

## **Disney Lorcana Hobby Store Program – Terms & Conditions**

Ravensburger North America, Inc. (“**Ravensburger**”) is committed promoting the joy, fun and excitement of Disney Lorcana gameplay worldwide. Providing specialized marketing items and content is one of the most significant ways to support this effort. To that end, we have created a retail support program, the **Disney Lorcana Hobby Store Program (“LORCANA HSP”)**. There is no fee to join or participate in the LORCANA HSP, but your agreement to the following LORCANA HSP Terms and Conditions is required.

By joining the Lorcana HSP, you acknowledge that, as a sponsorship program, the LORCANA HSP does not establish a franchise or partnership relationship with Ravensburger.

Nothing in the LORCANA HSP Terms & Conditions precludes your sale of Ravensburger products, including the Disney Lorcana Trading Card Game.

Your participation in the LORCANA HSP as a physical store (as defined below) (referred to herein as a “**LORCANA HSP Member**”) is governed by the LORCANA HSP Terms and Conditions.

By accessing this Site or participating in the LORCANA HSP, you acknowledge and confirm that you have read and understood the LORCANA HSP Terms and Conditions, and acknowledge that they are binding on you; including but not limited to the following codes and policies, incorporated into this agreement by reference:

- Disney Lorcana Community Conduct Policy
- Disney Lorcana Hobby Store Requirements
- Policies provided with and in connection to provided Marketing materials and assets
- Melee Terms of Service
- Supplemental policies communicated to you from time to time in connection with the LORCANA HSP programs (“**Program Policies**”).

It is your responsibility to ensure that you comply with the LORCANA HSP Terms and Conditions. Ravensburger, in its sole discretion, may revise, update, or change these LORCANA HSP Terms and Conditions with or without notice. You agree to review the LORCANA HSP Terms and Conditions periodically. Your continued participation in the LORCANA HSP after such changes are posted constitutes acceptance of those changes.

Do not apply to or participate in the LORCANA HSP if you disagree with any part of the LORCANA HSP Terms and Conditions. You may revoke your membership in the LORCANA HSP (“**LORCANA HSP Membership**”) at any time by following the procedure in [Section 11](#).

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**1. Application and Registration.** To apply for membership in the LORCANA HSP, you must complete the application process at <https://lorcanaOP.com> and provide any additional information that Ravensburger may reasonably request throughout the duration of your membership. You must be of legal age in the country or territory in which your retail store is located. Any information you provide to Ravensburger must be current, true, complete, and accurate. During your participation in the LORCANA HSP, you are solely responsible for ensuring that your LORCANA HSP membership information remains current, true, complete, and accurate. Inaccurate information may result in termination of your LORCANA HSP membership. Ravensburger reserves the right to accept or reject your application for any reason at Ravensburger's sole discretion.

**2. LORCANA HSP Level.** Upon inclusion of your retail store in the LORCANA HSP, you will be assigned a Lorcana HSP Membership Level (“**Membership Level**”). There are two levels: Lorcana HSP RETAIL STORE (“**LORCANA RETAIL STORE**”) and Lorcana HSP Organized Play Location (“**Lorcana OP LOCATION**”). It is required that each store maintain their Membership Level (“**LORCANA HSP Membership Level**”). Information about Membership

Levels can be found at [www.disneylorcana.com](http://www.disneylorcana.com). Failure to maintain your Membership Level requirements may result in a downgrade, suspension, or termination of your membership in the LORCANA HSP.

**3. LORCANA HSP License.** Subject to acceptance into the LORCANA HSP and your compliance with the LORCANA HSP Terms and Conditions, Ravensburger grants LORCANA HSP Members the limited, revocable, non-transferable, personal, non-sublicensable, and non-exclusive right and license to: (a) access, copy and display LORCANA HSP marketing materials (including applicable trademarks, artwork and logos as provided by Ravensburger) in connection with the promotion of your Ravensburger products; and (b) identify yourself as a LORCANA HSP Member. LORCANA OP LOCATIONS are granted an additional limited, revocable, non-transferable, personal, non-sublicensable, and non-exclusive right and license to (c) organize Ravensburger-sanctioned gaming events, including tournaments (individually an “**Event**” and collectively “**Events**”) using Ravensburger’s proprietary online Event scheduling tool, the LEP, to register and report (collectively: “**Licensed Property**”).

