Pokémon Gotta Catch 'Em All Hunt Sweepstakes Official Rules

NO PURCHASE NECESSARY. MANY WILL ENTER, FEW WILL WIN. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

- 1. Eligibility: Pokémon Gotta Catch 'Em All Hunt Sweepstakes (the "Sweepstakes") is open only to legal residents of the fifty (50) United States and the District of Columbia and the U.S. territories of American Samoa, Guam, Marianas, Puerto Rico, and the U.S. Virgin Islands, at the time of entry. Employees of The Pokémon Company International, Inc., The Integer Group, ePrize, Inc., and their parent and affiliate companies as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee are not eligible. The Sweepstakes is subject to all applicable federal, state, and local laws and regulations and is void where prohibited. Participation constitutes entrant's and entrant's parent's or guardian's full and unconditional agreement to these Official Rules and Sponsor's and Administrator's decisions, which are final and binding in all matters related to the Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein. Any entry information provided will be used solely for the purposes of the Sweepstakes and in accordance with Sponsor's Privacy Policy and will be destroyed after its conclusion in accordance with the requirements of the Children's Online Privacy Protection Act ("COPPA").
- **2. Sponsor:** The Pokémon Company International, Inc. 333 108th Ave NE, Suite 1900, Bellevue, WA 98004 **Administrator**: ePrize, Inc., One ePrize Drive, Pleasant Ridge, MI 48069.
- **3. Timing:** The Sweepstakes begins on September 16, 2013 at 11:00 a.m. Eastern Time ("ET") and ends on October 12, 2013 at 11:59 p.m. ET (the "Promotion Period") and consists of four (4) weekly entry periods (each a "Weekly Entry Period") outlined in the table below.

Weekly Entry Period	Start Date and Time	End Date 11:59 p.m. ET	Approximate Drawing Date
1	September 16, 2013 at 11:00 a.m. ET	September 22, 2013	September 23, 2013
2	September 23, 2013 at 12:00 a.m. ET	September 29, 2013	September 30, 2013
3	September 30, 2013 at 12:00 a.m. ET	October 6, 2013	October 7, 2013
4	October 7, 2013 at 12:00 a.m. ET	October 12, 2013	October 14, 2013

Administrator's computer is the official time-keeping device for the Sweepstakes.

4. How to Enter: MANY WILL ENTER, FEW WILL WIN. During the Promotion Period, visit www.GottaCatchEmAll.com and follow the links and instructions to watch the short video, during which a registration code ("Registration Code") will be displayed. Once you have Registration Code, follow the links and instructions to enter the Registration Code and complete the registration form including providing your birth date, username, and your parent/legal guardian's email address or your email address. If you are under 13 years old, your parent or legal guardian will receive an email detailing how they can opt the entrant

out of participating in the Sweepstakes. If your parent or legal guardian opts you out of participation, you will no longer be able to enter. Administrator is responsible for the functionality of the Sweepstakes. Every entrant must follow the steps described in these Official Rules in order to participate in this Sweepstakes and their registration will be accepted and approved only in compliance with COPPA.

After registering, you will proceed to the main Poké Ball code ("Poké Ball Code") entry page. Follow the hints to locate a Poké Ball Code (hints will be provided throughout the Promotion Period); there are twenty-four (24) Poké Ball Codes available. For each Poké Ball Code entered, you automatically will receive one (1) entry into the applicable Weekly Entry Period drawing. If you are unable to locate a Poké Ball Code, use XY738A ("Free Code") as your Poké Ball Code and you automatically will receive one (1) entry into the applicable Weekly Entry Period drawing each time you enter the Free Code. The Free Code will only award a sweepstakes entry and will not unlock a Pokémon character on the site.

<u>Limit</u>: Each entrant may receive up to twenty-four (24) Sweepstakes entries during the Promotion Period. Multiple entrants are not permitted to share the same email address. Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that entrant's entries and that entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. In the event of a dispute as to any registration, the authorized account holder of the email address used to register will be deemed to be the entrant. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Each potential winner may be required to show proof of being the authorized account holder or the child of the authorized account holder.

