initiate or join the Match lobby.
 Failure to initiate or join a Match within this 5 minute period will result in a match loss. For Broadcast Matches (See Section 13, below), teams must follow timelines provided by Administration, which may be provide for less than 5 minutes to initiate and or join the Match lobby.
 - Lobby Setting: Custom Battle

Disputes: Match results will be considered final if there are no outstanding disputes raised within the designated window to dispute the results of a game (the "Dispute Window"). The Dispute Window closes at: (a) the start of the following Game within a Match; (b) the start of a subsequent tournament Match from any of the Teams within the respective game or Match; or (c) ten minutes after the conclusion of the Match, whichever occurs first.

The final ruling of the Administration is binding.

9. CHAMPIONSHIP POINTS. Throughout the course of the Program, Players will be awarded Championship Points corresponding with their performance in the competitions. These points will be used for seeding and / or qualification for events throughout the Program.

Points will be awarded to the individual Players based upon their Team's performance. Players who change Teams during the Program will maintain their earned Championship Points.

Seeding: Except for the February Open Qualifier which will be seeded randomly, all other Open Qualifier tournaments will be seeded by Team's aggregate Championship Point Total.

Please see Section 20 for the Championship Points Schedule.

10. TEAM QUALIFICATION AND PROGRESSION.

Top 4 Teams: The Teams placing #1 - #4 in the Monthly Finals and Aeos Cup will be awarded advanced placement into the following month's Final tournament without competing within the month's Open Qualifier:

- February Top 4 ⇒ Earn advance placement into March Finals
- March Top 4 ⇒ Earn advance placement into Aeos Cup
- Aeos Cup Top 4 ⇒ Earn advance placement into May Finals
- May Top 4 ⇒ Earn advance placement into Regional Finals

Replacement Teams: In the event a Team that has qualified for a tournament is deemed ineligible, chooses not to participate, or for any other reason is unable to compete, the Administration will replace the Team with a Team of Administration's choice.

Administration will make reasonable efforts to confirm a replacement team with the next qualified team available. In this effort, Administration may use Championship Points, prior tournament placement, responsiveness, or other factors in determining the next qualified team. Administration also reserves the right to not replace a team.

Qualification, tournament format, and placement awards:

Tournament Name	Qualification	Tournament Format	Placement Awards
February Cup	Open Entry	DE	Top 16 Advance to February Finals
February Finals	Top 16 from February Cup	DE	Top 4 Advance to March Finals
March Cup	Open Entry	DE	Top 12 Advance to March Finals
March Finals	February Top 4 Top 12 from March Cup	DE	Top 4 Advance to Aeos Cup
Aeos Cup LCQ	Open Entry	DE	Top 12 Advance to Aeos Cup
Aeos Cup	March Top 4 Top 12 from Aeos Cup LCQ	SRR > DE	Top 4 Advance to May Finals
May Cup	Open Entry	DE	Top 12 Advance to May Finals
May Finals	Aeos Cup Top 4 Top 12 from May Cup	DE	Top 4 Advance to Regional Finals
Regional Finals LCQ	Open Entry	DE	Top 12 Advance to Regional Finals
	May Top 4		Teams Advancing to Worlds: Japan - Top 2 Teams
Regional Finals	8 Teams with most Championship Points prior to Regional Finals LCQ	SRR > DE	Korea - Top 2 Teams APAC - Top 2 Teams EU - Top 2 Teams

	Top 12 from Regional Finals LCQ		NA - Top 2 Teams MX – Top 1 Team CA – Top 1 Team SA-W – Top 1 Team SA-E – Top 1 Team OCE - Top 1 Team IN - Top 1 Team
World Finals	Top Teams from Regional Finals	To Be Announced	To Be Announced

11. TOURNAMENT RESTRICTIONS. The following restrictions will apply to all regions:

- Players are only allowed to participate in the region in which they reside.
- Players are only allowed to play matches on one of the Tournament authorized devices: Nintendo Switch, Apple iOS, and Google Android.
- All players on a Team must reside in the same region.
- Administration reserves the right to prohibit the use of newly released characters from competition.
- Player name changes on Discord and Battlefy will not be allowed.
- Players may only be on one Team at any given point in a Tournament
- Championship Points are allocated to the individual Player and not the Team.

Player's Ineligibility: If at any time Administration in its sole discretion determines a player is not eligible to participate in the Program, Administration in its sole discretion may eliminate the player from the tournament and forfeit all potential prizing.

