

Budokai Card Club Agreement

This Budokai Card Club Agreement (hereinafter referred to as the "Agreement") governs the relationship between BANDAI Co., Ltd. (hereinafter referred to as the "Company") and the judge as defined in Article 1 (hereinafter referred to as "Judge") regarding the Budokai Card Club Service as defined in Article 1 (hereinafter referred to as "BCC Service").

Article 1 (Definitions)

The terms used in the Agreement shall have the following meanings:

(1) Budokai Card Club Service

means the service that the Company provides a person having a judge credential with various supports related to activities for an operation of and as a judge of a tournament in accordance with methods separately specified for the purpose of forming a community among users of DRAGON BALL SUPER CARD GAME.

(2) Shop

means the shop registered at Carddass Club pursuant to the regulations stipulated by the Company.

(3) Tournament

means the card tournament of DRAGON BALL SUPER CARD GAME to be carried out by the Shop in the preceding item pursuant to the regulations stipulated by the Company.

(4) Judge

means the person who has passed the judge qualification test conducted by the Company and has received the judge credential prescribed in Article 3.

(5) Budokai Card Club Site (hereinafter referred to as "BCC Site")

means the site where Judge may receive BCC Service on BANDAI NAMCO ID Service.

(6) Rules for Judge

means what describes rules, precautions, points to remember and others to be observed by Judge in running Tournament or judging a card game.

(7) BANDAI NAMCO ID Service (hereinafter referred to as "ID Service")

means the service that is managed and operated by BANDAI NAMCO Entertainment Inc., a group company of the Company (hereinafter referred to as "BANDAI NAMCO Entertainment"), which has main functions of member verification, data management, settlement, social network and information distribution/accumulation commonly available for the service provided by the Company and BANDAI NAMCO Entertainment.

(8) BANDAI NAMCO ID

means the identification data issued by BANDAI NAMCO Entertainment to ID Service

members including Judge to use ID Service including BCC Service and various services associated with the ID Service.

(9) Personal Verification Data

means the general term for BANDAI NAMCO ID and password to be used by the Company and BANDAI NAMCO Entertainment for verification of ID Service members including Judge.

Article 2 (Eligibility of Judge)

Eligibility requirements to become the Judge shall be as follows:

- (1) Must be an actual individual,
- (2) Must be at least 18 years old,
- (3) Must live within Europe,
- (4) Must have passed the judge qualification test separately prescribed by the Company,
- (5) Must be a member of ID Service and have an environment accessible to BCC service through logging in to ID Service,
- (6) Must be possible to send and receive e-mails and to receive e-mails (including advertisement mails) sent from the Company,
- (7) Must have a telephone number that the Company can contact promptly, and
- (8) Must not be a member of antisocial forces (an organized crime group, a member thereof, a quasi-constituent member of organized crime group, a corporation involved in organized crime group, a racketeer attempting to extort money from a company by threatening to cause trouble at a general stockholders' meeting, a group engaging in criminal activities under the pretext of conducting social campaigns or political activities and others corresponding thereto, and those falling under them during the past five years) and not be related to them otherwise.

Article 3 (Certification as Judge)

If a person who intends to become Judge passes the judge qualification test separately prescribed by the Company and agrees to the Agreement and register his/her passport name after having satisfied the eligibility requirements stipulated in Article 2, the person will receive Judge credential and Judge ID, and may use BCC Service. His/her passport name registered to become Judge is used for identity verification at the shop where the Judge will hold a tournament.

Article 4 (Renewal of Credential and Other Matters)

1. Effective term of Judge credential shall be the period separately notified by the Company to the person qualified to become Judge. Judge credential will be automatically lost on the expiration date of the effective term, unless the credential is earlier canceled pursuant to Article 10. Judge

who wishes to renew the credential may renew the Judge credential through taking the prescribed steps by the renewal deadline separately designated by the Company, provided, however, that the Company may not renew the credential at its discretion if the Company determines that the person is not suitable as Judge for any reason whatsoever.

2. If Judge credential is lost upon the expiration of the effective term under the preceding paragraph or in accordance with the provisions of Article 10, the person who used to be Judge shall not identify himself/herself as Judge thereafter. In addition, if there are any items rented from the Company, the person who used to be Judge shall unconditionally return such rented items at once and take any appropriate response in accordance with the Company's instructions.

Article 5 (Management of Personal Verification Data)

1. Judge shall strictly manage Personal Verification Data. BANDAI NAMCO ID among the Personal Verification Data shall be handled in accordance with BANDAI NAMCO ID Member Terms of Use.
2. The Company shall not be responsible for any damage suffered by Judge due to unauthorized use including theft of Personal Verification Data by any third party.

Article 6 (Ownership of Rights)

All intellectual property rights such as copyrights relating to BCC Service shall belong to the Company, BANDAI NAMCO Entertainment or the third party which has licensed them to the Company.

Article 7 (Participation Application)

If Judge himself/herself runs Tournament or wishes to participate in Tournament held by another person as a judge, Judge shall check the Shop which can hold the Tournament on BCC Site page through logging in to ID Service and accessing BCC Service and directly make a participation application to the Shop. Participation acceptance shall be determined by each Shop at its discretion, and Judge shall acknowledge in advance that Judge cannot file any objection against the determination at all.

