

MARIO KART NORTH AMERICAN OPEN 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 Mario Kart North American Open, referred to as Mario Kart NA Open in-game, (“Contest”) is sponsored by Nintendo of America Inc., 4600 150th Ave NE, Redmond, WA 98052, USA (“Sponsor”).

Eligibility: Contest is open only to individuals who are (1) legal residents of the 50 United States (including D.C.), Canada (including Quebec) 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 Contest, you must have legal access to each of the following: (a) a Nintendo Switch system and Mario Kart 8 Deluxe game; (b) a Nintendo Switch Online membership or free-trial; 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 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 with whom each are domiciled are not eligible to win any prizes.

Contest Period: The Contest runs from September 22, 2019 from 10:00 AM to 8:00 PM (all times in these Official Rules are Pacific Time).

Contest Details: To enter, you must play in the Contest in the Mario Kart 8 Deluxe game during the Contest Period. To access the Contest, within the Mario Kart 8 Deluxe game, select in the following order: Online Play, Tournaments, Search by Code. Enter the following code to enter the in-game tournament: 2093-5045-4827. There will be 8 Contest 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 Contest. The Contest will consist of up to 24 races during the Contest Period.

Contest Structure:

- Mode: 150cc Race
- Teams: No Teams
- Items: Normal Items
- COM: No 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: Public

Selection of Winners: On or about September 27, 2019, Sponsor will identify the top 8 players on the in-game leaderboard based on the number of points accumulated during the Contest Period. In the event of any ties, player(s) that received their final event point total first will be the potential winner(s). The potential winners will be notified by the email associated with their Nintendo Account on or about September 27, 2019. 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.

Prizes: 8 winners will each receive 2500 My Nintendo Gold Points (ARV \$25)

Total ARV of all prizes: \$200 US.

Odds of winning a prize depend on number and skill of eligible players participating in the Contest. 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.

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 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 U.S. residents is subject to Sponsor's privacy policy at <https://www.nintendo.com/corp/privacy.jsp>. Information collected from Canadian residents is subject to Sponsor's privacy policy at https://www.nintendo.com/corp/privacy_ca.jsp. Information collected from Mexican residents is subject to Sponsor's privacy policy at https://www.nintendo.com/es_LA/privacy-policy.

Additional Terms and Conditions: The Contest and these Official Rules will be governed, construed and interpreted under the laws of the State of Washington, USA. This Contest 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 or to terminate this Contest. **By entering the Contest, 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 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.**

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 Contest 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. People who tamper with or abuse any aspect of the Contest, as solely determined by Sponsor, will be disqualified, and Sponsor reserves the right to terminate such player'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 Contest. 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 Contest, 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 Contest.

Except where prohibited by law, entry into the Contest constitutes permission to use entrant's name, city and state/province of residence, likeness, Nintendo Account, Nintendo Network ID and prize information for any purpose without further permission or compensation, including, without limitation, for Sponsor's promotional purposes. Without limiting the foregoing, entrant understands and agrees that Sponsor may use (and may allow third parties to use) your Entry, including photos 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, winners may 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 winners 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.

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.

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.

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 8 Deluxe North American Open Official Rules, Nintendo of America Inc., 4600 150th Ave NE, Redmond, WA 98052, USA. 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.