

POKÉMON PLAYERS CUP II 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 SPONSOR’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 SPONSOR’S DECISIONS, WHICH ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE TOURNAMENT.

1. ELIGIBILITY: NO PURCHASE NECESSARY. No experience necessary. Pokémon Players Cup II (“**Tournament**”) is open to players who were in the Masters Division by the start of the 2020 Pokémon Organized Play Season (born in 2004 or earlier) and who meet the following criteria:

- Have a valid Player ID through a Play! Pokémon account at the time of entry (“**Account**”);
- Live in a country supported by the Play! Pokémon Regional Zones for North America, Europe, Latin America, or Oceania. For a full list of eligible countries, please refer to Section 24.
- **Additional Requirements for VG**
 - Link your Player ID to your Nintendo account;
 - Played in the Pokémon Players Cup II Qualifier online competition on Pokémon Sword or Pokémon Shield (“**Prequalifier**”) and qualified for the Region Qualifier.
- **Additional Requirements for TCG**
 - Attach their Player ID to their TCGO account;
 - Played at least one Players Cup Qualifier format tournament on TCGO between September 28, 2020 at 11:00AM PT and October 26, 2020 at 10:59AM PT (“**Prequalifier**”) and qualified for the Region Qualifier.

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. 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.

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

Employees, contractors, officers, and directors of Sponsor, Battlefy, Inc., Discord, Inc., 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.

2. SPONSOR. Pokémon Players Cup II is sponsored by The Pokémon Company International, Inc. (“**Sponsor**”) and hosted and organized through Battlefy, Inc. (“**Battlefy**”) and Discord, Inc. (“**Discord**”)

(individually a “**Host**”, together the “**Hosts**”). Additional vendors associated with the Tournament, if any, shall be deemed a Host for purposes of these Official Rules.

3. CONDITIONS OF PARTICIPATION. Sponsor 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, Sponsor may remove an entrant who, in Sponsor's sole judgment, has been disqualified, has questionable eligibility or is otherwise ineligible to enter. Without limiting the foregoing, Sponsor may modify, cancel, terminate, and/or suspend the Tournament if, in the Sponsor'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 Sponsor in its sole discretion reserves the right to forfeit prizes.

4. TIMING. Players who qualify for the Region Online Qualifiers through the Prequalifiers must register for the Region Online Qualifier within the set timeframe below:

- **VG** Region Online Qualifier Registration for the Tournament begins on October 26, 2020, at 9:00AM through October 30, 2020, at 9:00AM (the “**Registration Period**”). For purposes of these Official Rules all times are Pacific Time. (“**PT**”).
- **TCGO** Registration for the Tournament begins on October 30, 2020, at 9:00AM and ends on November 3, 2020 at 9:00AM (the “**Registration Period**”). For purposes of these Official Rules all times are Pacific Time. (“**PT**”).

5. HOW TO REGISTER. At the beginning of the Registration Period, all eligible players will be emailed a link and instructions to register on our registration platform using RK9 Labs, Inc. (“**RK9**”). Players will need to enter their Discord and Battlefy usernames during registration, so those accounts must be created before registering with RK9. The link will be emailed only to the address listed on your Account. Each eligible player only needs to register once during the Registration Period. In the event of a dispute regarding the identity of a player, the entry will be declared made by the person in whose name the entry was made or, if the player’s name is not known, then by the authorized Play! Pokémon account holder. As part of the registration process, you (and your parent/legal guardian if you are a minor) must consent to the Play! Pokémon Terms of Use (<https://www.pokemon.com/us/play-pokemon/play-pokemon-terms-of-use/>) and agree to abide by the terms set out in the Play! Pokémon Tournament Rules Handbook (<https://assets.pokemon.com/assets/cms2/pdf/play-pokemon/rules/play-pokemon-tournament-rules-handbook-06192020-en.pdf>).

It is the sole responsibility of the player to notify the Sponsor during the Tournament Period if his or her e-mail address changes.

6. PLAY! POKEMON REGISTRATION. To play in the Tournament, you must have a valid Player ID through a Play! Pokémon account at the time of entry (“**Account**”) and:

- For **VG**, you must link your Player ID to your Nintendo account; or
- For **TCG**, you must attach your Player ID to your TCGO account.

Registration is free. You are responsible for the secrecy of your password. Sponsor, Hosts and other third parties are not responsible or liable for any actions taken using your password.

7. HOW TO PLAY.

Tournament game play will begin on November 7, 2020 and will end on December 5, 2020 after the final match concludes (the “**Tournament Period**”). The Tournament will progress in successive stages, as described below:

The “**Region Online Qualifier**” begins on November 7, 2020 and ends on November 14, 2020 after the final match concludes. The Region Online Qualifier will operate a double elimination bracket taking place over two weekends.