Article 8 (Judge's Responsibilities)

1. Judge shall play a role as the manager and judge of Tournament in accordance with the Company's instructions and the "Rules for Judge".
2. Judge shall bear all responsibilities for all acts on Tournament management (including the judge thereof) and the consequences thereof, and in the event that any dispute with any third party such as a Tournament participant and a Shop, Judge shall solve the dispute at his/her own expenses

and responsibility. In addition, if the Company incurs any expenses or pays any damages or the like in connection with such dispute, Judge must bear such expenses, damages or the like.

3. Judge shall bear all expenses under any name whether it be transportation expenses or communication expenses associated with the operation (including the judge thereof) of Tournament, unless otherwise prescribed by the Company separately.
4. If Judge obtains personal information from participants of Tournament, Judge must strictly manage and keep the information at his/her own responsibility.
5. When the Company requests Judge to report the details on the Tournament that he/she has carried out, Judge shall immediately report them in accordance with the contents and methods specified by the Company. In addition, if the Company determines that it is necessary, the Company may audit Judge's method of and other matters relating to management of the personal information, which may include on-site inspection at the necessary place, and Judge shall accept it without any objection.

Article 9 (Prohibited Matters)

The Company shall prohibit the Judge from conducting the following acts:

- (1) Registration of false member information and duplicate registration of the same person,
- (2) Lending, transfer and exchange of the title of Judge,
- (3) Lending, transfer, exchange of Personal Verification Data to any third party or similar acts,
- (4) Hosting of Tournament at any private residence or the like, or any location other than the Shop where Tournament can be held pursuant to Article 7,
- (5) Sales and purchase of hospitality gift for Tournament, exchange thereof with money or goods, or similar acts,
- (6) Provision of hospitality gift for Tournament other than those officially provided by the Company or similar acts,
- (7) Acts of infringing the copyright and other rights of any content on ID Service including BCC Service,
- (8) Any acts that interferes with the smooth operation of ID Service including BCC Service, such as unauthorized access to, falsification of information on ID Service including BCC Service and similar acts,
- (9) Acts of disguising or misrepresenting himself/herself as employee, agent or related person of the Company and its affiliated company,
- (10) Profit-making activities or preparation thereof using the occasion of Tournament,
- (11) Acts of disclosing and posting information for the purpose of commercial advertisement and promotion,
- (12) Operation of Tournament for any purpose different from the Company's intention,

- (13) Disclosing any third party's personal information, infringing any third party's privacy, portrait rights, copyright and the like, or conducting any act likely to infringe them regardless of method or mode,
- (14) Acts violating the provisions of the Agreement and "Rules for Judge" separately distributed by the Company,
- (15) Acts violating public order and morals,
- (16) Acts violating laws and regulations, and
- (17) Other acts deemed by the Company to be inappropriate

Article 10 (Mandatory Revocation of Credential/Cancellation of Tournament)

In the event that Judge falls under any of the items below, the Company may immediately revoke Judge credential and immediately cancel Tournament (including the judge thereof) to be operated by such Judge. The Company may determine whether or not the Judge falls under any of the following items at its sole discretion:

- (1) In the case of lack of any eligibility requirement for Judge stipulated in Article 2,
- (2) In the case of conducting any act fallen under the prohibited matters stipulated in Article 9, and
- (3) In the case where the Company determines that Judge falls under or is likely to fall under any act of the preceding items.

Article 11 (Personal Information)

The Company shall strictly manage the personal information provided by Judge, and shall use such personal information (including Personal Verification Data) only to the extent necessary for smooth operation of BCC Service (such as response to inquiries and the like) and carrying out its business. In addition, the Company may, at its discretion, publish on BCC Site the ID, the registered nickname and other matters of Judge who will host Tournament, and the Judge shall accept it in advance.

Article 12 (Inquiries)

1. Inquiries concerning BCC Service shall be made in accordance with the method specified by the Company.
2. Any notification, communication and support provided by the Company to Judge in connection with BCC Service shall be made only in English.

Article 13 (Change, Suspension, Cancellation and Termination of BCC Service)

The Company may change, suspend, cancel or terminate BCC Service at any time regardless of the reason by notifying Judge thereof in advance. In this case, the Company shall not be responsible for Judge's damage caused by change, suspension, cancellation and termination of BCC Service.

Article 14 (Change of Agreement)

The Company may arbitrarily change the contents of the Agreement as necessary without giving any prior notice to Judge or obtaining the consent from Judge. In that case, the Company shall notify the members thereof through methods that the Company considers appropriate (such as a notice by e-mail, posting on the BCC Site or the like), and the Agreement after the change shall become effective when posted on BCC Site.

Article 15 (Disclaimer)

1. The Company shall not be responsible for any damage of Judge caused by delayed/canceled/unauthorized access of ID Service including the BCC Service due to failure of communication line, computer or the like.
2. Notwithstanding the provisions of the Agreement, even if the Company assumes liability for damages against Judge, its liability for the damages is limited to the amount of direct and ordinary loss actually incurred by Judge.

Article 16 (Court of Jurisdiction)

The Tokyo District Court shall be the exclusive agreed court of jurisdiction in the first instance, if any necessity of a lawsuit arises in connection with the Agreement.

Article 17 (Governing Law)

Japanese laws shall be applied to the conclusion, effectiveness, performance and interpretation of the Agreement.

End of Body Text

Established on October 30, 2017