POKÉMON UNITE CHAMPIONSHIP SERIES OFFICIAL RULES

IF YOU ARE A MINOR IN YOUR PLACE OF RESIDENCE, YOU MUST HAVE PERMISSION FROM YOUR PARENT OR LEGAL GUARDIAN TO PARTICIPATE. COLLECTION AND USE OF PERSONALLY IDENTIFIABLE INFORMATION WILL BE IN ACCORDANCE WITH THE ADMINISTRATION'S ONLINE PRIVACY POLICIES AS SET OUT IN THE PRIVACY SECTION OF THESE OFFICIAL RULES.

REGISTERING FOR A TOURNAMENT THROUGH START.GG WILL BE DEEMED YOUR ACCEPTANCE TO THESE OFFICIAL RULES, YOU ("ENTRANT" OR "YOU") WARRANT THAT YOU ACKNOWLEDGE AND AGREE TO THESE OFFICIAL RULES (THE "OFFICIAL RULES") AND TO ADMINISTRATION'S DECISIONS, WHICH ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE TOURNAMENT. THESE OFFICIAL RULES SERVE AS THE PRIMARY GOVERNING DOCUMENT FOR ALL ELEMENTS OF THE 2024 POKÉMON UNITE CHAMPIONSHIP SERIES (THE "PROGRAM") AND APPLIES TO ALL PLAYERS, TEAMS, OR ANY OTHER AFFILIATES OR PERSONS COMPETING IN ANY ELEMENT OF THE PROGRAM (EACH A "PARTICIPANT" AND COLLECTIVELY THE "PARTICIPANTS").

- **1. ELIGIBILITY:** Pokémon UNITE is free to download. All players must agree to UNITE's EULA. The Pokémon UNITE Championship Series ("**Tournament**") is open to players who are 16 years of age or older and in accordance with the legal age in your jurisdiction* prior to the Official Start Date of any tournament within the Program and who meet the following criteria:
 - Have a Start.gg account in good standing at the time of entry and throughout the Program;
 - Reside in a region supported by the Play! Pokémon Regional Zones for Brazil (BR), Europe (EU), Latin America - North (LA-N), Latin America - South (LA-S), North America (NA), and Oceania (OC). For a full list of eligible territories/regions, refer to Section 32; and,
 - For players in BR, EU, LA-N, LA-S, NA and OC must have a valid Player ID through a Play! Pokémon account in good standing at the time of entry and throughout the Program ("Account");
- *The following Regional Zones will require a minimum age to participate in the Tournament:
 - Brazil: minimum age of 18 years old.
- **The following Regional Zones will have competition announced separately:
 - Asia Pacific East
 - Asia Pacific West
 - India
 - Japan
 - Korea

Where applicable, if you are a minor in your place of residence, you must be represented by your parent or legal guardian to agree to this Official Rules and have permission from your parent or legal guardian to participate. If you are a minor and are selected as a potential winner, your parent/legal guardian must execute all documents and agree to all obligations and undertakings required of a potential winner in these Official Rules, both on your behalf and on behalf of themselves. Prize may be awarded in the name of, or to, parent/legal guardian, at the discretion of Adminstration.

Employees, contractors, officers, and directors of The Pokémon Company International ("TPCi"), Microsoft Corporation, and Esports Engine, collectively "Administration", or their respective parents, subsidiaries, affiliates, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment, and marketing agencies, website providers, and web masters (collectively, "Tournament Entities") and members of their immediate families (spouses, parents, siblings and children, regardless of where they live) and those living in the same household are not eligible to participate in the Tournament.

Requests for exemptions from this rule must be made in advance of competition. Administration, at its sole discretion, reserves the right to grant exemptions for this eligibility criteria.

Administration reserves the right to verify the eligibility of players at any time in its sole and absolute discretion.

- **2. ADMINISTRATION:** The Pokémon Company International, Inc ("TPCi") and all other entities TPCi grants administrative powers and responsibilities, including Esports Engine ("EE") and Start.gg, at the designation and discretion of TPCi. The Administration reserves the right to change, update, and modify these Official Rules at any time, for any reason, without advance notice.
- **3. CONDITIONS OF PARTICIPATION:** Administration reserves the right in its sole discretion, to modify, cancel, terminate, and/or suspend the Tournament and to disqualify any individual who tampers with the entry process, violates these Official Rules, or acts in a disruptive or unsportsmanlike manner. Without limiting the foregoing, Administration may remove an entrant who, in Administration's sole judgment, has been disqualified, has questionable eligibility or is otherwise ineligible to enter. Additionally, the Administration may modify, cancel, terminate, and/or suspend the Tournament if, in the Administration's sole opinion, an incident of any kind occurs to corrupt or impair the administration, security, integrity, fairness or play (as intended) of the Tournament. If the Tournament is terminated before the stated end date of the Tournament Period, the Administration in its sole discretion reserves the right to forfeit prizes.
- **4. HOW TO PLAY:** Pokémon UNITE is a 5-on-5 strategic team battle game. A team is a **main roster** made up of at least 5 players to participate together within the Program ("**Team**"). The Team who has obtained the most Aeos points by the end of a match will be declared the winner.
 - Aeos points can be obtained by defeating either neutral or opposing Team Pokémon through battle.
 - Incapacitated Pokémon will drop Aeos energy and be unable to battle for a short duration which will increase with level.
 - O To score points, once Aeos energy is obtained, it must then be deposited in the opposing Team's goal zones.
 - If both teams have scored the same amount of Aeos points at the end of a game, the Team that reached the tied scored first will be declared the winner.

Tournament matchups and results will be recorded on Start.gg and Administration will <u>utilize Discord for</u> tournament communications.

The Pokémon UNITE Championship Series tournament page can be found here: start.gg/pokemonunite

5. FORMAT & STRUCTURE: The following Tournament Formats and Competitive Structures will be used throughout the Program:

Tournament Formats: The Program's tournament formats are subject to change at anytime. Tournament formats will be announced ahead of registration for that specific tournament. A Team's record of Matches won and lost is a Team's "**Match Record**".

• **Double Elimination Bracket ("DE"):** Each Match will be a Best-of-3 game series and the winning Team will advance into the next round of the Winner's Bracket, the losing Team will be placed into the Loser's Bracket. If a Team loses a Match in the Loser's Bracket, the Team will be eliminated from the tournament. This portion of the tournament progresses until completion, where a certain number of teams remain, as defined in the Competitive Structure below.

Single Round Robin ("SRR"): This tournament format is used at certain events each year. Teams will be placed into groups, where every Team will play 1 Match against each other Team in their group. Each Match will be a Best-of-3 game series, unless instructed otherwise by Administration. Final group placement will be determined as follows:

- First Tiebreaker: Tardiness Teams that arrived at the tournament late are ranked below Teams that arrived on time.
- Second Tiebreaker: If two or more teams have the same Match Record ("Tied Teams"),
 placement will be determined by Head-to-Head Match Winning Percentage (Matches Won vs.
 Tied Teams / Matches Played vs. Tied Teams)
- O **Third Tiebreaker:** If two or more teams have the same Head-to-Head Match Winning Percentage, placement will be determined by Head-to-Head Game Winning Percentage (Games Won vs. Tied Teams / Games Played vs. Tied Teams)
- Fourth Tiebreaker: If two or more teams have the same Head-to-Head Game Winning Percentage, Ranking will be determined by Overall Game Winning Percentage (Games Won / Games Played)
- o **Fifth Tiebreaker:** If the aforementioned methods cannot break a tie which does not determine an advancement to the next stage, the tie will be broken by the Team's initial seed. The highest seed is 1.
- O **Sixth Tiebreaker:** If the aforementioned methods cannot break a tie which determines an advancement to the next stage, the Tied Teams will be scheduled to play a best-of-1 round robin tiebreaker
- O Seventh Tiebreaker: The higher number will win all the aforementioned tiebreakers.
- Swiss: Each round, Teams will be assigned matches against other teams with the same or similar Match
 Record until there is only one undefeated Team. After the final round of Swiss, rankings are determined
 based on Match Record. In situations where Teams have identical Match Records, tiebreakers are used
 to determine the final ranking of each Team. After all Teams are ranked by final Match Record,
 tiebreakers are applied in the following order:
 - First Tiebreaker: Tardiness Teams that arrived at the tournament late are ranked below Teams that arrived on time.
 - **Second Tiebreaker:** Opponents' Win Percentage ("**Op Win** %")— Teams who remain tied are now ranked in order of their Op Win %, from highest to lowest.
 - O Third Tiebreaker: Opponents' Opponents' Win Percentage ("Op Op Win %") Teams who remain tied are now ranked in order of their Op Op Win %, from highest to lowest. A Team's Op Op Win % is the average of the Op Win % of all that Team's opponents.
 - o **Final Tiebreaker:** Head-to-head If exactly two Teams are tied in the final standings, and those Teams played each other during the tournament, then the winner of that match is ranked higher than the loser.
 - If exactly two teams are tied in the final standings, and those Teams <u>did not</u> play each other during the tournament, then those Teams will play a Best-of-1 Match. The winner of that match is ranked higher than the loser.

Competitive Structure: The Program's competitive structure contains five primary competition types, and are subject to change at anytime. Some tournaments may feature multiple competition types as designated phases of the same tournament:

- Open Qualifier Tournaments open to all eligible Teams. Open Qualifiers follow a DE bracket format, and the bracket will progress until 8 Teams remian. Open Qualifiers will have a maximum number of Teams: 256 (BR, EU, LA-N, LA-S, and NA) and 64 (OC).
- Monthly Finals Tournaments for the 8 Teams that earned qualification through that month's Open Qualifier. Monthly Finals follow a DE bracket until only 1 team remains.
- Open Bracket Tournaments open to all eligible Teams. Open Bracket formats and tournament
 maximums announced ahead of registration for each tournament. Teams from any Pokémon UNITE
 Championship Series regional zone that meet the registration requirements will be eligible to compete.
- **Aeos Cup** An Open Bracket international tournament featuring invited Teams that earned qualification from around the world. The Aeos Cup includes five unique phases:

- Open Qualifier (Online): Some regional zones will have an Aeos Cup Open Qualifier tournament.
- O Play-Ins (Online): The Top 8 Teams from a regional zone's Open Qualifier will qualify for the Play-In tournament in the same regional zone. Teams will compete for a Travel Award to the 2024 Pokémon Europe International Championship ("EUIC") and advancement to the Aeos Cup Group Stage.
- Open Bracket (at EUIC): A Swiss open bracket will be held to rank all Teams, determining qualification to the Group Stage. Open to all UCS Regional Zones.
- O Group Stage (at EUIC): Qualified Teams for the Group Stage includes invited teams (such as winners of the regional Play-Ins) and the top teams from the Open Bracket. Qualified Teams will be divided into 4 groups of 4 in DE with 2 teams per group advancing to the Bracket Stage. Bracket Stage (at EUIC): Performance in the Group Stage will determine placement in the bracket. The Top 8 Teams from the Group Stage will compete in a DE bracket until only 1 Team remains.
- Regional Finals Tournaments for the 16 teams that earned qualification through the Regional Championship Open Qualifier. Regional Finals follows a format with (1) group stage (4 groups of 4 in SRR) with 2 teams per group advancing to (2) an 8 team, DE bracket until only 1 Team remains.
- Final Stretch Open bracket tournament held at the 2024 Pokémon North America International Championship ("NAIC") with a maximum of 32 Teams. Tournament format to be announced ahead of registration. The teams will compete until only 1 Team remains. The remaining team will earn an invitation to the World Championships.
- **Pokémon World Championships** Invitation-only tournament to determine the World Champion. See **Section 12** for more information on the World Championships and Qualification Methods.

