

Pokémon GO Snapshot Campaign, Sponsored by The Pokémon Company (“Sponsor”)

Campaign Period: December 7, 2020 – December 27, 2020

Pokémon GO Snapshot Campaign Official Application Rules

(Last Updated: December 2, 2020)

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS CAMPAIGN. VOID WHERE PROHIBITED BY LAW. CAMPAIGN IS SOLELY OPEN TO RESIDENTS OF SINGAPORE.

ENTRY IN THIS CAMPAIGN CONSTITUTES ENTRANT ACCEPTANCE OF THESE OFFICIAL RULES. The Pokémon GO Snapshot Campaign (the “Campaign”) is a photo contest; chance will play no part in determining the winners of the Campaign. The entries will be evaluated by judges who will determine the winning Entrants (defined below) in accordance with these Rules. The prizes will be awarded to qualifying Entrants in Sponsor’s sole discretion. See below for the complete details. This Campaign is in no way sponsored, endorsed, administered by, or associated with any third party, including, without limitation, Facebook. Sponsor will outsource part of the Campaign (including but not limited to handling personal identifiable information) to Avex Asia Pte. Ltd .

**1.BINDING AGREEMENT:** In order to enter the Campaign, you must agree to these Pokémon GO Snapshot Campaign Official Application Rules (“Rules”). Therefore, please read these Rules prior to entry to ensure you understand and agree. By submitting an entry in the Campaign, Entrants agree to these Rules. Entrants may not submit an entry to the Campaign and are not eligible to receive any prize described in these Rules unless they agree to these Rules. These Rules form a binding legal agreement between Entrants and Sponsor with respect to the Campaign.

**2.ELIGIBILITY:** To be eligible to enter the Campaign, you (“Entrant”) must: (1) be a resident of Singapore; and (2) have access to the Internet. Entrants agree that if selected as a winner they will provide any additional necessary information or consents necessary to confirm eligibility as a winner. Failure to provide additional information or consents will be grounds for disqualification, unless prohibited under applicable law. In the event that it is turned out that the winner is not a resident of Singapore, Sponsor shall disqualify such winner at its sole discretion.

**3.HOW TO ENTER:** During the Campaign Period, using the augmented reality (AR) camera feature of the Pokémon GO application on your mobile device, take an AR photo that displays your Pokémon as you use the Pokémon GO application. Photos where children appear in or are identifiable in the photo without adults also present will not be considered and will be deemed void.

Then, upload your photo during the Campaign Period to enter the Campaign according to the following instructions: Log-in to your Facebook account, ‘Like “Pokémon Singapore Facebook account(@Pokemon.official.Singapore)”and upload your photo in the form of a comment to the designated post of “Pokémon Singapore Facebook account(@Pokemon.official.Singapore)”.

**Important Note:** Entrants are strongly encouraged to use caution when taking photos in connection with the Campaign. Entrants must abide by all applicable laws and refrain from trespassing on private property and Sponsor do not condone taking photos in areas or dangerous situations that may involve certain health related risks, including risk of physical injury. Please be safe when participating in this Campaign and abide by all laws, rules and regulations.

Entrants may submit multiple entries, but each winner will only win 1 Prize. Entrants may only use one (1) Facebook account to participate in the Campaign. All entries must be received during the Campaign periods and by the Campaign deadlines as outlined above and subsequently received entries will be disqualified. Entries are void if they are in whole or part incomplete (e.g. do not like the required account), altered, counterfeit, obtained through fraud, late, or otherwise do not comply with the Rules. All entries will be deemed made by the authorized account holder of the email address associated with the Facebook account used for entry, and the potential winners may be required to show proof of being the authorized account holder for that email address. The "authorized account holder" is the natural person assigned to an email address by an Internet service provider, online service provider or other organization responsible for assigning email addresses for the domain.

**4.PHOTO REQUIREMENTS:** In addition to meeting the criteria in section above, each entry must also meet the following criteria: (a) They must not be derogatory, offensive, threatening, defamatory, disparaging, libelous, or contain any content that is inappropriate, indecent, sexual, profane, tortious, slanderous, discriminatory in any way, or that promotes hatred or

harm against any group or person. (b) They must not contain content, material, or any element that is unlawful, or otherwise in violation of or contrary to any applicable local laws and regulations. (c) They must not contain any content (excluding Sponsor's content as required herein), material or element that displays any third party advertising, slogan, logo, trademark, or indicates a sponsorship or endorsement by a third party or commercial entity or that is not within the spirit of the Campaign, as determined by Sponsor, in its sole discretion. (d) They must be an original, unpublished work that does not contain, incorporate or otherwise use any content, material or element that is owned by or subject to any rights of a third party or entity, other than Sponsor's content and/or material as required herein. (e) They cannot contain any content, element or material that violates a third party's publicity, privacy, or intellectual property rights, other than Sponsor's content and/or material as required herein.

