

POKKÉN TOURNAMENT EARLY ACCESS COMPETITION
REGIONAL QUALIFIER TOURNAMENTS
OFFICIAL RULES

1. OVERVIEW:

- **Event:** “Pokkén Tournament Early Access Competition” will consist of eight (8) qualifying local events (each, a “Local Event,” and collectively, the “Local Events”).
- **Locations:** The Local Events will take place at eight (8) GameStop, Inc. (“GameStop”) retail store locations across the United States, as specified in Section 3 below.
- **Dates & Times:** The Local Events will take place on February 27, 2016 and will each start at 11:00 a.m. local time and end by 5:30 p.m. local time. The Local Events’ dates, times, locations, and prizes are subject to change, without notice, at Nintendo’s sole discretion.
- **Game:** Pokkén Tournament
- **Sponsor:** Nintendo of America Inc., 4600 150th Ave NE, Redmond, Washington 98052 (“Nintendo”).
- **Divisions:**
 - Senior Division (born 2001 or later)
 - Masters Division (born 2000 or earlier)
- **Participation:**
 - Participation in the Local Events will be on a first-come, first-served basis with no pre-registration required.
 - Attendees may begin registering for the Local Events at 10:00 a.m. local time (or such later time as the applicable mall or shopping center opens). Registration forms will be available at the Local Events and at www.pokemon.com/PokkenTournament for printing prior to the Local Events.
 - In order to be eligible to participate, attendees who are under the age of 18 or the legal age of majority in their state of residence must have a parent or legal guardian complete the official registration form as specified in Section 2 below and must be accompanied by an adult in order to be eligible to participate in a Local Event.
 - The first 32 eligible participants in line for each Division at each Local Event will be provided with a wristband to compete at that Local Event.
 - Attendees must be present to be selected to compete, must complete an official registration form as specified in Section 2 below, and may be required to show a photo ID that must correspond to the name that appears on his/her official registration form.
 - Attendees do not have to be present to be deemed the potential winner of the Local Event.
 - Additional details regarding participation are set forth in Sections 2 and 4 below.
- **Brackets:**
 - Each Division of each Local Event will be conducted as a single-elimination tournament with a single bracket.
- **Prizing and Approximate Retail Value (“ARV”):**

- Each of the sixteen (16) Local Event winners (that is, one winner per Division per Local Event) will receive:
 - (i) a slot to compete in the Pokken Tournament Early Access Competition Finals tournament, scheduled to take place on March 17, 2016 in New York, NY (“Final Event”) which will be governed by separate Official Rules;
 - (ii) two (2) round-trip coach class airline tickets from a major U.S. commercial airport near the winner’s home to New York area for winner and his/her guest (subject to certain restrictions as set forth below, the “Travel Guest”) (however, at Nintendo’s discretion, if the winner lives within reasonable driving distance of New York, he or she may receive round-trip ground transportation to New York in lieu of the airline tickets) (ARV \$1,500);
 - (iii) two (2) nights’ lodging in a hotel chosen by Nintendo in the New York metropolitan area for winner and the Travel Guest (one standard room, double occupancy) (however, at Nintendo’s discretion, if the winner lives in the New York metro area, he or she may receive round-trip ground transportation to the Final Event in lieu of the hotel accommodations) (ARV \$800); and
- Total ARV of each Local Event prize: \$2,300. Actual ARV depends on the city of departure/arrival and dates/times of travel. Any difference between actual costs and ARV will not be awarded.
- Total ARV of all available prizes: \$36,800. Actual total ARV depends on the city of departure/arrival and dates/times of travel. Any difference between actual total costs and ARV will not be awarded. Additional details regarding prizing are set forth in Section 5 below.

