

## **Play! Pokémon Scholarship Program Terms and Conditions**

### **Purpose of the Program**

The Pokémon Company International Inc. (“**Pokémon**”) has developed the Play! Pokémon™ Scholarship Program (the “**Program**”) to reward those who excel in Play! Pokémon events (“**Events**”) by providing scholarship awards (“**Scholarships**”) in the form of financial grants to aid the winners in pursuing their educational studies. The following materials describe the terms and conditions of the Program (“**Terms**”).

### **Grant of Scholarships**

If Pokémon plans to grant a Scholarship or Scholarships to participants at a Play! Pokémon Event, it will announce in advance of that Event how such Scholarships are to be awarded. The number and value of Scholarships to be awarded at an individual Event, which will be determined on an event-by-event basis and may vary at Pokémon’s discretion, will be set forth in the competition rules (the “**Rules**”) for the applicable Event, or such other documentation as Pokémon designates in those Rules. The announced face value of each Scholarship awarded is the full amount of the money the winning recipient will be paid. All Scholarships are paid in US dollars, unless otherwise specified by Pokémon. No interest will be paid on the Scholarship award to the recipient. Scholarships may be subject to national, provincial, state, and local taxes, which are the recipient’s responsibility, as are any other fees and expenses related to the acceptance and use of the Scholarship award.

Scholarships may be redeemed for cash (which may be provided in the form of a check or gift card) once a recipient has reached the age of 18 by contacting Pokémon’s Scholarship Administrator at awards@pokemon.com. Beyond redemption of cash value, Scholarships cannot be transferred, substituted, or redeemed for cash, except as expressly provided herein or at Pokémon’s sole discretion.

Scholarships are void where prohibited by law. Scholarships are subject to all applicable national, state, provincial, and local laws, regulations, and ordinances. All Scholarships are awarded subject to the restrictions and criteria listed below, and subject to the recipients’ maintaining eligibility requirements, as defined in these Terms.

### **Eligibility/Right to Receive Scholarships**

A recipient shall be entitled to receive his or her Scholarship, provided that he or she (1) meets all eligibility requirements and satisfies all prerequisites for the distribution of Scholarship funds as set forth below and/or in the Event Rules; and (2) makes a request for disbursement of the Scholarship funds to pay for “**qualified expenses**” when he or she is a “**candidate for a degree**” at a “**qualified educational institution,**” as each of these terms is hereafter described.

Recipients (and/or their parent(s) or legal guardian(s)) may not be employees, officers, or directors of Pokémon or its affiliates, subsidiaries, consultants, contractors, legal counsel, agents, representatives, or its promotional, public relations, advertising, and marketing agencies, or a member of the immediate families of any of the foregoing (spouses, parents, siblings, and children, regardless of where they live) or living in the same household as any of the foregoing.

### **Candidate for a Degree**

At the time a recipient requests a disbursement of his or her Scholarship, the recipient must be a “candidate for a degree.” A candidate for a degree is any of the following:

- (I) A full-time student at a qualified primary or secondary school; or
- (II) A full-time or part-time undergraduate or graduate student at a qualified college or university who is pursuing studies or conducting research to meet the requirements for an academic or professional degree. The student may pursue studies or conduct research at an educational organization other than the one conferring the degree, if such study or research meets the requirements for the award of credit of the educational organization granting the degree; or

- (III) A full-time or part-time student at a qualified educational institution that both:
- (a) provides an education program that is acceptable for full credit toward a bachelor's or higher degree, or offers a program of training to prepare students for gainful employment in a recognized occupation, and
  - (b) is authorized under national, state, provincial, and/or local law to provide such a program and is accredited by a nationally recognized accreditation agency.

**Qualified Educational Institutions**

Qualified educational institutions are generally elementary schools, middle schools, high schools or secondary schools, community colleges, colleges, universities, graduate schools, and some technical schools and trade schools (or country equivalents) anywhere in the world at which the Scholarship recipient is a candidate for a degree. Frequently, qualified educational institutions have received government or third-party accreditation or qualification. Pokémon shall determine at its sole discretion whether or not a school is a qualified educational institution for purposes of the Program. Without limiting Pokémon's discretion, Pokémon generally will consider any school to be a qualified educational institution under the Program if it normally maintains a regular faculty and curriculum, normally has a regularly enrolled body of pupils or students in attendance at the place where its educational activities are regularly carried on, and is accredited by a nationally recognized accreditation agency. Homeschool students are not qualified to receive Scholarships.