Match Monitoring: All Pokémon UNITE matches will be monitored by judges ("**Staff**") who will act as Administration's representatives and match referees. Staff match decisions are final and binding and will be made solely in the Staffs' discretion.

- **12. TEAM AND ROSTER MANAGEMENT:** Each Team must have a designated leader who will serve as the primary point of contact and have authority over roster changes ("Team Captain"). Teams are permitted to freely change their roster between **monthly** tournaments, subject to the following roster restrictions:
 - Teams that place within the top 4 during the Monthly Finals or Aeos Cup ("Top 4") must maintain at least 4 of the 5 players on their Team to remain eligible for the advanced placement into the next tournament. Failure to maintain this may result in forfeiture of the advanced placement.
 - Within the same month, teams that advance from the Open Qualifier to the Finals of that month
 must maintain all 5 of their players on their Team to maintain eligibility for their respective
 tournament. Failure to maintain this may result in forfeiture of the opportunity to compete in
 the respective tournament.
 - Only eligible players can be used as roster replacements. Players are not eligible to compete for more than one Team for any given monthly series. For example, a Player cannot be a substitute for a Team competing in the March Monthly Finals if that same Player competed in the March Open Qualifier on a different Team.

- Teams that qualify for the World Championship are not permitted to change their team roster.
- Teams must submit permitted roster change requests to <u>pokemonUNITE@ee.gg</u> at least two
 weeks prior to the applicable competition. Administration, in its sole discretion, reserves the
 right to approve or not approve roster change requests.
- **13. ADDITIONAL PLAYER EXPECTATIONS.** Administration reserves the right to broadcast any Match of the Program. Players cannot refuse broadcasts authorized by Administration. Administration reserves the right to reschedule any Match of the Program to accommodate a specific broadcast time. Players cannot refuse this reschedule. Refusing to allow Administration to broadcast or reschedule any Match may result in penalties, as set forth in more detail in Section 15 below.

Administration may require additional, reasonable actions from Players to help facilitate and execute the broadcast of tournament matches (each a "Broadcast Match"). Players are expected to cooperate with and comply with Administration. These expectations may include, but are not limited to:

- Being online and ready to play up to 30 minutes before the start of the scheduled Match;
- Inviting spectators/observers or other designated accounts into the game lobby;
- Utilizing an Administration-designated communications server for Team communications or other coordination;
- Participation in Technical Rehearsals;
- Participation in Dress Rehearsals;
- Participating in pre-/post-game interviews;
- Staging and starting matches upon designated instruction or timing as indicated by Administration; and,
- Any other reasonable instructions given by the Administration.
- **14. TOURNAMENT RULES** Players are required to always comply with all applicable laws. Players must also abide by the highest standards of personal integrity and good sportsmanship and act in a manner consistent with these Official Rules and the best interests of Administration. Players must behave in a professional and sportsmanlike manner in their interactions with other players and Administration and avoid behavior that detracts from the Tournament gameplay in any way.

Players may not use obscene or offensive gestures or profanity in their Account name, username, in-game name, screen names, email address, Tournament chats/communications, filmed match play, or other public-facing communications of any kind. Administration has sole discretion to determine if content is obscene or offensive. This rule applies to English and all other languages and includes abbreviations and/or obscure references.

Players are expected to settle their differences in a respectful manner and without resorting to violence, threats, or intimidation (physical or non-physical). Violence is never permitted at any time or place, or against any person including other players, fans, Staff and other officials or Administration representatives.

Sportsmanship: Participants of the Program will be held to a high standard of behavior, communication, and action that apply to in-game communications, Discord, Battlefy, any other official communication platform used for the Program, and all social media platforms. Participants are expected to represent the

Program in a professional and courteous manner and are strictly prohibited from engaging in communication or actions that could be considered vulgar, toxic, antagonistic, inflammatory, distracting, threatening or generally misrepresent the Administration in relation to the Program at any time.

Tournament Software: Any intentional use, or attempted use, by a player of any bugs or exploits in any Tournament-related software including without limitation, the Pokémon UNITE video game, the Battlefy bracket platform and the Discord chat platform, is strictly prohibited and could result in disqualification of the player by the Administration.

Cheating and Tournament Integrity: Players must compete to the best of their skill and ability at all times. Any form of cheating by a player will not be tolerated and could result in disqualification. Players are prohibited from influencing or manipulating any Tournament match.

