

## Terms and Conditions of Event Participation (ePremier12 Global Online Qualifiers)

Konami Digital Entertainment Co., Ltd., a company duly incorporated under Japanese law, with its headquarters at 1-11-1 Ginza, Chuo-ku, Tokyo 104-0061 Japan (“**Konami**”, “**we**”, “**us**”, or “**our**”) participates in “**ePremier12**” held by the World Baseball Softball Confederation (the “**WBSC**”).

We appreciate your interest in “**ePremier12 Global Online Qualifiers**” (the “**Event**”), the Event held by Konami that determines the players who will enter playoffs (“**Playoffs**”) for the finals of ePremier 12 (the “**Finals**”).

Playoffs and the Finals are held by the WBSC. Playoffs and the Finals are hereinafter collectively referred to as the “**WBSC Events**”.

Before participating in the Event, you must thoroughly review these terms and conditions (“**Terms**”) and agree to comply with these Terms. If you do not agree to these Terms, you may not participate in the Event.

### 1. Overview.

ePremier 12 Global Online Qualifiers, the Event, is an online, in-game event for “WBSC eBASEBALL™: POWER PROS” (the “**Game**”) and determines the player of the Game who will enter Playoffs. Details of the Event are available at [<https://www.konami.com/pawa/wbse/en/event/epremier12>].

### 2. Requirements for Participation.

- (a) If you are a minor under the laws of your country of residence (“**Laws**”) at the time you agree to these Terms, you must obtain consent from your parent(s) or legal guardian(s) (the “**Legal Guardian**”), as required under the Laws. You affirm (i) that you have obtained consent from your Legal Guardian, or (ii) that your Legal Guardian acted on your behalf, to agree to these Terms.
- (b) You must own your own Game and be able to use it to participate in the Event. This requires you to agree to the “Terms of Use (WBSC eBASEBALL™: POWER PROS)” that applies to your use of the Game (“**Game Terms**”).
- (c) We will send notifications via the Game to those who are highly ranked in the Event and thus will enter Playoffs, provided, however, that you will be asked to confirm and agree to the requirements imposed by the WBSC separately from these Terms (the “**WBSC Requirements**”) if you qualify for the WBSC Events and choose to participate therein. You will not be able to advance to the WBSC Events if you disagree to the WBSC Requirements, which may include the following: (i) age requirements, (ii) the requirement that you must make an appearance at the venue of the Finals, which may locate outside of your country or territory of residence and may require your possession of a valid passport, and (iii) your grant to the WBSC your consent to photograph and record your portrait and voice in connection with the WBSC Events, and to use such photographed and recorded portrait and voice (including but not limited to, distributing video footages of the WBSC Events).
- (d) Konami may impose other requirements to the participants, including you, from to time to time at Konami’s sole discretion.

### 3. Rules of Conduct.

In addition to other terms and conditions of these Terms, your participation to the Event is conditioned upon your compliance with rules of conduct set forth in this section. If you fail to comply with such rules, or if we reasonably determine that you may result in such a failure, we may terminate your right to participate in the Event or disqualify you (“**Disqualify**”, “**Disqualified**”, or “**Disqualification**”). Unless

otherwise approved by Konami, any participant who is Disqualified will be banned from participating in any future event(s) held by or co-organized by Konami.

- (a) You agree that you shall not:
- (i) Provide us with any false information.
  - (ii) Publicly disclose any false information on the Event.
  - (iii) Defame, abuse, harass, stalk, threaten, or otherwise violate the legal rights of Konami or any third party, including without limitation intellectual property rights and rights of privacy or publicity.
  - (iv) Conduct any activities (A) for the purposes of achieving monetary gain of any kind in relation to the Event, or (B) that is against the law and/or public policy.
  - (v) Conduct any activities that is not in compliance with any terms, conditions, regulations and/or any other rules that we impose in relation to your use of the Game and/or participation in the Event, including but not limited to, the Game Terms and these Terms. Such activities include the following.
    - (A) Assigning or transferring your Game data to any third party.
    - (B) Sharing the Game account with any third party or letting any third party use your Game account.
    - (C) Attempting to gain for yourself or any third party any unfair advantage with respect to the use of the Game or participation in the Event.
    - (D) Participating in the Event using multiple Game accounts.
  - (vi) Conduct any other activities that may in any way restrict, inhibit, or interfere with, the operation of the Event.
- (b) You agree that you shall follow our instructions at all times.

