

Mario Tennis Aces North American Open September 2020

I. OVERVIEW

- **Event:** Mario Tennis Aces North American Open September 2020 (the "Tournament")
- **Sponsor:** Nintendo of America Inc., 4600 150th Ave NE, Redmond, Washington 98052 ("Sponsor")
- **Date and Time:** Tournament will be held September 19, 2020. See timing in Section III below for more information.
- **Game:** Mario Tennis Aces
- **Platform:** Nintendo Switch

II. ELIGIBILITY

NO PURCHASE NECESSARY TO ENTER OR WIN; PURCHASE WILL NOT INCREASE ODDS OF WINNING. TO BE ELIGIBLE FOR THE TOURNAMENT, YOU MUST (1) BE A LEGAL RESIDENT OF THE 50 UNITED STATES (INCLUDING D.C.), CANADA (INCLUDING QUEBEC), OR MEXICO, AND BE LOCATED IN THOSE TERRITORIES WHILE PARTICIPATING IN THE TOURNAMENT; (2) BE 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; AND (3) HAVE LEGAL ACCESS TO EACH OF THE FOLLOWING BEFORE SEPTEMBER 19, 2020 AND DURING THE TOURNAMENT: (a) A NINTENDO SWITCH SYSTEM AND MARIO TENNIS ACES GAME, (b) A NINTENDO SWITCH ONLINE MEMBERSHIP, AND (c) HAVE EASY AND REGULAR ACCESS TO A CONSISTENT, RELIABLE HIGH-SPEED INTERNET CONNECTION. Employees, officers, directors, and agents of Sponsor and Battlefy, Inc. ("Battlefy"), together with their respective parent companies, affiliates, subsidiaries, advertising, and fulfillment agencies (together "Related Parties"), and their immediate family members and persons living in their same household are not eligible to participate in the Tournament or to win any prize. All players (or if player is under the age of 18 or under the legal age of majority in the player's state or province of residence ("Minor"), player's parent or legal guardian) must complete the online registration process to enter the Tournament. All players must agree to and comply with these Official Rules, and any other Tournament rules and restrictions provided by Sponsor. Participation in the Tournament constitutes player's full and unconditional agreement to and acceptance of these Official Rules. A player's failure to comply with such rules may lead to his/her disqualification from the Tournament in the sole direction of the Sponsor. By permitting a Minor to participate in the Tournament such Minor's present 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 and the Release Forms (defined below) on behalf of both the parent or legal guardian and the Minor. Any Minor must have a parent or legal guardian present with them at any time they are participating in the Final Event (including during wait times and when the Minor competes). Void where prohibited by law. All federal, state, provincial and local laws and regulations apply.

III. TOURNAMENT DETAILS

A. Tournament Dates:

- The registration period is August 31, 2020 at 9:00 AM PT through September 19, 2020 at 10:00 AM PT.
- Tournament will be held on September 19, 2020

B. **Tournament Time:** Tournament will be held at 10:00 AM PT on September 19, 2020.

C. **Tournament Structure:** See Exhibit A for details on the Tournament structure.

D. **Tournament Registration:**

- i. **Registration Period:** To participate in the Tournament you must register during the registration period indicated above.
- ii. **Individual Registration:** All players must register through Battlefy for the Tournament during the applicable registration period to participate in the Tournament. Visit battlefy.com/mario-tennis-aces and follow the links and instructions to complete and submit the registration form, which may include, among other things, your full first and last name, home address (no P.O. Boxes), phone number, date of birth, email address, in-game name, 12-digit Nintendo Switch Friend Code, Nintendo Account user ID and Nintendo Switch support ID number.
- iii. **Limits:** Each entrant may only enter the Tournament once. Multiple entrants are not permitted to share the same email address or Nintendo Account user ID. If a player is found to have registered more than once, they will be disqualified by Tournament administrators. Use of any robots or other systems to automate participation, or otherwise participate unfairly, is prohibited and may result in disqualification in Sponsor's discretion. In the event of a dispute as to any registration, the authorized account holder of the email address or Nintendo Account user ID used to register will be deemed to be the entrant. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address.
- iv. **Tournament Check-In:** For each bracket match, players will be required to check-in to the match within 10 minutes of being assigned an opponent. If your opponent has to wait more than 10 minutes for you to check-in to the match after they have checked-in, you will be given a match loss by Tournament administrators. If neither player has checked into a match within 15 minutes after the match has been generated, both players will be disqualified and/or given match losses at the discretion of the Tournament administrators. Support must also be contacted in case of delays during a match. If a match has not been completed 25 minutes after the round has opened and no contact with support has been made by either player, both will be disqualified subject to the discretion of the Tournament administrators. During ladder play, each player must be in the support chat located at this link: <https://discord.gg/h6wt2ew>.
- v. **Hosting:** The player on the left side of the Match screen on Battlefy's website will host the match. The host must be a player who is participating in the match except during broadcast or recorded matches which will be hosted by Battlefy. Players must become friends with one another by adding each other's Friend Codes and accepting the friend request. The list of Friend Codes for each player will be located on the match page viewable from the Battlefy tournament bracket or the player guide viewable from any page on the tournament. The host for each match will create a Room in the Solo section of Online Play in Free Play, then Invite the opponent to join the Room.
- vi. **Reporting Scores:** The winner of the match is responsible for reporting the score on the corresponding match page viewable from the Battlefy bracket once a match is complete. It is advised that the winning player should verify the results in case of a mistake in the score reporting process. Using the "Capture" button on the controller, each player should take a screenshot and/or video of the victory screen for each game in the match in case of a dispute on the reporting. If you have any problems, please request help from a Tournament administrator via the "Report Match Issue" button located on each Battlefy match page.
- vii. **Disconnection:** If a player disconnects during a game after at least 1 minute has transpired or 3 points have been scored, the player forfeits the match. In the event of a dispute, the player that experiences the disconnection is responsible for providing video evidence of the disconnection via the Nintendo Switch Capture feature.