No Harassment: Administration is committed to providing a competitive environment that is free of harassment and discrimination. In furtherance of this commitment, players are prohibited from engaging in any form of harassment or discrimination (either in-Tournament or outside the Tournament), including without limitation that which is based on race, color, religion, gender, national origin, age, disability, sexual orientation, gender identity, or any other class or characteristic.

Non-Disparagement: Players have the right to express their opinions in a professional and sportsmanlike manner; provided, however, that players may not make public statements that call into question the integrity or competence of other players, Administration, or their respective agents, affiliates, subsidiaries, representatives, or service providers. Players may not at any time make, post, publish or communicate to any person or entity or in any public forum any false, defamatory, libelous, or slanderous remarks, comments or statements concerning Administration, Hosts, or any of their respective agents, affiliates, subsidiaries, representatives or service providers, other players, the Tournament, or any other product or service of Administration or its agents, affiliates, subsidiaries, or representatives. In addition, players may not encourage members of the public to engage in activities that are prohibited by this section. This section does not, in any way, restrict or impede a player from complying with any applicable law or a valid order of a court of competent jurisdiction or an authorized government agency, provided that such compliance does not exceed that required by the law or order.

Betting and Gambling: Any form of betting or gambling on any tournament within the Program is prohibited. Players are also prohibited from offering inside information, influence, or in any way participate in betting or gambling through direct or indirect participation.

Confidentiality: The Administration may at times share sensitive or confidential information with Participants. The sharing or distribution of confidential information or material given to Participants by the Administration, either intentionally or unintentionally, is strictly prohibited. Confidential information may include but is not limited to information or material not yet released to the general public, a reasonable person knows or reasonably should understand to be confidential, or information or material designated as confidential by the Administration.

Illegal and/or Detrimental Conduct: A player may not engage in any activity or practice which (i) brings him or her into public disrepute, scandal or ridicule, or shocks or offends a portion or group of the public, or derogates from his or her public image, or (ii) is, or could reasonably be expected to be, detrimental to the image or reputation of, or result in public criticism of or reflect badly on, Administration, Hosts, or any of their respective agents, affiliates, subsidiaries, representatives or service providers, other players, the Tournament or any other product or service of Administration or its agents, affiliates, subsidiaries, or

representatives. For the avoidance of doubt, player affiliation with individuals, entities or brands that are detrimental to the image or reputation of Administration, Hosts, or their respective agents, affiliates, subsidiaries, representatives or service providers, other players, the Tournament or any other product or service of Administration or its agents, affiliates, subsidiaries or representatives, as determined by Administration in its sole discretion, will be deemed as a violation of this provision and these Official Rules. A non-exhaustive list of such types of misconduct are as follows:

- Actual or threatened violence toward a person, including domestic violence, partner violence, dating violence and child abuse;
- Sexual assault and other types of sexual offenses;
- Conduct that poses a danger to the safety of another person;
- Animal cruelty;
- Theft and other property crimes; and
- Crimes involving dishonesty.

Each player acknowledges that Administration may have an obligation under applicable law to report illegal activities to local law enforcement authorities or respond to formal inquiries from law enforcement or judicial authorities in jurisdictions where suspected violations of law have taken place.

IN THE EVENT THAT ANY PLAYER IS SUSPECTED OF VIOLATING ANY OF THE ABOVE TOURNAMENT RULES, ADMINISTRATION MAY, IN ITS SOLE DISCRETION, DISQUALIFY SUCH PLAYER AT ANY TIME DURING THE TOURNAMENT AND/OR REQUIRE THE RETURN OF ANY PRIZE WON.

15. Penalties the Administration reserves the right to consider or enforce penalties on a case by case basis. The Administration will consider the totality of the infraction, including the severity, circumstances, history, consequences/impact, or other relevant factor of the infraction to make a decision or enforce a penalty in the best interest of the integrity of the Program.