5. Prize Drawings: Administrator is an independent judging organization whose decisions as to the administration and operation of the Sweepstakes and the selection of the potential winners are final and binding in all matters related to the Sweepstakes. Administrator will randomly select the potential Weekly Entry Period winners from all eligible entries received during the respective Weekly Entry Period on or around the dates listed in Section 3 above. Non-winning entries for each Weekly Entry Period will carry over into subsequent Weekly Entry Period drawings. The potential winners (or potential winner's parent or legal guardian if potential winner is a minor) will be notified by email. If a potential winner (or potential winner's parent or legal quardian if potential winner is a minor) of any prize cannot be contacted, fails to provide any requested information within the required time period, or the prize is returned as undeliverable, the potential winner forfeits the prize. Receiving a prize is contingent upon compliance with these Official Rules. In the event that a potential winner of a prize valued over \$25 is disqualified for any reason, Sponsor will award the prize to an alternate winner by random drawing from among all remaining eligible entries. Only three (3) alternate drawings will be held, after which the prize will remain un-awarded. Unclaimed prizes valued at \$25 or under will not be awarded. Prizes will be fulfilled approximately 8-10 weeks after the conclusion of the Sweepstakes.

6. Weekly Entry Period Prizes: Prizes will be awarded for each Weekly Entry Period as outlined below.

Prize	Quantity Per Weekly Entry Period	Approximate Retail Value ("ARV")
Nintendo 3DS Handheld Video Game System	1	\$200
Pokemon Trading Card + Figure Box (3 Designs)	9	\$15
Black 2 White 2 Official National Pokédex & Guide	20	\$20
Pokémon Plush Toys (4 different characters)	16	\$10
Pokémon X Nintendo 3DS Game Download Code	4	\$40
Pokémon Y Nintendo 3DS Game Download Code	4	\$40

Prizes are non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute a prize for one of equal or greater value if the designated prize should become unavailable for any reason. Winners are responsible for all taxes and fees associated with prize receipt and/or use. Odds of winning a prize depend on the number of eligible entries received during the Promotion Period. Limit: One (1) prize per person. Total ARV of all prizes: \$4,860.

- **7. Release:** By receipt of any prize, winners agree to release and hold harmless Sponsor, Administrator, and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Sweepstakes or receipt or use or misuse of any prize.
- **8. Publicity:** Except where prohibited, participation in the Sweepstakes constitutes each winner's consent to Sponsor's and its agents' use of winner's name, likeness, photograph, voice, opinions and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration, but only to the extent allowed by COPPA.
- **9. General Conditions:** Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Sweepstakes, as determined by Sponsor in its sole discretion. In such event, Sponsor, in its sole discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any or all of the prizes offered herein. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.
- **10. Limitations of Liability:** The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Sweepstakes; (2) technical

failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Sweepstakes; (4) technical or human error which may occur in the administration of the Sweepstakes or the processing of entries; (5) late, lost, undeliverable, damaged or stolen mail; or (6) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Sweepstakes or receipt or use or misuse of any prize. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Sweepstakes, if it is possible. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than the stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, un-awarded, eligible prize claims.

- 11. Disputes: Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Eastern District of Michigan (Southern Division) or the appropriate Michigan State Court located in Oakland County, Michigan; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event attorneys' fees; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant 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 entrant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Michigan without giving effect to any choice of law or conflict of law rules (whether of the State of Michigan or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Michigan.
- **12. Entrant's Personal Information:** Information collected from entrants is subject to Administrator's Privacy Policy, http://www.policy, http://www.policy, http://www.policy, http://www.policy.
- **13. Winner List:** For a winner list, visit http://bit.ly/18iJbkT. The winner list will be posted after winner confirmation is complete.

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