



2018 PLAY! POKÉMON™ CHAMPIONSHIPS

RELEASE, WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND HOLD HARMLESS AGREEMENT ("RELEASE")

This is an important legal document. Read it carefully before signing.

I, _____ [print winner's full name] am the winner of an Invitation and/or Travel Award (each a "Prize") to the one or more of the following championship events sponsored by The Pokémon Company International, Inc. ("Pokémon"): **2018 North American Trading Card Game or Video Game International Championships; or 2018 Pokémon Trading Card Game or Video Game World Championships** (the "Event") which are sponsored by Pokémon. I acknowledge acceptance of the Prize as governed by the Official Rules relating to the specific event located at <http://www.pokemon.com/us/play-pokemon/travel-award-rules/>. By signing this Release, I voluntarily agree to be bound by the terms and conditions of this Release. For purposes of this Release, the Prize is defined to include participation in all activities related to the Prize including, but not limited to, traveling to and from the site of the Event, tours made in conjunction with participation in the trip, and attendance at the Event or any event that may be held with the Event, and any other events or performances of any kind.

COMPANION:

I, _____ [print companion's full name] am traveling to one or more Events as a companion to the prize winner above. I acknowledge that I am traveling as a companion at the expense of Pokémon pursuant to the terms of the Prize as governed by the Official Rules relating to the specific event located at www.pokemon.com/us/play-pokemon/travel-award-rules/. By signing below, I voluntarily agree to be bound by the terms and conditions of this Release.

RISK ASSUMPTION:

I voluntarily assume and accept any and all risks related to the use of the Prize, including, but not limited to, any physical hazards, risks and dangers, injuries or losses that may occur to me, any of my family members, my property or anyone else who uses the Prize, whether or not such usage was expressly authorized by me.

RELEASE AND HOLD HARMLESS:

BY USING THE PRIZE AND BY ATTENDING THE EVENT PURSUANT TO THE PRIZE AS A WINNER, OR COMPANION OF A PRIZE WINNER, I AGREE TO RELEASE AND HOLD HARMLESS POKÉMON AND THE POKÉMON COMPANY, AND THEIR AFFILIATES AND THEIR RESPECTIVE SUBSIDIARIES, SUPPLIERS, OFFICERS, DIRECTORS, REPRESENTATIVES, AGENTS AND EMPLOYEES (HEREINAFTER COLLECTIVELY REFERRED TO AS "POKÉMON") FROM AND AGAINST ALL CLAIMS, EXPENSES, LOSSES OR DAMAGES TO PROPERTY OR PERSON OF ANY KIND, INCLUDING DEATH, CAUSED IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, BY THE ACCEPTANCE, POSSESSION, MISUSE, OR USE OF THE PRIZE OR PARTICIPATING IN THE EVENT OR ANY EVENTS OR PERFORMANCES OF ANY KIND ATTENDED BY ME IN CONNECTION THEREWITH. THIS RELEASE EXTENDS TO CLAIMS FOR THE NEGLIGENCE OF POKÉMON.

NO COMPENSATION:

I agree that I will not be paid or compensated in any way for my acceptance of the Prize. No promises of future payment or employment have been made to me in connection with my usage of the Prize.

EXPENSES:

I acknowledge that I am responsible for any and all expenses, including applicable taxes, which are not expressly included in the Prize pursuant to the Official Rules.

CONSENT TO PUBLICITY:

I understand that at this event or related activities, I may be photographed or videotaped by or on behalf of Pokémon and that Pokémon may wish to publish, or Pokémon-authorize third parties to publish, the composition of my deck or Pokémon video game party, and any oral or written statement that I may make in connection with Pokémon products or the Event and related information. I irrevocably grant and assign to Pokémon and its affiliates and those acting under its authority the absolute right and permission worldwide to use, publish and/or, broadcast my name, picture, voice recording, deck composition or methods of play, use, or collecting of Pokémon Trading Card game cards and likeness and/or moving images of me in any manner or media whatsoever currently in existence or hereinafter invented for publicity, for trade or commercial purposes, for promotion and/or for sale of Pokémon products, and/or including, but not limited to for use, on or in print advertising, direct mail, website use, in or on broadcast media, home video, DVD/CD-Rom, video tape, or in other format, in or on brochures, point of sale materials, on product packaging, and/or on product or on merchandise itself. For the avoidance of doubt, I agree to be streamed onto the Internet while I play at the event and grant to Pokémon and Pokémon-authorized third parties the absolute right and permission worldwide to use my name, voice, method of play, and likeness and/or moving images of me on live streaming of the event.

I agree that any voice recording, picture, likeness and/or moving images taken of me the Event and all copies thereof are owned by Pokémon. If I should receive any print, negative or other copy, I shall not authorize its commercial use by anyone else.