The Administration reserves the right to enforce any of the following penalties against Participants and / or Teams found to be in violation of these Official Rules:

- Forfeiture of Game:
- Forfeiture of Match;
- Removal of Player or Team from Tournament (Disqualification);
- Forfeiture of prizing;
- Forfeiture of Championship Points;
- Partial or full removal of Championship Points; and,
- A ban from participation in the Program.
- **16. BROADCAST SUBMISSION REQUIREMENTS:** Administration may require players to submit photographs and/or record and submit audio/video to Administration (each a "**Submission**"). Administration may, in its sole discretion, compile players' Submissions and broadcast or otherwise publicly display Submissions as part of Administration's coverage and publicity of the Tournament for a potential broadcast of general Tournament coverage by Administration. Administration may also prohibit players from live-streaming their matches and may require players to keep their match results confidential until publicly broadcast by Administration. All Submissions:
 - MUST NOT contain material which is (or promote activities which are) in Administration's sole
 discretion, hateful, slanderous, libelous, tortious, sexually explicit, obscene, pornographic,
 inappropriate, violent, self-mutilating (e.g., relating to murder, the sales of weapons, cruelty,
 abuse, etc.), discriminatory (based on race, color, religion, gender, national origin, age,

disability, sexual orientation, gender identity, or any other class or characteristic), illegal (e.g., underage drinking, substance abuse, computer hacking, etc.), offensive, threatening, profane, or harassing; or contain material that is threatening to any person, place, business, group or world peace; or contain words or symbols that are widely considered offensive to individuals of a certain race, ethnicity, religion, sexual orientation, gender identity or expression, or socioeconomic group; or contain images, words or text portraying nudity, acts of violence, or acts that are or appear to be unlawful or dangerous or in violation of, or contrary to the laws or regulations in any jurisdiction where the Submission is created;

- MUST NOT contain material that violates or infringes another's rights, including but not limited to material that violates privacy, publicity, or intellectual property rights, or that constitutes copyright infringement. Without limiting the foregoing, Submissions must not include third-party trademarks, logos, insignia, location signage, photographs, artwork, or sculptures, except those of Administration.
- MUST NOT include mention or performance of any copyrighted media production including but not limited to books, articles, photographs, artwork, music, etc., or identifying descriptions of any media property other than those of Administration. Submissions must not include commercial music.

IN THE EVENT THAT ANY PLAYER IS SUSPECTED OF VIOLATING ANY OF THE ABOVE BROADCAST SUBMISSION REQUIREMENTS, ADMINISTRATION MAY, IN ITS SOLE DISCRETION, DISQUALIFY SUCH PLAYER AT ANY TIME DURING THE TOURNAMENT AND/OR REQUIRE THE RETURN OF ANY PRIZE WON.

17. INTELLECTUAL PROPERTY LICENSE AND ASSIGNMENT: By submitting a Submission, you agree that such Submission, including all rights embodied therein, are deemed to be non-confidential and nonproprietary and Administration shall have no obligation of any kind with respect to such Submission. Administration shall be free to edit, exploit, modify, publish, reproduce, use, disclose, disseminate and distribute the Submission to others without limitation in any and all media now known or not currently known, throughout the world in perpetuity for any purpose without compensation, permission or notification to you or any third-party. You hereby grant to Administration and its legal representatives, successors and assigns, an irrevocable and worldwide license to use in perpetuity the Submission in any form or format and to modify the same, and acknowledge and agree that if Administration does use the Submission you shall not be entitled to any credit, consideration, notice or payments of any kind. You waive any moral rights you may have to the Submission, and agree that if Administration elects to use the Submission for any purpose, all rights under copyright or other intellectual property rights which may result from that relating to your Submission or from use of the same by Administration shall be the sole property of Administration. You further agree that if Administration elects to use your Submission, you (or your parent/legal guardian if you are a minor) will execute any documents requested by Administration regarding this assignment. IF ANY USE BY ADMINISTRATION OF THE SUBMISSION CAUSES IT TO BE LIABLE TO ANY THIRD-PARTY, YOU AGREE TO INDEMNIFY ADMINISTRATION AND ITS AGENTS, EMPLOYEES, AFFILIATES, SUBSIDIARIES, REPRESENTATIVES AND ALL RELATED PARTIES FROM AND AGAINST ANY AND ALL DAMAGES, COSTS, JUDGMENTS AND EXPENSES (INCLUDING REASONABLE ATTORNEY FEES) WHICH IT INCURS AS A RESULT OF ITS USE OF THE SUBMISSION.

18. PUBLICITY RELEASE: Except where prohibited by law, by participating in the Tournament, you grant to Administration, Hosts, and their respective agents, affiliates, subsidiaries, representatives or service providers (which grant will be confirmed in writing on Administration's request), the right and permission to print, publish, broadcast, and use, worldwide in any media now known or hereafter developed, including but not limited to the World Wide Web, at any time or times, your name, Account username, portrait, picture, avatar, voice, likeness, social media handle(s), opinions and biographical information

(including but not limited to hometown and state/country) for advertising, trade, and promotional purposes without additional consideration, compensation, permission, or notification.