IN-PERSON TOURNAMENTS & REQUIREMENTS

- 2024 Europe International Championship (EUIC): Aeos Cup Open Bracket, Group Stage, Bracket Stage.
- 2024 North America International Championship (NAIC): NA Regional Finals, the Final Stretch. Detailed competition format for the Final Stretch to be shared at a later date.
- 2024 Pokémon World Championships (WCS): Top Teams from all eligible regions who meet the
 qualifications outlined in Section 12 2024 Pokémon World Championships. Detailed competition
 format to be shared at a later date.

Intent to Participate: Qualified Teams invited to In-Person Tournaments must confirm their intent to participate by a date specified by Administration per event. A Player confirms their intent to participate by registering via the registration portal provided by Administration. If a Qualified Team fails to provide confirmation of intent to participate, Administration reserves the right to disqualify that Team at their sole discretion.

Travel: All players who qualify for any In-Person Tournaments are responsible for understanding and securing their own essential travel documentation. If a Qualified Team is unable to travel and attend, their invitation may be passed down to another team as determined by Administration. For information on Travel Awards, see **Section 23**.

Participation Prohibition: A Qualified Team may be prohibited from participating in the event in any of the following situations:

- Any member of the Qualified Team is unable to travel to the event due to local / global travel restrictions or fails to obtain necessary documentation for travel.
- The Qualified Team is unable to fulfill roster requirements by the deadline specified by Administration.

- Any member of the Qualified Team does not comply with the COVID-19 protocols outlined on the pokemon.com website.
- Other situations that Administration deems necessary to prohibit a Qualified Team from participating in any In-Person Tournament.

COMPETITIVE PATCH: Administration will announce competition information ahead of the tournament, including a list of restricted game features as outlined in **Section 9**.

6. TOURNAMENT SCHEDULE

The following is the schedule of tournaments for the Program – local to the market of competition:

Tournament	Туре	Regional Zone	Tournament Dates
Aeos Cup – Open Qualifier	Aeos Cup	BR, EU, LA-N, LA-S, NA, OC	February 3, 2024
Aeos Cup – Play-Ins	Aeos Cup	BR, EU, LA-N, LA-S, NA, OC	February 10, 2024
March Cup	Open Qualifier	BR, EU, LA-N, LA-S, NA, OC	March 9, 2024
March Finals	Monthly Finals	BR, EU, LA-N, LA-S, NA, OC	March 16, 2024
Aeos Cup	EUIC	All	April 5-6, 2024
April Cup	Open Qualifier	BR, EU, LA-N, LA-S, NA, OC	April 13, 2024
April Cup	Monthly Finals	BR, EU, LA-N, LA-S, NA, OC	April 20, 2024
Regional Championship	Open Qualifier	BR, EU, LA-N, LA-S, NA, OC	May 4, 2024
Regional Championship Finals	Regional Finals	BR, EU, LA-N, LA-S, NA, OC*	May 11-12, 2024
Regional Championship Finals	Regional Finals	NA	June 7-8, 2024
Pokémon World Championship	World Championship	All	August 2024

^{*}NA will play until the Top 8 Teams are identified. All other Regional Zones will complete their tournaments during the dates listed.

IN THE EVENT THAT FOR ANY REASON THE TOURNAMENT, OR A PORTION THEREOF, CANNOT TAKE PLACE ON THE DATES PLANNED, ADMINISTRATION RESERVES THE RIGHT TO MODIFY THESE DATES IN ITS SOLE DISCRETION.

SEEDING: Teams who participated in the 2024 Pokémon Unite Championship Series will receive priority seeding for the Aeos Cup - Open Qualifiers, all other teams will be seeded randomly. All Open Qualifier tournaments from March 2024 and on will be seeded by the Team's aggregate Championship Point Total earned in 2024. Format & Structure is subject to change at the sole discretion of Administration.

7. HOW TO REGISTER: Players must create an account and register for the competition through Start.gg. Each competition is its own tournament. If a Player wishes to participate in more than one tournament, they must individually register for each one. Registration for each tournament will close the day prior to the competition.

8. PLAY! POKEMON ACCOUNT REGISTRATION:

- Players in BR, EU, LA-N, LA-S, NA and OC will need to:
 - o (i) Create a Pokémon Trainer Club account, and
 - (ii) Opt into Play! Pokémon to participate in any sanctioned Pokémon UNITE event. Instructions may be found at <a href="https://support.pokemon.com/hc/en-us/articles/360043974292-How-do-l-opt-in-for-Pok%C3%A9mon-GO-and-or-Organized-Play-in-my-Pok%C3%A9mon-Trainer-Club-account-
- After creating a Pokémon trainer club account and opting into Play! Pokémon, Players will need to generate their Player ID. Instructions may be found at https://support.pokemon.com/hc/en-us/articles/360001031234-How-do-l-generate-a-Player-ID-
- Players are prohibited from trading, sharing, or otherwise transferring ownership or access to any of their Accounts.
- **9. MATCH AND GAMEPLAY PROCESSES:** All Matches will be played via the Pokémon UNITE custom Tournament lobby mode. Game and match settings should follow the guidelines below unless instructed otherwise by Administration.

Timeliness Of Match Start: It is expected that players will resolve any issues with the setup process within the allotted time, and that match will begin at the scheduled time. Delays due to setup problems may be permitted, but only at the sole discretion of Administration. Penalties for tardiness may be assessed at the discretion of Administration.

Game Lobbies: For the avoidance of doubt, all Players should consider all game lobbies with their scheduled opponents as an official tournament Match unless expressly instructed otherwise.

- All competition will use the custom tournament lobby with the following settings **enabled** unless instructed otherwise by Administration:
 - All held items at max grade
 - o All held items unlocked
 - o All Unite licenses unlocked
 - All battle items unlocked
- All Matches will use Draft Pick.
- Each Match will be a Best-of-3 game series. The first Team to win two (2) games will win the Match.
- Each Team must check-in during the designated tournament check-in period prior to the start of each Tournament. Failure to check in may result in forfeiture from the event.
- The Team on the top side of the viewable match on the bracket ("Hosting Team") will create the lobby and then share their Lobby ID with their opponents via the Start.gg match chat feature.
- Side Selection:
 - Various methods of Side Selection will be used across competition. Seeding methods per event or tournament phase will be announced ahead of registration for that event:
 - Random (No Seeding): Side Selection for matches will be determined by a random coinflip handled by Administration. Teams will be randomly assigned heads or tails, and the winner of the coin flip will select their choice of side for Game 1. For each subsequent game in the same Match, the team defeated in the most recently played game will select their choice of side for the next game.

• Seeded: The higher seed will select their choice of side for Game 1. In the event of a seeding tie or a Grand Finals bracket reset, Game 1 side selection will be chosen by a random coin-flip. For each subsequent game in the same Match, the team defeated in the most recently played game will select their choice of side for the next game.

Between games, Teams will have 2 minutes from the moment the current game's in-game time reaches 00:00 to select their side for the next game. The team will inform their opponents OR match's designated staff(s) of their selection, as instructed by Administration.

- The Hosting Team will start once all Players have joined the lobby.
- At the conclusion of the Match, both the winning and losing Teams must report the Match results on Start.gg.
- Players are encouraged to take and upload screenshots of their Games to Start.gg as evidence of their Match outcome in the event of a dispute.
- Each Team will have 5 minutes after a round has started to either initiate or join the Game lobby. Failure to initiate or join a Game within this 5-minute period may result in a match loss. For Broadcast Matches (See **Section 16**), teams must follow timelines provided by Administration, which may be less than 5 minutes to initiate and or join the Game lobby.

GAMEPLAY RESTRICTIONS: Restrictions may be added at any time before or during a match, if there are known bugs with any Pokémon, held items, battle items, moves, move combinations, Holowear, or for any other reason as determined at the discretion of Administration. Failure to comply with any of these restrictions may result in penalties, including forfeiture of the Match.

- Boost emblems are banned for all Tournament Matches.
 - The Hosting Team will be required to ensure boost emblems are disabled before the start of their Game through the Game Lobby Settings.
 - Both Teams will be responsible for reporting any use of a boost emblem.
 - o If a boost emblem is reported after the completion of a Game or Match, a replay will not be granted, and the results will stand.

GAMEPLAY ELEMENTS:

Selection Error: Once a game has started, Player Pokémon selections are considered final. No games will be remade in the event of an unintentionally or erroneously-selected Pokémon.

Controlled Game Start: If a game must be remade, all Players must select the identical Pokémon, held items, and battle items consistent with the previous valid team selection process.

Ending the Game: Ending the game without express permission from Administration may result in a game forfeit. This includes ending the game as a host, forfeiting as a team, or otherwise causing the game to end prematurely.

Forfeiting: Players are expected to always play to the best of their skill. Game and/or match forfeits, including use of the in-game surrender feature during a Tournament Match, may be viewed as cheating. See **Section 18** for more information on Cheating and Tournament Integrity.

Pausing: Pausing the game without express permission from Administration may result in a game forfeit.

Slow Client Load: If any disconnect or failure occurs which interrupts the loading process and prevents a player from joining a game upon game start, the game may be remade but only with review and approval by Administration.

Stoppage of Play: Throughout the course of competition, events may occur that warrant a Stoppage of Play, such as Player(s) disconnecting from the game, equipment failures, environmental factors, etc. Administration in its sole discretion will determine what warrants a Stoppage of Play and will communicate directly to the

players if one occurs. Administration will investigate the issues or events that caused the Stoppage of Play and determine the appropriate course of action. Players should always continue playing, unless expressly instructed otherwise by Administration.

