

OFFICIAL RULES

BANDAI NAMCO ENTERTAINMENT AMERICA INC. “WHY I’M A VIP” E3 TRIP CONTEST

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. CONTEST IS ONLY OPEN TO RESIDENTS OF THE 49 UNITED STATES AND THE DISTRICT OF COLUMBIA (EXCLUDING RESIDENTS OF TENNESSEE, AND U.S. OVERSEAS AND FOREIGN TERRITORIES AND MILITARY INSTALLATIONS) WHO ARE 21 YEARS OF AGE OR OLDER AT THE TIME OF ENTRY AND MEET ALL OTHER ELIGIBILITY CRITERIA (SEE SECTION 3, BELOW). VOID WHERE PROHIBITED.

1. **CONTEST:** The BANDAI NAMCO ENTERTAINMENT AMERICA INC. “WHY I’M A VIP” E3 TRIP CONTEST (the “*Contest*”) is sponsored by BANDAI NAMCO Entertainment America Inc. (the “*Sponsor*” or “*BNEA*”) and administered by Marden-Kane, Inc. (the “*Administrator*”) and subject to these Official Rules (the “*Rules*”). Winners of the Contest will be selected, as described in Section 6, by Jason Varden, Ryan Grissom, and Administrator (each a “*Judge*”, and collectively, the “*Judges*”). The “*Contest Group*” is composed of: (a) the Judges; (b) Sponsor; (c) Administrator; and (d) the Sponsor and the Administrator’s affiliates and related companies, including without limitation their parent, sister and subsidiary companies, retailers, franchisees, advertising and promotion agencies, suppliers of material and services related to the Contest, and any other corporation, partnership, sole proprietorship or other legal entity directly involved in the Contest and their respective officers, directors, employees, agents, and other representatives.
2. **CONTEST PERIOD:** The Contest begins March 25, 2019 on or about 12:00:01 AM PT and ends May 20, 2019, on or about 11:59:59 PM PT (“*Contest Period*”). All dates and times in these Rules refer to PT. Sponsor’s clock is the official time keeper.
3. **ELIGIBILITY:** This Contest is only open to individuals who, from the time of Entry, until all Prizes have been awarded: (a) are 21 years of age or older; (b) are legal residents of one of the forty-nine (49) United States and the District of Columbia (excluding residents of Tennessee, and U.S. overseas and foreign territories and military installations); (c) possess a valid form of state or federal government-issued identification; (d) are not subject to applicable sanctions prohibitions, including, without limitation, any person listed on the U.S. Department of Treasury Office of Foreign Assets Control’s Specially Designated Nationals and Blocked Persons List; (e) are not officers, directors, employees, agents or representatives of Contest Group, each of its respective parents, affiliated or related companies, agencies, suppliers of the materials or services related to this Contest, or members of any immediate families (defined as parents, siblings, children and spouses, regardless of where they live) or households (whether or not related) of such officers, directors, employees, agents, or representatives; and (f) are and remain in compliance with these Rules (collectively, the “*Eligibility Criteria*”). If an individual who does not meet the Eligibility Criteria is selected as a Winner, such Entry will be void and deemed ineligible. All applicable federal, state, and local laws and regulations apply. Void where prohibited, restricted, or where conducting the Contest would subject Contest Group to any tax, duty, tariff, or other fee mandated by local law.
4. **HOW TO ENTER:** An individual that meets the Eligibility Criteria (each, an “*Eligible Entrant*”) may enter the Contest, during the Contest Period, by completing the following steps (collectively, an “*Entry*”):
 - a. signing up for the BNEA newsletter at www.bandainamcoent.com and submitting all required information;
 - b. submitting a response to the following call to action “I AM A BANDAI NAMCO VIP BECAUSE” in 250 characters or less; and
 - c. accepting and agreeing to comply with the terms and conditions at www.bandainamcoent.com, these Rules, and any other applicable laws, regulations, terms, conditions, or policies.
5. **ENTRY CONDITIONS:**
 - a. **ENTRY SUBMISSION:** Each Eligible Entrant may submit only one (1) Entry during the Contest Period. Any attempt to exceed the maximum number of Entries per Eligible Entrant is a violation of these Rules and may result in disqualification from the Contest. Each Entry must include all required information, completely, accurately, and legibly. By submitting an Entry, the Entrant confirms he or she meets the Eligibility Criteria and has read, understands, and agrees to abide by these Rules and all other applicable terms and conditions described or referenced herein. Use of automated devices to submit Entries is strictly prohibited. Entries submitted using any bot, script, macro, or other automated service are void and will not be accepted. Any Internet access required to submit an Entry must be obtained by each Eligible Entrant, at no cost to the Contest Group. All submitted Entries become the sole property of Sponsor and will not be acknowledged upon receipt or returned.
 - b. **ENTRY VERIFICATION:** All Entries are subject to verification and only timely Entries, submitted by Eligible Entrants, in strict compliance with Section 4 and Subsection 5.a, above, will be accepted (each, a “*Valid Entry*”). Contest Group reserves the right to disqualify all other Entries and will not accept or verify any incomplete, corrupted, garbled, or misdirected, or untimely Entries, or Entries that Contest Group reasonably suspects were forged, altered, contain false information, or otherwise do not comply with these Rules. Each Valid Entry received and verified by Contest Group will be entered into the Contest for one (1) chance to be selected to win a Prize, as described in Section 6, below.
 - c. **ENTRY DEADLINE:** All Entries must be submitted by the end date and time for the Contest Period set forth above. Entries submitted after the Contest Period are void and will not be accepted.