19. LIMIT. ONE (1) ENTRY PER PERSON (REGARDLESS OF THE NUMBER OF EMAIL ADDRESSES OR REGISTERED MEMBER ACCOUNTS), or PER EMAIL ADDRESS (REGARDLESS OF WHETHER MORE THAN ONE PERSON USES THE SAME EMAIL ADDRESS). Only entries received online in accordance with these Official Rules will be accepted. No other forms of entry - fax, mail, email, phone or other - will be accepted. Entry materials/data that have been tampered with or altered are void.

20. PRIZES/WINNER SELECTION/APPROXIMATE RETAIL VALUE.

In-Game Digital Rewards for the Tournament: Participating Players may earn in-game digital rewards for their participation or placement throughout the Program. Digital Rewards have no real-world value and cannot be redeemed for cash.

Championship Points: Each player will earn Championship Points based on their Team's final placement at the end of each Tournament (except India) as follows:

February Cup (Per Region)				
Placement	Championship Points		Placement (cont)	Championship Points
1 - 16	see Monthly Finals		129 - 192*	10
17 - 24	38	- 	193 - 256*	8
25 - 32	30		257 - 384*	6
33 - 48	24	_	385 - 512**	5
49 - 64	19	_	513 - 768**	4
65 - 96	15		769 - 1,024**	3
97 - 128	12			

^{*} Championship Point awards not applicable to OCE Region

^{**} Championship Point awards not applicable to OCE, APAC, NA, MX, CA, SA-W, SA-E, and EU Regions

March & May Cup (Per Region)				
Placement	Championship Points		Placement (cont)	Championship Points
1 - 12	see Monthly Finals		97 - 128	12
13 - 16	47		129 - 192*	10
17 - 24	38		193 - 256*	8
25 - 32	30		257 - 384*	6

33 - 48	24
49 - 64	19
65 - 96	15

385 - 512**	5
513 - 768**	4
769 - 1,024**	3

^{*} Championship Point awards not applicable to OCE Region

^{**} Championship Point awards not applicable to OCE, APAC, NA, MX, CA, SA-W, SA-E, and EU Regions

February, March, and May Finals (Per Region)			
Placement	Championship Points	Placement (cont)	Championship Points
1	300	5 - 6	123
2	240	7 - 8	98
3	192	9 - 12	79
4	154	13 - 16	63

	Aeos Cup LCQ & Regional Finals LCQ (Per Region)			
Placement	Championship Points		Placement (cont)	Championship Points
1 - 12	see Aeos Cup		97 - 128	17
13 - 16	63		129 - 192*	13
17 - 24	50		193 - 256*	11
25 - 32	40		257 - 384*	8
33 - 48	32		385 - 512**	7
49 - 64	26		513 - 768**	5
65 - 96	21		769 - 1,024**	4

^{*} Championship Point awards not applicable to OCE Region

^{**} Championship Point awards not applicable to OCE, APAC, NA, MX, CA, SA-W, SA-E, and EU Regions

Aeos Cup (Per Region)			
Placement	Championship Points	Placement (cont)	Championship Points
1	500	5 - 6	205

2	400
3	320
4	256

7 - 8	164
9 - 12	131
13 - 16	105

	Regional Finals (Per Regio		
Placement	Championship Points		Placement (cont)
1	500		7 - 8
2	400		9 - 12
3	320		13 - 16
4	256		17 - 24
5 - 6	205		

Placement (cont)	Championship Points
7 - 8	164
9 - 12	131
13 - 16	105
17 - 24	84

<u>Monetary Prizes</u>: Eligible winners will be awarded a cash value as indicated by the chart below. All prizes are paid in US dollars. Prize money is only allocated to the top teams in the Aeos Cup, Regional Finals and World Championship. Prizes will be paid to individuals on the Team as indicated in the Individual Allocation column. The prize breakdown is as follows:

Aeos Cup (Per Region)				
Rank	Total Allocation	Individual Allocation		
1	\$10,000.00	\$2,000.00		
2	\$5,000.00	\$1,000.00		
3	\$4,000.00	\$800.00		
4	\$2,000.00	\$400.00		
5	\$1,250.00	\$250.00		
5	\$1,250.00	\$250.00		
7	\$750.00	\$150.00		
7	\$750.00	\$150.00		
Total	\$25,000.00	-		