No Interference with Staff: During any stoppage of play (including a game server crash), Players must not interfere with Staff's discussions and decision making. During a stoppage of play, Players may not leave their competition stations without express permission from Staff.

Unintentional Disconnection: A player losing connection to the game due to problems or issues with the game client, platform, network, or device.

Intentional Disconnection: A player losing connection to the game due to a player's actions (i.e. closing the application). Any actions of a player which lead to a disconnection shall be deemed intentional, regardless of the actual intent of the player.

Server Crash: All players losing connection to a game due to an issue with a game server or venue internet instability.

If a player disconnects without notifying Staff, Staff is not required to enforce a pause or remake of the game. During any troubleshooting of a game, players may not leave the match area unless authorized Staff.

MATCH TROUBLESHOOTING

In the event of a game-disrupting issue, Players must notify Administration immediately and continue playing their match. Administration will investigate the issue and determine the appropriate course of action. Staff and Administration may investigate an issue and provide instructions to players before resuming play. Staff and Administration may issue penalties to players who abuse requests for stoppage of play, including (but are not limited to) frequent and unreasonable requests.

PROMPT REPORTING: Once a player is aware of a bug or issue (which, as defined, includes presumed hardware failures), the player must escalate that issue as soon as possible. A player may alert Staff during a match that a bug or issue is observed by raising their hand at the time the bug or issue occurs.

ILLNESS, INJURY OR DISABILITY: Minor player illness, injury, or disability is not an acceptable player issue to request to be replaced with an Alt. In the case of an underlying and/or pre-declared medical condition, the player may inform Staff prior to the match, who may in its sole discretion provide a player with an evaluation or assistance to determine whether the player is ready, willing, and able to continue playing within a reasonable period of time.

If a player is deemed unfit to continue game play due to major illness, injury, or disability, Staff may enforce that team's Alt to replace that player.

If a player is showing signs or symptoms related to the COVID-19 virus, they will be subject to all procedures as covered in the COVID-19 Protocols.

If a player is rendered unable to play or continue because of a lack of medical clearance, or if the team is unable to field a roster that is compliant with these rules, the team shall forfeit the game unless an Administrator, in its sole discretion, determines that game is subject to an Awarded Game Victory.

GAME RESUME: A Game Resume is the acceptance of the current state of the game and continuation of play from that point without a remake of the game, or invalidation of the current game state. Players may experience disruptions, distractions, or other events that may potentially interfere with their ability to play. However, not all disruptions, distractions, or other events may result in an unfair interference or advantage for or against one or both of the teams.

In the event that Administration deems that a Game Resume may be warranted, Staff and/or Administration will evaluate the circumstances and determine the outcome. The decision of the Administration is considered final. Circumstances that may require a Game Resume include, but are not limited to:

Bug: An error, flaw, failure or fault that produces an incorrect or unexpected result, or causes a game or hardware device to behave in unintended ways.

Minor Bug: A bug (including a hardware failure) that is, at worst, inconvenient to players. This may include bugs that alter game stats or gameplay mechanics in a manner that, while not optimal, can be played through if necessary.

Play Through Bug: A bug that does not significantly alter the competitive integrity of the game. This may mean that there are mitigation steps available for an otherwise difficult to play around bug (like restarting the game client or device). Alternatively, this may include situations where the impact of the bug can be mitigated through other in-game functions.

This category also includes bugs provided under the "inform designation" - i.e. those bugs that are provided to teams in advance of games (usually Pokémon, held item, battle item, move combination, or environment interactions and persistent effects) for which no remake will be offered. These effects or interactions cannot be avoided or mitigated through any means other than disabling the offending Pokémon, Holowear, held items, or battle items and thus remakes are not available for these bugs, which must be played through.

At its discretion, Administration may offer a game remake for Bugs under the "inform designation" if, in the sole discretion of Administration, the Bug has a high impact on the competitive integrity of the game. Administration will not offer a remake if, in its sole discretion, it is determined that the disadvantaged player or team intended to or purposefully triggered the Bug.

If in the event of a remake any player causes the Bug to reoccur, Administration may force a play through with no option of an additional remake.

GAME REMAKE: A Game Remake is a complete remake of a game for the purpose of continuation of prematurely ended gameplay, which may include modified conditions based on the state of the original game at the time of cessation and at the sole discretion of the Administration.

In the event Administration has deemed that a Game Remake may be warranted, Staff and/or Administration will evaluate the circumstances and determine the outcome. The decision of the Administration is considered final. Circumstances that may require a Game Remake include, but are not limited to:

Selection Error: In the event of an erroneously-selected Pokémon going into the game loading screen, the player must play the game with the originally selected Pokémon.

Slow Client Load: If any disconnect or failure occurs which interrupts the loading process and prevents a player from joining a game upon game start, the game may be remade but only with review and approval by Staff.

Critical Bug: A bug (including an Unintentional Hardware Failure) that significantly damages a player's ability to compete in the game situation, significantly alters game stats or gameplay mechanics, or a situation in which the external environmental conditions become untenable. The determination of whether the bug has damaged a player's ability to compete is up to the sole discretion of Administration.

Unintentional Hardware Failure: The failure of any piece of hardware, including server failure, monitor or mobile device or player peripheral failure. This does not include any hardware failure that is player

induced, including the intentional damage to, or destruction of, a player peripheral, damage to the monitor, damage to a device screen, or a player interfering with WCS-provided or player-provided equipment. The determination of whether a hardware failure is unintentional is up to the sole discretion of Administration.

Terminal Situation: A bug or other circumstance that requires the game be remade. These circumstances include instances of critical bugs that severely challenge a game's integrity, outcome, and/or legitimacy, or any other instance at the discretion of Administration where the continuation of the game is untenable (including environmental concerns and catastrophic hardware failure).

GAME REMAKE PROCEDURES:

Terminal Situation: Administration will determine whether either or both teams were significantly disadvantaged by a bug, and any significantly disadvantaged team may be offered the opportunity to remake the game. If any significantly disadvantaged team accepts the remake, the game will immediately be remade as per this section. Significant disadvantage is a prerequisite to a remake offer.

Controlled Game Start: In the event of a controlled start and per the directions of the Staff, Players must select the identical Pokémon, held items, and battle items consistent with the previous valid team selection process.

Gameplay/Feature Disables: If the remake occurred due to a Pokémon bug, then settings no longer will be retained, and a Pokémon may be made ineligible for the remainder of the day's matches unless the bug can be conclusively tied to a specific game element that can be fully removed and/or avoided (i.e. a specific Holowear). Settings may be retained at the sole discretion of Administration.

HARDWARE MALFUNCTION: In the case of any hardware malfunctions, Administration shall determine whether the hardware malfunction is a minor bug (i.e. a monitor loses power and a player cannot see their movement while playing on a docked Nintendo Switch), a critical bug (i.e. a player's Joy-Con suddenly disconnects and causes a player knockout), or a terminal situation (i.e. the game server crashes) and follow the appropriate standard.

AWARDED GAME VICTORY

In the event of a technical difficulty which leads Administration to declare a remake, Administration may instead award a game victory to a team. Administration, in its sole discretion, may determine that a team cannot avoid defeat to a degree of reasonable certainty. The following criteria may be used (but are not required to be used) in the determination of reasonable certainty:

- POINT DIFFERENCE: The difference in points between two teams is over 500.
- OBJECTIVE DIFFERENCE: The team with an over 500 point difference has more standing Goal Zones than the opposing team.
- POKÉMON DIFFERENTIAL: The difference in Pokémon able to battle between both teams is at least four (4), with knockout timers on Pokémon unable to battle longer than time remaining in the game.
- GAME STATE DIFFERENTIAL: The team with more team members able to battle have over 200 Aeos Energy to score at less than 02:00 remaining in the game.
- VICTORIOUS: At the time of technical difficulty, there is no scenario that, according to Administration, could have resulted in anything other than the victory of one team.

DISPUTES: Match results will be considered final if there are no outstanding disputes raised within the designated window to dispute the results of a game (the "Dispute Window"). The Dispute Window closes at: (a) the start of the following Game within a Match; (b) the start of a subsequent tournament Match from any of the Teams within the respective game or Match; or (c) ten minutes after the conclusion of the Match, whichever occurs first

The final ruling of the Administration is binding.

ADDITIONAL ELEMENTS FOR IN-PERSON EVENTS ONLY:

Setup Time: Administration will inform teams of their scheduled setup time and duration as part of their match schedule. Administration may change the schedule at any time. Setup time is considered to have begun once players enter the Match Area, at which point they are not allowed to leave without permission of the on-site Administrator(s) or Staff. Setup is comprised of the following:

- Ensuring the quality of all provided equipment for competitive play
- Connecting and calibrating peripherals
- Ensuring proper function of voice chat systems
- Configuring in-game custom Pokémon Moveset/Held Item selections
- Adjusting in-game settings

Seating Order: Players may be asked to provide Administration with their Team's preferred Seating Order in advance of the Tournament. Changes to this seating order must be requested and will be accommodated at Administration's discretion. Players must sit in the order specified by the Staff on-site.

Technical Failure of Equipment: If a player encounters any equipment problems during any phase of the setup process, that player must alert and notify Staff immediately. **Administration is not responsible for any failure of player-provided equipment.**

Technical Support: Administration will be available to assist with the setup process and troubleshooting any problems encountered during the pre-match setup period.

Player Communication During Stoppage Of Play: For the fairness of all competing teams, players are not allowed to communicate, in any fashion, with each other during any stoppage of play. For the avoidance of doubt, players may communicate to Staff, but only when directed in order to identify and remedy the cause for the stoppage. If stoppage extends long enough, Staff may, in its sole discretion, allow teams to talk before gameplay resumes, in order to discuss the game conditions.

Acknowledgement of Pre-Match Testing: Prior to Match start, each Player must confirm with Staff that their setup is complete.

Match Area

The Match Area is the area immediately surrounding any tables set up for tournament match play. During match play, only Starters are permitted in the Match Area, or with expressed permission from Administration.

- Wireless Devices: Personal wireless devices (EXCEPT those being used for Official Matches), including mobile phones, tablets and watches, are not allowed in the Match Area before, during and after active play, including between games of multi-game matches and game remakes, in a manner where such devices are accessible to players.
 - For the avoidance of doubt, wireless devices may be kept in a player's personal bag. Staff and Administration will inform players on where they may store their bags during official competition play.
- **Food and Drink Restrictions:** No food or drinks are permitted in the Match Area, unless expressly permitted by Administration. Closed, unbranded bottled water may be permitted provided they are kept off the tables at all times. At the sole discretion of Administration, this is subject to change.