2. ELIGIBILITY; PARTICIPATION. NO PURCHASE NECESSARY TO ENTER OR WIN; PURCHASE WILL NOT INCREASE ODDS OF WINNING. THE LOCAL EVENTS ARE OPEN ONLY TO LEGAL RESIDENTS OF THE 50 U.S./D.C. EXCLUDING PUERTO RICO. PARTICIPANTS DO NOT NEED TO BE PRESENT TO BE DEEMED A POTENTIAL WINNER. No person may register or participate on another’s behalf. Limit one Local Event entry per person. All participants must comply with these Official Rules. Participant’s failure to comply with these Official Rules will lead to his/her disqualification from the Local Events. Participation constitutes participant’s full and unconditional agreement to and acceptance of these Official Rules. In order to be eligible to participate, attendees must complete, sign and submit the official registration form. Any participant under the age of 18 or the legal age of majority in the participant’s state of residence (a “Minor”) must have a parent or legal guardian complete, sign and submit the registration form to confirm that the parent or legal guardian has read, understands and agrees to these Official Rules and the Release Forms (defined in Section 6 below), and that such agreement constitutes acceptance of these Official Rules and the Release Forms on behalf of both the parent or legal guardian and the Minor. Registration forms will be available at the Local Events and available at (for printing prior to the Local Event); and must be completed and submitted to the Local Event manager at the time of registration. Employees, officers, directors, and agents of Nintendo, Nintendo Co., Ltd., Nintendo World store, GameStop, or their respective parent companies, affiliates, subsidiaries, advertising, and fulfillment agencies (together “Related Parties”), or their immediate family members and persons living in their same

household are not eligible to participate in the Local Events. Void where prohibited by law. All federal, state, and local laws and regulations apply.

3. LOCAL EVENT LOCATIONS. The Local Events will take place at the locations set forth below.

Location	Address
GameStop	3972 Barranca Parkway Irvine, CA 92606
GameStop	6451 W Diversey Avenue Chicago, IL 60707
GameStop	242 Bellevue Square Bellevue, WA 98004
GameStop	3914 Rivermark Plaza Santa Clara, CA 95054
GameStop	32 East 14 th Street – Union Square New York, NY 10003
GameStop	1841 Chamblee Tucker Road Chamblee, GA 30341
GameStop	8115 South John Young Pkwy Orlando, FL 32819
GameStop	2201 Preston Road Plano, TX 75093

4. LOCAL EVENT STRUCTURE.

- **Participation:** Participation in the Local Event will be on a first come, first served basis as set forth in Section 1 above, with any disputes resolved by Nintendo in its sole discretion.
 - The winner of each match is the player who wins 3 out of 5 rounds, leading to one (1) winner per Local Event who wins 2 out of 3 matches in the Final Round.
 - All participants will play Pokkén Tournament using Nintendo provided Wii U consoles only.
 - In the event the round is tied, the round will be replayed until one (1) winner is determined.
 - Players have two (2) minutes to report to their assigned station once called by the Main Tournament Organizer.
 - If a player does not report to his/her assigned station within two (2) minutes, as kept by the timer, the player is disqualified and the opponent will automatically win the match.
 - If both players do not report to their assigned station within two (2) minutes, as kept by the timer, the match is declared “Empty”. Both players are disqualified. The player facing off against the “Empty” player in the next round will automatically advance without playing that round.
- **RULES:**
 - All matches will have the “Battle Time” clock set to 80 seconds for each round.

- Character Selection – Main Battle Pokémon: only the following Pokémon are allowed in the Local Event:
 - Blaziken
 - Pikachu
 - Lucario
 - Gardevoir
 - Pikachu Libre
 - Sceptile
 - Gengar
 - Machop
 - Braixen
 - Chandelure
 - Suicune
 - Weavile
 - Charizard
 - Garchomp
 - Players are not allowed to choose Random, Shadow Mewtwo or Mewtwo

- Character Selection – Support Pokémon Set: only the following pairs of support Pokémon are allowed in the Local Event:
 - Emolga and Fennekin
 - Snivy and Lapras
 - Frogadier and Eevee
 - Players are not allowed to choose Random or Support Pairs unlocked during the Local Event

- Players may not switch Battle or Support Pokémon during a 3 out of 5 round.
- At the start of any bracket match, players are free to choose a different Battle Pokémon and Support Pokémon pairing, regardless of what Battle Pokémon and Support Pokémon a player chose in a previous match.