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6. SELECTING WINNERS & AWARDING PRIZES:

- a. WINNER SELECTION: On or about May 25, 2019 (the "**Judging Date**") the Judges will score each Valid Entry out of one hundred (100) possible points based on the following criteria ("**Judging Criteria**"):
- i. **Originality/Creativity/Passion for Video Games:** How well did you explain why you are a BANDAI NAMCO VIP and deserve to go to E3 in 250 characters or less. (**maximum of 80 points**); and
 - ii. **Uniqueness/Expression:** Does your entry catch our attention in a creative or unique way? (**maximum of 20 points**).

Based on the foregoing criteria, the Judges will then select the first, second, third, and fourth highest-ranking Valid Entries (each, a "**Winning Entry**"), the fifth highest-ranking Valid Entry (the "**First Runner Up Entry**"), and the sixth highest-ranking Valid Entry (the "**Second Runner Up Entry**"). In the event of a tie, all tied Valid Entries will be re-scored by an additional judge selected by Sponsor, who, using the Judging Criteria, will break the tie. The Judges' decisions are final and binding in all matters relating to this Contest. Sponsor reserves the right to select fewer than four (4) Winning Entries if, in its sole discretion, it does not receive a sufficient number of Valid Entries. Except for the Winner's List, a list of any Entry under these Rules will not be made available to the general public. Each Winner award and receipt of any Prize is, at all times, subject to strict compliance with and fulfillment of all conditions set forth in these Rules, including without limitation as set forth in Sections 3, 7, and 8.

- b. AWARDING PRIZES: One (1) Prize, as described in Section 8, will be awarded to each Eligible Entrant that submitted each Winning Entry; provided that: (a) in the event one Eligible Entrant that submitted a Winning Entry forfeits his or her Prize, pursuant to Section 7, such Prize will instead be awarded to the Eligible Entrant that submitted the First Runner Up Entry; (b) in the event each Eligible Entrant that submitted each Winning Entry forfeits his or her Prize, one (1) Prize will be awarded to the Eligible Entrant that submitted the First Runner Up Entry and one (1) Prize will be awarded to the Eligible Entrant that submitted the Second Runner Up Entry. Each Eligible Entrant that is awarded a Prize, as described in this Subsection will be deemed a "**Winner**," subject to verification of such Eligible Entrant's compliance with these Rules.

