

JE T'AIME, NINTENDO SWITCH 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.

The *Je t'aime, Nintendo Switch* Contest (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 Quebec, province of Canada who are at least 13 years of age at the time of entry. Directors, officers and employees of Sponsor, and any of its respective affiliate companies, subsidiaries, agents, professional advisors, and advertising and promotional agencies, members of the Contest jury and persons with whom each are domiciled, including immediate family, are not eligible to win any prizes.

Contest Period: The entry period for the Contest ("Entry Period") begins Friday, February 1, 2019 at 12:00 pm and ends on Monday, February 18, 2019 at 11:59 pm (all times in these Official Rules are Eastern Time). All entries must be received by Sponsor during the Entry Period.

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

- (1) Tweet or post your artwork, photo or video explaining why you like the Nintendo Switch system. (the "Entry")
- (2) Use the following hashtags to denote your submission #JetaimeNintendoSwitch #ConcoursNintendo. You may add additional hashtags or tags after this language, but the provided hashtags must appear at the beginning of your post or tweet.

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 Instagram.
- Be safe. Do not engage in any dangerous activities to make your artwork. Do not harm (or pretend to harm) yourself or anyone else in your Entry.
- Your Entry must be an original, non-commercial work of your own creation. Do not submit professional content. You must (a) own the copyright to your Entry (including all components in your Entry) or (b) have sufficient rights to submit the Entry to this Contest and to grant permission to Sponsor to use the Entry, as described below.
- You may include Nintendo logos, brand names and products in your Entry. There may not be any recognizable third-party products, logos, signs, or brand names visible. Note that you are not required to include any Nintendo products in your Entry and doing so will not improve your chances of winning.
- Any statements, remarks, claims, or opinions contained or depicted in your Entry must express your honest views, opinions, findings, beliefs, and experiences.

Contest Rules: On or around Tuesday, February 19, 2019 a random draw will be held at the Nintendo of Canada head office to determine 25 finalists. One winner will be selected based on what the judges find, in their sole discretion, to be the most apt, original, and interesting Entry based on the following judging criteria (“Judging Criteria”):

- a) **Originality** – the overall creativity and originality of the Entry.
- b) **Spirit** – how well the Entry encompasses your enthusiasm for Nintendo Switch and the *Je t’aime, Nintendo Switch* theme.

The judging panel will assign points for each of the Judging Criteria. Each of the Judging Criteria will have the same maximum possible points that can be assigned by the panel, such that each of the Judging Criteria will be weighted equally. The sum of the points for each Entry will be the Entry’s total score for the Contest. In the unlikely event of a tie, the winner will be deemed to be the entrant with the highest number of points in the following judging criteria: Spirit: how well the Entry encompasses your enthusiasm for Nintendo Switch and the Contest theme. The potential winner will be notified by direct message on or about February 19th, 2019. Before being declared a prize winner, the selected entrant must first correctly answer without assistance of any kind, whether mechanical or otherwise, a time-limited mathematical skill-testing question to be administered either by telephone, email or direct message. To claim the prize, the potential winner must follow the instructions contained in the direct message notification and respond within two (2) days.

Prizes:

(a) There will be one (1) winner. The winner will be awarded one (1) *Je t’aime, Nintendo Switch* grand prize consisting of:

- (i) two (2) round-trip coach class airline tickets from a major commercial airport near the winner’s home to the metro New York City area for winner and a guest (the “Travel Guest”) (ARV \$815 CAD)
- (ii) ground transportation to and from airports at destination (New York City). (ARV \$135 CAD);
- (iii) two (2) nights lodging in a hotel chosen by Sponsor in New York City for winner and the Travel Guest (one standard room, double occupancy) (ARV \$950 CAD)
- (iv) \$55 per diem per person per day (ARV \$330 CAD)
- (v) one (1) \$500 CAD gift card to Nintendo New York, Nintendo’s flagship store located at 10 Rockefeller Plaza, New York, NY 10020, USA

Certain travel restrictions may apply. Travel arrangements are made by Sponsor. No prize substitutions, cash equivalent, or transfer of prizes permitted except at the sole discretion of Sponsor. Prize subject to availability and Sponsor reserves the right, at their sole discretion, to award a prize of greater or equal value if the advertised prize is unavailable. If the winner cannot travel on dates specified by Sponsor, the winner may be disqualified, and an alternate winner selected. All other costs not specifically stated herein, including, but not limited to, taxes, meals, tips and ground transportation, are the responsibility of the winner. Taxes are solely the responsibility of the winner. Tickets are subject to terms and conditions as specified by the issuer. Seat locations to be determined by Sponsor.