- Cheer Skill:
 - Players must choose “Standard” throughout the Local Event
 - Other Cheer Skills are prohibited
 - In the event a player chooses a prohibited Cheer Skill and starts the match, the match will be restarted with no penalty to either player.
 - If the same player chooses a prohibited Cheer Skill again, that player must forfeit one round.
 - The Main Tournament Organizer for each Local Event is the only person who can award this penalty. Penalty is awarded at Main Tournament Organizer’s discretion.
 - Any further infractions will result in disqualification

- Battle Stages:
 - The following Battle Stages are allowed during tournament play:
 - Ferrum Stadium

- Tellur Town
 - Ferrum Dojo
 - Training Gym
 - The dimensions of all stages are exactly the same. The only differences are cosmetic.
 - The Main Tournament Organizer will choose the stage prior to each match.
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- ****In the event of the game freezing during the Local Event, the Local Event manager will call to restart the game in accordance with these Official Rules. No scores will carry over from the previously canceled game into the restarted game.****
 - **Winner Notification:** The potential winners will be notified no later than June 1, 2016 using the contact information provided upon registration. To claim a prize, a potential winner (or if a Minor, his or her parent or legal guardian) must follow the instructions contained in the notification and respond within two (2) days. If a potential prize winner does not claim the prize or return the Release Forms specified in Section 6 below within such period of time, or is unable to travel on the dates specified by Nintendo for the Final Event, such winner's prize may be forfeited and awarded to an alternate winner (i.e., the Local Event participant with the next highest score), at Nintendo's discretion, provided sufficient time remains to verify an alternate winner; otherwise, prize will not be awarded.

5. PRIZES.

- **In General:** Odds of winning a prize depend on the number and skill of qualified participants. No alternative prize, cash, or other substitution shall be permitted, but Nintendo reserves the right to substitute any prize with a prize of equal or greater value, should any prize become unavailable for any reason. Arrangements for the fulfillment of all prizes will be made by Nintendo. Prizes are non-transferable. All prizes are awarded "AS IS" and WITHOUT WARRANTY OF ANY KIND, express or implied, (including, without limitation, any implied warranty of merchantability or fitness for a particular purpose). All federal, state, and/or local taxes applicable to the prizes shall be solely the responsibility of each winner. Prizes will be delivered as soon as practicable by Nintendo upon verification/confirmation of the winners. Prizes won by a Minor will be awarded to a parent or legal guardian on the Minor's behalf; however, only Minor may compete in the Final Event.
- **Prizes Involving Travel:** The airline(s), ground transportation (if applicable), airports, and hotel(s) will be chosen by Nintendo at Nintendo's sole discretion. Trip packages, dates and times of travel, and accommodations are subject to availability, and travel restrictions, conditions, and limitations may apply. Each winner and his or her Travel Guest must travel together on the same trip itinerary, must travel on the dates specified by Nintendo, which are subject to change, and are solely responsible for having any required travel-related documents (including valid government-issued photo identification and/or any required passport or visa) prior to departure and fulfilling all

other travel and security requirements; or prize will be forfeited in its entirety and may be awarded to an alternate winner, at Nintendo's discretion, provided sufficient time remains to verify an alternate winner; otherwise, prize will not be awarded. Once the Travel Guest is determined, he/she cannot be changed without the express approval of Nintendo (which may be withheld for any reason). Nintendo will pay only the nightly rate and taxes for the hotel (all other incidental hotel expenses are the responsibility of the winner). Each winner is responsible for all expenses, incidental travel costs, and all other costs not expressly provided in the prize description set forth above, including, but not limited to, ground transportation, meals, incidentals, passport costs, visa fees, and entry/exit fees, taxes, insurance, and other expenses. If winner is a Minor, winner's Travel Guest must be the winner's parent or legal guardian and accompany Minor at all times. If a winner's Travel Guest is a Minor during any portion of the Trip, then the winner must be the parent or legal guardian of the Travel Guest and accompany Minor at all times. Nintendo will not be responsible if the winner or Travel Guest misses any portion of the trip for any reason. No insurance is provided as part of the trip, and obtaining any insurance (such as travel insurance, health, accident or medical insurance, or property loss or damage insurance) is the sole responsibility of the winner and his or her Travel Guest. The winner is responsible for the conduct and behavior of his or her Travel Guest. Nintendo will not replace any lost or stolen tickets, travel vouchers, or certificates. No responsibility is assumed for any cancellation or rescheduling of the Final Event, in whole or in part. If the Final Event is postponed or cancelled for any reason, winner will not receive opportunity to participate in Final Event as part of prize, and the remaining elements of prize shall constitute full satisfaction of Nintendo's prize obligation to winner and no substitute or additional compensation will be awarded.