**Qualified Expenses**

The Scholarship(s), which will be paid directly to the recipient (and if the recipient is under the age of legal majority, only with the consent of his or her parent or legal guardian), may be applied only to the following categories of expenses incurred by the Scholarship winner:

- (I) tuition and fees required for the enrollment or attendance of a student at a qualified educational institution, and
- (II) fees, books, supplies, and equipment required for courses of instruction at such qualified educational institution.

The Scholarship may not be applied to any other expenses, including, without limitation, the following items: room and board, travel, research, clerical help, equipment, or other expenses not required for enrollment in or attendance at a qualified educational institution.

**Prerequisites to Receive Distributions**

To qualify for a distribution of the Scholarship, the recipient (or, if the recipient is under the age of legal majority, his or her parent or legal guardian) must first fulfill certain prerequisites, including completion of certificates and/or other documentation: (A) agreeing to abide by the Terms of the Program; (B) certifying 1) that the recipient has been admitted to and/or is currently enrolled at a qualified educational institution, and is currently or will be a candidate for a degree, and 2) that the recipient will use the Scholarship funds only for qualified expenses at such qualified educational institution; and (C) consenting to the release of the recipient's personal information to third parties in connection with Pokémon's administration of the Scholarship. Except where prohibited by law, the recipient must sign a document releasing Pokémon and related parties from liability and consenting to allow Pokémon to use his or her name, city of residence, voice, photograph, video, statements, likeness, and/or deck composition, without additional compensation, notification, or permission, in any publicity or advertising, sales, and promotions carried by or on behalf of Pokémon, its agencies and affiliates, in any medium throughout the world in perpetuity, and must provide such other information and documentation as Pokémon shall reasonably require.

**All requests for distributions are subject to verification for eligibility by Pokémon, whose decisions are final and binding in all matters related to the Scholarships. A potential Scholarship recipient will not be disbursed any Scholarship funds unless and until eligibility for disbursement has been verified and the recipient has been notified that verification is complete.**

The Scholarship money is paid directly to the Scholarship recipient. Disbursements to recipients who are minors in their jurisdiction of legal residence will be made to the recipients only after receiving the written consent of the minor's parent or legal guardian.

#### **Expiration/Termination of Scholarships**

Each Scholarship expires on the later of two dates: (I) the recipient's 28th birthday; or (II) the date that is ten (10) years following the date upon which the Scholarship is granted (that is, the date that the Scholarship winner wins the Event). Notwithstanding the foregoing, if the Scholarship has not already expired or terminated, the Scholarship will terminate upon the death of the Scholarship winner, whenever that may occur.

If the Scholarship winner does not use all of the Scholarship before it expires or terminates, Pokémon will donate the money to a registered charity or a nonprofit, 501(c)(3) organization of Pokémon's choosing whose work focuses on one of the following: (i) provision of basic human needs such as food, clothing, and shelter; (ii) children, family, and youth initiatives; (iii) promotion of education, particularly efforts benefitting an entire school; (iv) women's initiatives, such as domestic-violence prevention efforts and women's health initiatives; and/or (v) environmental stewardship. Any such donation will be made anonymously or in the name of Pokémon, but not in the name of the Scholarship recipient.

If Pokémon is unable to locate a recipient to distribute all or part of his or her Scholarship before the expiration or termination date, and/or if the Scholarship winner does not supply information to Pokémon as required by the Program, then the Scholarship winner and/or transferee will forfeit all rights to the Scholarship, and Pokémon will donate the undistributed money to a charity selected by Pokémon. Any such donation will be made anonymously or in the name of Pokémon, but not in the name of the Scholarship recipient.

#### **Program Modifications and Discretion of Pokémon**

The Program may be modified from time to time provided, however, that any future modification will not revoke or reduce any Scholarships already awarded before the modification dates.

By accepting the Scholarship, the recipient (and, if the recipient is under the age of legal majority, his or her parent or legal guardian) agrees to abide by the Terms, and agrees that the determination by Pokémon as to any interpretation of any aspect of this Program, or of whether a recipient of the Scholarship has complied with any provision of this Program, shall be final and binding. Pokémon reserves the right, in its sole discretion, to terminate, close, suspend, reinstate, or amend, in whole or in part, the Program or any individual Scholarship at any time without prior notice for any reason whatsoever.