- Total value of the grand prize: \$2,730 CAD.

(b) Odds of winning a prize depend on number of eligible entries received. Prizes not claimed within two (2) days after delivery of notification may be forfeited and awarded to an alternate winner in Sponsor’s discretion. 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 household or address. 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, PROVINCIAL AND LOCAL

TAXES ASSOCIATED WITH THE RECEIPT OR USE OF ANY PRIZE ARE THE SOLE RESPONSIBILITY OF THE WINNER.

Condition of Travel: The airline(s), ground transportation (if applicable), airports, and hotel(s) will be chosen by Sponsor at Sponsor's sole discretion. Trip packages, dates and times of travel, and accommodations are subject to availability, and travel restrictions, conditions, and limitations may apply. Winner and his or her Travel Guest must travel together on the same trip itinerary, must travel by August 31, 2019, and are solely responsible for having any required travel-related documents (including valid government-issued photo identification and/or any required passport or visa) prior to departure and fulfilling all other travel and security requirements; or prize will be forfeited in its entirety and may be awarded to an alternate winner. Once the Travel Guest is determined, he/she cannot be changed without the express approval of Sponsor (which may be withheld for any reason). Sponsor will pay only the nightly rate and taxes for the hotel (all other incidental hotel expenses are the responsibility of the winner). Each winner is responsible for all expenses, incidental travel costs, and all other costs not expressly provided in the prize description set forth above, including, but not limited to, ground transportation, meals, incidentals, passport costs, visa fees, and entry/exit fees, taxes, insurance, and other expenses. If winner is a Minor, winner's Travel Guest must be the winner's parent or legal guardian and accompany Minor at all times. If a winner's Travel Guest is a Minor during any portion of the Trip, then the winner must be the parent or legal guardian of the Travel Guest and accompany Minor at all times. Sponsor will not be responsible if the winner or Travel Guest misses any portion of the trip for any reason. No insurance is provided as part of the trip, and obtaining any insurance (such as travel insurance, health, accident or medical insurance, or property loss or damage insurance) is the sole responsibility of the winner and his or her Travel Guest. The winner is responsible for the conduct and behavior of his or her Travel Guest, unless the winner is a Minor in which case the Travel Guest is the winner's parent or legal guardian, and the Travel Guest will be responsible for the winner's conduct and behavior. Sponsor will not replace any lost or stolen tickets, travel vouchers, or certificates.

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.

Sponsor's License to Use Entry: By entering this Contest and submitting your Entry, you hereby grant to Sponsor 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, or any portion thereof, in connection with the Contest and for any other advertising or promotional purpose, and to incorporate the Entry, 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 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 also agree to take, at Sponsor's expense, any further action (including, without limitation, execution of affidavits, licenses, and other documents) reasonably requested by Sponsor to effect, perfect, or confirm Sponsor's rights set forth above in these Official Rules, including this paragraph. You agree to waive any applicable moral rights in and to your Entry or image in favor of Sponsor. You will not be entitled to compensation for any use by Sponsor, or its agents, licensees or assignees, of 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.

Entrant's Personal Information: Information collected from each entrant is subject to Sponsor's privacy policy applicable to the entrant. Nintendo of Canada Online Privacy Policy at http://www.nintendo.com/corp/privacy_ca.jsp.

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 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 Instagram 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 Sponsor 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) the entrant's 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 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. 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: *Je t'aime, Nintendo Switch* 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 © 2019 by Nintendo. All rights reserved. This Contest is in no way sponsored, endorsed or administered by, or associated with Twitter or Instagram.