

FREQUENTLY ASKED QUESTIONS ABOUT FORM D

What Form D? It is a form that Pokémon USA, Inc. requires all transferees from winners of Pokémon Organized Play Scholarships (or, if the transferee is under the age of legal majority, his or her parent or legal guardian), to complete in order to receive a distribution of his or her scholarship.

Who should complete this form? All transferees of winners should complete this form.

I am a transferee, but I am under age 18, or otherwise considered a “minor” in the place where I live. Should I sign this form? No. If you are under the age of legal majority, your parent or legal guardian should sign this form on your behalf.

How many parts does this form have? This form has two (2) parts described below:

PART 1--CONTACT INFORMATION AND AGREEMENT TO TERMS AND CONDITIONS: This part requests that you certify to Pokémon certain contact and other information about you. It also requires you to agree to the Terms and Conditions to the Pokémon Organized Play Scholarship.

PART 2: RELEASE, WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND HOLD HARMLESS AGREEMENT: This part asks you to release Pokémon USA, Inc. from liability in connection with your scholarship.

I am the winner of the Pokémon Organized Play Scholarship that was transferred—do I sign this form, too? No. You sign Form A, which is similar to this form.

When must I complete this form? You must complete and return both parts as soon as possible after being transferred the Pokémon Organized Play Scholarship.

Where do I send this form? Please return BOTH PART 1 AND PART 2 of this form by mail to Pokémon USA, Inc. 777 108th Avenue NE Suite 2000, Bellevue, WA, USA 98004, or fax to 425 274-1040.

**FORM D--PART 1
TRANSFEREE'S CONTACT INFORMATION and
TRANSFEREE'S AGREEMENT TO TERMS AND CONDITIONS**

(To be completed by TRANSFEREE of Pokémon Organized Play Scholarship Winner)

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

BY COMPLETING THIS FORM YOU ARE PROVIDING US YOUR CONSENT TO COLLECT, STORE AND USE THIS FORM, WHICH CONTAINS CERTAIN PERSONAL INFORMATION ABOUT YOU OR YOUR CHILD, IN THE UNITED STATES.

THIS FORM IS TO BE COMPLETED BY THE TRANSFEREE OF A POKEMON ORGANIZED PLAY SCHOLARSHIP RECIPIENT AS PROMPTLY AS POSSIBLE AND RETURNED TO POKÉMON USA, INC. AS INDICATED BELOW.

1. My name is: _____

2. **Winner's** POP Id Number is: _____

3. My date of birth is: _____

4. My address (street, city, country, zip/country code) is:

5. My Area Code and Phone Number is: _____

6. My Email Address is: _____

7. Event at which scholarship won:

Date:

Location:

Name of Event:

Winner's Place (1st, 2nd etc.):

Original amount of Scholarship:

8. My Social Security/Tax Identification Number is: _____

9. By accepting the scholarship funds, and signing below, I hereby agree (and, if I am under the age of legal majority, my parent or legal guardian agrees on my behalf):

- a. To be bound by the terms and conditions of the Pokémon Organized Play Scholarship Program as in effect from time to time and that Pokémon USA, Inc. in its sole discretion may determine whether or not I have qualified for the scholarship.
- b. To allow Pokémon or its authorized representative to collect, store and use personal information concerning me in connection with the scholarship described above and to share such personal information with third parties who may help Pokémon administer the scholarship described above.

- c. To complete such other documents that Pokémon shall reasonably require from time to time to administer the award.
- d. That this document will be governed by and interpreted under the laws of the State of New York, 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 New York County, New York. I consent to the jurisdiction and venue of such courts for these purposes.
- e. That the determination by Pokémon as to any interpretation of any aspect of the Scholarship or Scholarship Program, or whether a recipient of the Scholarship has complied with any provision of the Scholarship or Scholarship Program, shall be final and binding.

10. This Section to be completed if transferee is under 21 years old or is considered a minor in its location of residence:

A. Parent's/Legal Guardian's Name: _____

B. Parent's /Legal Guardian's address (street, city, country, zip/country code):

C. Parent's /Legal Guardian's Area Code and Phone Number: _____

D. Parent's /Legal Guardian's Email Address: _____

SIGNATURES

I have completely read and understand this form and Agreement. I have represented to Pokémon that I am either not a minor and have signed this form and Agreement, or that I am a minor and have signed this form and my parent/legal guardian has also signed this form and Agreement.