IV. PRIZING AND APPROXIMATE RETAIL VALUE ("ARV")

A. Tournament Prizes:

- i. **Prize:** There will be eight (8) Tournament winners. Each eligible winner will receive 2500 My Nintendo Gold Points (ARV \$25 US);
 - ii. **Total ARV for all prizes:** \$200 US
 - iii. **Winner Notification for Tournament prize:** The potential winners will be notified via email approximately two (2) to ten (10) days following Tournament using the contact information provided upon registration. 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 two (2) days. If a potential prize winner does not claim the prize within such period of time, such winner's prize may be forfeited and awarded to an alternate winner (e.g., the Tournament player with the next highest score), at Sponsor's discretion, provided sufficient time remains to verify an alternate winner; otherwise, prize will not be awarded.
- B. In General:** This is a skill-based competition. Odds of winning depend on number and quality of eligible players participating in the Tournament. No alternative prize, cash, or other substitution shall be permitted, but Sponsor reserves the right to substitute any prize with a prize of equal or greater value. Arrangements for the fulfillment of the prize will be made by Sponsor. Prizes are non-transferable. The prizes will be 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, and/or local taxes applicable to the prize shall be solely the responsibility of the winners. Prizes will be delivered as soon as practicable by Sponsor upon verification/confirmation of the winners. Prizes won by a Minor will be awarded to a parent or legal guardian on the Minor's behalf.

V. LICENSE GRANT

Sponsor, Battlefy and their 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, Battlefy and their respective products and services. By participating in the Tournament, player (and if such player is a Minor, his or her parent or legal guardian) hereby consents to being filmed, recorded, photographed and having his or her gameplay recorded, broadcast or streamed during the Tournament, and grants Sponsor, Battlefy and those acting under their 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 without additional compensation, including player's name, player name, Mii character, photograph, voice and/or likeness, and any of the film, photographs or recordings taken pursuant to this Section VI without further notice, review or approval, without territorial, time, media or medium or other limitations, for any and all purposes, including, but not limited to, marketing and advertising purposes, except where prohibited by law.

VI. RELEASE AND LIMITATIONS ON LIABILITY

BY PARTICIPATING IN THE TOURNAMENT, PLAYER (AND, IF PLAYER IS A MINOR, HIS OR HER PARENT OR LEGAL GUARDIAN) AGREES THAT HE/SHE VOLUNTARILY ASSUMES AND ACCEPTS ANY AND ALL RISKS RELATED TO HIS/HER PARTICIPATION IN THE TOURNAMENT AND RELEASES THE RELEASED PARTIES (DEFINED BELOW) FROM AND HEREBY WAIVES, ANY AND ALL CLAIMS RELATED TO THE TOURNAMENT, INCLUDING BUT NOT LIMITED TO, ANY DANGERS, HARM, INJURIES AND/OR LOSSES THAT MAY OCCUR TO PLAYER AND/OR HIS/HER PROPERTY DURING SUCH PARTICIPATION WHETHER UNDER A THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY OR OTHER THEORY.

PLAYER (AND IF PLAYER IS A MINOR, PLAYER'S PARENT OR LEGAL GUARDIAN) FURTHER AGREES THAT UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, SHALL SPONSOR OR ANY OF ITS RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS, SUCCESSORS, AND ASSIGNS OR ANY OF THE RELATED PARTIES (THE "RELEASED PARTIES") BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING ANY INJURIES, LOSSES OR DAMAGES OF ANY

KIND TO PERSONS, INCLUDING DEATH, OR PROPERTY, ARISING IN WHOLE OR IN PART, OUT OF ANY OF THE FOLLOWING, EVEN IF ANY OR ALL OF THE RELEASED PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES: PLAYER'S PARTICIPATION IN THE TOURNAMENT OR ANY RELATED ACTIVITY; PLAYER'S ACCEPTANCE, POSSESSION, MISUSE OR USE OF ANY PRIZE; ACCESS TO OR USE OF ANY WEBSITE ASSOCIATED WITH THE TOURNAMENT; OR FOR ANY PRINTING, PRODUCTION, TYPOGRAPHICAL, HUMAN OR OTHER ERROR IN THE ADVERTISING, OFFERING OR ANNOUNCEMENT OF ANY PRIZE. WITHOUT LIMITING THE FOREGOING, EVERYTHING ON ANY WEBSITE ASSOCIATED WITH THE TOURNAMENT IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