Player Practice Area

The Player Practice Area ("PPA") will contain designated areas for each team to practice before their official matches begin. The PPA is reserved for Active Roster members only and will be provided by Administration in its sole discretion. Administration will inform players which events will have a PPA available, ahead of registration for that event.

Player Ready State: Once all ten players in a match have confirmed completion of setup, players may not leave the match area or enter a Player Practice Area (PPA) without permission from an Administrator.

Game Lobby Creation: Administration will decide how the official game lobby will be created. Players will be directed by Administration to join a game lobby in accordance with the Seating Order.

SPECIFIC IN-PERSON TOURNAMENT EQUIPMENT REQUIREMENTS AND POLICIES:

All player-provided equipment must be submitted to Administration in advance for approval. Unapproved equipment or equipment that is suspected by Administration of providing an unfair competitive advantage will not be permitted for use. If a player's equipment is designated as unapproved, then the player will be required to use Administration-provided equipment instead.

All equipment must be disinfected in advance before being brought into the Match Area and kept clean at all times.

In its discretion, Administration may disallow the use of any individual piece of equipment for reasons relating to tournament security, safety, or operational efficiency or effectiveness. No player-provided hardware may be brought into the Match Area if it features or displays any name, likeness, or logo of a company or brand which is not approved by TPCi and Administration.

Administration reserves the right to restrict usage of devices for all competition-related activities for any reason at any time. Players are permitted to use personal devices in the PPA but not in Match Areas. Players may be allowed to use personal devices for Official Matches only with expressed permission from Administration.

Administration-Provided Equipment Restrictions

No player under any circumstances shall plug in, adapt, modify, download or install any items, physically alter or otherwise use the equipment provided by Administration for any activity other than competitive tournament play. The provided devices shall not be tampered with in any way and any attempt to do so will result in the team's disqualification. Any issues with the provided equipment must be reported immediately to Staff. Players shall not attempt to troubleshoot any issues with the provided devices.

For avoidance of doubt, Administration will provide the necessary voice chat solution.

Administration-Provided Equipment

Administration may provide equipment in the following categories for all In-Person Tournament matches:

- Nintendo Switch Dock and Monitor
- Mobile device
- Headsets and/or earbuds and/or microphones
- Table and Chair

Hand Warmers will be provided to players for optional use.

Administration may, at any time at their sole discretion, require usage of Administration-prepared tournament devices. If required, players will be provided the choice between a Nintendo Switch console or a mobile device to use for both tournament practice and Official Matches.

Player-Provided Controller

Players are allowed to bring the following officially licensed Nintendo controller(s) into the match and use such equipment during official in-person matches:

• Pro Controller

- Joy-Con Set
- Joy-Con Straps
- Joy-Con Grip

Audio Controls

Players will be required to maintain minimum "white noise" levels in their headsets. Administration may bar players from adjusting their "white noise" levels lower if the officials determine, in its sole discretion, that external noise sources would be too easily discernible. Headphones must be placed directly on a player's ears, and must remain there for the duration of all games.

The microphone attached to the headset must be close to the player's mouth and may be adjusted by Administration if it is determined to be out of position. Players are not permitted to obstruct the placement of headphones by any method or place any item, including hats, scarves or other articles of clothing, between the headphones and the player's ears.

Equipment Tampering

Players may not touch or handle another teammate's owned or provided equipment during official competition play. Players who require assistance with their equipment should seek assistance from Administration or Staff.

POST-GAME PROCESS

Results: Administration will confirm and record the game result.

Technical Notes and Troubleshooting: Players will identify and report any technical issues with Administration.

Results of Forfeiture: Matches won by forfeit will be reported by the minimum score it would take one team to win the match (2-0 for best-of-three, 3-0 for best-of-five). No other data or statistics will be recorded for forfeited matches.

POST-MATCH PROCESS

Results: Administration will confirm and record the match result.

Next Match and Break Time: Administration will inform players of their current standing in the competition, including their next scheduled match. The exact time that players must be ready to reenter the Match Area prepared to play will be provided by Administration. If not all players are in their seats at this exact time, the team may be penalized for delay of tournament play. The next match start time is subject to change at the discretion of Administration.

Technical Notes and Troubleshooting: Players will identify and report any technical issues with Administration.

Post-Match Obligations: Players will be informed of any post-match obligations, including but not limited to, media appearances, post-game and backstage interviews, or further discussion of any match matters immediately following the conclusion of a match.

Teams are required to participate if asked, unless excused at the sole discretion of Administration.

Backstage Interviews: Players may be required to participate in a live, backstage interview for an official broadcast of the event.

Post-Game Interviews: Players may be required to participate in a pre-recorded, post-game interview for a future official broadcast of the event.

Press/Media Interviews: Teams may be asked to make available to Administration at least one player that started any game that day, regardless of team victory or defeat, for a minimum of one interview each (approximately 10 minutes total per player/coach).

10. CHAMPIONSHIP POINTS: Throughout the course of the Program, Players will be awarded Championship Points corresponding with their performance in the competitions. These points will be used for seeding and/or qualification for events throughout the Program.

Points will be awarded to the individual Players based upon their Team's performance. Players who change Teams during the Program will maintain their earned Championship Points.

Please see **Section 23** for the Championship Points Schedule.

11. TEAM QUALIFICATION AND PROGRESSION:

Qualification, tournament format, and placement awards:

Tournament	Туре	Regions	Qualification	Placement Awards
Aeos Cup – Open Qualifier	Aeos Cup	BR, EU, LA-N, LA-S, NA, OC	N/A	Top 8 Advance to Aeos Cup – Play-Ins
Aeos Cup – Play-Ins	Aeos Cup	BR, EU, LA-N, LA-S, NA, OC	Top 8 from Aeos Cup – Play-Ins	Top 1 Advance to Aeos Cup – Group Stage Championship Points Prize Money (Top 4 only)
March Cup	Open Qualifier	BR, EU, LA-N, LA-S, NA, OC	N/A	Top 8 Advance to March Finals
March Finals	Monthly Finals	BR, EU, LA-N, LA-S, NA, OC	Top 8 from March Cup – Open Qualifier	Championship Points Prize Money (Top 4 only)
Aeos Cup	EUIC	All	Open Bracket: 24 Teams Group Stage: Top 1 from Aeos Cup – Play-Ins Bracket Stage: Top 8 from Group Stage	Prize Money (Top 8 only) Championship Points Advancement to 2024 Pokémon World Championships
April Cup	Open Qualifier	BR, EU, LA-N, LA-S, NA, OC	N/A	Top 8 Advance to April Finals
April Cup	Monthly Finals	BR, EU, LA-N, LA-S, NA, OC	Top 8 from April Cup – Open Qualifier	Championship Points Prize Money (Top 4 only)
Regional Championship	Open Qualifier	BR, EU, LA-N, LA-S, NA, OC		Top 16 Advance to Regional Finals
Regional Championship Finals	Regional Finals	BR, EU, LA-N, LA-S, OC	Top 16 from Regional Championship – Open Qualifier	Prize Money (Top 8 only) Advancement to 2024 Pokémon World Championships

Regional Championship Finals	Regional Finals	NA	Top 8 from Regional Championship Finals	Prize Money (Top 8 only) Championship Points Advancement to 2024 Pokémon World Championships
The Final Stretch	NAIC Open Bracket	All	N/A	Advancement to 2024 Pokémon World Championships
World Championship	World Championship	All	See Section 12	Prize Money (Top 16 only) To Be Announced

All Tournaments offer Championship Point awards for placement, see **Section 23** for detailed Championship Point breakdown.

Replacement Teams: In the event a Team that has qualified for a tournament is deemed ineligible, chooses not to participate, or for any other reason is unable to compete, the Administration may replace the Team with a Team of Administration's choice.

Administration will make reasonable efforts to confirm a replacement team with the next qualified team available. In this effort, Administration may use Championship Points, prior tournament placement, responsiveness, or other factors in determining the next qualified team. Administration also reserves the right to not replace a team.

12. 2024 POKÉMON WORLD CHAMPIONSHIPS ("WCS")

TEAM ELIGIBILITY

Teams shall qualify for the 2024 WCS from the Regional Zone in which they compete. Teams may qualify under the following circumstances:

- **AEOS CUP.** The Winner of the Aeos Cup will automatically qualify for the 2024 Pokémon World Championships.
- **REGIONAL CHAMPIONSHIPS.** The Winner of each Regional Zone's Regional Championship Finals will automatically qualify for the 2024 Pokémon World Championships.
- **CHAMPIONSHIP POINTS.** Upon the conclusion of the Regional Championship Finals, the Team with the most Championship Points in each Regional Zone (that does not already qualify for the 2024 Pokémon World Championships) will qualify for the 2024 Pokémon World Championships.
- **FINAL STRETCH.** The Winner of the Final Strech will automatically qualify for the 2024 Pokémon World Championships.
- **ADDITIONAL QUALIFICATION.** Administration may allocate additional opportunities to qualify for the 2024 Pokémon World Championships.

QUALIFICATION METHODS

Name of Regional Zone OR Event - # of Teams	Qualification
Brazil (BR) - 2 Teams	1st place Regional Finals team*
	1st place team in total Championship Points earned
Europe (EU) - 3 Teams	1st place Regional Finals team*
	1st place team in total Championship Points earned*
	2nd place team in total Championship Points earned
Latin America - North (LA-N) - 3 Teams	1st place Regional Finals team*
	1st place team in total Championship Points earned*

	2nd place team in total Championship Points earned
Latin America - South (LA-S) - 2 Teams	1st place Regional Finals team*
	1st place team in total Championship Points earned
North America (NA) - 3 Teams	1st place Regional Finals team*
	1st place team in total Championship Points earned*
	2nd place team in total Championship Points earned
Oceania (OC) - 2 Teams	1st place Regional Finals team*
	1st place team in total Championship Points earned
Asia Pacific - East (AP-E), Asia Pacific - West (AP-W),	Will be determined and announced separately
India (IN), Japan (JP), Korea (KR)	
Aeos Cup (EUIC) – 1 Team	1st place Aeos Cup team*
Final Stretch (NAIC) – 1 Team	1st place Final Stretch team

^{*}Includes Travel Awards

Qualified Teams are those Teams that earn a WCS spot through the qualifications shown in the table above. Qualified Teams are subject to change.

Qualification Priority: If teams qualify for the World Championships in more than one method outlined above, Qualified Teams will default to the Qualification Method of the highest priority applicable.