Regional Finals (Per Region)				
Rank	Total Allocation	Individual Allocation		
1	\$20,000.00	\$4,000.00		
2	\$10,000.00	\$2,000.00		
3	\$8,000.00	\$1,600.00		
4	\$4,000.00	\$800.00		
5	\$2,500.00	\$500.00		
5	\$2,500.00	\$500.00		
7	\$1,500.00	\$300.00		
7	\$1,500.00	\$300.00		
Total	\$50,000.00	-		

Travel Awards: Players on the 16 teams that qualify for a spot at the World Championship (see Section 10 for details) will also receive a Travel Award to attend the event. The approximate retail value ("ARV") of each Travel Award is not to exceed five thousand U.S. dollars (\$5,000.00 USD).

World Championship				
Rank	Total Allocation	Individual Allocation		
1	\$100,000.00	\$20,000.00		
2	\$75,000.00	\$15,000.00		
3	\$65,000.00	\$13,000.00		
4	\$60,000.00	\$12,000.00		
5	\$45,000.00	\$9,000.00		
5	\$45,000.00	\$9,000.00		
7	\$25,000.00	\$5,000.00		
7	\$25,000.00	\$5,000.00		
9	\$10,000.00	\$2,000.00		
9	\$10,000.00	\$2,000.00		
9	\$10,000.00	\$2,000.00		
9	\$10,000.00	\$2,000.00		
13	\$5,000.00	\$1,000.00		
13	\$5,000.00	\$1,000.00		
13	\$5,000.00	\$1,000.00		
13	\$5,000.00	\$1,000.00		
Total	\$500,000.00			

The total of all prizes to be awarded is not to exceed One Million Seven Hundred Thousand U.S. dollars (\$1,700,000.00 USD).

<u>Prize Restrictions</u>: Limit one (1) prize per person per event. Any and all applicable federal, state, and local taxes and all fees and expenses related to acceptance and use of prize not specifically stated herein are the responsibility solely of the winner. Prize cannot be substituted, assigned or transferred; however, Administration reserves the right to make equivalent prize substitutions at its sole discretion with one of comparable or greater value. Administration will not replace any lost or stolen prizes or components of a prize. Prize cannot be used in conjunction with any other promotion or offer. Only the number of prizes stated in these Official Rules is available to be won in the Tournament.

Except where legally prohibited, each potential winner will be required to complete and return (or have their parent/legal guardian complete if potential winner is a minor in his or her place of residence), within

ten (10) days of the date notification is sent, an Affidavit of Eligibility, Liability & Publicity Release (the "Affidavit") in order to claim his or her prize. If after the first attempt to contact the potential winner, or the potential winner fails to sign and return the Affidavit within the required time period, or in the event that a potential winner is disqualified for any reason, the potential winner will be deemed to have forfeited the prize, and Administration in its sole discretion, will determine the disposition of the prize (e.g., may choose to donate the prize to another entity, at its sole discretion).

21. ENTRY ERRORS/ NO RETURN OF ENTRIES: Neither Administration nor Hosts are responsible for lost, late, incomplete, damaged, stolen, invalid, unintelligible or misdirected registrations, which will be disqualified. Neither Administration nor Host are responsible for any unavailability of or interruptions to any service or equipment used in connection with the Tournament, including, without limitation, (1) interruptions to any network, server, Internet, website, telephone, satellite, computer or other connections (2) failures of any telephone, satellite, hardware, software or other equipment, (3) garbled, misdirected or jumbled transmissions, or traffic congestion, or (4) other errors of any kind, whether human, technical, mechanical or electronic, or (5) the incorrect or inaccurate capture of entry or other information or the failure to capture any such information.

Once submitted, submissions and registrations become the sole property of Administration and will not be acknowledged or returned. Potential winners may be required to show proof of identification. Administration may require that the potential winner provide proof that he/she is the authorized account holder of the e-mail address and/or password associated with the winning entry.

22. POTENTIAL WINNERS. ALL POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY ADMINISTRATION, WHOSE DECISIONS ARE FINAL. ADMINISTRATION SHALL SOLELY DETERMINE ANY FORM OF VERIFICATION. A PLAYER IS NOT A WINNER OF ANY PRIZE UNLESS AND UNTIL PLAYER'S ELIGIBILITY HAS BEEN VERIFIED AND PLAYER HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE. ADMINISTRATION WILL NOT ACCEPT SCREEN SHOTS, AFFIDAVITS OR OTHER EVIDENCE OF WINNING IN LIEU OF ITS VALIDATION PROCESS. ANY REGISTRATION THAT OCCURS AFTER THE SYSTEM HAS FAILED FOR ANY REASON MAY BE DEEMED A DEFECTIVE REGISTRATION AND VOID.