7. WINNER NOTIFICATION, ELIGIBILITY, AND PRIZE FORFEITURE:

- a. WINNER NOTIFICATION: Once each Winner is selected, the Contest Group will attempt to notify each Winner a maximum of two (2) times, through the email address provided by such Winner in his or her selected Entry, as follows:
- i. A first attempt to notify each Winner will occur within approximately forty-eight (48) hours of selection.
 - ii. If a Winner does not respond within three (3) calendar days of a first attempted notification, the Contest Group or its designee will make a second and final attempt to notify such Winner.
- b. WINNER ELIGIBILITY: In order to receive a Prize identified in the above-referenced notification, each Winner must:
- i. Within twenty-four (24) hours of such notification, respond to the Contest Group by providing his or her first name, last name, and email address;
 - ii. Execute, scan and email to the Contest Group a written affidavit or declaration of eligibility, confirming such Winner's fulfillment of the Eligibility Criteria and compliance with the Rules (the "**Affidavit**"), within twenty-four (24) hours of the Contest Group sending such Winner such Affidavit;
 - iii. Execute, scan and email to the Contest Group a written release, releasing the Contest Group from any liability in connection with this Contest, the acceptance, possession, enjoyment, use or misuse of a Prize, or the public disclosure of such Winner's identity in connection therewith (the "**General Release**") within twenty-four (24) hours of the Contest Group sending such Winner such General Release;
 - iv. Complete and return a travel release form, releasing the Contest Group from any liability in connection with the Prize, or any harm or injury caused or incurred in connection therewith (the "**Travel Release**"); and
 - v. All tax documentation required by the law of such Winner's jurisdiction ("**Tax Documentation**").
- c. PRIZE FORFEITURE: A Winner's Prize may be forfeited if: (i) any attempted notification of such Winner, as described above, is returned as "undeliverable;"; (ii) Winner fails to respond to Contest Group within twenty-four (24) hours of the attempted notification described in Subsection 7.a, above; (iii) Winner fails to provide proof of fulfillment of the Eligibility Criteria (if requested) in a timely manner; (iv) Winner fails to provide a completed Affidavit General Release, Travel Release, or Tax Documentation as described in Subsection 7.b, above; (v) Winner violates or otherwise fails to comply with the Rules; or (f) Winner expressly declines a Prize. In the event a Winner's Prize is forfeited, the Contest Group shall have no further obligation to that Winner and, at Contest Group's sole discretion, such Prize may be awarded to another Eligible Entrant, as described in Subsection 6.b (time-permitting).

8. PRIZES: Subject to the conditions set forth herein, Winners will be awarded the following prizes (each, a "**Prize**" and collectively, the "**Prizes**"):

- a. A 3-day / 3-night trip for Winner to travel to Los Angeles, California to attend the Electronic Entertainment Expo® 2019, otherwise known as E3® (collectively, "**E3 2019**"), hosted by the Entertainment Software Association™ ("**ESA**") at the Los Angeles Convention Center, consisting of:
- i. Round-trip coach air transportation for Winner, between a major commercial airport near such Winner's legal residence (as selected by Sponsor) and Los Angeles International Airport ("**LAX**");

