

## **Pokémon Illustration Promo Cards Code Giveaway Official Rules**

**NO PURCHASE NECESSARY TO OBTAIN THE PROMO CARDS CODE. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR ABILITY OF OBTAINING A CARD CODE. A PURCHASE IS REQUIRED IN ORDER TO REDEEM THE CODE FOR PROMO CARDS, AS SET OUT BELOW. PLEASE READ THESE TERMS CAREFULLY. THESE TERMS AFFECT YOUR LEGAL RIGHTS INCLUDING BY LIMITING POKEMON'S LIABILITY AND REQUIRING RESOLVING DISPUTES ON A NON-CLASS BASIS.**

**1. Eligibility:** Pokémon Illustration Promo Cards Code Giveaway (the "Program") is open only to legal residents of the fifty (50) United States (including the District of Columbia, Puerto Rico, Guam, Army/Air Post Office ("APO"), and Fleet Post Office ("FPO")), Canada (excluding Quebec), and United Kingdom, who are at least eighteen (18) years old at the time of entry. Employees of The Pokémon Company International, Merkle Inc., and their parent and affiliate companies as well as the immediate family (spouse, parents, siblings, and children) and household members of each such employee are not eligible. The Program is subject to all applicable federal, state, provincial, municipal, territorial, and local laws, and regulations. It is void in Quebec and where prohibited by law. Participation constitutes entrant's full and unconditional agreement to these Official Rules. Sponsor's and Administrator's decisions are final and binding in all matters related to the Program. Obtaining a code is contingent upon fulfilling all requirements set forth herein and whilst code stocks last, subject to availability.

**2. Sponsor:** The Pokémon Company International, 10400 NE 4th St Bellevue, WA 98004, U.S.A.  
**Administrator:** Merkle Inc., 3000 Town Center, Suite 2100, Southfield, MI 48075 U.S.A.

**3. Timing:** The Program begins on December 19, 2022 at 12:00 p.m. United States Eastern Time ("ET") and ends on January 12, 2023 at 11:59 p.m. ET (the "Program Period"). Administrator's computer is the official time-keeping device for the Program.

**4. How to obtain a code:** During the Program Period, visit <https://pokemon-illustrationgiveaway.promo.eprize.com/> (the "Website") and follow the links and instructions to complete and submit the registration form, including a valid home address and a valid email address from one of the eligible email domains listed in Appendix A.

**Limit:** Each participant may only register for a code once during the Program Period. Any attempt by any entrant to obtain more than one (1) code by using multiple/different addresses, identities, registrations and logins, or any other methods will void that entrant's offer and that entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. In the event of a dispute as to any registration, the authorized account holder of the email address used to register will be deemed to be the entrant. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Each potential code recipient may be required to show proof of being the authorized account holder.

**4.5. Product Returns:** A fee of \$8 USD or \$8 CAD will be applied to US/CA returns related to orders that originally contained the Pokémon Illustration Contest promo cards. This fee will be applied regardless of whether the promo cards are included in the return.

**5. Verification of Registrants:** Administrator is an independent organization whose decisions as to the administration and operation of the Program and distribution of codes are final and binding in all matters related to the Program.

Eligible registrants will be notified by email. Receiving a code is contingent upon compliance with these Official Rules. If a registrant cannot be contacted, fails to provide any requested information within the required time period (if applicable), or the code is returned as undeliverable, the registrant forfeits the code. Receiving a code is contingent upon compliance with these Official Rules. Unclaimed codes will not be awarded. Codes will be supplied approximately 8-16 weeks after the conclusion of the Program.

**6. Offers:** A one-time use code that can be redeemed for a set of three Pokémon TCG promo cards (“Promo Cards”) with an eligible purchase of at least \$30 (exclusive of VAT) (US/Canada) at <https://pokemoncenter.com> or at least £30 (inclusive of VAT) (UK) at <https://www.pokemoncenter.com/en-gb>. Codes will be distributed to eligible entrants within 16 weeks of entry. Some entrants may receive their codes before or after other entrants. This is intentional and designed to give our shipping partners ample time to fulfill each request. Each code is for one-time use only and will expire at 11:59 p.m. Eastern Time Zone on September 30, 2023. Preorder and digital purchases are not eligible for offer. The minimum purchase required does not include tax and shipping. For redemption instructions, please visit [PokemonCenter.com/redeem](https://PokemonCenter.com/redeem). Terms of Use on the site apply.

