

MARIO KART NORTH AMERICAN OPEN JANUARY 2022 OFFICIAL RULES

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

Purchase will not improve odds of winning.

The Mario Kart North American Open January 2022 tournament, referred to as Mario Kart NA Open in-game, (“Tournament”) is sponsored by Nintendo of America Inc., 4600 150th Ave NE, Redmond, WA 98052, USA (“Sponsor”).

Eligibility: Tournament is open only to individuals who are (1) legal residents of the 50 United States (including D.C.), Canada or Mexico; and (2) at least 13 years old at the time of entry if a resident of the United States or Canada, and at least 18 years old if a resident of Mexico. To be eligible for the Tournament, you must have legal access to each of the following: (a) a Nintendo Switch system and Mario Kart 8 Deluxe game; (b) any Nintendo Switch Online membership, including trial membership for Nintendo Switch Online; and (c) have easy and regular access to a consistent, reliable high-speed Internet connection. All players 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 a Minor to participate in the Tournament, 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 with whom each are domiciled are not eligible to win any prizes.

Tournament Period:

- Tournament Day 1: January 21, 2022 from 12:00 PM to 6:00 PM
- Tournament Day 2: January 22, 2022 from 12:00 PM to 6:00 PM
- Tournament Day 3: January 23, 2022 from 12:00 PM to 6:00 PM
(All times in these Official Rules are Pacific Time.)

Tournament Details: To enter, you must participate in the Tournament in the Mario Kart 8 Deluxe game during the Tournament Period. To access the Tournament, select the following, in order, within the Mario Kart 8 Deluxe game: Online Play, Tournaments, Search by Code. Enter the following code to enter the in-game tournament.

- Tournament Day 1 ID: 5245-8261-0475
- Tournament Day 2 ID: 3254-0350-2123
- Tournament Day 3 ID: 1114-6044-3691

There will be eight (8) Tournament winners per Tournament Day, for a total of twenty-four (24) winners. Winners will be determined by the in-game ranking system that assigns points to players based on their ranking in each race they participate in for the Tournament. Each player may play up to 24 races on each Tournament Day during the Tournament Period. In the event of any ties, player(s) that received their final event point total first will be the potential winner(s).

Tournament Structure:

- Mode: 150cc Race
- Teams: No Teams
- Items: Normal Items
- COM: Normal COM
- Vehicles: All Vehicles

- Smart Steering: No Smart Steering
- Frequency: Fixed Period
- Race Count: 24 Races
- Group Shuffling: Every 4th Match
- Player Rating: Any Rating
- Public/Private: Code Required

Selection of Winners: On or about February 7, 2022, Sponsor will identify the top 8 players from each Tournament Day using the in-game leaderboard based on the number of points accumulated during that Tournament Day of the Tournament Period. The potential winners will be notified by the email associated with their Nintendo Account on or about February 7, 2022. To claim a prize, a potential winner (or if a Minor, his or her parent or legal guardian) must follow the instructions contained in the notification and respond within five (5) days. If a potential winner cannot be contacted, is ineligible or disqualified, or fails to timely return the completed and executed Release Forms as required by Sponsor, the winner's status may be forfeited and an alternate winner may, at Sponsor's discretion, be designated, provided sufficient time remains to verify an alternate winner; otherwise, prize will not be awarded. For clarity, the five-day notification period in this paragraph only applies to the first round of potential winners. If alternate winners are needed, Sponsor reserves the right to continue to contact alternate winners (e.g., the Tournament team with the next highest score), until the applicable number of winners are verified, provided enough time remains (at Sponsor's discretion) to verify such winners.

After 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. Winners from one (1) Tournament Day are not eligible to participate for a chance to win in an additional Tournament Day. If a player receives a prize and places in the top 8 on a subsequent Tournament Day, the next eligible player on the leaderboard will be declared a winner for that Tournament Day.

Prizes: 24 winners will each receive 2500 My Nintendo Gold Points (ARV \$25 US each).