Entries must be the original work of the Entrant, may not have been previously published, may not have won previous any awards, and must not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity (with the exception of Pokémon GO characters and content, which will be permitted). By submitting an entry, Entrant warrants and represents that he/she consents to the submission and use of the entry in the Campaign and to its use as otherwise set forth herein.

The Sponsor reserves the right, in its sole discretion, to disqualify any Entrant who submits an entry that does not meet the Photo Requirements as determined by Sponsor. By submitting an entry, in addition to the other rights granted by Entrant herein, Entrant hereby grants permission for the photos to be posted on any websites owned or controlled by Sponsor, any social media channels of Sponsor (including but not limited to, Facebook, Twitter and Instagram) or other websites. Entrant agrees that Released Parties (as defined below) are not responsible for any unauthorized use of entries by third parties. Released Parties do not guarantee the posting of any entry.

**5.AWARDS AND PRIZES:** There are two (2) awards for the Campaign; "Cool Award" and "Cute Award". For each Award, 5 winners will be determined and Ten (10) Prizes are available in total. The Prize consists of (i) One (1) Nintendo Switch, and (ii) one (1)Pokémon Sword + Pokémon Sword Expansion Pass or one(1) Pokémon Shield + Pokémon Shield Expansion Pass .

Each Award will have a different theme as follows: (A) Cool Award focuses on coolness of photos; (B) Cute Award focuses on cuteness of photos. Based on the themes, judges selected by Sponsor will judge entries and determine five (5) winners for each Award.

No transfer, substitution, or cash equivalent for prizes is allowed, except at Sponsor's sole discretion. Sponsor reserves the right to substitute a prize, in whole or in part, of equal or greater value if a prize cannot be awarded, in whole or in part, as described for any reason. Sponsor have not made and are not making, and Sponsor are not responsible in any manner for any warranties, representations, or guarantees, express or implied, in fact or law, relating to the prize, or regarding the use, value or enjoyment of the prize, including, without limitation, its quality, mechanical condition, merchantability, or fitness for a particular purpose, with the exception of any standard manufacturer's warranty that may apply to the prize or any components thereto. In the event that no entries are received, no prizes will be awarded.

Sponsor will determine ten (10) winners from the Entrants fulfill all Rules. Sponsor will contact the winners by January 31, 2020 via Facebook account.

**6.GENERAL CONDITIONS:** All local laws and regulations apply. Sponsor reserves the right to disqualify any Entrant from the Campaign if, in Sponsor's sole discretion, it believes that the Entrant has attempted to undermine the legitimate operation of the Campaign by cheating, deception, or other unfair playing practices or annoys, abuses, threatens or harasses any other Entrants, viewers, or the Sponsor.

**7.INTELLECTUAL PROPERTY RIGHTS:** As between Sponsor and the Entrant, the Entrant retains ownership of all intellectual and industrial property rights (including moral rights) in the contents of their entry (with the exception of Pokémon GO characters and content, which will remain the property of Sponsor). Entrants are responsible for securing proper intellectual property protections. Sponsor will not assume ownership responsibility. Entrants are responsible for ensuring they are not infringing on the intellectual property rights of another individual or entity.

**8.PRIVACY:** Entrant acknowledges and agrees that Sponsor may collect, store, share and otherwise use any personally identifiable information provided to Sponsor throughout the Campaign, including, but not limited to, name, mailing address, phone number and email address. Sponsor will use this information in accordance with its Privacy Policy <https://sg.portal-pokemon.com/privacypolicy/>. Where Entrant has any question about this

Campaign other than any matter related to their personal data held by Sponsor, please contact to this Facebook account:

“Pokémon Singapore Facebook account(@Pokemon.official.Singapore)

**9.PUBLICITY:** As a condition of entry, Entrant grants Sponsor, its subsidiaries, agents and partner companies (collectively “Released Parties”), a perpetual, irrevocable, worldwide, royalty-free, and non-exclusive license to use, reproduce, adapt, modify, publish, distribute, publicly perform, create a derivative work from, and publicly display contents of the entry, including, without limitation, Entrant’s name, Trainer name, screenshots, portraits, pictures, images, statements and other information: (1) for the purposes of allowing Sponsor to review the entries for purposes of the Campaign, and (2) in connection with news, publicity, marketing, advertising and promotion to the public or other groups. The Entrant hereby waives any right to any form of compensation and all legal claims, including for libel, slander, invasion of privacy, and copyright infringement, related to the entry’s content and its use. As described herein, Entrants may be asked to complete a publicity release.