(a) Restrictions. You will not: (i) use the Licensed Property to harm, affect, impair or misuse, including without limitation, Ravensburger, their affiliates and subsidiaries, (including its associated marks and properties) with obscene, explicit, violent or other inappropriate content, as determined by Ravensburger in its sole discretion, (ii) with respect to any product or service containing an illustration, other depiction, name or trademark, do any act that is likely to create confusion about or disparage the Licensed Property, or (iii) permit any unauthorized use of the Licensed Property.

(b) Goodwill. You recognize the significant value of goodwill associated with the Licensed Property. All goodwill arising from your use of the Licensed Property automatically accrues to the benefit of Ravensburger.

(c) Property of Ravensburger. You hereby acknowledge and agree that all right, title, and interest in and to all Licensed Property, patents, copyrights, trademarks, databases, and other intellectual property made available to you as a LORCANA HSP Member, whether registered or unregistered, is owned solely by Ravensburger. You agree not to interfere with, impede, encumber, or otherwise damage or challenge Ravensburger’s proprietary rights.

(d) No Transfer. You represent and agree that these LORCANA HSP Terms and Conditions constitute a non-exclusive limited license, not a transfer, of Ravensburger’s rights in the Licensed Property, and that you have no right or title to the Licensed Property or any intellectual property associated therewith have proprietary rights except to the limited extent of the limited license granted herein.

**4. Obligations as a LORCANA HSP Member.** As a LORCANA HSP Member, you comply with and are responsible for:

(a) Professional Conduct. You will conduct Events and, where appropriate, your retail store in a professional and diligent manner that enhances the reputation and goodwill of Ravensburger and the Licensed Property.

(b) Responsibility for employees. You agree that

1. all individuals and companies you employ, use, work with, or otherwise contract with to work in your store, provide services, or assist in the execution of Events (each an “**Employee**” and collectively “**Employees**”), comply with these LORCANA HSP Terms and Conditions and all applicable laws (defined below).
2. You also agree to comply with all federal, state and local laws relating to employment relationships established in accordance with Section 5 between you and your Employees.
3. You also agree that nothing in these LORCANA HSP Terms and Conditions will create an employment relationship between Ravensburger and your Employees. You remain solely responsible for all activities by your Employees pursuant to your LORCANA HSP membership.
4. To protect players of all ages, you agree to conduct background screening of your Employees, others with whom you work and who interact with the public, to the extent permitted by applicable law, in order to comply with your obligations set out in Section 16.

(c) Unlawful Actions. You will take all reasonable measures to prevent illegal or otherwise inappropriate activities in or in connection with your store or Events.

(d) Events. You may not plan, conduct or report fraudulent events. Your Events must be carried out by you or your Employees.

(e) Event Venues. All Events must take place in your physical store or at venues that are pre-approved, open to the public, suitable for all ages, clean, safe, adequately lit, and adequately air-conditioned and comply with all relevant accessibility, safety, building, fire and health regulations and any local equivalents. Ravensburger reserves the right to refuse any venue, or modify the venue requirements, at its sole discretion. Unless otherwise agreed with Ravensburger in writing, you may not host an Event at another physical location.

(f) Use of Marketing Materials. You will use Ravensburger Marketing Materials, including items included in Retail or Organized Play Kits (“**Kits**”) provided by Ravensburger or Ravensburger authorized distributors solely in connection with your Events, and in accordance with the Disney Lorcana Marketing Materials Policy, and any requirements for their use as contained in the KITS. All advertising and promotions for your store or Events must be clear, truthful and comply with the laws applicable to your location or territory. You will not sell or barter Marketing Materials provided by Ravensburger, including Kits or any of their components.

(g) Retail Store. A retail store is a reputable business premises with all authorizations and/or licenses required by local law and/or regulation for the regular operation of a commercial establishment in the area, open for sale regularly and continuously several days a week and sold locally sealed Ravensburger products to customers. A physical store must have permanent

signage, a dedicated store phone line, internet service, a valid email address, reasonably comfortable seating, nearby restrooms, and a friendly and appropriate atmosphere for customers of all ages. As a LORCANA HSP Member, you warrant that your retail store is clean, safe, adequately lit, adequately air conditioned, and complies with all applicable safety codes and laws.

(h) Community Code. You comply with the LORCANA HSP Community Code and agree to occasionally display the player and community guidelines established by Ravensburger in your retail store and/or Event venues.

(i) Products that infringe intellectual property rights. You will not allow Products that infringe Ravensburger intellectual property rights to be made, sold or bartered in your store or at your Events, and you will promptly notify Ravensburger if you know or suspect that such infringing products are being sold or exchanged in your store or Event venue.

