

GAME ORGANIZER RELEASE OF LIABILITY

Game Organizer Information

Name: _____ (hereinafter "Game Organizer")

Address: _____

Phone Number: _____

E-mail address: _____

Are you currently 18 years of age or older? _____

Have you ever been convicted of a felony, including sex-related or child abuse offenses? ____ If yes, please explain. _____

With respect to its performance as a Game Organizer in connection with Bandai America Incorporated's ("Bandai") collectible card games and related events, Game Organizer hereby agrees to the following terms and conditions:

1. Game Organizer is acting solely as a volunteer in its performance as a game organizer and that it will have no right to receive any compensation, profits or royalty from the sale of Bandai's products as a result of its performance hereunder; it is not an employee or independent contractor of Bandai and nothing herein contained shall be deemed to create an agency relationship between Game Organizer and Bandai. Game Organizer will not, without obtaining Bandai's prior written consent, use in advertising, publicity or other promotional endeavor any Bandai property, product, mark, the name of Bandai or any affiliate, the trademarks, or trade devices used by Bandai or its affiliates or represent, directly or indirectly, that any product or service provided by Game Organizer has been approved or endorsed by Bandai. In addition, it has no right to bind Bandai or otherwise create legal obligations on behalf of Bandai.
2. Game Organizer may, during the course of performance as a Game Organizer, have access to, and acquire knowledge from material, data, systems and other information of or with respect to Bandai or any of its affiliates which may not be accessible or known to the general public, including information concerning its or their business plans or opportunities, business strategies, finances, **personal member information**, or employees and third party proprietary or confidential information that Bandai or an affiliate treats as confidential ("**Confidential Information**"). Confidential Information shall not include any information that: (a) has entered or subsequently enters the public domain without Game Organizer's breach of any obligation under this agreement; (b) was known to Game Organizer prior to Bandai's or an affiliate's disclosure of such information to Game Organizer; (c) is obtained from a third party without violation of an obligation of nondisclosure and without restrictions on its disclosure; or (d) is independently developed by Game Organizer without reference to the Confidential Information with evidence to substantiate such independent development. Any knowledge acquired by Game Organizer from such Confidential Information or otherwise through its performance hereunder shall not be used by Game Organizer other than for the limited purpose of performing as a game organizer nor retained, used, published or divulged by Game Organizer in any manner without first having obtained the written permission of Bandai, which permission may be withheld by Bandai in its sole discretion. Nothing in this agreement shall be deemed or construed to grant Game Organizer a license to retain, use, sell, develop, exploit, copy, or further develop any Confidential Information acquired by Game Organizer through its performance hereunder. Upon completion of its performance as a game organizer, Game Organizer shall immediately return all Confidential Material and other Bandai materials to Bandai Collectible Games Department, Bandai America Incorporated, 5551 Katella Avenue, Cypress, CA 90630.
3. Game Organizer represents and warrants that a) the information provided is true and accurate; b) it has the full power, right and authority to participate as a game organizer and to enter into this agreement and that it will not violate any third party rights; c) it is not an employee, independent contractor, representative or agent for a competitor of Bandai or receiving any compensation from a competitor of Bandai; d) it shall not undermine, discredit, disparage or bring disrepute to Bandai and Bandai's products; e) it is responsible for complying with all applicable laws and will abide by any regulations and standards as instructed by Bandai from time to time in its performance as a game organizer; f) it will obtain all necessary clearances, licenses, permits, affidavits and releases in connection with its performance as a game organizer (ie. event location releases, participant releases, affidavit of eligibility, winner releases, etc.); and g) it will draft and prepare all official rules

and regulations with respect to any contests and fulfill all aspects of such contests based on the format and guidelines provided to me by Bandai.

4. Game Organizer hereby forever and irrevocably agrees that it will not have or make any claim against, sue, attach the property of or prosecute Bandai and its affiliates, and the officers, directors, agents, employees and successors and assigns of each, and forever and irrevocably waives and fully releases and discharges such parties in advance, from and against any and all actions, claims, liabilities, lawsuits, or demands resulting from or in any way connected with its participation as a Game Organizer, including without limitation, personal injury (including death), property damage or any other damage resulting from the gross, active or passive negligence or other acts, howsoever caused, by Bandai or any third party.
5. Game Organizer shall defend, indemnify and hold Bandai and its affiliates, and the officers, directors, agents, employees and successors and assigns of each, harmless from and against any and all claims, liabilities, demands, suits, judgments, injuries, damages, penalties, fees, losses, or expenses of any nature whatsoever (including attorneys' fees and legal costs) arising directly or indirectly from or out of: (i) its performance as a game organizer and the events (eg. Contests) held by Game Organizer; (ii) any negligent act, error, or omission of Game Organizer, its subcontractors, agents, invitees, employees, participants, and event locations; (iii) any occupational injury or illness sustained by Game Organizer, its subcontractors, agents, invitees, employees, participants and event locations in furtherance of Game Organizer's services hereunder; (iv) any failure of Game Organizer to perform in accordance with laws and the generally accepted professional standards; and (v) any breach of Game Organizer's representations, warranties, covenants, obligations, and agreements as set forth herein. The provisions of this section shall survive the expiration or early termination of this agreement.
6. Game Organizer hereby agrees that Bandai, its affiliates and their respective representatives and agents shall have, without further obligation to Game Organizer, the right to use Game Organizer's name, voice, likeness, photographs, statements and biographical information for purposes of advertising, promotions and trade in all forms of media worldwide in perpetuity without any compensation, right to review or right of notice to Game Organizer.
7. Bandai shall have the right to terminate Game Organizer's right to perform as a game organizer in its sole discretion upon tendering written notice to Game Organizer.
8. Any notice or other communication to Bandai shall be given in writing and delivered in person, mailed or delivered by recognized courier service, properly addressed and stamped with the required postage, to the intended recipient at its address specified below and shall be deemed effective upon receipt. In the event Game Organizer changes its address, it shall give Bandai written notice within five (5) days of such change.

To Bandai: Bandai America Incorporated
5551 Katella Avenue
Cypress, CA 90630
Attention: Renee Fonmin
9. Game Organizer hereby agrees to act professionally in a morally upstanding manner toward all tournament participants, volunteers and staff. The possession or use of alcoholic beverages and the illegal possession or use of illegal drugs and materials are strictly forbidden.
- 10.
11. This agreement shall be governed by, and construed in accordance with, the laws of the State of California without giving effect to any principles of conflicts of law.

Agreed and Accepted:

Signature: _____

Print Name: _____

Date: _____