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, computer 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. Released Parties are not responsible for injury or damage to player's or to any other person's computer related to or resulting from participating in the Tournament or downloading materials from any related websites. 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, computer online systems, servers or providers, computer 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, each player (and if player is a Minor, player's parent or legal guardian) waives all rights he or she 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, player (and if player is a Minor, player's parent or legal guardian) waives any and all rights to bring any claim or action related to his/her 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.

VII. GENERAL TERMS AND CONDITIONS

The Tournament and these Official Rules shall be governed, construed and interpreted under the laws of the State of Washington, U.S.A. Players agree to be bound by these Official Rules and by the decisions

of Sponsor, which are final and binding in all respects. Sponsor reserves the right to change these Official Rules at any time, in its sole discretion, and to suspend or cancel the Tournament, or any part thereof, or any player's participation therein, for any reason, 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. In the event of the ROM freezing or other equipment, hardware or software failure during one of the Tournament games/rounds, Sponsor may take whatever action it determines necessary or desirable (in the sole discretion of the Sponsor) to correct or remedy the failure or impact thereof, including but not limited to switching to a different system on-stage and/or restarting the game/rounds with the same or similar settings.

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.

Each player participating in the Tournament (and the parent and legal guardian of each, if a Minor) represents and warrants to Sponsor that the player's participation in the Tournament will not reflect negatively on Sponsor, its brands, products or services. All players (and if player is a Minor, player's parent or legal guardian) agree to behave in an appropriate and respectful manner towards other participants, spectators, press and any members of event staff. Unsportsmanlike conduct (e.g. excessive trash talking, disruptive behavior) may result in an immediate disqualification from the Tournament, in the sole discretion of the Sponsor.

Players who violate these Official Rules, tamper with the operation of a Tournament or engage in any conduct that is detrimental or unfair to Sponsor, the Tournament or any other player (in each case as determined in the Sponsor's sole discretion) are subject to disqualification from the Tournament. Sponsor reserves the right to disqualify persons whose eligibility is in question, who do not comply with these Official Rules, who are otherwise ineligible to participate in the Tournament, or for any other reason determined in the Sponsor's sole discretion. Persons who tamper with or abuse any aspect of the Tournament or related websites, as solely determined by the 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 generated by robotic, programmed, script, macro or other automated means or by any means which subvert the entry process will be disqualified. 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.

All players, including winners, may be required to sign and return releases, tax forms or other documents requested by Sponsor (collectively, the "Release Forms"). If a potential winner is not present or otherwise cannot be contacted, is ineligible or disqualified, or fails to timely return the completed and executed agreements 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.

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.

Nintendo is the sole sponsor of the Tournament. If you have any questions about these Official Rules or the Tournament, please send them to: Nintendo of America Inc., 4600 150th Ave NE, Redmond, WA 98052. Attn: Mario Tennis Aces North American Open September 2020.

VIII. 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.

IX. PRIVACY

By participating in the Tournament, you acknowledge and agree that Sponsor and Battlefy 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.

X. WINNERS LIST AND OFFICIAL RULES

A winners list will be available to view at www.events.nintendo.com at the conclusion of the Tournament. You may also request a copy of the winners list or these Official Rules by writing to Nintendo at the address provided above.

XI. COPYRIGHT AND TRADEMARK NOTICE

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EXHIBIT A TOURNAMENT STRUCTURE

Tournament: September 19, 2020

- **Time:** 10:00 AM PT
- **Format:** One-on-One (1 player vs. 1 player), Best-of-3, Single Elimination
 - All players who check-in will be seeded into a bracket pool at the discretion of the Tournament organizers. The number of bracket pools will depend on the number of players who check-in for the Tournament.
- **Rules:**
 - Players will play up to three (3) games to determine the winner of the match.
 - Players will report their score to Battlefy as described in these Official Rules.
 - In the event of a tie in a single game, the winner will be determined by in-game decision.
 - If an in-game decision is not conclusive, Battlefy will moderate a rematch.
 - If there is a dispute, Battlefy will moderate and if Battlefy determines that the result is still unclear, Battlefy will moderate a rematch.
 - Characters: All characters allowed
 - Match Type: Singles Only
 - COM Difficulty: NA
 - Play Style: Standard
 - Play Time: Quick Play
 - Court: All
 - Marina Stadium (Night)
 - Marina Stadium (All)
 - KO Loss: No
 - Service: Random
 - Games: Best 2 of 3 rounds determines winner of a match
- **Results:**
 - After play, the top 8 remaining players will be the Tournament winners and will be eligible for the Tournament Prize. The bracket will be posted by Battlefy at battlefy.com/mario-tennis-aces.