(j) Proxy Cards. Retail stores may only allow "proxy cards" into their Events as permitted by the current Disney Lorcana Tournament Rules. A Proxy Card is a card issued by a Judge at an Event to replace a card that was damaged during play at that Event and may only be used for participation in and for the duration of that Event.

(k) Counterfeits. Counterfeit cards are unauthorized reproductions of genuine Ravensburger cards. Counterfeit cards are strictly prohibited by Ravensburger. Any LORCANA HSP member who knowingly manufactures, imports, uses, or distributes counterfeit cards, or enables a third party to do so, will have their LORCANA HSP membership immediately terminated. You will report any known or suspected Lorcana counterfeit cards to Ravensburger. Ravensburger reserves all legal and equitable rights to prosecute any person involved in the manufacture, importation or distribution of counterfeit cards.

(l) Test Card. A “**Test Card**” is usually a trading card with the name of another card written on it with a marker. Test Cards are not reproductions of authentic Ravensburger products and are created by players for personal and non-commercial use to test deck and tournament format concepts. Use of Test Cards is permitted within LORCANA HSP stores for non-commercial use at non-sanctioned events only.

(m) Gray Market Products. As a member of the LORCANA HSP, you agree not to sell, permit the sale or barter of any gray market product in your store or at your Events, and you agree not to engage in any gray market activity involving Ravensburger products. “**Grey Market Products**” means products, whether intended for resale or promotional purposes, that infringe Ravensburger's intellectual property rights. You will promptly notify Ravensburger of any knowledge or suspicion of any sale or barter of Gray Market Products at your retail store or events.

(n) Access Data. You will not share any login name or password (“**Login Credentials**”) connected to any Ravensburger service, including but not limited to the LEP with anyone, or allow anyone else to use your Login Credentials. You will promptly notify Ravensburger if you

become aware of or suspect any unauthorized use of your Credentials. You are fully responsible and liable for all activities that occur through your login credentials.

(o) Inactivity. Your LORCANA HSP Level will be downgraded or canceled if you do not schedule an Event for a period of sixty (60) consecutive days, even if you have achieved and maintained other aspects of your LORCANA HSP Membership. Your LORCANA HSP MEMBERSHIP will be cancelled if you stop purchasing Disney Lorcana TCG products from an authorized distributor for a period of ninety 90 consecutive days.

(p) Investigations. As a LORCANA HSP Member, you expressly acknowledge and agree that your participation may be reviewed and revoked by Ravensburger. You agree to cooperate fully with any investigation of any actual or alleged violation of the LORCANA HSP Terms and Conditions, the LORCANA HSP Rules of Conduct, or any other Ravensburger policies. Failure to assist with any investigation shall be a basis for termination.

(q) Sales Date. You will not open, sell, trade, or barter, Ravensburger products prior to the first sale dates of such products as provided by Ravensburger.

**5. Compliance with Laws.** As a LORCANA HSP Member, you agree to comply with all applicable laws, ordinances, regulations, policies, rules, terms, and other governmental requirements that apply to you, your store, your Employees, and your Events, including but not limited to those relating to marketing and advertising, Employment, Employee Compensation, Taxes, Salaries and Hours, Labor, Data and Privacy, Consumer Protection Rights, Discrimination and Accessibility (“**Governing Law**”). You will pay all necessary taxes and insurance fees, and obtain all necessary permits and licenses from all government agencies necessary to host your Events.

**6. Public Officials.** You agree that in connection with your LORCANA HSP membership you will not, directly or indirectly:

(a) offer, pay, promise to pay, or authorize payment of money, gifts or anything of value to any person who is a public official, agent, Employee or representative of any government, candidate for political office or office of a political party, or any person to whom you know or have reason to believe that all or part of such money, gift or thing of value is being offered, given or promised, directly or indirectly, to the foregoing in connection with the organizing, permitting, or operation of any Event;

(b) promise or provide any financial or other gain to any person working for or employed by Ravensburger to (i) induce such person to fail to perform a relevant function or activity appropriately, or (ii) to reward that person for improper performance of a relevant function or activity; or

(c) request, consent to, or accept any financial or other gain as an inducement or reward for improper performance of a relevant function or activity in connection with your LORCANA HSP membership.

**7. Registration, management, and reporting of Events.** Events sanctioned by Ravensburger may be organized by physical game hobby stores. As a LORCANA HSP member, you assume full responsibility for the registration, marketing, execution, reporting, operation, and organization of your Events, including but not limited to all associated costs. You will use the LEP as determined by Ravensburger to schedule and register Events, create match pairings and report behavior and Events, and order materials in support of Events and promotions. You expressly agree to the following:

(a) Registering Events. You will register any proposed Events in accordance with the applicable policies set forth in the Event application. All information you provide in the application must be true, complete and accurate. Ravensburger reserves the right to reject any applicant for any reason in Ravensburger's sole discretion.