#### **Income Tax Consequences**

National, state, provincial, and local tax rules vary, and the recipient and/or his or her parent(s) or legal guardian(s) are responsible for complying with all relevant tax laws, reporting, and recordkeeping requirements. Pokémon assumes no responsibility for the tax consequences of Scholarships or the cash value of those Scholarships should recipients be given an opportunity to redeem a Scholarship for cash. Recipients should consult with a tax adviser.

#### **Disclaimer**

Pokémon and its agencies are not responsible for lost, late, incomplete, damaged, stolen, misdirected, or illegible entries; lost, interrupted, or unavailable network, server, or other connections, garbled transmissions or miscommunications, or telephone transmission problems; computer or software malfunctions or damage to a user's computer equipment (software or hardware); technical failures; or other errors or malfunctions of any kind whether human, mechanical, electronic, or otherwise. Proof of sending or submission will not be deemed proof of receipt by Pokémon. Pokémon's failure to enforce any term shall not constitute a waiver of that provision. BY PARTICIPATING IN THE PROGRAM, THE RECIPIENT AGREES THAT POKÉMON, ITS AFFILIATES, SUBSIDIARIES, AND REPRESENTATIVES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AND AGENTS (THE "RELEASED PARTIES") WILL HAVE NO LIABILITY WHATSOEVER FOR, AND SHALL BE HELD HARMLESS BY RECIPIENTS AGAINST, ANY LIABILITY FOR

ANY INJURIES, LOSSES, OR DAMAGES OF ANY KIND TO PERSONS, INCLUDING PERSONAL INJURY OR DEATH, OR TO PROPERTY RESULTING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM ACCEPTANCE, POSSESSION, MISUSE, OR USE OF THE SCHOLARSHIP, OR FROM ANY SCHOLARSHIP-RELATED ACTIVITY, OR ANY CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION, OR INVASION OF PRIVACY. THE RELEASED PARTIES ARE NOT RESPONSIBLE IF ANY SCHOLARSHIP CANNOT BE AWARDED DUE TO CANCELLATIONS, DELAYS, OR INTERRUPTIONS DUE TO ACTS OF GOD, ACTS OF WAR, NATURAL DISASTERS, WEATHER, OR TERRORISM. BY PARTICIPATING IN THIS PROGRAM, THE RECIPIENT AGREES 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 ASSOCIATED WITH THIS PROGRAM OR THE DOWNLOADING FROM AND/OR PRINTING OF MATERIAL DOWNLOADED FROM SUCH SITE.

### **Disputes**

Except where prohibited, the recipient agrees that: (1) any and all disputes, claims, and causes of action arising out of or connected with this Scholarship shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Western District of Washington or the appropriate State Court located in King County in the State of Washington; (2) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Scholarship, but in no event attorneys' fees; and (3) under no circumstances will the recipient be permitted to obtain awards for, and the recipient hereby waives all rights to claim, indirect, punitive, incidental, and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of the recipient and Pokémon in connection with the Scholarship, shall be governed by, and construed in accordance with, the laws of the State of Washington, without giving effect to any choice of law or conflict of law rules (whether of the State of Washington or any other jurisdiction) which would cause the application of the laws of any jurisdiction other than the State of Washington.

### **Communicating with Pokémon**

All communications with Pokémon must be in writing and require a confirmation in writing back from Pokémon. The Scholarship recipient, and/or if the Scholarship recipient or transferee is under the age of legal majority, his or her parent or legal guardian, as applicable, is responsible for keeping Pokémon informed of any changes to his or her addresses or contact information.

The Program is managed by The Pokémon Company International, which may hire one or more third parties to assist in the administration of the Program. Copies of the certificates, notices of transfer, and other forms used in the administration of the Program may be obtained at [www.pokemon.com](http://www.pokemon.com) or by contacting the Scholarship Administrator.

To contact Pokémon and its Scholarship Administrator, send an email to [awards@pokemon.com](mailto:awards@pokemon.com), or send a letter to Scholarship Administrator, The Pokémon Company International, 601 108th Ave NE Suite 1600, Bellevue, WA 98004 USA.