- 1. Aeos Cup
- 2. Regional Finals
- 3. Final Stretch
- 4. Championship Points
- When all 2024 UCS tournaments are complete and the only remaining event is the World Championships, Championship Point rankings will be final.
- Total Championship Points earned is the sum of the total Championship Points earned by the Main Roster upon the completion of the Regional Finals and the Final Stretch at NAIC. The Main Roster is locked upon the closure of registration for the Regional Qualifiers. See **Section 15** for more information on Roster Locking.
- Should the Regional Finals winner be the same team with the most Championship Points in their respective region, their qualification would lie with the Regional Finals. The WCS slot(s) earned through Championship Points would then be given to the team with the next highest ranking in total Championship Points earned.

SCHEDULE

- Day 0: Content Filming Day and check-in
- Day 1: Group Stage
- Day 2: Bracket Stage

More information, including exact times/dates and schedule details, will be provided to Qualified Teams at a later date.

FORMAT

WCS will feature a Group Stage and a Bracket Stage. Information on the Group Stage and bracket assignments to be announced.

The winner of the Grand Finals match will be considered the 2024 World Champion.

Matches from the Bracket Stage will be selected for broadcast, and selected matches will be announced at a later date before the tournament begins. Administration may, at its sole discretion, change selections for

broadcasted matches at any time. In the event of a selection change, Administration will notify all teams at the earliest convenience.

13. TOURNAMENT RESTRICTIONS. The following restrictions will apply to all regions:

- Players are only allowed to participate in the region in which they reside.
- Players are only allowed to play matches on one of the Tournament authorized devices: Nintendo Switch, Apple iOS, and Google Android.
- All players on a Team must reside in the same region.
- Administration reserves the right to prohibit the use of newly released characters from competition.
- Player name changes on Discord and Start.gg will not be allowed.
- Players may only be on one Team at any given point in a Tournament
- Championship Points are allocated to the individual Player and not the Team.

PLAYER'S INELIGIBILITY: If at any time Administration in its sole discretion determines a player is not eligible to participate in the Program, Administration in its sole discretion may eliminate the player from the tournament and forfeit all potential prizing.

MATCH MONITORING: All Pokémon UNITE matches will be monitored by judges ("**Staff**") who will act as Administration's representatives and match referees. Staff match decisions are final and binding and will be made solely in the Staffs' discretion.

14. ROLE OF STAFF:

Staff oversight includes, but is not limited to:

- Checking a team's Starters before a match.
- Checking and monitoring player peripherals and match areas.
- Announcing the beginning of the match.
- Issuing penalties in response to Rule violations during the match.
- Confirming the end of the match and match results.

FINALITY OF JUDGMENT: If Staff makes an incorrect judgment, the judgment cannot be reversed during the match. However, upon the conclusion of a match, a player may dispute a decision of Staff by notifying Administration. Administration in its sole discretion may evaluate the decision to determine if the proper procedure was implemented to allow a fair decision. Administration reserves the right to potentially invalidate Staff's decision. Administration will always maintain final say in all decisions set forth throughout the tournament.

In the event circumstances arise at an In-Person Tournament that were unknown or unforeseeable at the time of the Official Rules writings, Administration will determine the best course of action in its sole discretion and those determinations will be considered legitimate and final.

15. TEAM AND ROSTER MANAGEMENT:

Each Team must have a designated leader who will serve as the primary point of contact and have authority over roster changes ("**Team Captain**"). Teams are permitted to freely change their roster between **monthly** tournaments.

Administration reserves the right to make changes to team and roster management at any time.

STARTING LINEUP

The five players who are actively playing in tournament matches are called the "**Starters**". If an Alternate replaces a member of the Main Roster, the Alternate becomes a Starter, and the Main Roster player who was removed is no longer a Starter.

ROSTER SUBMISSIONS

The Main Roster is presumed to be the Starters. Requests to modify Starters for a team will only be allowed in the event a member of the Main Roster is unable to compete. All substitutions, regardless of circumstances, must be approved by Administration. Acceptable reasons for substitutions may include (but are not limited to):

- A player on the Main Roster falls ill and is unable to play in the tournament at any point in time.
- A player on the Main Roster is unable to travel to the event (that player may be subject to penalties).
- A player on the Main Roster experiences extenuating circumstances reviewed and deemed acceptable by Administration.
- Other situations that Administration deems necessary to allow a roster change to be made.

Requests to modify Starters must be submitted to Administration as soon as any of the above situations are identified, otherwise that Team risks forfeiture of their next game or match, or disqualification from the tournament.

Administration in its sole discretion reserves the right to update Alternate requirements at any time.

TEAM NAMES AND PLAYER NAMES

For all competition types, Qualified Teams and Players must use the same Team name and Player names from the qualifying round for all phases of that tournament. Name changes are not allowed except under certain extenuating circumstances but must be approved by Administration prior to use in an official game. Unapproved name changes between phases of a tournament are subject to penalties.

Team names and Player names affiliated with sponsoring and/or partnering organizations may require additional review and approval by Administration. See **Section 16** for information on Broadcast Requirements.

Administration may instruct teams and players to change their names at any time.

SINGLE TEAM EXCLUSIVITY

Any player is only allowed to join one (1) team in their Regional Zone as a Starter or Alternate at any time. Any player on any Qualified Team is not allowed to provide support (including, but not limited to financial support and/or sponsorship) to any other Team.

ROSTER LOCKING

Administration may enforce roster locking for specific Tournaments. While roster locking is enforced, changes to a team's roster are not permitted without explicit approval from Administration.

Administration will make reasonable efforts to announce roster locking ahead of a tournament registration period.

ALTERNATES

Teams may be permitted to include up to one backup Player ("Alternate", or "Alt") on their roster. An Alternate's role is to backfill a Roster position that is vacated due to an unforeseen event that prevents a player from competing in an advanced stage of a tournament. Only eligible players can be selected to be an Alternate.

- Alternates may not participate with another Team for the online tournament that they are registered as an Alternate.
- Teams must add the Alternate during the corresponding Qualifiers registration period. Teams who do not register an Alternate will not be allowed to use one.
- Alternates can only be activated to a Team's Active Roster (5 starting players participating in the tournament) for advanced stages of a tournament (e.g., Monthly Finals, Aeos Cup, Regional Finals). Alternates cannot be activated during the initial stages of a tournament (e.g., Monthly Qualifier, Aeos Cup, Regional Championships).
- To activate an Alternate to the Active Roster, Team Captains must submit the request to Administration
 in writing in advance of the tournament. Administration, in its sole discretion, determines to permit or
 not permit the request.

- The Alternate's existing Championship Points will not be counted towards the Team's aggregate Championship Point Total for seeding purposes.
- Championship Points and prizes will only be awarded to the Active Roster that participated in the last, placement determining Match. Alternates who are not activated to the Active Roster will not earn any Championship Points or prizing, even if their Team earns awards.
- A Player who is replaced by an Alternate is not permitted to rejoin the Active Roster and is not awarded any Championship Points or prizing that the Team earns.

Administration reserves the right to disqualify a Qualified Team if their roster does not meet these requirements.

ONLINE TOURNAMENTS ROSTER REQUIREMENTS:

Teams will have the option to select one Alternate for online tournaments.

IN-PERSON TOURNAMENT ROSTER REQUIREMENTS:

Teams will be required to select an Alternate for certain tournaments, including all In-Person Tournaments. Other tournaments requiring Alternates will be announced ahead of registration for that tournament.

All Qualified Teams must select an eligible Alternate as part of their Intent to Participate by the designated date provided by Administration. Failure to do so risks forfeiture of a Qualified Team's eligibility to compete.

The five players from the qualifying round of an In-Person Event are the "Main Roster". If any of the Active Roster is not present on-site when required during the event, the team may be subject to penalties. Failure to select an Alternate or have the Alternate present on-site may result in a team's forfeiture of a match or disqualification.

Teams are not permitted to add any additional players or other team members to their roster after the Active Roster lock, except as expressly permitted by Administration.

ALTERNATE APPEARANCE FEE: Alternate may be eligible to earn an Appearance Fee based on their team's placement in the event. See **Section 23** for more information on Appearance Fees.

ALTERNATE TRAVEL ARRANGEMENTS: All approved Alternates on teams where the Main Roster has earned Travel Award will also earn a Travel Award. Teams that did not receive a travel award are responsible for their own travel arrangements, including Alts.

WCS ROSTER REQUIREMENTS:

Teams that earn an invitation qualifying for WCS are required to maintain the same Main Roster from the tournament and/or event at which qualification was earned unless teams receive explicit permission from Administration. This includes the conclusion of the final Championship Point-earning tournament before WCS.

A Team's WCS Alternate is defined as a player invited to join a team's Active Roster for 2024 WCS. A Team's selected Alt must meet the following requirements:

- The player participated in a Pokémon UNITE Championship Series tournament in 2024.
- The player continues to meet the Eligibility Requirements specified in the Official Rules.
- The player resides in the same region as the team looking to select them as a Alt.
- The player is able to travel and enter the United States for the 2024 WCS.
- The player is able to comply with the COVID-19 protocols as outlined on the pokemon.com website.
- The player receives a nomination from at least four out of five members of the Main Roster.
- The player is not already selected to the Alt of another team.
- The player receives approval from Administration upon review of the selection and the qualifications of that player.

16. BROADCAST EXPECTATIONS AND REQUIREMENTS: Administration reserves the right to broadcast any Match of the Program. Players cannot refuse broadcasts authorized by Administration. Administration reserves the right to reschedule any Match of the Program to accommodate a specific broadcast time. Players cannot refuse this reschedule. Refusing to allow Administration to broadcast or reschedule any Match may result in penalties, as set forth in more detail in **Section 19** below.

Administration may require additional, reasonable actions from Players to help facilitate and execute the broadcast of tournament matches (each a "Broadcast Match"). Players are expected to cooperate with and comply with Administration. These expectations may include, but are not limited to:

- Being online and ready to play up to 30 minutes before the start of the scheduled Match;
- Inviting spectators/observers or other designated accounts into the game lobby;
- Utilizing an Administration-designated communications server for Team communications or other coordination;
- Participation in Technical Rehearsals; Participation in Dress Rehearsals; Participating in pre-/post-game interviews;
- Staging and starting matches upon designated instruction or timing as indicated by Administration; and,
- Any other reasonable instructions given by the Administration.

PLAYER APPAREL REQUIREMENTS

All players, including Alts, must wear a sleeved shirt (black, gray, white undershirts are allowed), pants, and closed-toe shoes during the entirety of any broadcasted competition or appearance, including In-Person Events. For events where attire is provided by Administration, players are required to wear the provided attire unless player-provided attire has been approved by Administration.

Any attire featuring any name, likeness, or logo of a company other than officially licensed Pokémon merchandise is prohibited unless pre-approved first by Administration.

Administration will have final approval over all apparel and reserves the right to ban objectionable or offensive apparel, in its sole discretion.