(b) Conducting Events. You will at all times comply with all requirements applicable to the registered Event. Different requirements apply depending on the event type, including but not limited to product types, dates and game format. You will ensure that Events comply with these LORCANA HSP Terms and Conditions, LORCANA HSP Community Conduct, and any other rules, Official Lorcana Organized Play Rules, Tournaments, and other procedures established by Ravensburger.

(c) Report Events. Within ninety-six (96) hours of the conclusion of an Event, Event results must be submitted to Ravensburger via the LEP. You will report any incident of significance that violates these LORCANA HSP Terms and Conditions, the LORCANA HSP Community Conduct Policy and all Official Organized Play and Tournament Rules to the LORCANA HSP Support Team at [LorcanaOP@Ravensburger.com](mailto:LorcanaOP@Ravensburger.com)

(d) Player Data. The LEP may only be used for the following purposes: scheduling and registering Events, creating match pairings and reporting behavior and Events. For this purpose only, you will be granted limited access to players' personal information to facilitate the execution of Events, including first name, last name and country/region of origin. Access to and use of this personal data is only permitted for the purpose of facilitating the execution of Events.

**8. Advertising and Marketing.** You shall be solely responsible for the promotion and marketing of your Events. You acknowledge and agree that Ravensburger is not a sponsor of your Events and that you will do nothing to imply or suggest any such sponsorship. You are responsible for ensuring that all of your promotional materials and activities in connection with the Event comply with applicable local, state, federal and provincial laws, rules and regulations. Ravensburger will, in good faith, include scheduled Events in its Event locator provided that Ravensburger may, for any reason and in its sole discretion, choose not to include your Events on its Event locator and will not be held liable in any way to you for any failure to include such Events.

**9. Privacy and Advertising.**

(a) Advertising Rights. You grant Ravensburger the right to use your name, likeness, voice, photograph, business name, logos, images and corporate information about your store, as well as photographs and audiovisual recordings of your Events, in its advertising, promotional, commercial and informational materials. You hereby waive any right to any additional compensation or consideration in respect of such use. This authorization is worldwide, nonexclusive, and for the duration of your participation in the LORCANA HSP. If you revoke the authorization set forth herein, Ravensburger may terminate your LORCANA HSP membership.

(b) Disclosure of your information. You understand and agree that by registering and scheduling Events, your name, phone number, e-mail address, physical address and physical store information (if any) may be disclosed to customers and other third parties for marketing purposes and promotion of your Events, and market research and satisfaction surveys about the LORCANA HSP, Ravensburger products, and Organized Play Events.

(c) Receiving Notices. While you are a LORCANA HSP member, you consent to receive all forms of communications from Ravensburger regarding the LORCANA HSP, your LORCANA HSP membership, and Ravensburger's products or services. If you opt out of any form of communication from Ravensburger, Ravensburger may terminate your LORCANA HSP membership.

## **10. Data processing.**

(a) Personal Information. You understand and agree that Ravensburger may process personal information of players and others during or in connection with your use of the LORCANA HSP. You authorize Ravensburger to process any personal information that you provide to Ravensburger ("**Personal Information**") in order to provide you with the LORCANA HSP. If Ravensburger follows these instructions, you are the controller and Ravensburger is the processor processing personal data on your behalf. Under certain circumstances, Ravensburger also acts as a controller. For example, Ravensburger may process and collect Personal Information to improve the LORCANA HSP and other products and services, including to make player Personal Information available through the LEP to other members of the LORCANA HSP. You are responsible and guarantee that no Personal Information has been collected, stored or transmitted to us in any way that violates any law, regulation or contractual term that applies to you. You are solely responsible for the accuracy, quality and legality of the Personal Information and the manner in which you obtained it.

(b) Service Providers. You acknowledge and agree that Ravensburger may engage third party service providers during or in connection with your participation in the LORCANA HSP. Ravensburger enters into written contracts with all third party service providers that include data protection commitments that provide at least as much protection as to protection of Personal Information required for the third party service providers as set forth in this Section 10 of this Agreement.



