

OFFICIAL SWEEPSTAKES RULES
BANDAI NAMCO ENTERTAINMENT AMERICA INC.
VIP BOX SWEEPSTAKES

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. SWEEPSTAKES IS ONLY OPEN TO RESIDENTS OF THE 50 UNITED STATES AND THE DISTRICT OF COLUMBIA (EXCLUDING RESIDENTS OF U.S. OVERSEAS AND FOREIGN TERRITORIES AND MILITARY INSTALLATIONS) WHO ARE 21 YEARS OF AGE OR OLDER AT THE TIME OF ENTRY. VOID WHERE PROHIBITED.

1. **SWEEPSTAKES:** The BANDAI NAMCO ENTERTAINMENT AMERICA INC. VIP BOX SWEEPSTAKES (the “*Sweepstakes*”) is sponsored by BANDAI NAMCO Entertainment America Inc. (the “*Sponsor*” or “*BNEA*”) and administered by Marden-Kane, Inc. (the “*Administrator*”) and subject to these Rules (the “*Rules*”). For the purposes of the Sweepstakes, the “*Sweepstakes Group*” is composed of the Sponsor and the Administrator, together with their 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 Sweepstakes, and any other corporation, partnership, sole proprietorship or other legal entity directly involved in the Sweepstakes and their respective officers, directors, employees, agents, and other representatives.
2. **SWEEPSTAKES PERIOD:** The Sweepstakes begins April 25, 2019 on or about 12:00:01 AM PT and ends May 25, 2019, on or about 11:59:59 PM PT (“*Sweepstakes Period*”). All dates and times in these Rules refer to PT.
3. **ELIGIBILITY:** This Sweepstakes 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 fifty (50) United States and the District of Columbia (excluding residents of 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 Sweepstakes Group, each of its respective parents, affiliated or related companies, agencies, suppliers of the materials or services related to this Sweepstakes, 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, national, state, and local laws and regulations apply. Void where prohibited, restricted, or where conducting the Sweepstakes would subject Sweepstakes Group to a tax by local law.
4. **HOW TO ENTER: NO PURCHASE NECESSARY.** An individual meeting the Eligibility Criteria (each, an “*Eligible Entrant*”) is automatically entered into the Sweepstakes during the Sweepstakes Period by: (i) signing up for the BNEA newsletter at www.bandainamcoent.com and submitting all required information (email address, questionnaire if applicable etc.); and (ii) 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. **Maximum of one (1) Entry per Entrant during the duration of the Sweepstakes Period.**
5. **ENTRY CONDITIONS:**
 - a. **ENTRY SUBMISSION:** Each Entry must be submitted by the Eligible Entrant named therein and provide all required information, completely, accurately, and legibly. By submitting an Entry, each Eligible Entrant confirms that he or she meets the Eligibility Criteria and has read, understands, and agrees to abide by these Rules. Use of automated devices to submit Entries is strictly prohibited; Entries submitted using any robot, 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 entrant, at no cost to the Sweepstakes 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, that include all required information and otherwise comply with these Rules, will be accepted (each, a “*Valid Entry*”). Each Valid Entry will be entered into the Sweepstakes for one (1) chance to be selected to win a Prize, as described in Section 6, below. Entries that do not comply with these Rules will be disqualified without notice to entrant. Photocopied, mechanically-reproduced, forged, altered, incomplete, corrupted, garbled, misdirected, or otherwise illegible Entries, or Entries without contact information, are void and will not be accepted. The Sweepstakes Group reserves the right to disqualify any Entry containing, or reasonably suspected of containing false information.
 - c. **ENTRY DEADLINE:** All Online Entries must be submitted by the end date and time for the Sweepstakes Period set forth above.
 - d. **MAXIMUM NUMBER OF ENTRIES:** Each Eligible Entrant may only submit up to one (1) Entry per individual Eligible Entrant, during the Sweepstakes Period. Any attempt to exceed the maximum number of Entries per individual entrant is a violation of these Rules and may result in disqualification.

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6. **ENTRY DRAWING:** On or about May 29, 2019 (the “**Draw Date**”) in Syosset, New York, the Sweepstakes Group or its designee will conduct a random drawing, from all timely-received Valid Entries to select one (1) Eligible Entrant (“**Winner**”) for the Prizes set forth in Section 8. Odds of being selected as a Winner in this Sweepstakes will depend on the total number of Valid Entries timely received in accordance with Section 5, without any geographic-apportionment for Prize distribution. 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.
7. **WINNER NOTIFICATION, ELIGIBILITY, AND PRIZE FORFEITURE:**
- a. **WINNER NOTIFICATION:** The Sweepstakes Group or its designee 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 the Draw Date.
 - ii. If a Winner does not respond within three (3) calendar days of a first attempted notification, the Sweepstakes Group or its designee will make a second and final attempt to notify such Winner.
 - b. **WINNER ELIGIBILITY:** In order to receive any Prize identified in the above-referenced notification, each Winner must complete and return by the deadlines set forth therein:
 - i. A written affidavit or declaration of eligibility, confirming such Winner’s fulfillment of the Eligibility Criteria and compliance with the Rules (the “**Affidavit**”);
 - ii. A written release, releasing the Sweepstakes Group from any liability in connection with this Sweepstakes, the acceptance, possession, enjoyment, use or misuse of any Prize, or the public disclosure of such Winner’s identity in connection therewith (the “**General Release**”); and
 - iii. 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: (a) any attempted notification of such Winner, as described above, is returned as “undeliverable;” (b) Winner fails to respond to Sweepstakes Group or its designee within three (3) calendar days of the second attempted notification; (c) Winner fails to provide proof of fulfillment of the Eligibility Criteria (if requested) in a timely manner; (d) Winner fails to provide a completed Affidavit, General Release, or Tax Documentation in a timely manner; (e) 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, Sponsor shall have no further obligation to that Winner and, at Sponsor’s sole discretion, such Prize may be awarded to an alternate Winner (time-permitting).
8. **PRIZES:** Subject to the conditions set forth in Sections 7 and 8, Winners selected in the drawing will be awarded the following prizes (each, a “**Prize**” and collectively, the “**Prizes**”):