For In-Person Events, all players must abide by Administration's current COVID-19 Protocols which may require that appropriate face masks be worn. Hats are not allowed.

SUBMISSION REQUIREMENTS: Administration may require players to submit photographs and/or record and submit audio/video to Administration (each a "**Submission**"). Administration may, in its sole discretion, compile players' Submissions and broadcast or otherwise publicly display Submissions as part of Administration's coverage and publicity of the Tournament for a potential broadcast of general Tournament coverage by Administration. Administration may also prohibit players from live-streaming their matches and may require players to keep their match results confidential until publicly broadcast by Administration. All Submissions:

- MUST NOT contain material which is (or promote activities which are) in Administration's sole discretion, hateful, slanderous, libelous, tortious, sexually explicit, obscene, pornographic, inappropriate, violent, self-mutilating (e.g., relating to murder, the sales of weapons, cruelty, abuse, etc.), discriminatory (based on race, color, religion, gender, national origin, age, disability, sexual orientation, gender identity, or any other class or characteristic), illegal (e.g., underage drinking, substance abuse, computer hacking, etc.), offensive, threatening, profane, or harassing; or contain material that is threatening to any person, place, business, group or world peace; or contain words or symbols that are widely considered offensive to individuals of a certain race, ethnicity, religion, sexual orientation, gender identity or expression, or socioeconomic group; or contain images, words or text portraying nudity, acts of violence, or acts that are or appear to be unlawful or dangerous or in violation of, or contrary to the laws or regulations in any jurisdiction where the Submission is created;
- MUST NOT contain material that violates or infringes another's rights, including but not limited to material that violates privacy, publicity, or intellectual property rights, or that constitutes copyright

- infringement. Without limiting the foregoing, Submissions must not include third-party trademarks, logos, insignia, location signage, photographs, artwork, or sculptures, except those of Administration.
- MUST NOT include mention or performance of any copyrighted media production including but not limited to books, articles, photographs, artwork, music, etc., or identifying descriptions of any media property other than those of Administration. Submissions must not include commercial music.

IN THE EVENT THAT ANY PLAYER IS SUSPECTED OF VIOLATING ANY OF THE ABOVE BROADCAST SUBMISSION REQUIREMENTS, ADMINISTRATION MAY, IN ITS SOLE DISCRETION, DISQUALIFY SUCH PLAYERS AT ANY TIME DURING THE TOURNAMENT AND/OR REQUIRE THE RETURN OF ANY PRIZE WON.

18. TOURNAMENT RULES: Players are required to always comply with all applicable laws. Players must also abide by the highest standards of personal integrity and good sportsmanship and act in a manner consistent with these Official Rules and the best interests of Administration. Players must behave in a professional and sportsmanlike manner in their interactions with other players and Administration and avoid behavior that detracts from the Tournament gameplay in any way.

Players may not use obscene or offensive gestures or profanity in their Account name, username, in-game name, screen names, email address, Tournament chats/communications, filmed match play, or other public-facing communications of any kind. Administration has sole discretion to determine if content is obscene or offensive. This rule applies to English and all other languages and includes abbreviations and/or obscure references.

Players are expected to settle their differences in a respectful manner and without resorting to violence, threats, or intimidation (physical or non-physical). Violence is never permitted at any time or place, or against any person including other players, fans, Staff and other officials or Administration representatives.

Sportsmanship: Participants of the Program will be held to a high standard of behavior, communication, and action that apply to in-game communications, Discord, Start.gg, any other official communication platform used for the Program, and all social media platforms. Participants are expected to represent the Program in a professional and courteous manner and are strictly prohibited from engaging in communication or actions that could be considered vulgar, toxic, antagonistic, inflammatory, distracting, threatening or generally misrepresent the Administration in relation to the Program at any time.

Tournament Software: Any intentional use, or attempted use, by a player of any bugs or exploits in any Tournament-related software including without limitation, the Pokémon UNITE video game, the Start.gg bracket platform and the Discord chat platform, is strictly prohibited and could result in disqualification of the player by the Administration.

No Player may make any unauthorized use of the Tournament-related software, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretenses.

No Player shall try to systematically retrieve any nonpublic data or other nonpublic content provided by participants to create or compile, directly or indirectly, a collection, compilation, database, or directory.

Cheating and Tournament Integrity: Players must compete to the best of their skill and ability at all times. Any form of cheating by a player will not be tolerated and could result in disqualification. Players are prohibited from influencing or manipulating any Tournament match and / or tricking, defrauding or misleading other Players, or attempt to impersonate another player or use the username of another Player.

Bribery: No player or team may accept any gift or reward to a player, Administrator, TPCi staff member, or person connected with another team for services promised, rendered, or to be rendered in defeating or attempting to defeat a competing team.

Gifts: No player may accept any gift, reward, or compensation for services promised, rendered, or to be rendered in connection with competitive play of the game, including services related to defeating or attempting to defeat a competing team or services designed to throw or fix a match or game. The sole exception to this rule shall be in the case of performance-based compensation paid to players by a team's official sponsor or owner.

Match-Fixing: No player may offer, agree, conspire, or attempt to influence the outcome of a game or match by any means that are prohibited by law or these rules.

No Harassment: Administration is committed to providing a competitive environment that is free of harassment and discrimination. In furtherance of this commitment, players are prohibited from engaging in any form of harassment or discrimination (either in-Tournament or outside the Tournament), including without limitation that which is based on race, color, religion, gender, national origin, age, disability, sexual orientation, gender identity, or any other class or characteristic.

Non-Disparagement: Players have the right to express their opinions in a professional and sportsmanlike manner; provided, however, that players may not make public statements that call into question the integrity or competence of other players, Administration, or their respective agents, affiliates, subsidiaries, representatives, or service providers. Players may not at any time make, post, publish or communicate to any person or entity or in any public forum any false, defamatory, libelous, or slanderous remarks, comments or statements concerning Administration, or any of their respective agents, affiliates, subsidiaries, representatives or service providers, other players, the Tournament, or any other product or service of Administration or its agents, affiliates, subsidiaries, or representatives. In addition, players may not encourage members of the public to engage in activities that are prohibited by this section. This section does not, in any way, restrict or impede a player from complying with any applicable law or a valid order of a court of competent jurisdiction or an authorized government agency, provided that such compliance does not exceed that required by the law or order.

Betting and Gambling: Any form of betting or gambling on any tournament within the Program is prohibited. Players are also prohibited from offering inside information, influence, or in any way participate in betting or gambling through direct or indirect participation.

Confidentiality: The Administration may at times share sensitive or confidential information with Participants. The sharing or distribution of confidential information or material given to Participants by the Administration, either intentionally or unintentionally, is strictly prohibited. Confidential information may include but is not limited to information or material not yet released to the general public, a reasonable person knows or reasonably should understand to be confidential, or information or material designated as confidential by the Administration.

Illegal and/or Detrimental Conduct: A player may not engage in any activity or practice which (i) brings them into public disrepute, scandal or ridicule, or shocks or offends a portion or group of the public, or derogates from their public image, or (ii) is, or could reasonably be expected to be, detrimental to the image or reputation of, or result in public criticism of or reflect badly on, Administration, or any of their respective agents, affiliates, subsidiaries, representatives or service providers, other players, the Tournament or any other product or service of Administration or its agents, affiliates, subsidiaries, or representatives. For the avoidance of doubt, player affiliation with individuals, entities or brands that are detrimental to the image or reputation of Administration, or their respective agents, affiliates, subsidiaries, representatives or service providers, other players, the Tournament or any other product or service of Administration or its agents, affiliates, subsidiaries or representatives, as determined by Administration in its sole discretion, will be deemed as a violation of this provision and these Official Rules. A non-exhaustive list of such types of misconduct are as follows:

- Actual or threatened violence toward a person, including domestic violence, partner violence, dating violence and child abuse;
- Sexual assault and other types of sexual offenses;
- Conduct that poses a danger to the safety of another person;
- Animal cruelty;
- Theft and other property crimes; and

Crimes involving dishonesty.

Each player acknowledges that Administration may have an obligation under applicable law to report illegal activities to local law enforcement authorities or respond to formal inquiries from law enforcement or judicial authorities in jurisdictions where suspected violations of law have taken place.

IN THE EVENT THAT ANY PLAYER IS SUSPECTED OF VIOLATING ANY OF THE ABOVE TOURNAMENT RULES, ADMINISTRATION MAY, IN ITS SOLE DISCRETION, DISQUALIFY SUCH PLAYERS AT ANY TIME DURING THE TOURNAMENT AND/OR REQUIRE THE RETURN OF ANY PRIZE WON.

19. PENALTIES: the Administration reserves the right to consider or enforce penalties on a case-by-case basis. The Administration will consider the totality of the infraction, including the severity, circumstances, history, consequences/impact, or other relevant factor of the infraction to make a decision or enforce a penalty in the best interest of the integrity of the Program.

The Administration reserves the right to enforce any of the following penalties against Participants and / or Teams found to be in violation of these Official Rules:

- Forfeiture of Game;
- Forfeiture of Match;
- Removal of Player or Team from Tournament (Disqualification);
- Forfeiture of prizing;
- Forfeiture of Championship Points;
- Partial or full removal of Championship Points; and,
- A ban from participation in the Program.
- 20. INTELLECTUAL PROPERTY LICENSE AND ASSIGNMENT: By submitting a Submission, you agree that such Submission, including all rights embodied therein, are deemed to be non-confidential and non-proprietary and Administration shall have no obligation of any kind with respect to such Submission. Administration shall be free to edit, exploit, modify, publish, reproduce, use, disclose, disseminate and distribute the Submission to others without limitation in any and all media now known or not currently known, throughout the world in perpetuity for any purpose without compensation, permission or notification to you or any third-party. You hereby grant to Administration and its legal representatives, successors and assigns, an irrevocable and worldwide license to use in perpetuity the Submission in any form or format and to modify the same, and acknowledge and agree that if Administration does use the Submission, you shall not be entitled to any credit, consideration, notice or payments of any kind. You waive any moral rights, to the fullest extent permitted by law, you may have to the Submission, and agree that if Administration elects to use the Submission for any purpose, all rights under copyright or other intellectual property rights which may result from that relating to your Submission or from use of the same by Administration shall be the sole property of Administration. You further agree that if Administration elects to use your Submission, you (or your parent/legal guardian if you are a minor) will execute any documents requested by Administration regarding this assignment. IF ANY USE BY ADMINISTRATION OF THE SUBMISSION CAUSES IT TO BE LIABLE TO ANY THIRD-PARTY, YOU AGREE TO INDEMNIFY ADMINISTRATION AND ITS AGENTS, EMPLOYEES, AFFILIATES, SUBSIDIARIES, REPRESENTATIVES AND ALL RELATED PARTIES FROM AND AGAINST ANY AND ALL DAMAGES, COSTS, JUDGMENTS AND EXPENSES (INCLUDING REASONABLE ATTORNEY FEES) WHICH IT INCURS AS A RESULT OF ITS USE OF THE SUBMISSION.
- **21. PUBLICITY RELEASE:** Except where prohibited by law, by **clicking 'agree' to this Official Rules** and participating in the Tournament, you grant to Administration, and their respective agents, affiliates, subsidiaries, representatives or service providers (which grant will be confirmed in writing on Administration's request), the right and permission to print, publish, broadcast, and use, worldwide in any media now known or hereafter developed, including but not limited to the World Wide Web, at any time or times, your name, Account username, portrait, picture, avatar, voice, likeness, social media handle(s), opinions and biographical information (including but not limited to hometown and state/country) for advertising, trade, and promotional purposes without additional consideration, compensation, permission, or notification.