Potential winners will be notified via email (or overnight mail) sent within fifteen (15) business days following the end of the Tournament Period to the address provided on the registration form.

A potential winner will be disqualified if (i) they do not comply with these Official Rules (or is otherwise determined to be ineligible), (ii) they do not respond to the prize notice within ten (10) days of its transmission (or receipt, if mailed), or if the emailed prize notice, after three (3) attempts, is returned as undeliverable, or (iii) the prize is undeliverable for any reason. If Administration notifies, or seeks to deliver a prize to or otherwise attempts to contact a potential winner, and such potential winner is subsequently disqualified, then Administration shall use its reasonable business judgment to determine, in its sole discretion, the disposition of the prize (e.g., may choose to donate the prize to another entity, at its sole discretion).

Winning a prize is contingent upon fulfilling all requirements set forth herein. Winners are solely responsible for any and all expenses, (e.g., meals and gratuities), relative to participation in the Tournament (including acceptance of any prize) not specified herein.

23. ADDITIONAL CONDITIONS. Participation constitutes entrant's full and unconditional agreement to these Official Rules and to Administration's decisions, whose decisions are final and binding in all matters related to the Tournament.

Administration reserves the right to conduct a background check of any and all records of any potential winner/travel companion, including without limitation, civil and criminal court records and police reports, and potential winners and their travel companions agree to submit to such background checks. To the extent necessary under law, winner/travel companion shall authorize this background check. Administration may also take all steps necessary to corroborate any information provided to Administration by winner/travel companion in his/her interview. In that regard, winner/travel companion will be obligated to provide necessary contacts and information so that Administration may conduct such investigation. Administration reserves the right (at its sole discretion) to disqualify a winner/travel companion based on the background check, and select an alternate.

CAUTION: ANY PERSON WHO ATTEMPTS DELIBERATELY TO UNDERMINE THE LEGITIMATE OPERATION OF THIS TOURNAMENT OR TO ALTER OR DAMAGE A WEBSITE MAY BE SUBJECT TO CIVIL AND/OR CRIMINAL PENALTIES AND FINES; AND ADMINISTRATION RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

24. RELEASE AND INDEMNITY. By participating in this Tournament and/or receiving a prize, players agree to release and to indemnify and hold harmless Administration, Hosts, and each of their respective related companies, and all of their respective officers, directors, employees and agents (collectively, the "**Released Parties**") for any liability, injury, death, loss or damages to entrant or any person or entity, including without limitation damage to personal or real property, caused in whole or in part, directly or indirectly, by participation in this Tournament (or related activities) or the acceptance, possession or use/misuse of a prize.