(c) Security. Ravensburger takes reasonable and appropriate technical and organizational measures to protect the security, confidentiality and integrity of personal data (including but not limited to protection against unauthorized or unlawful processing, accidental or unlawful destruction, loss, alteration or damage, unauthorized disclosure of or unauthorized access to personal data). Ravensburger regularly monitors compliance with these measures and, in accordance with these LORCANA HSP Terms and Conditions, will not reduce the security measures of the relevant Services during the provision of the LORCANA HSP. Ravensburger will ensure that the persons entrusted with the processing are confidential or are subject to an appropriate legal obligation of confidentiality.

(d) Ravensburger maintains security incident management policies and procedures and will promptly notify you of any accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or unauthorized access to, Personal Information transmitted, stored or otherwise processed by Ravensburger or any of its sub-processors to which Ravensburger becomes aware (a "Data Incident"). Ravensburger will use reasonable efforts to determine the cause of such data incidents and will take such actions as Ravensburger deem necessary and reasonable to remedy the cause of such data incidents to the extent within Ravensburger's LEP. The obligations set out here do not apply to incidents caused by you.

(e) Return and Deletion. Upon your written request, Ravensburger will return or delete all written data, except in the case that Ravensburger is acting as controller. Ravensburger reserves the right to refuse such requests where the return or deletion of such Personal Information would be contrary to applicable law or in cases where Ravensburger is required by law to retain such Personal Information to protect its rights or those of a third party or if this is required by Ravensburger for processing, according to a legitimate interest proven by Ravensburger.

(f) You understand and agree that Personal Information will be stored and processed in the United States and other countries where Ravensburger or its business partners have facilities. If your use of the LORCANA HSP relates to Personal Information originating outside of the United States: (i) acknowledge and agree that the Personal Information will be transferred from its country of origin; (ii) ensure that all necessary notices and consent(s) from individuals for the processing of their Personal Information by Ravensburger and the transfer of the Personal Information from their country of origin are in place; and (iii) comply with all data protection laws applicable to such Personal Information. If personal data was received from a country of the European Union ("EU"),

(g) GDPR. To the extent that your use of the LORCANA HSP involves the processing by Ravensburger of personal data of data subjects located within the EU or who are subject to EU Regulation 2016/679, the General Data Protection Regulation applies as of May 25, 2018, along with rules or regulations, issued by relevant regulatory authorities ("GDPR") when Ravensburger is acting as a processor (and not when Ravensburger is acting as a controller). Words and expressions have, as far as possible, the meanings assigned to them in the GDPR.

i. Ravensburger will process Personal Data in accordance with your instructions and in accordance with the requirements of the GDPR, which apply directly to Ravensburger's provision of the LORCANA HSP. The following terms apply ("Terms"):

a. The purpose of the processing is to provide the LORCANA HSP to you, in accordance with these LORCANA HSP Terms and Conditions. Ravensburger may process Personal Information for the following purposes: (1) processing in accordance with the terms of the LORCANA HSP; and (2) processing to comply with other reasonable instructions from you (e.g., by email), where such instructions comply with these LORCANA HSP Terms and Conditions.

b. The duration of the processing will be as long as this LORCANA HSP Terms and Conditions, except in those cases where applicable law requires otherwise, either as a legal obligation or for Ravensburger to protect its rights or those of a third party, or as required by Ravensburger to comply with a legitimate interest to continue processing personal data.

c. You determine and control the categories of data subjects whose Personal Information Ravensburger processes, in your sole discretion, which may include, but not limited to, your Employees and players.

ii. The types of Personal Information processed by Ravensburger are determined and controlled by you, in your sole discretion, which may include, but not limited to, name, email address, mailing address, phone number, username, password, and IP address.

iii. Ravensburger will only process personal data in accordance with documented instructions from you and in accordance with the above provisions, except where the law applicable to Ravensburger requires otherwise; in such case, Ravensburger will inform you of that legal obligation before processing personal data, unless that law prohibits such disclosure on important grounds of public interest. These LORCANA HSP Terms and Conditions constitute your complete and final instructions, and any additional or different instructions must be agreed separately.

iv. To the extent permitted by law, Ravensburger will notify you when Ravensburger receives a request from a data subject whose right to access, right to rectification, right to restriction of processing, right to erasure ("right to be forgotten"), data portability, object to processing, or whose right asserts no automatic decision-making processes to be subject to ("Data Subject Requirement"). Depending on the nature of the processing, Ravensburger will assist you where possible in fulfilling your obligations to respond to a data subject request. Additionally, in the event that you do not have an opportunity to handle a data subject request in your use of the LORCANA HSP, Ravensburger will, upon written request, make commercially reasonable efforts to assist you in handling such data subject request, to the extent permitted by law for Ravensburger and responding to such data subject request is required by applicable law. To the fullest extent permitted by applicable law, you are responsible for all costs incurred as a result of Ravensburger providing such assistance. Please note that Ravensburger cannot fulfill a data subject request where doing so would violate the law applicable to Ravensburger, interfere with