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- ii. Winner hotel accommodations for three (3) nights (Jun. 10 – 13, 2019) (one standard room);
 - iii. Ground transportation for Winner, from LAX to hotel accommodations (on Jun. 10, 2019) and from hotel accommodations to LAX (on Jun. 14, 2019); and
 - iv. One (1) E3 2019 Industry Pass for three (3) days (Jun. 10 – 13, 2019).
 - b. **PRIZE CONDITIONS:** The average retail value ("ARV") of all Prizes is estimated at approximately US\$5,000.00. The ARV is subject to change based on current market conditions at time of Prize fulfillment, and the time of travel and the distance between departure and destination.
 - i. **PRIZE BOOKING:** The Prize trip dates are scheduled for Jun. 10th to Jun. 14, 2019, (the "*Trip Dates*") and air transportation and hotel accommodations must be booked prior to June 1, 2019. Sponsor will determine the airlines and hotel accommodation in its sole discretion. The Contest Group shall not be liable for any damage to baggage or any cancellations, delays, diversions or substitutions or any acts or omissions whatsoever by the air carriers, hotels or other transportation companies or any other persons providing any of the services or accommodations necessitated by the Prizes. If Winner lives within 150 miles of Los Angeles, California, Sponsor may award ground transportation in lieu of air transportation and will not award any difference in value.
 - ii. **ADDITIONAL COSTS:** Except as expressly provided herein, all taxes, costs, and expenses incurred in connection with the Prizes shall be paid and borne solely by Winner, as applicable, including without limitation all applicable taxes, costs of transportation to and from the airport of origin, alcoholic beverages, gratuities, insurance, laundry service, merchandise, room service, service charges, activities, souvenirs, and phone and internet charges.
 - iii. **ADDITIONAL TERMS AND CONDITIONS:** The admission, conduct, and attendance of each Winner at E3 2019 is subject to all terms, conditions, and policies applicable to other E3 2019 attendees, including without limitation those available at: <https://www.e3expo.com/e3-attendee-policy>. Air transportation for each Winner is subject to all terms, conditions, policies, rules and regulations applicable to other commercial airline passengers on flights within the U.S. Hotel accommodations for each Winner are subject to all terms, conditions and policies applicable to all other guests at the hotel selected by Sponsor. Any violation by a Winner of the foregoing terms, conditions, policies, rules and regulations constitutes a violation by such Winner of these Rules.
9. **GENERAL CONDITIONS:** Proof of Entry submission does not constitute proof of receipt. Decisions of Contest Group will be final and binding on all matters pertaining to this Contest. This Contest is subject to all applicable federal, state, and local laws, of all applicable jurisdictions. Contest Group reserves the right to correct any typographical, printing, computer programming or operator errors. Should a Winner make any false statement(s) in any document referenced above, such Winner will be required to promptly return to Contest Group his or her prize. Contest Group reserves the right at its sole discretion to disqualify any Eligible Entrant who tampers or attempts to tamper with the Entry process, the operation of the Contest and/or Contest website, or violates the Rules or any other applicable terms or conditions. In the event of a dispute as to the identity of the individual who submitted any Entry, the authorized account holder (i.e., the natural person who is assigned to an email address by an Internet access provider, on-line service provider, or other organization (e.g., business, educational institution, etc.) responsible for assigning email addresses for the domain associated with the email address in a disputed Entry) of the email account referenced in such Entry will be deemed to be the individual who submitted such Entry. Prizes will be delivered only to Winners that fulfill all applicable conditions set forth in Section 7. Prizes must be accepted as awarded and may not be substituted, transferred, or redeemed for cash or otherwise. Notwithstanding the foregoing, the Contest Group reserves the right to substitute Prizes for a prize of equal or greater monetary value, in cash or otherwise, at its sole discretion, if a Prize, or any component of any Prize, cannot be awarded for any reason. Contest Group will not replace any lost or stolen Prizes. To the extent permitted by law, Contest Group makes no representations or warranties with respect to any Prize. The stated ARV of each Prize is based on available information provided to Contest Group and the value of the Prize awarded to each Winner may be reported for tax purposes as required by law. If a Prize is valued at US\$600 or more, the Winner of such Prize must provide a valid social security number for tax reporting purposes before such Prize will be awarded. Any Winner who receives from Contest Group Prizes valued at US\$600 or more in a calendar year will receive an IRS form 1099 after the end of the calendar year in which such Prizes were awarded, and a copy of such form will be filed with the Internal Revenue Service (IRS), or such other tax form as may be required by the laws of the jurisdiction in which such Winner resides. In addition to the tax liability disclosures in these Rules, each Winner shall abide by the laws, rules, and regulations of such Winner's legal residence, including without limitation as applicable to income reporting the payment of taxes and withholdings due.
10. **PRIVACY AND PERSONAL INFORMATION:** All personal information you provide when you enter the Contest, and that each Winner provides in accepting a Prize, will be collected, used, and disclosed by the Contest Group for the purposes of administering the Contest and Prize fulfillment. Aggregated and anonymized entrant information may be used by the Contest Group to communicate about the Contest to its retailers and distributors. By entering this Contest, you consent to such collection, use, and disclosure of your personal information. Except to the extent prohibited by applicable law, by accepting a Prize, each Winner agrees to Contest Group's use of his or her name, city and state of residence, picture, biographical information, statements, voice, and likeness in any advertising and publicity Contest Group may conduct relating to the Contest in any media or format, whether now known or hereafter developed, including but not limited to on the World Wide Web, at any time or times in perpetuity, without