For All Offers: Offers are non-transferable, and no substitution will be made except as provided herein at the Sponsor’s sole discretion. Sponsor reserves the right to substitute the offer for one of equal or greater value if the designated offer should become unavailable for any reason. Entrants are responsible for all taxes and fees associated with offer receipt and/or use. Limit: of one (1) code per person.

**7. Release:** By receipt of any offer, entrants agree to release and hold harmless Sponsor, Administrator, and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and offer suppliers, and each of their respective parent companies and each such company’s officers, directors, employees and agents (collectively, the “Released Parties”) from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Program or receipt or use or misuse of any offer.

**8. Publicity:** Except where prohibited, participation in the Program constitutes each entrant’s consent to Sponsor’s and its agents’ use of entrant’s name, likeness, photograph, voice, opinions and/or hometown and state or province for promotional purposes in any media, worldwide, without further payment or consideration.

**9. General Conditions:** Sponsor reserves the right to cancel, suspend and/or modify the Program, if any fraud, technical failures, human error, or any other factor impairs the integrity or proper functioning of the Program, or any event or cause beyond Sponsor’s control (e.g. events such as natural calamities, national emergencies, wide spread illnesses, declarations of war, acts of God, acts of terrorism, cyber-attacks) interferes with any aspect of the Program, including but not limited to fulfillment of the offer(s), as determined by Sponsor in its sole discretion. In such event, Sponsor, in its sole discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance and may modify the offers offered herein. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Program or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Program may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor’s failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

**10. Limitations of Liability:** The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Program; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Program; (4) technical or human error which may occur in the administration of the Program or the processing of entries; (5) late, lost, undeliverable, damaged or stolen mail; (6) recipients not receiving email(s) sent by Sponsor or Administrator; or (7) any injury or damage to persons or property which may be caused, directly or indirectly,

in whole or in part, from entrant's participation in the Program or receipt or use or misuse of any offer. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Program, if it is possible. No more than the stated number of offers will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than the stated number of offers as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of offers by a random drawing among all legitimate, un-awarded, eligible offer claims.

**11. Disputes:** Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Program or any offer awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Eastern District of Michigan (Southern Division) or the appropriate Michigan State Court located in Oakland County, Michigan U.S.A.; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Program, but in no event attorneys' fees; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Program, shall be governed by, and construed in accordance with, the laws of the State of Michigan, U.S.A. without giving effect to any choice of law or conflict of law rules (whether of the State of Michigan or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Michigan.

**12. Entrant's Personal Information:** Entrant's personal data will be processed by Sponsor and Administrator for the purposes of administration of the Program. Information collected from entrants is subject to the Sponsor's Privacy Policy <https://www.pokemon.com/us/privacy-notice>. Entrant's personal data necessary for the administration of the Program will be collected and processed by Sponsor and Administrator for the purposes of administration of the Program, contacting entrants and fulfilling the promotion. Entrants have the right to access, correct, rectify, object, restrict or have their personal data deleted as the right is termed under the laws of some jurisdictions at any time. They have the right to request restriction of processing concerning their personal data as well as the right to data portability. Entrants may object to the processing of their personal data in accordance with applicable law. Entrants have the right to lodge a complaint with a supervisory authority. Entrant's personal data will be stored by Sponsor and Administrator on servers located within the United States in accordance with any applicable data protection laws and regulations. Transfer of personal data to the United States are subject to adequate safeguards as set forth in the relevant privacy policy identified above.

**13. Program Emails:** By participating in the Program, you agree to receive emails related to the Program including, but not limited to, a registration confirmation email.

**14. Instagram:** The Program is in no way sponsored, endorsed or administered by, or associated with Instagram. You are providing your information to the Promoter and not to Instagram, and Instagram is not responsible for any element of this Promotion.

## Appendix A: Eligible Email Domains

@aol.co.uk  
@aol.com  
@btinternet.com  
@comcast.net  
@gmail.com  
@googlemail.com  
@hotmail.co.uk  
@hotmail.com  
@icloud.com  
@live.co.uk  
@live.com  
@mac.com  
@me.com  
@msn.com  
@outlook.com  
@sky.com  
@yahoo.co.uk  
@yahoo.com  
@ymail.com  
@virginmedia.com