SIGNATURE OF TRANSFEREE OF SCHOLARSHIP RECIPIENT

 Signature of Recipient

 Date

SIGNATURE OF PARENT OR LEGAL GUARDIAN (*Parent/Guardian signature required below if Transferee is under 21 or is considered a minor in his or her country of residence*).

 Signature of Parent/Legal Guardian

 Date

Please return this form by mail to Pokémon USA, Inc. 777 108th Avenue NE Suite 2000, Bellevue, WA, USA 98004, or fax to 425 274-1040.

**FORM D- PART 2
TRANSFeree RELEASE, WAIVER OF LIABILITY,
ASSUMPTION OF RISK,
AND HOLD HARMLESS AGREEMENT**

(To be signed by person to whom winner transfers the scholarship)

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

BY COMPLETING THIS FORM YOU ARE PROVIDING US YOUR CONSENT TO COLLECT, STORE AND USE THIS FORM, WHICH CONTAINS CERTAIN PERSONAL INFORMATION ABOUT YOU OR YOUR CHILD, IN THE UNITED STATES.

I, _____ *[insert name of person to whom winner is transferring the scholarship]*, am accepting the transfer from _____

[insert name of winner] ("Winner") of the scholarship which was granted by Pokémon USA, Inc. ("Pokémon") to the Winner described as follows: the scholarship in the amount of \$ _____ *[insert entire amount of the scholarship awarded by Pokémon to the Winner]* (the "Scholarship") awarded to Winner at the

[describe the tournament and date at which the scholarship was awarded].

By accepting the Scholarship, I agree that the determination by Pokémon as to any interpretation of any aspect of the Scholarship or Scholarship Program, or whether a recipient of the Scholarship has complied with any provision of the Scholarship or Scholarship Program, shall be final and binding.

RELEASE AND HOLD HARMLESS:

IN FURTHER CONSIDERATION OF ALLOWING WINNER TO TRANSFER THE SCHOLARSHIP TO ME AND ALLOWING ME TO USE THE SCHOLARSHIP, 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 TAXES OR OTHER AMOUNTS DUE TO GOVERNMENTAL BODIES BY ME AS WELL AS ALL CLAIMS, EXPENSES, LOSSES OR DAMAGES TO PROPERTY OR PERSON OF ANY KIND, CAUSED IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, BY THE ACCEPTANCE, POSSESSION, MISUSE, OR USE OF THE SCHOLARSHIP. THIS RELEASE EXTENDS TO CLAIMS FOR THE NEGLIGENCE OF POKÉMON.

INDEMNIFICATION:

IN FURTHER CONSIDERATION OF MY USAGE OF THE SCHOLARSHIP, I AGREE AND PROMISE TO INDEMNIFY AND DEFEND POKÉMON AGAINST ANY AND ALL CLAIMS, LIABILITIES, LOSSES, DAMAGES OR EXPENSES OF ANY KIND INCLUDING, BUT NOT LIMITED TO, (i) CLAIMS FOR THE NEGLIGENCE, FAULT OR OTHER TORT OF POKÉMON; (ii) PAYMENT OF ANY WORKER'S COMPENSATION LIENS, MEDICAL LIENS OR ANY OTHER TYPE OF LIEN; AND (iii) PAYMENT OF REASONABLE ATTORNEYS' FEES ARISING FROM OR IN ANY WAY CONNECTED WITH ANY INJURIES, DAMAGES OR LOSSES SUSTAINED

FROM THE USE OF THE SCHOLARSHIP, PROVIDED THAT THIS INDEMNIFICATION SHALL NOT EXTEND TO CLAIMS FOR POKÉMON'S INTENTIONAL OR RECKLESS MISCONDUCT OR GROSS NEGLIGENCE.

AGE:

I hereby 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 their express indemnification of Pokémon, as stated herein.

REPRESENTATIONS AND WARRANTIES:

If I am a minor, by signing below my parent or legal guardian represents and warrants that he or she is my parent or legal guardian.

GOVERNING LAW:

I agree that this document will be governed by and interpreted under the laws of the State of New York, 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 New York County, New York. 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.

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.