1. Each Regional Zone will play its own bracket, independent from the other Regional Zones. Start times will vary between Regional Zones. Sponsor will communicate Regional Zone start times to eligible players during registration.
2. Region Online Qualifier players must be available to participate at the date and time specified by Sponsor. If a player is unavailable, they will not be entered into the Region Online Qualifier, nor will they be replaced.
3. Players will be seeded in a double elimination-style bracket based on each player’s ranking in the Prequalifier.
4. Region Online Qualifier players must register their decks or teams in Sponsor’s designated system.
5. The remaining number of players listed below for each Regional Zone will advance to the Pokémon Players Cup II Finals:
 - North America – final four (4) players advance to the Pokémon Players Cup II Finals
 - Latin America – final four (4) players advance to the Pokémon Players Cup II Finals
 - Europe – final four (4) players advance to the Pokémon Players Cup II Finals
 - Oceania – final four (4) players advance to the Pokémon Players Cup II Finals

The “**Pokémon Players Cup II Finals**” will be held on December 5, 2020. The Pokémon Players Cup II Finals will be a standalone phase with sixteen (16) players from across the Regional Zones, as designated above.

1. Pokémon Players Cup II Finals players must be available to participate on the date specified above and at the times designated by Sponsor. If a player is unavailable, they will not be entered into the Pokémon Players Cup II Finals or replaced.
2. Pokémon Players Cup II Finals is a double elimination bracket of the top players from each of the Region Online Qualifiers.
3. The final four (4) players will be declared the potential winners of the Tournament and could each earn ONE (1) travel award to a Pokémon International Championship of their choosing to be claimed within ten (10) years from the date of winning.

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

Player’s Ineligibility or Unavailability: If at any time Sponsor in its sole discretion determines a player is not eligible to participate, or if a player advancing to the Region Online Qualifier or the Pokémon Players Cup II Finals is unable or unavailable to participate at the scheduled date(s) and time(s), Sponsor in its sole discretion will eliminate the player from the tournament and player would forfeit any and all potential prizing.

Match Monitoring; Tiebreakers: Region Online Qualifier and Pokémon Players Cup II Finals matches will be monitored by judges (“**Staff**”) who will act as Sponsor’s representatives and match referees. Staffs’ match decisions are final and binding and will be made in Staffs’ sole discretion. In the event of a tie in any Phase between players, the player who has the higher seed in the match immediately prior to the tie will be deemed the tiebreaker winner.

8. HOW WINNERS ARE CHOSEN: Digital Rewards (as defined in Section 14 below) may be awarded to all players. Grand Prize (as defined in Section 14 below) winners will be the final four (4) players in the Pokémon Players Cup II Finals, subject to verification by Sponsor.

9. TOURNAMENT RULES Players are required to comply with all applicable laws at all times. Players must at all times observe and abide by all Play! Pokémon Rules found in the Play! Pokémon Rules and Resource section: <https://www.pokemon.com/us/play-pokemon/about/tournaments-rules-and-resources/>.

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 Sponsor. Players must behave in a professional and sportsmanlike manner in their interactions with other players and Sponsor.

Players may not use obscene or offensive gestures or profanity in their Account name, username, in-game name, screennames, email address, Tournament chats/communications, filmed match play, or other public-facing communications of any kind. Sponsor 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 Sponsor representatives.

Tournament Software: Any intentional use, or attempted use, by a player of any bugs or exploits in any Tournament-related software including without limitation *Pokémon Sword* and *Pokémon Shield* video games, as well as including without limitation the Trading Game Online platform, the Battlefy bracket platform and the Discord chat platform, is strictly prohibited and could result in disqualification of player by Sponsor.

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: Sponsor 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, Sponsor, Hosts, 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 Sponsor, Hosts, or any of their respective agents, affiliates, subsidiaries, representatives or service providers, other players, the Tournament, or any other product or service of Sponsor 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.

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, Sponsor, Hosts, or any of their respective agents, affiliates, subsidiaries, representatives or service providers, other players, the Tournament or any other product or service of Sponsor 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 Sponsor, Hosts, or their respective agents, affiliates, subsidiaries, representatives or service providers, other players, the Tournament or any other product or service of Sponsor or its agents, affiliates, subsidiaries or representatives, as determined by Sponsor 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 Sponsor 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, SPONSOR MAY, IN ITS SOLE DISCRETION, DISQUALIFY SUCH PLAYER AT ANY TIME DURING THE TOURNAMENT AND/OR REQUIRE THE RETURN OF ANY PRIZE WON.

10. BROADCAST SUBMISSION REQUIREMENTS: Sponsor may require players to record and submit their match play to Sponsor (each such recording, a “**Submission**”). Sponsor may, in its sole discretion, compile players’ Submissions and broadcast or otherwise publicly display Submissions as part of Sponsor’s coverage and publicity of the Tournament for a potential broadcast of general Tournament coverage by Sponsor. Sponsor may also prohibit players from live-streaming their matches and may require players to keep their match results confidential until publicly broadcast by Sponsor. All Submissions:

- **MUST NOT** contain material which is (or promote activities which are) in Sponsor’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 Sponsor.