**10.WARRANTY AND INDEMNITY:** To the maximum extent permitted by law, each Entrant indemnifies and agrees to keep indemnified Sponsor at all times from and against any liability, claims, demands, losses, damages, costs and expenses resulting from any act, default or omission of the Entrant and/or a breach of any representation or warranty set forth herein. To the maximum extent permitted by law, each Entrant agrees to defend, indemnify and hold harmless the Sponsor from and against any and all claims, actions, suits or proceedings, as well as any and all injuries, losses, liabilities, damages of any kind to persons or property, including death, costs and expenses (including reasonable attorney’s fees) arising out of or accruing in whole or in part, directly or indirectly from Entrant’s participation in the Campaign or any Campaign-related activity or (a) any entry or other material uploaded or otherwise provided by the Entrant that infringes any copyright, trademark, trade secret, trade dress, patent or other intellectual property right of any person or defames any person or violates their rights of publicity or privacy, (b) any misrepresentation made by the Entrant in connection with the Campaign; (c) any non-compliance by the Entrant with these Rules; (d) claims brought by persons or entities other than the parties to these Rules arising from or related to the Entrant’s involvement with the Campaign; (e) acceptance, possession, misuse or use of any prize or participation in any Campaign-related activity or participation in this Campaign; (f) any malfunction or other problem with the website of the Campaign; (g) any error in the collection, processing or retention of entry information; or (h) any typographical or other error in the printing, offering or announcement of any prize or winners.

**11.ELIMINATION:** Non-compliance with these Rules and/or any false or incorrect information provided within the context of the Campaign by any Entrant concerning identity, age, mailing address, telephone number, email address, ownership of right, or the like, may result in the immediate elimination of the Entrant from the Campaign.

**12.INTERNET AND OTHER TECHNICAL ISSUES:** Sponsor are not responsible for any malfunction or for any late, lost, damaged, misdirected, incomplete, undeliverable or destroyed entries due to system errors, failed, incomplete or garbled computer or other telecommunication transmission malfunctions, hardware or software failures of any kind, lost or unavailable network connections, typographical or system/human errors and failures, technical malfunction(s) of any telephone network or lines, cable connections, satellite transmissions, servers or providers, or computer equipment, traffic congestion on the Internet or at the website of the Campaign, or any combination thereof, including other telecommunication, cable, digital or satellite malfunctions which may limit an Entrant's ability to participate.

**13.RIGHT TO CANCEL, MODIFY OR DISQUALIFY:** If for any reason the Campaign is not capable of running as Sponsor intended, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Campaign, Sponsor reserves the right at its sole discretion to cancel, terminate, modify, or suspend the Campaign and if terminated, Sponsor may elect to determine the potential winners for the Campaign from among all eligible Entrants received prior to action taken using the judging criteria specified above. Sponsor further reserves the right to disqualify any Entrant who violates these Rules or tampers with the submission process or any other part of the Campaign. Any attempt by an Entrant to deliberately damage any website, or undermine the legitimate operation of the Campaign is a violation of criminal and civil laws and should such an attempt be made, Sponsor reserves the right to seek any and all remedies available from any such Entrant to the fullest extent of the applicable law.

**14.NOT AN OFFER OR CONTRACT OF EMPLOYMENT:** Under no circumstances shall a submission into the Campaign, the awarding of a prize, or anything in these Rules be construed as either an offer of employment from Sponsor, or a contract of employment with Sponsor. Entrants acknowledge that entries have been submitted voluntarily and not in confidence or in trust. Entrant acknowledges that no confidential, fiduciary, agency, or other

relationship, or implied-in-fact contract now exists between Entrant and Sponsor and that no such relationship is established by Entrant's submission of an entry under these Rules.

**15. LIMITATION OF LIABILITY:** Sponsor is not responsible for: (a) lost, late, damaged, destroyed, delayed, stolen, misdirected, incomplete, or illegible garbled entries, Facebook comments, or entries, Facebook comments received through impermissible or illegitimate channels, all of which will be disqualified; (b) technical failures of any kind, including but not limited to the malfunctioning of any telephone, computer online systems, computer equipment, website, server provider, network, hardware, or software; (c) the unavailability or inaccessibility of any website or service; (d) unauthorized intervention in any part of the entry process or the Campaign; or (e) printing, typographical, electronic, or human errors which may occur in the offer or administration of the Campaign or the processing of entries. Entrants agree that any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Campaign (but not the development of the entry) but in no event attorneys' fees; and Entrants waive all rights to claim any punitive, incidental, consequential, and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased.

**16. FORUM AND RE COURSE TO JUDICIAL PROCEDURES:** To the extent permitted by law, these Rules shall be governed by, subject to and construed in accordance with the laws of Japan, excluding all conflict of law rules. If any provision(s) of these Rules are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect. To the extent permitted by law, the rights to litigate, seek injunctive relief or make any other recourse to judicial or any other procedure in case of disputes or claims resulting from or in connection with this Campaign are hereby excluded, and all Entrants expressly waive any and all such rights.

**17. DISPUTES:** By entering the Campaign, Entrant agrees that all disputes between Entrant and Sponsor of whatsoever kind or nature arising out of these Rules, shall be conclusively resolved through arbitration held in Tokyo in accordance with the Commercial Arbitration Rules of The Japan Commercial Arbitration Association. The language used in arbitration proceedings shall be Japanese.