#### **4. Disclaimer of Warranties; Limitation of Liability.**

To the maximum extent permitted by applicable law, Konami makes no guarantees or warranties of any kind, express or implied, regarding the Event; your participation to the Event is at your own risk; and Konami is not responsible for any matters, including but not limited to the following, provided that there is no intentional or grossly negligent act carried out by Konami.

- (a) The Event may be changed, temporarily suspended, or terminated, with or without notice, at Konami's sole discretion.
- (b) There may be a case where you may not be able to advance ~~you~~ to the WBSC Events depending on your country or territory, due to technical reasons etc., including but not limited to, access limitations imposed by the third-party cloud service that the Game uses for online game-matching.
- (c) Any disadvantages caused to you (including disqualification) by interruption, errors, defects or any other difficulties in using the software or the server of the Game, any devices, applications, networks or any other tools etc. that you use in relation to the Event.
- (d) The WBSC Events are held solely by the WBSC. Your participation thereto is ultimately depending on how the WBSC organizes the WBSC Events.
- (e) Any disputes arising among you and any third party, including but not limited to, the WBSC, or

other participants of the Event.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER KONAMI NOR ANY OF ITS AFFILIATES, LICENSORS, SUPPLIERS, SERVICE PROVIDERS, ADVERTISERS, SPONSORS, OR AGENTS, NOR ANY SUBSIDIARIES, AFFILIATED ENTITIES, OWNERS, SHAREHOLDERS, GENERAL AND LIMITED PARTNERS, DIRECTORS, OFFICERS OR EMPLOYEES OF ANY OF THE FOREGOING ENTITIES SHALL BE LIABLE FOR ANY DIRECT, SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY DAMAGES RELATING TO LOSS OF USE, LOSS OF PROFITS, OR LOSS OF DATA, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE) OR OTHERWISE, ARISING OUT OF OR RELATING TO THE EVENT, OR ANY OTHER SUBJECT MATTER OF THESE TERMS.

#### **5. Warranty.**

You warrant that all information you provide to Konami in relation to your participation in the Event is true and accurate, and without error or misrepresentation. You will accept without any objection any request that Konami, the WBSC, or any third party(ies) appointed by the foregoing may make in order to verify your information, including but not limited to, the request to present your passport or other certificates.

#### **6. Severability.**

If any provision of these Terms is found to be unlawful, void or for any reason unenforceable, that provision will be deemed severable from these Terms and will not affect the validity and enforceability of any remaining provision.

#### **7. Governing Law.**

These Terms are governed by and shall be construed in accordance with the laws of Japan without giving effect to any choice of legal rule that would cause application of laws of any jurisdiction other than Japan.

#### **8. Jurisdiction.**

All disputes and controversies arising out of or in connection with these Terms shall be resolved exclusively by Tokyo District Court, and you hereto agree to submit to the jurisdiction of said court and agree that the venue shall lie exclusively with such courts.

#### **9. Changes to these Terms.**

Konami reserves the right to change or amend these Terms or other requirements and rules we impose on you in relation to the Event at any time effective prospectively. Any change or amendment will be notified to you in a suitable manner (including but not limited to by display of the notice in the Game). Your continued participation in the Event following changes to these Terms or other rules shall constitute your acceptance of those changes. If you fail to agree to such revisions, you may no longer participate in the Event.

#### **10. Language.**

These Terms have been prepared in, and shall be construed in, the Japanese language. Translated versions have been prepared for the convenience of users whose mother language is the relevant translation language; if there is any discrepancy in the meaning or interpretation between the Japanese version and any translated version of the Terms, the meaning and interpretation of the Terms prepared in Japanese shall prevail.