

CHALLENGE A CHAMP CONTEST OFFICIAL RULES

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS CONTEST.

Purchase will not improve odds of winning.

Challenge a Champ (the “Contest”) is sponsored by Nintendo of Canada Ltd., 2925 Virtual Way, Vancouver, BC V5M 4X5, Canada (“Sponsor”).

Eligibility: Contest is open only to individuals who are legal residents of Canada who are at least 13 years of age at the time of entry. All participants under 18 years old (or under the legal age of majority in the player’s jurisdiction of residence) (“Minor”) must obtain consent from their parent or legal guardian to participate. By permitting an entrant to participate in the Contest such Minor’s parent or legal guardian represents and warrants that he or she has read, understands and agrees to the terms and conditions of these Official Rules on behalf of both the parent or legal guardian and the Minor. Directors, officers and employees of Sponsor, and any of its respective affiliate companies, subsidiaries, agents, professional advisors, and advertising and promotional agencies and their immediate family members and persons living in the same household are not eligible to win the Prize.

Contest Period: The entry periods for the Contest (“Entry Period”) are as listed below. All times in these Official Rules are Pacific Time. All entries for each experience must be received by Sponsor during the Entry Period for that experience.

1. **Mario Tennis Aces Experience** Entry Period begins Monday, November 9, 2020 at 10:00 am and ends on Friday, November 13, 2020 at 5:00 pm
2. **Mario Kart 8 Deluxe Experience** Entry Period begins Monday, November 16, 2020 at 10:00 am and ends on Friday, November 20, 2020 at 5:00 pm
3. **Just Dance Experience** Entry Period begins Monday, November 23, 2020 at 10:00 am and ends on Friday, November 27, 2020 at 5:00 pm

How to Enter: The method of entry for each experience are as follows (each an “Entry”):

1. **Mario Tennis Aces Experience**

- a. **Twitter:** Limit one Twitter entry per person. To enter, you must first be logged in as a registered user of Twitter. If you are not a registered user of Twitter, you can register for free at www.twitter.com. While you are logged in to your Twitter user account, you must do the following:
 - i. Follow the Nintendo of Canada Twitter page;
 - ii. Use the following hashtags to denote your submission: #ChallengeaChamp and #GameonAndreescu and #NintendoContest. You may add additional hashtags or tags after this language, but the provided hashtags must appear at the beginning of your post or tweet; and
 - iii. Comment on why you are skilled at Mario Tennis Aces.

b. Facebook: Limit one Facebook entry per person. To enter, you must first be logged in as a registered user of Facebook. If you are not a registered Facebook user, you can register for free at www.facebook.com. While you are logged in to your Facebook user account, you must do the following:

- i. Comment on why you are skilled at Mario Tennis Aces on posts made by the Nintendo of Canada Facebook page during the Entry Period that have the following hashtags: #ChallengeaChamp, #NintendoContest and #GameonAndrescu; and
- ii. Follow the Nintendo of Canada Facebook page.

2. Mario Kart 8 Deluxe Experience-

a. Twitter: Limit one Twitter entry per person. To enter, you must first be logged in as a registered user of Twitter. If you are not a registered user of Twitter, you can register for free at www.twitter.com. While you are logged in to your Twitter user account, you must do the following:

- i. Follow the Nintendo of Canada Twitter page;
- ii. Use the following hashtags to denote your submission: #ChallengeaChamp #NintendoContest and #GameonHinchcliffe. You may add additional hashtags or tags after this language, but the provided hashtags must appear at the beginning of your post or tweet; and
- iii. Comment on why you are skilled at Mario Kart 8 Deluxe.

b. Facebook: Limit one Facebook entry per person. To enter, you must first be logged in as a registered user of Facebook. If you are not a registered Facebook user, you can register for free at www.facebook.com. While you are logged in to your Facebook user account, you must do the following:

- i. Comment on why you are skilled at Mario Kart 8 Deluxe on posts made by the Nintendo of Canada Facebook page during the Entry Period that have the following hashtags: #ChallengeaChamp #NintendoContest and #GameonHinchcliffe; and
- ii. Follow the Nintendo of Canada Facebook page.

3. Just Dance Experience

a. Twitter: Limit one Twitter entry per person. To enter, you must first be logged in as a registered user of Twitter. If you are not a registered user of Twitter, you can register for free at www.twitter.com. While you are logged in to your Twitter user account, you must do the following:

- i. Follow the Nintendo of Canada Twitter page;
- ii. Use the following hashtags to denote your submission: #ChallengeaChamp #NintendoContest and #GameonBlais. You may add additional hashtags or tags after

this language, but the provided hashtags must appear at the beginning of your post or tweet; and

iii. Comment on why you are skilled in Just Dance 2020.

b. Facebook: Limit one Facebook entry per person. To enter, you must first be logged in as a registered user of Facebook. If you are not a registered Facebook user, you can register for free at www.facebook.com. While you are logged in to your Facebook user account, you must do the following:

i. Comment on why you are skilled in Just Dance 2020 on posts made by the Nintendo of Canada Facebook page during the Entry Period that have the following hashtags:

#NintendoContest #ChallengeaChamp and #GameonBlais; and

ii. Follow the Nintendo of Canada Facebook page.