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further compensation or notice. Except as otherwise set forth in these Rules, Sponsor’s privacy policy (available at <https://www.bandainamcoent.com/privacy>) will apply to this Contest and to information submitted or collected with each Entry. Please note that by accepting these Rules, you acknowledge and agree that you are also accepting the terms of the Sponsor’s Privacy Policy.

11. **LIMITATIONS OF LIABILITY AND RELEASES:** BY SUBMITTING AN ENTRY FOR THIS CONTEST, EACH ENTRANT AGREES THAT THE CONTEST GROUP AND ESA HAVE NO LIABILITY TO SUCH ENTRANT WHATSOEVER FOR, AND EACH ENTRANT HEREBY RELEASES AND AGREES TO INDEMNIFY, DEFEND, AND HOLD THE CONTEST GROUP AND ESA HARMLESS AGAINST ANY LIABILITY FOR ANY INJURIES, CLAIMS, LOSSES, DAMAGES, COSTS OR EXPENSES OF ANY KIND (INCLUDING WITHOUT LIMITATION DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES) TO PERSONS OR PROPERTY RESULTING FROM: (A) ENTRY OR PARTICIPATION IN THIS CONTEST, INCLUDING ACCESS TO AND USE OF THE CONTEST WEBSITES; (B) ANY CLAIMS BASED ON PERSONAL OR PRIVACY RIGHTS, DEFAMATION OR PRIZE DELIVERY; OR (C) THE ACCEPTANCE, POSSESSION, USE OR MISUSE OF ANY PRIZE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES AND, THEREFORE, SUCH EXCLUSIONS MAY NOT APPLY TO YOU. PLEASE SEE SECTION 13, BELOW. Without limiting the foregoing, but subject to Section 13, below, the Contest Group shall not be responsible for: (a) any incomplete or inaccurate information that is caused by Contest website users, or by any of the equipment or programming associated with or utilized in the Contest, or by any technical or human error which may occur in the processing of Entries in the Contest; (b) lost, interrupted, or unavailable network, server, service provider, on-line systems, telephone networks or telephone lines, or any other connections; (c) the theft, destruction, loss or unauthorized access to, or alteration of, Entries; (d) any problems with, or malfunctions or failures of, telephone networks or lines, computers or computer on-line systems, servers or providers, computer equipment, software, viruses or bugs; (e) garbled transmissions or miscommunications; (f) failure of any e-mail to be received by or from the Contest Group for any reason, including but not limited to traffic congestion on the Internet or at any website or combination thereof or technical incompatibility; (g) damage to a user’s computer equipment (software or hardware) occasioned by participation in, or downloading of materials related to this Contest; (h) printing, distribution, programming or production errors, and any other errors or malfunctions of any kind, whether human, mechanical, electronic or otherwise; or (i) technical, pictorial, typographical or editorial errors or omissions contained herein. IN NO EVENT WILL ANY WINNER BE ENTITLED TO ANY FEE, ROYALTY, OR OTHER COMPENSATION OF ANY KIND AS A RESULT OF THE CONTEST. BY ENTERING, EACH ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO COMPENSATION FROM CONTEST GROUP FOR ANY USE OF SUCH ENTRANT’S ENTRY IN ACCORDANCE WITH THESE RULES. WARNING: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE ASSOCIATED WITH THIS CONTEST OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS IN VIOLATION OF CRIMINAL AND CIVIL LAWS, AND THE CONTEST GROUP RESERVES THE RIGHT TO PROSECUTE AND SEEK DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW.
12. **VENUE SELECTION AND DISPUTE RESOLUTION:** Except as prohibited by applicable law, by entering this Contest, each individual Entrant and each member of the Contest Group agrees that: (a) any and all disputes, claims, and causes of action arising out of, relating to, or connected with these Rules or the administration of this Contest shall be resolved individually, without resort to any form of class action, and exclusively by the California State Superior Courts located in Santa Clara County, California or the United States Federal District Courts located in the Northern District of California; (b) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Contest; (c) each individual entrant and member of the Contest Group hereby expressly waives any right to seek attorneys’ fees in connection with any dispute, claim, or cause of action against the other; and (d) under no circumstances will an individual entrant or a member of the Contest Group be permitted to obtain awards for, and hereby waives all rights to seek, indirect, punitive, incidental and consequential damages, and any other damages, other than for actual out-of-pocket expenses. SOME JURISDICTIONS DO NOT ALLOW THE ABOVE RESTRICTIONS IN THE EVENT OF DISPUTE OR LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU – PLEASE SEE SECTION 13, BELOW.
13. **INTERPRETATION AND GOVERNING LAW:** All issues and questions concerning the construction, validity, interpretation and enforcement of these Rules, or the rights and obligations of each individual entrant and the Contest Group in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of California without giving effect to any choice of law or conflict of law rules (whether of the State of California or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of California. If any provision of these Rules is invalid or unenforceable under applicable law, rules or regulations of a particular jurisdiction, such provision will apply only to the extent permitted by such law, rule or regulation and all other provisions of these Rules shall be construed as if the invalid or unenforceable provision was not contained therein. The invalidity or unenforceability of any provision of these Rules shall not affect the validity or enforceability of any other provision. Contest Group’s failure to enforce any term of these Rules shall not constitute a waiver of such provision.