Ravensburger's ability to comply with a legal requirement, protect its rights or those of a third party, or prevent Ravensburger from continuing to process personal data, where there is a legitimate interest.

v. You hereby authorize Ravensburger in writing to work with sub-processors in connection with these LORCANA HSP Terms and Conditions. Upon written request, Ravensburger will make available to you an up-to-date list of sub-processors for the LORCANA HSP. You may also request in writing that Ravensburger notify you of any new sub-processor. If you submit such a written request, Ravensburger will notify you of any new sub-processor prior to authorizing them to process Personal Data in connection with providing the LORCANA HSP to you. You may object to the use of a new sub-processor by notifying Ravensburger in writing within ten (10) business days of notification by Ravensburger. If you object to a new sub-processor, Ravensburger will use reasonable efforts to provide you with an amendment to the LORCANA HSP or to recommend a commercially reasonable change in your configuration or use of the LORCANA HSP to permit the objected sub-processor's processing of Personal Data avoid. If Ravensburger is unable to make such change available within a reasonable time not exceeding thirty (30) days, your sole remedy is to discontinue using Ravensburger's services. Ravensburger is equally responsible for the acts and omissions of its sub-processors under these LORCANA HSP Terms and Conditions,

vi. Upon your written request, Ravensburger will periodically provide you with a copy of the third party's most up-to-date privacy practices and upon entering into additional confidentiality agreements.

vii. Upon your written request, Ravensburger will provide you with reasonable cooperation and assistance necessary to fulfill your obligations under the GDPR to conduct a privacy impact assessment related to your use of the LORCANA HSP to the extent that you are not otherwise required to provide information about it own and to the extent that Ravensburger can. Ravensburger will provide you with reasonable assistance in cooperating or prior consultation with the supervisory authorities in the performance of their activities in conducting a data protection impact assessment to the extent required by the GDPR.

**11. Revocation of Your LORCANA HSP Membership.** You have the right to revoke your LORCANA HSP membership at any time by notifying Ravensburger at [LorcanaOP@Ravensburger.com](mailto:LorcanaOP@Ravensburger.com).

**12. Termination.** Ravensburger may terminate your LORCANA HSP membership at any time, with or without cause: (a) upon ninety (90) days written notice (email to your LORCANA HSP account address will suffice for this purpose); or (b) immediately by written notice (email to your LORCANA HSP account address will suffice for this purpose) after any of the following has occurred: (i) you have breached these LORCANA HSP Terms and Conditions, in Ravensburger's sole discretion, (ii) you have violated the LORCANA HSP Rules of Conduct or

any other published Ravensburger policy or procedure; or (iii) you have engaged in conduct that damages, disparages, or disparages Ravensburger's brands or its products.

**13. Additional Remedies.** If any of Section 12 (i - iii) occurs, Ravensburger may, at any time in its sole discretion, and without notice or liability to you, have any of the following remedies: (a) cancel or alter any of your registered Events; (b) refuse to sanction your future Events or locations; or (c) temporarily suspend your LORCANA HSP Membership or downgrade your LORCANA HSP level.

Ravensburger may disclose its actions (but not the reason for taking those actions) to third parties and customers. You understand and agree that your LORCANA HSP membership has no financial value to you and that you have no rights, financial or otherwise, to any feature, content, or program of the LORCANA HSP. You expressly agree and agree that Ravensburger shall have no liability to you for termination of your LORCANA HSP membership or for terminating, modifying, altering, or terminating any portion or all of LORCANA HSP.

All remedies set forth in this Section are in addition to, and not in lieu of, Ravensburger's rights to terminate and any other available remedies at statute or in equity.

**14. Representations, Warranties and Agreements.** You warrant and represent to Ravensburger that: (a) you have all right and authority to enter into this Agreement, to accept these LORCANA HSP Terms and Conditions, and that all information you provide to Ravensburger is true, complete and accurate; (b) you will comply with all applicable laws and regulations relating to your Employees, your store and the Events, including but not limited to obtaining the necessary permits, permits and licenses from third parties to conduct the Events; (c) notwithstanding anything contained in these LORCANA HSP Terms and Conditions, you are and will remain responsible for all obligations and liabilities in connection with your Employees, your storefront and Events; and (d) in the event that this is not already anticipated by applicable law, you will not hire or work with any Employee who is (i) on a sex offender registry (or its international equivalent) and/or (ii) a competent jurisdiction for a violent sex offense sentenced against children. Some jurisdictions prohibit criminal history searches (your compliance with local law will not constitute a breach of the LORCANA HSP Terms and Conditions); however, you remain solely responsible for ensuring that your store and Events are safe for players of all ages.