- 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 Sponsor. Submissions must not include commercial music.

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

11. 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 non-proprietary and Sponsor shall have no obligation of any kind with respect to such Submission. Sponsor 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 Sponsor 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 Sponsor 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 Sponsor 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 Sponsor shall be the sole property of Sponsor. You further agree that if Sponsor elects to use your Submission, you (or your parent/legal guardian if you are a minor) will execute any documents requested by Sponsor regarding this assignment. IF ANY USE BY SPONSOR OF THE SUBMISSION CAUSES IT TO BE LIABLE TO ANY THIRD-PARTY, YOU AGREE TO INDEMNIFY SPONSOR 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.

12. PUBLICITY RELEASE: Except where prohibited by law, by participating in the Tournament, you grant to Sponsor, Hosts, and their respective agents, affiliates, subsidiaries, representatives or service providers (which grant will be confirmed in writing on Sponsor'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.

13. 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.

14. PRIZES/WINNER SELECTION/APPROXIMATE RETAIL VALUE.

In-Game Digital Rewards for TCGO: TCG Players may receive Trading Card Game Online in-game digital rewards (“**Digital Rewards**”). Digital Rewards can only be used within the Pokémon Trading Card Game Online platform, are cosmetic in nature and do not affect gameplay. Digital Rewards have no real-world value and cannot be redeemed for cash.

Grand Prizes: The final four (4) TCGO and the final four (4) VG Pokémon Players Cup II Finals players will each receive a travel award to attend a Pokémon International Championship of their choosing within ten (10) years provided the player is in good standing with Play! Pokémon. The approximate retail value (“**ARV**”) of each Grand Prize is not to exceed five thousand U.S. dollars (\$5,000.00 USD).

The total ARV of all prizes to be awarded is not to exceed forty thousand U.S. dollars (\$40,000.00 USD).

Grand Prize Restrictions: Limit one (1) grand prize per person. 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 winner. Prize cannot be substituted, assigned or transferred; however, Sponsor reserves the right to make equivalent prize substitutions at its sole discretion with one of comparable or greater value. Sponsor 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 Sponsor 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).

15. ENTRY ERRORS/ NO RETURN OF ENTRIES: Neither Sponsor nor Hosts are responsible for lost, late, incomplete, damaged, stolen, invalid, unintelligible or misdirected registrations, which will be disqualified. Neither Sponsor 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 Sponsor and will not be acknowledged or returned. Potential winners may be required to show proof of identification. Sponsor 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.

16. POTENTIAL WINNERS. ALL POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR, WHOSE DECISIONS ARE FINAL. SPONSOR SHALL SOLELY DETERMINE ANY FORM OF VERIFICATION. A PLAYER IS NOT A WINNER OF ANY PRIZE UNLESS AND UNTIL PLAYER’S ELIBIGILITY HAS BEEN VERIFIED AND PLAYER HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE. SPONSOR 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) he/she does not comply with these Official Rules (or is otherwise determined to be ineligible), (ii) he/she does 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 Sponsor notifies, or seeks to deliver a prize to or otherwise attempts to contact a potential winner, and such potential winner is subsequently disqualified, then Sponsor 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.

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

Sponsor 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. Sponsor may also take all steps necessary to corroborate any information provided to Sponsor 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 Sponsor may conduct such investigation. Sponsor 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 SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

18. RELEASE AND INDEMNITY. By participating in this Tournament and/or receiving a prize, players agree to release and to indemnify and hold harmless Sponsor, 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.

19. 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 INACURATE 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.

20. 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.

21. 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 Sponsor's privacy policy accessible on its website at <https://www.pokemon.com/us/privacy-notice/>, and in accordance with RK9's privacy policy as posted on its website at <https://rk9labs.com/privacy>, Discord's online privacy policy as posted on its website at <https://discord.com/privacy>, and Battlefy's online privacy policy as posted on its website at <https://battlefy.com/policies/privacy-policy>.

22. WINNERS LISTS. To view the winners' list for the Tournament, please visit [Pokemon.com](https://www.pokemon.com). The winners' list will be available after winner validation has been completed.

23. COPYRIGHT. ©2020 The Pokémon Company International, Inc. Pokémon® and other logos or trademarks listed herein are trademarks of Sponsor. All rights reserved.

24. REGIONAL ZONES

North America:

Canada, United States of America (including Puerto Rico)

Europe:

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

Latin America:

Argentina, Bolivia, Brazil, Chile, Colombia, Costa Rica, Dominican Republic, Ecuador, El Salvador, Guatemala, Mexico, Nicaragua, Paraguay, Peru, Uruguay

Oceania:

Australia, New Zealand