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14. **WINNER'S LIST:** To obtain a copy of these Rules or a Winners List (available approximately thirty (30) days after the end of the Contest Period), please send an email with subject line: "WHY I'M A VIP E3 TRIP CONTEST" to winnerslist@mardenkane.com. Requests received sixty (60) days after the end of the Contest Period will not be honored. **DO NOT SEND ANY ENTRIES OR OTHER CORRESPONDENCE TO THIS EMAIL ADDRESS.**
15. **SPONSOR and ADMINISTRATOR CONTACT INFORMATION:** Any questions, comments, or complaints regarding the Contest are to be directed to the Sponsor or Administrator at the address below:
 - a. **SPONSOR:** BANDAI NAMCO Entertainment America Inc., 2051 Mission College, Blvd. Santa Clara, CA 95054 USA; or at legal@bandainamcoent.com.
 - b. **ADMINISTRATOR:** Marden-Kane, Inc., 575 Underhill Boulevard, Suite 222, Syosset, New York 11791.
DO NOT SEND ENTRIES OR REQUESTS FOR OFFICIAL RULES OR WINNERS LISTS TO THIS ADDRESS (SEE SECTION 14, ABOVE).

This Contest is in no way sponsored, endorsed, administered, or associated with the ESA, or its affiliates and related companies, including without limitation its parent, sister and subsidiary companies, retailers, franchisees, advertising and promotion agencies, suppliers of material and services related to E3 2019, and any other corporation, partnership, sole proprietorship or other legal entity directly involved in E3 2019 and their respective officers, directors, employees, agents, and other representatives.

Individual Entrants are hereby authorized to copy these Rules on the condition that it will be for such individual's personal use only.

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