**15. Disclaimer.** THE LORCANA HSP, ITS PROGRAMS, OFFERS, PROMOTIONS, MARKS, LOGOS, AND LICENSED PROPERTIES ARE PROVIDED "AS IS" WITHOUT WARRANTY, REPRESENTATION, CONDITION OR GUARANTEE OF ANY KIND (WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE), INCLUDING, BUT NOT LIMITED TO, THE IMPACT OF MARKET, WARRANTIES OF TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTY OF NON-INFRINGEMENT.

**16. Limitation of Liability.** NEITHER RAVENSBURGER NOR IT'S AFFILIATES OR LICENSORS SHALL HAVE ANY LIABILITY TO YOU OR ANY THIRD PARTY FOR ANTICIPATED OR LOST PROFITS, REVENUE, DATA, CONTENT, HARDWARE, SOFTWARE, DAMAGES FOR PERSONAL INJURY, INFORMATION OR SPECIAL DAMAGES, PUNITIVE DAMAGES INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES (HOWEVER RESULTING, INCLUDING BUT NOT LIMITED TO TORT, CONTRACT, STRICT PRODUCT LIABILITY, OR NEGLIGENCE) ARISING OUT OF OR RELATED TO YOUR PARTICIPATION AS A LORCANA HSP MEMBER OR IN ANY OTHER RAVENSBURGER PROGRAM, TO THE MAXIMUM EXTENT PERMITTED BY LAW. THE FOREGOING SHALL LIMIT LIABILITY EVEN IF RAVENSBURGER, ITS LICENSORS, AND SUPPLIERS, AND ANY OF ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES. THE AGGREGATE LIMIT OF LIABILITY OF RAVENSBURGER, ITS LICENSORS AND SUPPLIERS, AND EACH OF ITS RESPECTIVE AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS TO YOU OR ANY THIRD PARTIES SHALL NOT EXCEED \$100. YOU AGREE TO WAIVE THE GRANT OF LEGAL PROTECTION IN EQUITY. THIS ALSO APPLIES (BUT NOT LIMITED TO) INJUNCTIVE CLAIMS AGAINST RAVENSBURGER, ITS LICENSORS, LICENSEES, AND SUPPLIERS, AND ANY OF ITS AFFILIATES, ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS TO ENFORCE THE TERMS HEREIN. THE ABOVE WILL NOT PREVENT RAVENSBURGER AND/OR ITS LICENSORS FROM SEEKING INJUNCTIONS. THIS LIMITATION SHALL APPLY CUMULATIVELY TO ALL CAUSES OF ACTION OR CLAIM FOR ANY REASON. SOME JURISDICTIONS DO NOT ALLOW THE ABOVE LIMITATIONS OF LIABILITY. ACCORDINGLY, THEY MAY NOT APPLY TO YOU.

**17. Indemnification.** YOU AGREE TO INDEMNIFY RAVENSBURGER AND ITS LICENSORS, LICENSEES, SUPPLIERS, SUBSIDIARIES AND AFFILIATES, CURRENT AND FORMER OFFICERS, AGENTS AND EMPLOYEES, FROM ANY AND ALL CLAIMS, ACTION, LAWSUITS, DEMANDS OR DAMAGES, INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEY FEES, IN CONNECTION WITH YOUR PARTICIPATION AS A LORCANA HSP MEMBER OR IN ANY OTHER RAVENSBURGER PROGRAM, INCLUDING BUT NOT LIMITED TO FRAUD, LEGAL OR EMPLOYMENT CLAIMS, NEGLIGENCE, PERSONAL INJURY OR DEATH, OR PERSONAL RIGHTS. You agree to cooperate as reasonably necessary in the defense of any Claim. Ravensburger reserves the right, at its own expense, to assume the sole defense and control of any matter.

**18. Privacy.** In addition to the agreements contained in these LORCANA HSP Terms and Conditions, please see our Privacy Policy for guidance on how Ravensburger collects, stores, uses, and discloses your information.