6. REQUIREMENTS OF LOCAL EVENT WINNERS AND TRAVEL GUESTS. All potential winners will be required to sign and return the applicable written releases, affidavit of eligibility, acceptance of these Official Rules, release of liability and/or tax forms (collectively, the "Release Forms"), together with other such documentation as Nintendo may request. If a potential winner is not present or otherwise cannot be contacted, is ineligible or disqualified, or fails to timely return the completed and executed agreements as required by Nintendo, the winner's status may be forfeited and an alternate winner may, at Nintendo's discretion, be designated, provided sufficient time remains to verify an alternate winner; otherwise, prize will not be awarded. Travel Guests must complete, execute and return a release and waiver, assumption and hold harmless agreements, and publicity release, together with other such documentation as Nintendo may request, prior to issuance of travel documents.

7. LICENSE GRANT AND RELEASE. Nintendo, GameStop and their agents may film, record and/or take photographs during the Local Events, and may use the resulting footage, recordings or photographs for a range of purposes, including, without limitation, for marketing and promoting Nintendo, GameStop and their respective products and services. By participating in the Local Events, participant (and if such participant is a Minor, his or her parent or legal guardian) hereby consents to being filmed, recorded or photographed during the Local Events, and grants Nintendo, GameStop and those acting under their authority (and agrees to confirm that grant in writing) the royalty-free, perpetual, irrevocable right and license to publish, reproduce, perform, distribute, adapt, edit, modify, translate, create derivative works based upon,

and otherwise use and display any or all of the details of such participation without additional compensation, including participant's name, player name, photograph, voice and/or likeness, and any of the film, photographs or recordings taken pursuant to this Section 7 without further notice, review or approval, without territorial, time, media or medium or other limitations, for any and all purposes, including, but not limited to, marketing and advertising purposes, except where prohibited by law. **BY PARTICIPATING IN THE LOCAL EVENTS, PARTICIPANT (AND, IF PARTICIPANT IS A MINOR, HIS OR HER PARENT OR LEGAL GUARDIAN) AGREES THAT HE/SHE VOLUNTARILY ASSUMES AND ACCEPTS ANY AND ALL RISKS RELATED TO HIS/HER PARTICIPATION IN THE LOCAL EVENT AND RELEASES THE RELEASED PARTIES (DEFINED BELOW) FROM AND HEREBY WAIVES, ANY AND ALL CLAIMS RELATED TO THE PROMOTION, INCLUDING BUT NOT LIMITED TO, ANY DANGERS, HARM, INJURIES AND/OR LOSSES THAT MAY OCCUR TO PARTICIPANT AND/OR HIS/HER PROPERTY DURING SUCH PARTICIPATION WHETHER UNDER A THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY OR OTHER THEORY.** Participant (and if participant is a Minor, participant's parent or legal guardian) further agrees that under no circumstances, including, but not limited to, negligence, shall Nintendo, GameStop, or any of their respective officers, directors, employees, shareholders, agents, successors, and assigns or any of the Related Parties (the "Released Parties") be liable for any direct, indirect, incidental, special, or consequential damages, including any injuries, losses or damages of any kind to persons, including death, or property, arising in whole or in part, out of participant's participation in the Local Events or any Local Event-related activity, or participant's acceptance, possession, misuse or use of any prize, or for any printing, production, typographical, human or other error in the printing, offering or announcement of any prize, even if any or all of the Released Parties have been advised of the possibility of such damages. By participating in the Local Events, participant (and if participant is a Minor, participant's parent or legal guardian) waives any and all rights to bring any claim or action related to his/her participation in the Local Events in any forum beyond one (1) year after the first occurrence of the kind of act, event, condition or omission upon which the claim or action is based.

8. LIMITATIONS ON LIABILITY. Released Parties are not responsible for illegible, lost, late, damaged, destroyed, inaccurate, delayed, incomplete, unintelligible, non-delivered, misdirected, stolen entries or for incomplete, inaccurate, lost, interrupted or unavailable network, satellite, telephone networks or lines, cellular towers or equipment (including handsets), computer online systems, computer equipment, software, viruses or bugs, servers or providers, or other connections, availability or accessibility; or for unauthorized access to, or alteration of entries; or miscommunications, failed computer, telephone, cellular, satellite, or cable transmissions, lines or other technical failure; or for jumbled, scrambled, delayed, or misdirected transmissions, computer hardware or software malfunctions, failures or difficulties; or for any other errors of any kind, whether human, technical, mechanical, electronic or network, including, without limitation, any errors which may occur in connection with the administration of the Local Events or in any related materials; or for the incorrect or inaccurate capture of entry or other information, or the failure to capture any such information. Persons who tamper with or abuse any aspect of the Local Events or related Web sites, as solely determined by the Nintendo, will be disqualified, and Nintendo reserves the right to terminate such participant's eligibility to participate in this or any other promotion offered by Nintendo. Entries generated by robotic,

