

POKÉMON DAY OUT EVENT TERMS AND CONDITIONS

Welcome to Pokémon Day Out! We're thrilled to bring this exciting experience to fans in multiple locations around the world. Before you reserve your spot or join us at any Pokémon Day Out event (an “**Event**,”), please take a moment to review these Terms and Conditions.

By making a reservation for, or attending, any of the Events, you accept and agree to be bound by these Terms and Conditions. If you are under 18, a parent or legal guardian must accept and agree to these Terms and Conditions on your behalf. Admission to each Event is provided free of charge. You understand and agree that the Events would not be offered on this basis unless all visitors accept these Terms and Conditions, including the limitations of liability and other provisions set forth herein.

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE MAKING A RESERVATION OR ATTENDING AN EVENT. THESE TERMS AND CONDITIONS HAVE LEGAL CONSEQUENCES AND WILL AFFECT YOUR LEGAL RIGHTS AND ABILITY TO BRING FUTURE LEGAL ACTIONS.

1. Reservations for Events. The Pokémon Company International and/or its affiliates and partners (“**TPCi**”) will offer reservations for the Events through its designated ticketing and reservations provider, currently TicketSpice (the “**Provider**”). After you complete the online registration process, you will receive a reservation confirmation email. Your reservation may also be accessed through the Provider’s website or ticketing app.
2. Entry to an Event. To enter the Event, you must have your reservation confirmation available for scanning and verification at check-in. TPCi or the venue operator may provide a wristband or other method of entry validation during check-in, which must be worn or retained as instructed during the Event.
3. Reservation Release Dates. Reservations will be made available on a city-by-city basis approximately six (6) weeks before the designated opening date of the applicable Event. TPCi reserves the right, in its sole discretion and without notice, to modify reservation release dates and Event dates.
4. Eligibility. You must be 18 years old or older to make a reservation for an Event. If you are under 18, a parent or legal guardian must make a reservation on your behalf. Each Event is open to guests of all ages. All minors must be accompanied and supervised by a parent or legal guardian at all times. If you make a reservation for a minor, you accept and agree to these Terms and Conditions on the minor’s behalf and agree to supervise the minor’s activities at the Event.

5. How Reservations are Issued. The number of reservations is limited and will be made available on a first-come, first-served basis. All reservations are subject to venue capacity constraints and any controls or fraud-prevention procedures implemented by the Provider.
6. Reservations are Nontransferable; Don't Post Them Online. Reservations are non-transferable. You may not resell, trade, transfer, or give your reservation to anyone else. If you do, your reservation may be canceled. TPCi may refuse entry to an Event to anyone it believes is using a resold, unauthorized, fraudulent, or counterfeit reservation. TPCi strongly advises against posting photos or screenshots of your reservation on social media or elsewhere, as doing so may result in unauthorized use or theft. TPCi is not liable for any loss, theft, or misuse arising from your decision to share reservation images publicly.
7. Reentry. Please have your reservation ready to scan when you arrive. Once you leave an Event, reentry is not permitted.
8. Event Hours. Unless otherwise announced, Event hours are 10:00 a.m. to 7:00 p.m. local time. Entry time slots will be available every 30 minutes beginning at 10:00 a.m., with the final entry time slot at 6:00 p.m. TPCi reserves the right, in its sole discretion and without notice, to modify Event hours, entry cadence, or the availability of time slots.
9. Timed Reservations. Each reservation is valid for a single-entry time slot. Reservations cannot be changed to a different time slot. If you wish to attend an Event at a different time slot or on a different day, you must cancel your existing reservation and, if available, make a new reservation for a different time slot or date. Availability of replacement time slots is not guaranteed. TPCi may also limit the number of reservations held by any participant in order to promote fair access and manage capacity. If you do not arrive during your entry time slot, your reservation will be honored in TPCi's sole discretion.
10. No Charge for Reservations. Reservations for Events are free of charge for all those who have accepted and agreed to abide by these Terms and Conditions. No purchase is necessary in order to receive a reservation, attend an Event, or receive any complementary items provided at an Event.
11. Media Release. We may take photos and videos of you and members of your party while you are at an Event. You grant TPCi and its affiliates and licensees the right to use and display your name, image, and likeness (meaning your appearance, voice, and similar personal attributes) in any photos, videos, or other recordings taken of you during an Event ("**Likeness Materials**") for promotional, marketing, and other commercial or non-commercial purposes. You agree that TPCi may use and display your Likeness Materials on its websites, social media channels, and other Event-related media and materials. If you bring children to an Event, you confirm that you are their parent or legal guardian and consent to TPCi's use and display of their Likeness Materials on the terms set forth in this Section. You will not have the right to review or approve how the Likeness Materials are used, and you will not receive any payment for their use. You hereby release TPCi from any claims based on publicity, privacy, or similar rights arising from TPCi's lawful use of

your Likeness Materials. To learn more on how TPCi may process your personal information please refer to the Pokémon Day Out Event Privacy Notice.

