

# SHARE YOUR POKÉMON LOVE 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 Share Your Pokémon Love 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 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 Monday, February 5, 2018 at 12:00 pm and ends on Sunday, February 11, 2018 at 11:59 pm (all times in these Official Rules are Pacific 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. (If you are not a registered Twitter user, you can register for free at [www.twitter.com](http://www.twitter.com).) While you are logged in to your Twitter user account, you must do the following during the Entry Period:

- (1) Tweet why you love Pokémon games and tag the person with whom you would like to share your love for the games (the “Entry”)
- (2) Use the following hashtags at the beginning of your submission: #MyPokemonLove #NintendoContest.” You may add additional hashtags after this language, but the provided hashtags must appear in your 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.
- You may not include trademarks, logos, brand names, or products in your Entry, other than Nintendo trademarks, logos, brand names and products.
- You may not submit an entry using multiple accounts on Twitter.

**Contest Rules:** On or around Monday, February 12, 2018 a random draw will be done to determine one potential winner. The potential winner will be notified by direct message on or about February 12 and will be required to correctly answer a mathematical skill testing question before being determined a winner. 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 two prize packs – one prize pack for the winner and one prize pack for the person tagged in the winner’s Entry. Each prize pack includes the following:

- One (1) Pikachu Edition New Nintendo 2DS XL system: \$209.99
- Download code for one (1) Pokémon Crystal Version game: \$12.89
- One (1) Pokémon Ultra Sun game: \$49.99
- One (1) Pokémon Ultra Moon game: \$49.99

- Total ARV of each prize pack: \$322.86
- Total ARV: \$645.72

(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. 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.

**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 the Nintendo privacy policy applicable to the entrant. Nintendo of Canada Online Privacy Policy at [http://www.nintendo.com/corp/privacy\\_ca.jsp](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**

**and Twitter 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) 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: The Share Your Pokémon Love 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 © 2018 by Nintendo. All rights reserved. This Contest is in no way sponsored, endorsed or administered by, or associated with Twitter.