22. LIMIT: ONE (1) ENTRY PER PERSON (REGARDLESS OF THE NUMBER OF EMAIL ADDRESSES OR REGISTERED MEMBER ACCOUNTS), or PER EMAIL ADDRESS (REGARDLESS OF WHETHER MORE THAN ONE PERSON USES THE SAME EMAIL ADDRESS). Only entries received online in accordance with these Official Rules will be accepted. No other forms of entry - fax, mail, email, phone or other - will be accepted. Entry materials/data that have been tampered with or altered are void.

23. PRIZES/WINNER SELECTION/APPROXIMATE RETAIL VALUE:

In-Game Digital Rewards for the Tournament: Participating Players may earn in-game digital rewards for their participation or placement throughout the Program. Digital Rewards have no real-world value and cannot be redeemed for cash.

CHAMPIONSHIP POINTS: Each player will earn Championship Points based on their Team's final placement at the end of each Tournament as follows:

Aeos Cup (Online Qualifier and Play-Ins), March and April Cup & Finals (Per Region)				
Placement (Finals)	Championship Points		Placement (Cup)	Championship Points
1	300		9 - 12	70
2	240		13 - 16	54
3	192		17 - 24	38
4	154		25 - 32	30
5 - 6	123		33 - 48*	24
7 - 8	98		49 - 64*	19
			65 - 96*	15
			97 - 128*	12

^{*} Championship Point awards not applicable to OC Regional Zone

	Aeos Cup (EUIC) & Regional Championships (Per Region)			
Placement	Championship Points		Placement	Championship Points
1	500		9 - 12	131
2	400		13 - 16	100
3	320		17 - 24	62
4	256		25 - 32	50
5 - 6	205		33 - 48*	40
7 - 8	164		49 - 64*	31
			65 - 96*	25
			97 - 128*	20

<u>Monetary Prizes</u>: Eligible winners will be awarded a cash value as indicated by the chart below. All prizes are paid in US dollars. Prize money is only allocated to the top teams in the Aeos Cup, Regional Finals and World Championship. Prizes will be paid to individuals on the Team as indicated in the Individual Allocation column. The prize breakdown is as follows:

	Aeos Cup – Play-Ins, March Finals, and April Finals (Per Region)		
Rank	Total Allocation	Individual Allocation	
1	\$1,500	\$300	
2	\$1,000	\$200	
3	\$625	\$125	
4	\$375	\$75	
Total	\$3,500	-	

	Aeos Cup		
Rank	Total Allocation	Individual Allocation	
1	\$30,000.00	\$6,000.00	
2	\$20,000.00	\$4,000.00	
3	\$15,000.00	\$3000.00	
4	\$10,000.00	\$2000.00	
5	\$7,500.00	\$1500.00	
5	\$7,500.00	\$1500.00	
7	\$5,000.00	\$1000.00	
7	\$5,000.00	\$1000.00	
Total	\$100,000.00	-	

Regional Finals (Per Region)			
Rank	Total Allocation	Individual Allocation	
1	\$20,000.00	\$4,000.00	
2	\$10,000.00	\$2,000.00	

3	\$8,000.00	\$1,600.00
4	\$4,000.00	\$800.00
5	\$2,500.00	\$500.00
5	\$2,500.00	\$500.00
7	\$1,500.00	\$300.00
7	\$1,500.00	\$300.00
Total	\$50,000.00	-

	World Championship		
Rank	Total Allocation	Individual Allocation	
1	\$100,000.00	\$20,000.00	
2	\$75,000.00	\$15,000.00	
3	\$65,000.00	\$13,000.00	
4	\$60,000.00	\$12,000.00	
5	\$45,000.00	\$9,000.00	
5	\$45,000.00	\$9,000.00	
7	\$25,000.00	\$5,000.00	
7	\$25,000.00	\$5,000.00	
9	\$10,000.00	\$2,000.00	
9	\$10,000.00	\$2,000.00	
9	\$10,000.00	\$2,000.00	
9	\$10,000.00	\$2,000.00	
13	\$5,000.00	\$1,000.00	
13	\$5,000.00	\$1,000.00	
13	\$5,000.00	\$1,000.00	
13	\$5,000.00	\$1,000.00	
Total	\$500,000.00		

The total of all prizes to be awarded is not to exceed One Million Seven Hundred Fifty Thousand U.S. dollars (\$1,750,000.00 USD).

Travel Awards: Players on the teams that qualify for a spot at the World Championship via Regional Championship Finals (see **Section 10** for details) will receive a Travel Award to attend the event (varies by region, to be announced). Other tournaments where Travel Awards are awarded will be announced at a later date but will not exceed 150 Travel Awards in total. The approximate retail value ("ARV") of each Travel Award is not to exceed five thousand U.S. dollars (\$5,000.00 USD).

Players who are eligible for a travel award will receive a pre-tax amount based on criteria outlined on the Pokemon.com Travel Award information page here: https://www.pokemon.com/us/pokemon-news/changes-to-play-pokemon-travel-awards/. Any player eligible to receive a travel award who does not confirm their intent to participate as described in **Section 5** may forfeit the travel award at the discretion of Administration.

ALTERNATE APPEARANCE FEE FOR IN-PERSON EVENTS:

<u>Alternates</u> attending an In-Person event (<u>EXCLUDING Open Bracket tournaments</u>) may be eligible to receive an appearance fee or prize money paid by TPCi under the following circumstances:

- If an Alternate attends an In-Person event and never becomes a Starter, the Alternate will receive an appearance fee based on the event:
 - 2024 European International Championship: Seventy Five U.S. dollars (\$75.00).
 - o 2024 North American International Championship: One Hundred Fifty U.S. dollars (\$150.00).
 - o 2024 Pokémon World Championships: Five Hundred U.S. dollars (\$500.00).
- If an Alternate attends an In-Person event, becomes a Starter, and plays at least one game during the In-Person event but does not play in all games their team was scheduled for, the Alternate will receive an appearance fee based on the event:
 - 2024 European International Championship: One Hundred Fifty U.S. dollars (\$150.00).
 - o 2024 North American International Championship: Three Hundred U.S. dollars (\$300.00).
 - o 2024 Pokémon World Championships: One Thousand U.S. dollars (\$1000.00).
 - o In this scenario, every member of the Active Roster will have played at least one game.
 - o In this scenario, the Main Roster player who is no longer a Starter will receive the full individual allocation of prize money based on the Team's placement.
- If an Alternate attends an In-Person event, becomes a Starter, and plays all games their team was scheduled for, the Alternate will receive the full individual allocation of prize money based on the Team's placement.
 - The Main Roster player who was removed will be ineligible to receive the individual allocation of prize money.
 - Neither the Main Roster player who was removed from the roster (formerly a Starter) nor the Alternate will be eligible to receive an appearance fee.

<u>PRIZE RESTRICTIONS</u>: Any and all applicable federal, state, and local taxes and all fees and expenses related to acceptance and use of prize not specifically stated herein are the responsibility solely of the winner. Prize cannot be substituted, assigned or transferred; however, Administration reserves the right to make equivalent prize substitutions at its sole discretion with one of comparable or greater value. Administration will not replace any lost or stolen prizes or components of a prize. Prize cannot be used in conjunction with any other promotion or offer. Only the prizes stated in these Official Rules are available to be won in the Tournament.

Except where legally prohibited, each potential winner will be required to complete and return (and have their parent/legal guardian complete if potential winner is a minor their place of residence), within ten (10) days of the date notification is sent, an Affidavit of Eligibility, Liability & Publicity Release (the "Affidavit") in order to claim their prize. If after the first attempt to contact the potential winner, the potential winner (and if applicable, their parent/legal guardian) fails to sign and return the Affidavit within the required time period, or in the event that a potential winner is disqualified for any reason, the potential winner will be deemed to have forfeited the prize, and Administration in its sole discretion, will determine the disposition of the prize (e.g., may choose to donate the prize to another entity, at its sole discretion).

24. ENTRY ERRORS/NO RETURN OF ENTRIES: Administration is not responsible for lost, late, incomplete, damaged, stolen, invalid, unintelligible or misdirected registrations, which shall not be considered entry into the Tournament. In the event of such unavailability or interruptions to service or equipment used in connection with the Tournament, Administration will operate the Tournament in accordance with Section 9 of these Official Rules, but in each instance where applicable determinations are made at the sole discretion of Administration.

Once submitted, submissions and registrations become the sole property of Administration, except to the extent prohibited by law, and will not be acknowledged or returned, except to the extent required by law. Potential winners may be required to show proof of identification. Administration may require that the potential winner provide proof that he/she is the authorized account holder of the e-mail address and/or password associated with the winning entry.

25. POTENTIAL WINNERS: ALL POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY ADMINISTRATION, WHOSE DECISIONS ARE FINAL. ADMINISTRATION SHALL SOLELY DETERMINE ANY FORM OF VERIFICATION OR VALIDATION REQUIRED. A PLAYER IS NOT A WINNER OF ANY PRIZE UNLESS AND UNTIL PLAYER'S ELIGIBILITY HAS BEEN VERIFIED, PLAYER, OR IF APPLICABLE PLAYER'S PARENT/LEGAL GUARDIAN HAS EXECUTED AN AFFIDAVIT, AND PLAYER HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE.

Potential winners will be notified via email (or overnight mail) sent within fifteen (15) business days following the end of the applicable Tournament to the address provided on the registration form.