12. Prohibited Items. For everyone's safety and enjoyment, TPCi or the venue operator may restrict certain items from being brought into or out of the Event space. Weapons and other dangerous items, including any item that could be used as a weapon, are prohibited at an Event. Electronic smoking devices, alcoholic beverages, illegal substances, and apparel, objects, or signs containing explicit wording or images are also prohibited. TPCi or the venue operator may restrict additional items in its sole discretion. You agree to comply with these restrictions while at an Event.
13. Bag Search; Your Personal Property. By attending an Event, you agree that venue staff may search your backpacks, purses, sling bags, and other accessories for prohibited items when requested, including upon entry to the Event and at other times as reasonably necessary for safety and security. TPCi reserves the right to refuse entry to, or remove any individual from, an Event if access to a bag is denied or if a bag contains prohibited items. Bags larger than 9" x 14" x 22" (23 cm x 36 cm x 56 cm) are not permitted. You are responsible for all property you bring to an Event. TPCi and the venue operator are not responsible for loss of or damage to your personal property.
14. Food and Beverages. Food and beverages may be available for purchase from vendors on site or nearby. Food and beverages are not included with your reservation. Because reentry is not permitted, guests should plan accordingly before leaving the Event area to purchase food or beverages.
15. Parking and Transportation. TPCi does not provide parking or transportation for an Event. Parking (if available) and transportation are your responsibility.
16. Event Cancellation. TPCi reserves the right to cancel or modify an Event for any reason, including public emergencies, weather events, or government orders. In those circumstances, TPCi will use reasonable efforts to provide notice via email to the address you provided during online registration. You agree to receive email notices from TPCi or its representatives for this purpose.
17. Giveaways. Any complimentary items offered at an Event, including samples, giveaways, or other promotional items, are available on a first-come, first-served basis while supplies last. TPCi may impose limits on the number of complementary items you may receive during your visit. We reserve the right to substitute any complementary item without notice. All complementary items are provided **AS IS and without warranty**. Misuse of any complimentary item, including attempts to circumvent distribution limits, may result in your removal from the Event. No purchase or payment of any kind is required to receive any complementary item offered at an Event.
18. Capacity Limitations. An Event may include zones, rooms, or activity areas with limited capacity. Access to specific areas or activities may be offered on a first-come, first-served

basis, may be time-limited, and may vary by time slot. TPCi reserves the right to change, modify, or remove any experience elements at any time before or during an Event without notice.

19. **Bad Weather; Coat Check.** In the event of rain or other inclement weather, umbrellas and weather-related items will be subject to the venue's access policies and security procedures. TPCi reserves the right to restrict or prohibit these items at an Event for safety or security reasons. TPCi will not provide coat check, lockers, or storage for personal items at an Event unless otherwise stated.
20. **Strollers Are Permitted.** Strollers are permitted at an Event. However, parts of an Event may take place on grass or uneven surfaces, which may make stroller navigation more difficult in some areas. TPCi reserves the right to restrict strollers in specific locations for safety or crowd-flow reasons.
21. **Pets and Animals.** Pets and other animals are not permitted at Event venues, except for service animals as required by applicable law.
22. **Conduct at an Event.** You agree to respect the shared space at an Event by keeping the grounds clean and being mindful of others' comfort. Because families and children may be present, we ask that you use appropriate language and help maintain a safe, inclusive, and welcoming environment. Unacceptable behavior at an Event includes harassment, intimidation, discrimination, threats, defamatory or abusive conduct, disruption of activities, intoxication, suspected drug use, possession of weapons of any kind, trespassing into restricted areas, unauthorized recording or photography of other attendees, theft or destruction of property, or any other behavior that TPCi or the venue operator determines is unsafe, disruptive, or inappropriate. You agree not to engage in any such behavior during an Event, while waiting for access to an Event, or in any adjacent areas connected to the Event premises. You are solely responsible for your own conduct and, where applicable, the conduct of any minor guests in your care. TPCi reserves the right to take any action it deems necessary to preserve the safety and security of an Event, including removing persons from the Event premises, contacting law enforcement, or pursuing any available legal remedies. TPCi may, in its sole discretion, also prohibit attendance at future events.
23. **Release of Claims.** **To the fullest extent permitted by law, you agree to release and hold harmless TPCi and its affiliates, licensors, licensees, partners, agents, officers, directors, and employees, as well as the Event's operators, vendors, sponsors, advertisers, and the owners and operators of the Event venue (collectively, the "Released Entities"), from any and all claims, causes of action, or liability for death, personal injury, property damage, or other loss arising out of or related to your attendance at or participation in an Event, whether caused by the negligence of any of the Released Entities or otherwise. You further agree not to sue any Released Entity for any claim, cause of action, or liability released under this Section.**

24. **Limitation of Liability.** To the fullest extent permitted by law, TPCi and the other Released Entities will not be liable for any indirect, incidental, special, or consequential damages. The total liability of TPCi and the other Released Entities to you for any claims or causes of action arising out of or related to an Event will not exceed US\$200. This limit applies in the aggregate and will not be increased by the number of claims or the number of times you have attended an Event.
25. **General Terms.** These Terms and Conditions are governed by the laws of the jurisdiction where the applicable Event occurs and are intended to be as broad and inclusive as permitted by those laws. For any action or proceeding arising out of or related to these Terms and Conditions or your participation in an Event, you expressly submit to the jurisdiction of the federal and state courts, or their local equivalent, in the jurisdiction where the applicable Event occurs, unless otherwise required by applicable law. No waiver of any provision of these Terms and Conditions will be effective unless it is in writing signed by TPCi, and any waiver will apply only to the specific situation for which it is given. If any provision of these Terms and Conditions is found to be invalid or unenforceable, that provision will be modified to the minimum extent necessary to make it enforceable, or if it cannot be so modified, it will be severed, and the remaining provisions will remain in effect. You may not assign or transfer these Terms and Conditions. TPCi may update or modify these Terms and Conditions at any time, and your continued participation in an Event following email notice of any such change constitutes your acceptance of the revised terms. These Terms and Conditions, together with any additional terms and conditions posted or displayed at the Event venue, are the entire agreement between you and TPCi regarding the Events and supersede any prior discussions or understandings.