Total ARV of all prizes: \$600 US.

Odds of winning a prize depend on number and skill of eligible players participating in the Tournament. No substitutions or exchanges (including for cash) of any prizes will be permitted, except that Sponsor reserves the right to substitute a prize of equal or greater value for any prize. Prizes may not be transferred to any other person. Limit one prize per person. All prizes are 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, STATE, PROVINCIAL AND LOCAL TAXES ASSOCIATED WITH THE RECEIPT OR USE OF ANY PRIZE ARE THE SOLE RESPONSIBILITY OF THE WINNER. A Nintendo Account is required to receive and redeem My Nintendo points. Terms apply (https://accounts.nintendo.com/term_point).

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 Nintendo Account holder of the username submitted at time of entry. The potential winner may be required to provide Sponsor with proof that the potential winner is the authorized account holder of the username associated with the winning entry.

Entrant's Personal Information: By participating in this Tournament, 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 U.S. residents is subject to Sponsor's privacy policy at <https://www.nintendo.com/privacy-policy/>. Information collected from Canadian residents is subject to Sponsor's privacy policy at https://www.nintendo.com/en_CA/privacy-policy/. Information collected from Mexican residents is subject to Sponsor's privacy policy at https://www.nintendo.com/es_LA/privacy-policy

License Grant: Sponsor and its agents may broadcast, stream, film, transmit, publicly display, record and/or take photographs during the Tournament, and may use the resulting footage, recordings or photographs for a range of

purposes, including, without limitation, for marketing and promoting Sponsor and its products and services. By participating in the Tournament, you (and if participant is a Minor, his or her parent or legal guardian) hereby consent to your being filmed, recorded, and photographed and having your gameplay recorded, broadcast or streamed during the Tournament, and grant Sponsor and those acting under its authority (and agrees to confirm that grant in writing) the royalty-free, perpetual, irrevocable right and license to publish, reproduce, perform, distribute, stream, adapt, edit, modify, translate, create derivative works based upon, and otherwise use and display any or all of the content and details of such participation, including, but not limited to your name, city and state/province of residence, likeness, Nintendo Account, Nintendo Network ID, Mii character, and prize information, and any of the film, photographs or recordings taken pursuant to this Section without further compensation, notice, review or approval, and without territorial, time, media or medium or other limitations, for Sponsor's marketing and promotional purposes or any and all other purposes, except where prohibited by law.

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 Régie only for the purpose of helping the parties reach a settlement.

Additional Terms and Conditions: The Tournament and these Official Rules will be governed, construed and interpreted under the laws of the State of Washington, USA. This Tournament is subject to all applicable federal, state, 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 reserves the right to amend these Official Rules and to suspend or cancel the Tournament, or any part thereof, or any player's participation therein, at any time and for any reason in its sole discretion, including, without limitation, if viruses, bugs, unauthorized human intervention or other causes beyond Sponsor's control affect the administration, security or proper execution of the Tournament or Sponsor otherwise becomes (as determined in the Sponsor's sole discretion) incapable of running the Tournament as planned. **THE DATES, TIMES, LOCATIONS, AND PRIZES ARE SUBJECT TO CHANGE, WITHOUT NOTICE, AT SPONSOR'S SOLE DISCRETION.** Sponsor will not be responsible for problems with the gaming or other Tournament equipment. Each player participating in the Tournament (and the parent and legal guardian of each, if a Minor) represents and warrants to Sponsor that (a) the player's participation in the Tournament will not reflect negatively on Sponsor, its brands, products or services, (b) the player will use a player name and/or team name that is appropriate for general audiences, (c) the player will behave in an appropriate and respectful manner towards other participants, spectators, press and any members of event staff, and (d) the player will not engage in unsportsmanlike conduct (e.g. excessive trash talking, disruptive behavior).