Prize	Prize Details	Average Retail Value (per Prize)
“ Prize Winner ” (15 Winners)	Variety of BNEA merchandise to be selected at Sponsors discretion	\$125.00

Total ARV of all Prizes: \$1,875

ARVs are accurate as of date of publication, but may be subject to change. Any difference between the ARV and the actual value of any Prize will not be paid to Winner.

9. **GENERAL CONDITIONS:** Proof of Entry submission does not constitute proof of receipt. Decisions of Sweepstakes Group will be final and binding on all matters pertaining to this Sweepstakes. This Sweepstakes is subject to all applicable federal, state, and local laws, of all applicable jurisdictions. Sponsor 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 Sponsor his or her Prize, or the cash value equivalent of the ARV for such Prize, as set forth in Section 8, above, at Sponsor’s election. Sponsor 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 Sweepstakes and/or Sweepstakes 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. The Sweepstakes is subject to all applicable federal, state, municipal and local laws and regulations. Except as expressly provided herein, all taxes, costs, and expenses incurred in connection with a Winner’s receipt, use, or enjoyment of any Prize shall be paid and borne solely by each such Winner. 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 Sweepstakes 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

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Prize, or any component of any Prize, cannot be awarded for any reason. Sponsor will not replace any lost or stolen Prizes. To the extent permitted by law, Sponsor makes no representations or warranties with respect to any Prize. Winners will be responsible for all taxes (federal, state, and local of all applicable jurisdictions) and all expenses not listed herein related to acceptance and use of any Prize. The stated ARV of each Prize is based on available information provided to Sponsor and the value of the Prize awarded to each Winner may be reported for tax purposes as required by law. Any Winner who receives from Sweepstakes 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:** Sponsor, Administrator and their designees will collect, use, and disclose the personal information you provide when you enter the Sweepstakes for the purposes of administering the Sweepstakes and Prize fulfillment and aggregated and anonymized entrant information may be used by the Sponsor to communicate about the Sweepstakes to its retailers and distributors. By entering this Sweepstakes, 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 Sponsor's use of his or her name, city and state of residence, picture, biographical information, statements, voice, and likeness in any advertising and publicity Sponsor may conduct relating to the Sweepstakes 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 further compensation or notice. Sponsor's privacy policy (available at <https://www.bandainamcoent.com/legal/privacy>) will apply to this Sweepstakes 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 SWEEPSTAKES, EACH ENTRANT AGREES THAT THE SWEEPSTAKES GROUP HAS NO LIABILITY TO SUCH ENTRANT WHATSOEVER FOR, AND EACH ENTRANT HEREBY RELEASES AND AGREES TO INDEMNIFY, DEFEND, AND HOLD THE SWEEPSTAKES GROUP 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 SWEEPSTAKES, INCLUDING ACCESS TO AND USE OF THE SWEEPSTAKES 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. THEREFORE SUCH EXCLUSIONS MAY NOT APPLY TO YOU, PLEASE SEE SECTION 13, BELOW. Without limiting the foregoing, but subject to SECTION 13, below, the Sweepstakes Group shall not be responsible for: (a) any incomplete or inaccurate information that is caused by Sweepstakes website users, or by any of the equipment or programming associated with or utilized in the Sweepstakes, or by any technical or human error which may occur in the processing of submissions in the Sweepstakes; (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 Sweepstakes judging organization or Sponsor 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 or downloading of materials related to this Sweepstakes; (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 SWEEPSTAKES. BY ENTERING, EACH ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO COMPENSATION FROM SWEEPSTAKES 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 SWEEPSTAKES OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS IN VIOLATION OF CRIMINAL AND CIVIL LAWS, AND THE SWEEPSTAKES 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 Sweepstakes, each individual entrant and each member of the Sweepstakes Group agrees that: (1) any and all disputes, claims, and causes of action arising out of, relating to, or connected with these Rules or the administration of this Sweepstakes 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; (2) any and all

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claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Sweepstakes; (3) each individual entrant and member of the Sweepstakes Group hereby expressly waives any right to seek attorneys' fees in connection with any dispute, claim, or cause of action against the other; and (4) under no circumstances will an individual entrant or a member of the Sweepstakes 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 Sweepstakes Group in connection with the Sweepstakes, 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. Sponsor's failure to enforce any term of these Rules shall not constitute a waiver of such provision.
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 Sweepstakes Period), please send an email with subject line: "BNEA Sweeps" to winnerslist@mardenkane.com. Requests received sixty (60) days after the end of the Sweepstakes 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 Sweepstakes 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 Blvd, Ste. 222, Syosset, NY 11791 USA. **DO NOT SEND ENTRIES OR REQUESTS FOR OFFICIAL RULES OR WINNERS LISTS TO EITHER OF THESE ADDRESSES.**

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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