programmed, script, macro or other automated means or by any means which subvert the entry process will be disqualified. Released Parties are not responsible for injury or damage to participants' or to any other person's computer related to or resulting from participating in the Local Events or downloading materials from any related Web sites. Should any portion of the Local Events be, in Nintendo's sole opinion, compromised by virus, worms, bugs, non-authorized human intervention or other causes which, in the sole opinion of the Nintendo, corrupt or impair the administration, security, fairness or proper play, or submission of entries, Nintendo reserves the right at its sole discretion to modify, suspend or terminate the Local Event(s), and determine winners from all non-suspect, eligible participant entries received prior to action taken or as otherwise deemed fair and appropriate by Nintendo. Without limiting the release provided above, and for greater certainty, Released Parties will not be liable for (a) any incomplete or inaccurate information, whether caused by wireless device users or by any equipment or programming associated with or utilized in the Local Events, or by any technical or human error which may occur in the processing of entries; (b) the theft, destruction or unauthorized access to, or alteration of, entries; (c) any problems with or technical malfunctions of telephone networks or lines, computer online systems, servers or providers, computer equipment, software, viruses or bugs; (d) any failure of any message to be received by or from Nintendo for any reason including but not limited to traffic congestion on the Internet or wireless waves or at any Web site or combination thereof; or (e) damage to a participant's or other person's system or equipment occasioned by participation in the Local Events.

IN NO EVENT WILL THE RELEASED PARTIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF YOUR ACCESS TO AND USE OF THE WEB SITE OR DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM ANY WEB SITE ASSOCIATED WITH THIS PROMOTION. WITHOUT LIMITING THE FOREGOING, EVERYTHING ON THE WEB SITE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

9. PRIVACY. By participating in a Local Event, you acknowledge and agree that Nintendo and GameStop may collect the personal information submitted by you and use the information pursuant to the Nintendo privacy policy available online at www.nintendo.com/privacy or the GameStop privacy policy available online at <http://www.gamestop.com/gs/help/PrivacyPolicy.aspx>, as applicable. Nintendo is collecting your personal information solely for the purpose of administering the Local Events.

10. WINNERS LIST AND OFFICIAL RULES. A winners list will be available to view on Nintendo's social media channels at the conclusion of the Local Events. These Official Rules

will be available on site at each Local Event. You may also request a copy of the winners list or Official Rules by writing to Nintendo at the address provided in Section 12 below.

11. COPYRIGHT NOTICE. Nintendo, Pokkén Tournament, Wii U and other Nintendo properties are trademarks of Nintendo. © 2016 by Nintendo of America Inc. and its licensors. All rights reserved.

12. ADDITIONAL TERMS AND CONDITIONS. The Local Events and these Official Rules shall be governed, construed and interpreted under the laws of the State of Washington. Participants agree to be bound by these Official Rules and by the decisions of Nintendo, which are final and binding in all respects. Nintendo reserves the right to change these Official Rules at any time, in its sole discretion, and to suspend or cancel the Local Events or any participant's participation therein should viruses, bugs, unauthorized human intervention or other causes beyond Nintendo's control affect the administration, security or proper execution of the Local Events or Nintendo otherwise becomes (as determined in its sole discretion) incapable of running the Local Events as planned. Participants who violate these Official Rules, tamper with the operation of the Local Events or engage in any conduct that is detrimental or unfair to Nintendo, the Local Events or any other participant (in each case as determined in Nintendo's sole discretion) are subject to disqualification from the Local Events. Nintendo reserves the right to disqualify persons whose eligibility is in question, who do not comply with these Official Rules, or who are otherwise ineligible to participate in the Local Events. Nintendo is the sole sponsor of the Local Events. If you have any questions about these Official Rules or the Local Events, please send them to: Nintendo of America Inc., 4600 150th Ave NE, Redmond, WA 98052, Attn: POKKÉN TOURNAMENT EARLY ACCESS COMPETITION.