By entering the Tournament, you (and, if participant is a Minor, your parent or legal guardian) release Sponsor, its partners, and their respective officers, directors, employees, representatives and agents (collectively "Released Parties") 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 Tournament 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. Released Parties are not responsible for illegible, lost, late, damaged, destroyed, inaccurate, delayed, incomplete, unintelligible, non-delivered, misdirected, stolen entries or for incomplete, inaccurate, lost, interrupted or unavailable network, satellite, telephone networks or lines, cellular towers or equipment (including handsets), computer online systems, Internet connections, computer equipment, software, viruses or bugs, servers or providers, or other connections, availability or accessibility; or for unauthorized access to, or alteration of entries; or miscommunications, failed computer, telephone, cellular, satellite, or cable transmissions, lines or other technical failure; or for jumbled, scrambled, delayed, or misdirected transmissions, hardware or software malfunctions, failures or difficulties; or for any other errors of any kind, whether human, technical, mechanical, electronic or network, including, without limitation, any errors which may occur in connection with the administration of the Tournament or in any related materials; or for the incorrect or inaccurate capture of entry or other information, or the failure to capture any such information. Participants who violate or do not comply with these Official Rules, tamper with or abuse any aspect of the Tournament, or engage in any conduct that is detrimental or unfair to Sponsor, the Tournament, or any other Tournament participant (in each case as solely determined by Sponsor, in its sole discretion), are subject to disqualification from the Tournament, and Sponsor reserves the right to terminate such

participant's eligibility to participate in this or any other promotion offered by Sponsor. Entries or gameplay generated by robotic, programmed, script, macro or other automated means or by any means which subvert the entry or game play process, as solely determined by Sponsor, will be disqualified. Released Parties are not responsible for any injury, loss or damage of any kind resulting from an entrant's participation in this Tournament. Should any portion of the Tournament be, in Sponsor's sole opinion, compromised by virus, worms, bugs, non-authorized human intervention or other causes which, in the sole opinion of the Sponsor, corrupt or impair the administration, security, fairness or proper play, or submission of entries, Sponsor reserves the right at its sole discretion to modify, suspend or terminate the Tournament, and determine winners from all non-suspect, eligible player entries received prior to action taken or as otherwise deemed fair and appropriate by Sponsor.

Without limiting the release provided above, and for greater certainty, Released Parties will not be liable for (a) any incomplete or inaccurate information, whether caused by wireless device users or by any equipment or programming associated with or utilized in the Tournament, or by any technical or human error which may occur in the processing of entries; (b) the theft, destruction or unauthorized access to, or alteration of, entries; (c) any problems with or technical malfunctions of telephone networks or lines, online systems, servers or providers, equipment, software, viruses or bugs; (d) any failure of any message to be received by or from Sponsor for any reason including but not limited to traffic congestion on the Internet or wireless waves or at any website or combination thereof; or (e) damage to a player's or other person's system or equipment occasioned by participation in the Tournament. Without limiting the foregoing, to the maximum extent permitted by law, you (and if participant is a Minor, your parent or legal guardian) waives all rights you may have under California Civil Code Section 1542, which reads as follows: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the Release, which if known by him must have materially affected the settlement with the debtor." By participating in the Tournament, you (and if participant is a Minor, your parent or legal guardian) waives any and all rights to bring any claim or action related to your participation in the Tournament in any forum beyond one (1) year after the first occurrence of the kind of act, event, condition or omission upon which the claim or action is based. SOME JURISDICTIONS MAY NOT ALLOW LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS

As a condition of being awarded a prize, winners may be required to confirm the permissions granted in these Official Rules in writing and execute and deliver a written affidavit of eligibility, acceptance of these Official Rules, and tax forms, and winners will be required to execute and deliver a release of liability, a photo/video consent and publicity release, and other documentation. By entering the Tournament, 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: Mario Kart North American Open January 2022 Official Rules, Nintendo of America Inc., 4600 150th Ave NE, Redmond, WA 98052, USA. By entering the Tournament, entrants agree to be bound by these Official Rules and by the decisions of Sponsor, which are final and binding in all respects. The Tournament and all accompanying materials are Copyright © Nintendo. All rights reserved.