General Guidelines: All submissions must adhere to the following guidelines:

- Your Entry must be suitable for general audiences and not be offensive, obscene, or illegal, or violate the rights of others. In addition, your Entry must not violate any policies or terms of Twitter or Facebook.
- Any statements, remarks, claims, or opinions contained or depicted in your Entry must express your honest views, opinions, findings, beliefs, and experiences.
- You must have permission from any person that is included, named, tagged or depicted in your Entry.

Selection of Winners: On November 30, 2020, at approximately 12 p.m. local time, a random draw will take place at Vancouver, BC from among all eligible Entries to award the Prize.

The potential winners will be notified by direct message on or about November 30, 2020. To claim a prize, the potential winners must follow the instructions contained in the notification and respond within two (2) business days. Before being declared a prize winner, they must then correctly answer without assistance of any kind, whether mechanical or otherwise, a time-limited mathematical skill-testing question (“Skill-Testing Question”) to be administered by direct message. Each selected prize winner must confirm that they already have: i) a Nintendo Switch system, ii) Nintendo Switch Online, and iii) the corresponding Nintendo Switch game for the prize experience (Mario Tennis Aces for the Mario Tennis Aces Experience, Mario Kart 8 Deluxe for the Mario Kart 8 Deluxe Experience, and Just Dance 2020 for the Just Dance Experience). If the winner does not have all of the above, Sponsor will loan winner a Nintendo Switch system, game and Nintendo Switch Online trial membership for use during the experience, which will be returned to Sponsor following the experience. After a selected entrant’s successful completion of the Skill-Testing Question and verification of the entrant’s eligibility, such entrant will be awarded a prize, as set forth below. If a prize is won by a Minor, it will be awarded to a parent or guardian on the Minor’s behalf.

Prize:

1) The Mario Tennis Aces Experience Recipient will receive:

i. a once in a lifetime 60-minute online gaming experience with Bianca Andreescu in the *Mario Tennis Aces* game*

ii. Approximate Retail Value of Prizes ("ARV"): \$2,500 - \$15,000

2) The Mario Kart 8 Deluxe Experience Recipient will receive:

i. once in a lifetime 60-minute online gaming experience with James Hinchcliffe in the *Mario Kart 8 Deluxe* game*

ii. Approximate Retail Value of Prizes ("ARV"): \$2,500 - \$15,000

3) The Just Dance Experience Recipient will receive:

i. once in a lifetime 60-minute online gaming experience with Shanie Blais in the *Just Dance 2020* game*

ii. Approximate Retail Value of Prizes ("ARV"): \$2,500 - \$15,000

*Gaming sessions will be done via video conference, with participants deciding on how to play. Exact time of each gaming session will be determined based on the participants' availability. Sponsor may record the gaming session in its discretion, including, without limitation, the gameplay and video conference ("Game Session Footage").

Total ARV of all prizing: \$22,500.

(d) Odds of winning the Prize depend on number of eligible entries received. Prize not claimed within two (2) days after delivery of notification may be forfeited and awarded to an alternate winner. No substitutions or exchanges (including for cash) of the Prize will be permitted, except that Sponsor reserves the right to substitute a prize of equal or greater value for the Prize. Prizes may not be transferred to any other person. The Prize is awarded "AS IS" and WITHOUT WARRANTY OF ANY KIND, express or implied, (including, without limitation, any implied warranty of merchantability or fitness for a particular purpose). ALL FEDERAL, PROVINCIAL AND LOCAL TAXES ASSOCIATED WITH THE RECEIPT OR USE OF ANY PRIZE ARE THE SOLE RESPONSIBILITY OF THE WINNER. The Prizes, results thereof, and any portion of the foregoing may only be used for the Winners personal, non-commercial use. The Prizes may also be subject to additional terms and conditions.

Identity of Entrant: In the event of a dispute about the identity of the entrant, Sponsor may declare an entry to have been made by the authorized account holder of the account used to submit the Entry. An authorized account holder is defined as the natural person who is assigned to an account by the platform provider, online service provider or other organization (e.g. business, educational institution, etc.) that is responsible for assigning the account used to submit the Entry. The potential winner may be required to provide Sponsor with proof that the potential winner is the authorized account holder of the account used to submit the winning entry.

Entrant's Personal Information: By participating in this Contest, you acknowledge and agree that Sponsor may collect the personal information submitted by you and use the information pursuant to Sponsor's privacy policy. Information collected from each entrant is subject to the Sponsor's privacy policy at http://www.nintendo.com/corp/privacy_ca.jsp.