25. LIMITATIONS OF LIABILITY. THE RELEASED PARTIES WILL HAVE NO LIABILITY WHATSOEVER FOR, AND SHALL BE HELD HARMLESS BY YOU AGAINST, ANY LIABILITY FOR ANY INCORRECT OR INACCURATE INFORMATION, WHETHER CAUSED BY PLAYERS ERRORS OR BY ANY EQUIPMENT, HARDWARE, SOFTWARE OR PROGRAMMING ASSOCIATED WITH THE TOURNAMENT, INJURIES, LOSSES OR DAMAGES OF ANY KIND TO PERSONS, INCLUDING PERSONAL INJURY OR DEATH, OR PROPERTY RESULTING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM ACCEPTANCE, POSSESSION, MISUSE, OR USE OF A PRIZE, REGISTRATION OR PARTICIPATION IN THIS TOURNAMENT OR IN ANY TOURNAMENT RELATED ACTIVITY, OR ANY CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION OR INVASION OF PRIVACY, OR MERCHANDISE DELIVERY. THE RELEASED PARTIES ARE NOT RESPONSIBLE IF THE TOURNAMENT CANNOT OPERATE AS PLANNED, OR IF ANY PRIZE CANNOT BE AWARDED, DUE TO CANCELLATIONS, DELAYS, OR INTERRUPTIONS DUE TO ACTS OF GOD, ACTS OF WAR, NATURAL DISASTERS, THREATENED OR ACTUAL PUBLIC HEALTH CRISES (INCLUDING WITHOUT LIMITATION EPIDEMICS AND PANDEMICS, AND ANY SHUTDOWNS OR STAY-AT-HOME ORDERS RELATED THERETO), WEATHER, OR TERRORISM. THE RELEASED PARTIES ARE NOT RESPONSIBLE FOR ANY UNAVAILABILITY OF OR INTERRUPTIONS TO ANY SERVICE OR EQUIPMENT USED IN CONNECTION WITH THE TOURNAMENT, INCLUDING WITHOUT LIMITATION (1) INTERRUPTIONS TO ANY NETWORK, SERVER, INTERNET, WEBSITE, TELEPHONE, SATELLITE, COMPUTER OR OTHER CONNECTIONS (2) FAILURES OF ANY TELEPHONE, SATELLITE, HARDWARE, SOFTWARE OR OTHER EQUIPMENT, (3) GARBLED, MISDIRECTED OR JUMBLED TRANSMISSIONS, OR TRAFFIC CONGESTION, OR (4) OTHER ERRORS OF ANY KIND, WHETHER HUMAN, TECHNICAL, MECHANICAL OR ELECTRONIC, OR (5) THE INCORRECT OR INACCURATE CAPTURE OF ENTRY OR OTHER INFORMATION OR THE FAILURE TO CAPTURE ANY SUCH INFORMATION. BY PARTICIPATING IN THIS TOURNAMENT, YOU AGREE THAT THE RELEASED PARTIES WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY INJURIES, DAMAGES, OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES TO PERSONS, INCLUDING DEATH, OR TO PROPERTY ARISING OUT OF ACCESS TO AND USE OF ANY WEBSITE OR SOFTWARE PLATFORM ASSOCIATED WITH THIS TOURNAMENT OR THE DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM SUCH WEBSITE OR SOFTWARE PLATFORM.

WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THIS TOURNAMENT, INCLUDING ANY WEBSITE OR SOFTWARE PLATFORM ASSOCIATED WITH THIS TOURNAMENT AND ALL 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. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSIONS OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSIONS OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY. CHECK LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

- **26. DISPUTES/CHOICE OF LAW.** These Official Rules are governed by and construed in accordance with the laws of the State of Washington, excluding its conflict of law provisions, as applied to agreements executed by Washington residents and performed solely within the State of Washington, and you submit to personal jurisdiction in Washington. You irrevocably agree that the state and federal courts located in the State of Washington, U.S.A. will have exclusive jurisdiction over any dispute which may arise out of or in connection with these Official Rules in respect of any claim brought against us by you and will have non-exclusive jurisdiction over any claim brought against you by us. You agree to accept service of process by mail in the state or country in which your domicile is located as specified by you to us. THE PARTIES HEREBY WAIVE TRIAL BY JURY.
- **27. PRIVACY.** Personally identifiable information that is submitted by players as part of this Tournament will be used to administer the Tournament, select prize winners and fulfill prizes, and will be treated in accordance with TPCi's privacy policy accessible on its website at https://www.pokemon.com/us/privacy-notice/, Discord's online privacy policy as posted on its website at https://discord.com/privacy, Esports Engine's privacy policy at https://assets.esportsengine.co/docs/privacy.pdf and Battlefy's online privacy policy as posted on its website at https://battlefy.com/policies/privacy-policy.
- **28. WINNERS LISTS.** To view the winners' list for the Tournament, please visit Pokemon.com. The winners' list will be available after winner validation has been completed.
- **29. COPYRIGHT.** © 2022 Pokémon. © 1995 2022 Nintendo/Creatures Inc./GAME FREAK inc. TM, [®] Nintendo. All rights reserved.

30. REGIONAL ZONES

Japan

South Korea

North America:

Canada, United States of America (including Puerto Rico)

Europe:

Austria, Belgium, Czech Republic, Denmark, Finland, France, Germany, Guernsey, Isle of Man, Ireland, Italy, Jersey, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Spain, Sweden, Switzerland, United Kingdom

Mexico

Central America:

Colombia, Dominican Republic, Ecuador, El Salvador, Guatemala, Nicaragua

South America – West:

Argentina, Bolivia, Chile, Peru

South America – East:

Brazil, Paraguay, Uruguay

Asia Pacific:

Hong Kong, Indonesia, Malaysia, Philippines, Singapore, Thailand, Taiwan

Oceania:

Australia, New Zealand

India:

Excluding Andhra Pradesh, Assam, Nagaland, Odisha, Telangana, and Sikkim