## 19. Additional provisions.

- (a) Language; Interpretation. The English version shall govern the interpretation of these LORCANA HSP Terms and Conditions and all related documents. Section or paragraph headings are intended solely for ease of reference and shall not limit or affect its interpretation.
- (b) Equitable Remedies. You acknowledge that failure to consistently enforce these LORCANA HSP Terms and Conditions will cause irreparable harm to Ravensburger. Therefore, you agree that, in addition to any other remedies available to Ravensburger under the LORCANA HSP Terms and Conditions, Ravensburger may seek statutory or equitable remedies for breaches of these LORCANA HSP Terms and Conditions without any obligation to otherwise collateral or proof of damage.
- (c) Severability. If any clause of these LORCANA HSP Terms and Conditions is held to be invalid or unenforceable by a court of competent jurisdiction, that clause shall be deemed severable and shall not affect the validity or enforceability of any remaining clauses.
- (d) Survival. The provisions and clauses of these Terms and Conditions which, by their nature, should survive the termination of this agreement, shall survive termination, including but not limited to the restrictions, disclaimers, limitations, dispute resolution, and our rights to use submitted content.
- (d) Waiver. Failure to enforce any term of these LORCANA HSP Terms and Conditions, or to exercise any right or remedy under these LORCANA HSP Terms and Conditions, shall not at any time constitute a waiver of Ravensburger's right to enforce any such term, right or remedy. No waiver of any provision of this agreement by Ravensburger shall be deemed a further or continuing waiver of such provision, or any other provision.
- (d) Changes. These LORCANA HSP Terms and Conditions may be amended or modified by Ravensburger, in its sole discretion, for any reason and without notice. If any future changes to these LORCANA HSP Terms and Conditions are unacceptable to you or cause you to violate these LORCANA HSP Terms and Conditions, you agree to promptly revoke your LORCANA HSP membership as described in Section 11. Your continued participation in the LORCANA HSP means that you accept all such changes.
- (e) Assignment Prohibition. These LORCANA HSP Terms and Conditions and the rights granted herein are personal to you and may not be assigned, including by transferring or renting your business, or any portion of your business. Ravensburger may transfer or assign these LORCANA HSP Terms and Conditions, in whole or in part, to any third party of its choice.
- (f) Force Majeure. Ravensburger cannot be held responsible for delays or failure to perform due to causes beyond their reasonable control. This includes, but is not limited to, any failure of the services described herein due to unforeseen circumstances or causes. These include acts of God, war, civil or military law enforcement action, fire, flood, accident, strike, riot, pandemic, shortage of transportation or fuel in the energy supply, or workers or materials.

(g) Governing Law, Venue and Jurisdiction, and Time Limit for Making a Claim. The laws of the State of Washington, United States, without regard to its conflict of law provisions, govern these LORCANA HSP Terms and Conditions and your participation in the LORCANA HSP. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. You hereby agree to submit to the exclusive jurisdiction and venue of the US District Court for the Western District of Washington, USA, for any legal claim relating to these LORCANA HSP Terms and Conditions and your participation in the LORCANA HSP. Under no circumstances may you initiate any claim, suit, or proceeding related to these LORCANA HSP Terms and Conditions or your participation in the LORCANA HSP or other forms of exchange with Ravensburger that is more than one (1) year old.

(h) Class Action Waiver. YOU AGREE THAT PROCEDURES FOR THE INCOURT OR OUT OF COURT RESOLUTION OR DISPUTE OF DISPUTES SHALL APPLY ONLY TO THE INDIVIDUAL CASE AND THAT YOU WILL NOT ATTEMPT TO BRING A DISPUTES AS A CLASS, REPRESENTATIVE, REPRESENTATIVE ACTION, AS AN INDIVIDUAL TO ENFORCE ANY RIGHTS OF THE GENERAL ("PRIVATE GENERAL ACTION") OR IN ANY PROCEEDING IN WHICH YOU ARE OR ARE ACTING AS AN REPRESENTATIVE. YOU AGREE THAT NO PROCEEDING SHALL BE JOINED, CONSOLIDATED OR COMBINED WITH ANY OTHER PROCEEDING WITHOUT THE PRIOR WRITTEN CONSENT OF YOU, RAVENSBURGER, AND ALL PARTIES TO SUCH PROCEEDING.

(i) Notices. All notices, whether voluntary or required by these LORCANA HSP Terms and Conditions, should be sent in writing to the following mailing address:

Ravensburger NA, Inc.  
915 Pine St Suite 400  
Seattle, WA 98122

Contact information: [LorcanaOP@Ravensburger.com](mailto:LorcanaOP@Ravensburger.com)