A potential winner will be disqualified if (i) they do not comply with these Official Rules (or is otherwise determined to be ineligible), (ii) they do not execute an Affidavit and otherwise respond to the prize notice within ten (10) days of its transmission (or receipt, if mailed), or if the emailed prize notice, after three (3) attempts, is returned as undeliverable, or (iii) the prize is undeliverable for any reason. If Administration notifies or seeks to deliver a prize to or otherwise attempts to contact a potential winner, and such potential winner is subsequently disqualified, then Administration shall use its reasonable business judgment to determine, in its sole discretion, the disposition of the prize (e.g., may choose to donate the prize to another entity, at its sole discretion).

Winning a prize is contingent upon fulfilling all requirements set forth herein. Winners are solely responsible for any and all expenses, (e.g., travel, lodging, and applicable entry fees), relative to participation in the Tournament (including acceptance of any prize) not specified herein.

26. ADDITIONAL CONDITIONS: Participation constitutes entrant's full and unconditional agreement to these Official Rules and to Administration's decisions, whose decisions are final and binding in all matters related to the Tournament.

Administration reserves the right to conduct a background check of any and all records of any potential winner/travel companion, including without limitation, civil and criminal court records and police reports, and potential winners and their travel companions agree to submit to such background checks. To the extent necessary under law, winner/travel companion shall authorize this background check. Administration may also take all steps necessary to corroborate any information provided to Administration by winner/travel companion in his/her interview. In that regard, winner/travel companion will be obligated to provide necessary contacts and information so that Administration may conduct such investigation. Administration reserves the right (at its sole discretion) to disqualify a winner/travel companion based on the background check and select an alternate.

CAUTION: ANY PERSON WHO ATTEMPTS DELIBERATELY TO UNDERMINE THE LEGITIMATE OPERATION OF THIS TOURNAMENT OR TO ALTER OR DAMAGE A WEBSITE MAY BE SUBJECT TO PENALTIES AND FINES; AND ADMINISTRATION RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

27. RELEASE AND INDEMNITY: To the maximum extent permitted by applicable law, by participating in this Tournament and/or receiving a prize, you agree to release and to indemnify, defend (at Administration's option) and hold harmless Administration, and each of their respective related companies, and all of their respective officers, directors, equityholders, employees and agents (collectively, the "**Released Parties**") from any and all

liabilities, penalties, judgments, costs (including reasonable attorney's fees), losses, expenses, settlements, and claims ("Claims") arising out of (i) your breach of the Official Rules or violation of any law, (ii) your gross negligence or willful misconduct, (iii) your participation in the Tournament (or related activities) which directly or indirectly, and in whole or in part, causes any liability, injury, death, loss or damages to entrant or any person or entity, including without limitation damage to personal or real property, or (iv) your acceptance, possession or use/misuse of a prize. For the avoidance of doubt, nothing in these Rules shall exclude or limit liability for losses which may not be lawfully excluded or limited by applicable law, including liability for death or personal injury caused by the negligence of the Administration or its employees, agents or subcontractors. The Released Party seeking indemnification shall give reasonable notice of a Claim to you, provided that any failure to notify shall not relieve you from any liability or obligation to indemnify. You may defend and settle the Claim with counsel of your choice, provided that you keep the Released Party reasonably informed of all material developments related to the Claim and provide the Released Party and its advisors, at your sole expense, with copies of all documents and other information relevant to the material developments, and the Released Party may participate in the defense and settlement with counsel of its own choice at its own expense. If you choose not to defend or settle the Claim, the Released Party may defend or settle with counsel of its own choice and may pay, compromise, or settle such Claim and seek indemnification for any Claim from you, including costs of collection. You may not compromise or settle an indemnified Claim without the Released Party's prior written consent, which shall not be unreasonably withheld, conditioned, or delayed.

28. LIMITATIONS OF LIABILITY: TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE RELEASED PARTIES WILL HAVE NO LIABILITY WHATSOEVER FOR, AND SHALL BE HELD HARMLESS BY YOU AGAINST, (A) ANY LIABILITY FOR ANY INCORRECT OR INACCURATE INFORMATION, WHETHER CAUSED BY PLAYERS ERRORS OR BY ANY EQUIPMENT, HARDWARE, SOFTWARE OR PROGRAMMING ASSOCIATED WITH THE TOURNAMENT or by any other reason, (b) INJURIES, LOSSES OR DAMAGES OF ANY KIND TO you or any other 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 A PRIZE, REGISTRATION OR PARTICIPATION IN THIS TOURNAMENT OR IN ANY TOURNAMENT RELATED ACTIVITY, OR ANY CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION OR INVASION OF PRIVACY, OR MERCHANDISE DELIVERY. THE RELEASED PARTIES ARE NOT RESPONSIBLE IF THE TOURNAMENT CANNOT OPERATE AS PLANNED, OR IF ANY PRIZE CANNOT BE AWARDED, DUE TO CANCELLATIONS, DELAYS, OR INTERRUPTIONS, including those cancellations, delays, or interruptions cause by ACTS OF GOD, ACTS OF WAR, NATURAL DISASTERS, THREATENED OR ACTUAL PUBLIC HEALTH CRISES (INCLUDING WITHOUT LIMITATION EPIDEMICS AND PANDEMICS, AND ANY SHUTDOWNS OR STAY-AT-HOME ORDERS RELATED THERETO), WEATHER, OR TERRORISM. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE RELEASED PARTIES ARE NOT RESPONSIBLE FOR ANY UNAVAILABILITY OF OR INTERRUPTIONS TO ANY SERVICE OR EQUIPMENT USED IN CONNECTION WITH THE TOURNAMENT, INCLUDING WITHOUT LIMITATION (1) INTERRUPTIONS TO ANY NETWORK, SERVER, INTERNET, WEBSITE, TELEPHONE, SATELLITE, COMPUTER OR OTHER CONNECTIONS (2) FAILURES OF ANY TELEPHONE, SATELLITE, HARDWARE, SOFTWARE OR OTHER EQUIPMENT, (3) GARBLED, MISDIRECTED OR JUMBLED TRANSMISSIONS, OR TRAFFIC CONGESTION, OR (4) OTHER ERRORS OF ANY KIND, WHETHER HUMAN, TECHNICAL, MECHANICAL OR ELECTRONIC, OR (5) THE INCORRECT OR INACCURATE CAPTURE OF ENTRY OR OTHER INFORMATION OR THE FAILURE TO CAPTURE ANY SUCH INFORMATION. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, BY PARTICIPATING IN THIS TOURNAMENT, YOU AGREE 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 you or any other PERSONS, INCLUDING DEATH, OR TO PROPERTY ARISING OUT OF ACCESS TO AND USE OF ANY WEBSITE OR SOFTWARE PLATFORM ASSOCIATED WITH THIS TOURNAMENT OR THE DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM SUCH WEBSITE OR SOFTWARE PLATFORM. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU FURTHER AGREE THAT YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY CLAIMS ARISING UNDER OR IN CONNECTION WITH THESE OFFICIAL RULES OR THE TOURNAMENT SHALL BE LIMITED TO YOUR REMEDIES AT LAW FOR MONETARY DAMAGES, THE AMOUNT OF WHICH SHALL NOT EXCEED ONE HUNDRED DOLLARS (\$100). IN NO EVENT WILL YOU BE ENTITLED TO ENJOIN OR RESTRAIN ANY RELEASED PARTIES FROM OPERATING THE TOURNAMENT, THE PROGRAM, OR THE Pokémon UNITE GAME, OR FROM EXERCISING ANY RIGHTS OR LICENSES GRANTED TO THE RELEASED PARTIES HEREIN. FOR THE AVOIDANCE OF DOUBT, NOTHING IN THESE RULES SHALL EXCLUDE OR LIMIT LIABILITY FOR LOSSES WHICH MAY NOT BE LAWFULLY EXCLUDED OR LIMITED BY APPLICABLE LAW, INCLUDING LIABILITY FOR DEATH OR

PERSONAL INJURY CAUSED BY THE NEGLIGENCE OF THE ADMINISTRATION OR ITS EMPLOYEES, AGENTS OR SUBCONTRACTORS.

WITHOUT LIMITING THE FOREGOING, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVERYTHING REGARDING THIS TOURNAMENT, INCLUDING ANY WEBSITE OR SOFTWARE PLATFORM ASSOCIATED WITH THIS TOURNAMENT AND ALL PRIZES, ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSIONS OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSIONS OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY. CHECK LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

- **29. DISPUTES/CHOICE OF LAW:** These Official Rules are governed by and construed in accordance with the laws of the State of Washington, excluding its conflict of law provisions, as applied to agreements executed by Washington residents and performed solely within the State of Washington, and you submit to personal jurisdiction in Washington. You irrevocably agree that the state and federal courts located in the State of Washington, U.S.A. will have exclusive jurisdiction over any dispute which may arise out of or in connection with these Official Rules in respect of any claim brought against us by you and will have non-exclusive jurisdiction over any claim brought against you by us. You agree to accept service of process by mail in the state or country in which your domicile is located as specified by you to us. THE PARTIES HEREBY WAIVE TRIAL BY JURY.
- **30. PRIVACY:** Personally identifiable information that is submitted by players as part of this Tournament will be used to administer the Tournament, select prize winners and fulfill prizes, and will be treated in accordance with TPCi's privacy policy accessible on its website at https://www.pokemon.com/us/privacy-notice/, Discord's online privacy policy as posted on its website at https://discord.com/privacy, Esports Engine's privacy policy at https://assets.esportsengine.co/docs/privacy.pdf and Start.gg's online privacy policy as posted on its website at https://www.start.gg/about/privacy.
- **31. WINNERS LISTS:** To view the winners' list for the Tournament, please visit Pokemon.com. The winners' list will be available after winner validation has been completed.
- **32. COPYRIGHT:** © 2021 Pokémon. © 1995 2021 Nintendo/Creatures Inc./GAME FREAK inc. ©2021 Tencent. TM, ® Nintendo.
- 33. REGIONAL ZONES (SUBJECT TO CHANGE):

Asia Pacific - East:

Hong Kong, Macau, Philippines, Taiwan

Asia Pacific – West:

Indonesia, Malaysia, Singapore, Thailand

Brazil:

Brazil

Europe:

Austria, Czech Republic, Denmark, Finland, France, Germany, Guernsey, Isle of Man, Ireland, Italy, Jersey, Luxembourg, Malta, Norway, Poland, Portugal, Spain, Sweden, Switzerland, United Kingdom

India

Japan

Korea:

South Korea

Latin America – North:

Colombia, Dominican Republic, Ecuador, El Salvador, Guatemala, Mexico, Nicaragua

Latin America – South:

Argentina, Bolivia, Chile, Paraguay, Peru, Uruguay

North America:

Canada, United States of America (including Puerto Rico)

Oceania:

Australia, New Zealand