I shall have no right of approval, no claim to additional compensation or any royalty and no claim (including without limitation, claims based upon invasion of privacy, defamation or right of publicity) arising out of any use, alteration, distortion or illusionary effect, optical illusion, faulty reproduction or otherwise.

VENDORS:

I acknowledge and agree that Pokémon may use outside contractors ("vendors") such as travel agents and hotel staff to provide travel, accommodation and seating arrangements and other fulfillment services for the Prize. In the course of doing so, these vendors can come into contact with some of my personal information. I consent to Pokémon providing my personal information to such vendors in connection with fulfilling the Prize.

AGE:

I represent and warrant to Pokémon that I am not a minor and that I have completely read and understand the terms and conditions of this Release and voluntarily agree to be bound by this Release. If I am a minor I understand that the signature of my parent/legal guardian is required and will operate as acceptance of the terms of this Release on my behalf and on their behalf.

GOVERNING LAW:

I agree that this document will be governed by and interpreted under the laws of the State of Washington, USA, without regard to principles of conflicts of law. I agree that any legal action brought by me or Pokémon with regard to or arising out of any matters set forth in this document shall be brought only in an appropriate state or federal court in King County, Washington. I consent to the jurisdiction and venue of such courts for these purposes.

SEVERABILITY:

I agree that if a court determines that any provision of this Release is invalid or unenforceable, then that provision shall be modified or severed to the maximum extent permitted by law. However, any and all other provisions shall remain valid and be given full force and effect in a valid and enforceable manner to accomplish the purpose of this Release, which is that it shall be an enforceable release of liability and indemnification of Pokémon.

APPLICABLE TO CALIFORNIA RESIDENTS: WAIVER OF SECTION 1542, CALIFORNIA CIVIL CODE. This Release, notwithstanding Section 1542 of the California Civil Code which provides that:

"A general release does not extend to claims which the party does not know or suspect to exist in his or her favor at the time of executing this release, which if known by him or her must have materially affected his settlement with the other party."

is meant to and does Release Pokémon from all injuries, damages, or losses to person or property, real or personal, whether known, unknown, foreseen, unforeseen, patent or latent, which I may have against Pokémon, and by our respective signatures hereto, me and my parent or legal guardian (if I am a minor), agree that we understand and acknowledge the significance and the consequence of such special waiver of Section 1542, and assume the full responsibility for any injuries, damages or losses which I may have suffered or may suffer in the future.

ACKNOWLEDGEMENT:

I have completely read and understand the terms and conditions of this Release and voluntarily agree to be bound by this Release. I have represented to Pokémon that I am either not a minor and have signed this Release or that I am a minor and have signed this Release and my parent/legal guardian has also signed this Release on my behalf and on behalf of himself or herself.

If I am a minor, my parent/legal guardian by signing below agrees to be bound by this Release on my behalf and on behalf of himself or herself.

PRIZE WINNER:

Signature of Winner

Date

Print Winner's Name: _____

Address: _____

City: _____ State: _____ Zip/postal Code: _____

Telephone Number: _____

PARENT/LEGAL GUARDIAN SIGNATURE REQUIRED BELOW IF WINNER IS UNDER 21 IN MISSISSIPPI, PENNSYLVANIA AND PUERTO RICO; UNDER 19 IN ALABAMA, ALASKA, AND NEBRASKA, AND UNDER 18 IN ALL OTHER STATES IN THE U.S. OUTSIDE OF U.S., REQUIRED IF WINNER IS UNDER 18 OR IF WINNER IS A MINOR UNDER THE LAWS OF THE LOCATION WHERE WINNER RESIDES.

Signature of Parent/Legal Guardian of Winner

Date

Print Parent/Legal Guardian Name: _____

Address: _____

City: _____ Country: _____ Zip/postal Code: _____

Telephone Number: _____

CONSENT TO CHAPERONE:

[Please complete if applicable:] I am a minor, and my parent/legal guardian desires and represents, and by signing above consents and agrees as follows: _____ **[print chaperone's full name here]** (who is not a minor and not Winner's parent/legal guardian), may accompany my child named above and the other family members and companions who join my child, as the guardian of such child/children in connection with the Prize (including without limitation, traveling to and sharing a hotel room with me at the Event).

OR

[Please complete if applicable:] I have won a Travel Award for two to the Event. The Chaperone listed below (who is not a minor) will be traveling to one or more Championship events as a companion to the prize winner above.

Signature of Chaperone

Date

Print Chaperone Name: _____

Address: _____

City: _____ Country: _____ Zip/postal Code: _____

Telephone Number: _____