License Grant: Except where prohibited by law and subject to the applicable Nintendo privacy policy, entry into the Contest constitutes permission to use entrant's name, city and province of residence, likeness and Prize information, without limitation, for Sponsor's promotional purposes without further permission or compensation. By entering this Contest you hereby grant to Sponsor: (i) the right to record the Game Session Footage, and (ii) the right to your name and likeness in a perpetual, irrevocable, royalty-free, worldwide, nonexclusive license to publish, reproduce, communicate to the public by telecommunication, display, perform, distribute, adapt, edit, modify, translate, create derivative works based upon, and otherwise use and sublicense your Entry and the Game Session Footage, or any portion of either of the foregoing, in connection with the Contest and for any other advertising or promotional purpose, and to incorporate the Entry and Game Session Footage, in whole or in part, into other works in any manner, form, media or technology now known or later developed. Sponsor will have no obligation to publish or use or retain any Game Session Footage or any Entry you submit or to return any such Entry (or other Contest entry materials) to you. You agree that it is your sole responsibility to obtain all permissions and releases necessary for the grant of the rights contained in this paragraph. You agree to waive any applicable moral rights in and to the Game Session Footage or your Entry in favor of Sponsor. You will not be entitled to compensation for any use by Sponsor, or its agents, licensees or assignees, of the Game Session Footage or your Entry.

Non-Infringing Entry Materials: You represent and warrant that (a) you have the right to grant the rights granted in these Official Rules or, alternatively, you have obtained all necessary rights and permissions to use and submit your Entry in connection with the Contest and to provide all the rights specified in these Official Rules; and (b) your Entry and the use of your Entry as contemplated in these Official Rules does not and will not violate, misappropriate, or infringe upon any law or regulation or the rights of any third party, including without limitation any copyright, trademark, or any rights of publicity or privacy, or any other intellectual property or other rights.

Quebec Residents: Any litigation respecting the conduct or organization of a publicity contest may be submitted to the Régie des alcools, des courses et des jeux for a ruling. Any litigation respecting the awarding of a Prize may be submitted to the board only for the purpose of helping the parties reach a settlement.

Additional Terms and Conditions: The Contest and these Official Rules will be governed, construed and interpreted under the laws of British Columbia, Canada. This Contest is subject to all applicable federal, provincial and local laws and is void where prohibited. Any provision of these Official Rules deemed unenforceable will be enforced to the extent permissible, and the remainder of these Official Rules will remain in effect. Sponsor shall not be responsible for late, lost, illegible, incomplete, damaged or misdirected entries and accept no responsibility for any injury, loss or damage of any kind resulting from an entrant's participation in this Contest. Sponsor reserves the right to amend these Official Rules or to terminate this Contest. **By entering the Contest, you release Sponsor, Twitter, and Facebook from any liability whatsoever, and waive any and all causes of action, related to any claims, costs, injuries, losses, or damages of any kind arising out of or in connection with the Contest or delivery, misdelivery, acceptance, possession, use of or inability to use the Prize (including, without limitation, claims, costs, injuries, losses and damages related to personal injuries, death, damage to or destruction of property, whether intentional or unintentional), whether under a theory of contract, tort (including negligence), warranty or other theory.** Except where prohibited by law and subject to the applicable Nintendo privacy policy, entry into the Contest constitutes permission to use entrant's

name, city and province of residence, likeness and Prize information, without limitation, for Sponsor's promotional purposes without further permission or compensation. Without limiting the foregoing, entrant understands and agrees that Sponsor may use (and may allow third parties to use) your Entry or part thereof on websites, Social Media pages, advertisements, and other promotional materials. Entrant's grant of the foregoing permission is perpetual and may not be revoked by entrant. As a condition of being awarded a Prize, the winner will be required to confirm such permission in writing and execute and deliver a written affidavit of eligibility, acceptance of these Official Rules, and tax forms, and winner will be required to execute and deliver a release of liability, a photo/video consent and publicity release, and other documentation. By entering, entrants certify that they have complied with these Official Rules and are eligible to win. Any delay or failure of Sponsor to perform its obligations under these Official Rules, including, without limitation, with respect to fulfillment of the prize or any part thereof, shall be excused to the extent that such delay or failure is caused by an event or occurrence beyond Sponsor's reasonable control, including, without limitation, acts of God, actions by governmental authorities, fires, floods, storms, earthquakes, inclement weather, pandemic, natural disasters, riots, wars, terrorism, or labor disputes. These Official Rules may be distributed by Sponsor in other languages. In the event of a conflict between the English version of these Official Rules and any version of these Official Rules distributed in another language, the English version of these Official Rules shall control.

For a copy of the winners list or these Official Rules, send a written request with a self-addressed, business-size return envelope to: Attn: Challenge a Champ Contest, Nintendo of Canada Ltd., 2925 Virtual Way, Vancouver, BC V5M 4X5, Canada. By entering, entrants agree to be bound by these Official Rules and by the decisions of Sponsor, which are final and binding in all respects. The Contest and all accompanying materials are Copyright © 2020 by Nintendo. All rights reserved. This Contest is in no way sponsored, endorsed or administered by, or associated with Twitter or Facebook.