

Splatoon 3 Turf War December 2022

I. OVERVIEW

- **Event:** Splatoon 3 Turf War December 2022 (the "Tournament")
- **Sponsor:** Nintendo of America Inc., 4600 150th Ave NE, Redmond, Washington 98052 ("Sponsor")
- **Date and Time:** Tournament will be held December 30, 2022. See timing in Section III below for more information.
- **Game:** Splatoon 3
- **Platform:** Nintendo Switch
- **Teams:** The Tournament is a team competition and participants must form a team of four people to compete and up to one optional alternate player (a "Team"), as described in Section 4 below. Each player may only be on one Team.

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, 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 DURING THE TOURNAMENT: (a) A NINTENDO SWITCH SYSTEM AND SPLATOON 3 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. 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. Void where prohibited by law. All federal, state, provisional and local laws and regulations apply.

III. TOURNAMENT DETAILS

A. Tournament Dates:

- The registration period is December 19, 2022 at 9:00 AM PT through December 30, 2022 at 10:00 AM PT.
- The tournament will be held on December 30, 2022.

B. Tournament Time:

- The tournament will be held from 10:00 AM PT to 2:00 PM PT on December 30, 2022.

C. Tournament Registration:

- i. Registration Period: To participate in the Tournament you must register during the registration period indicated above.

- ii. Individual Registration: During the Registration Period, all players must register through Battlefy to participate. Visit battlefy.com/splatoon3 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. Each member of a Team must register to join the Team through battlefy.com and must agree to the Official Rules.
- iii. Teams: Each Team will consist of 4 players and up to one optional alternate player. The alternate, if any, must be identified during the Registration Period before the start of the Tournament. Alternates may be swapped in-between games but must be in the game before the game begins. The Team captain ("Captain") must register a Team via Battlefy and invite the other Team members to join the Team through Battlefy prior to the Qualifiers. Captain must provide accurate Nintendo Switch Friend Code and other information requested by Battlefy
- iv. Limits: Each player may only be on one Team. Multiple entrants are not permitted to share the same email address or Nintendo Account user ID. Use of any robots or other system 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 STRUCTURE, WINNERS, AND SCORING

A. Tournament (December 30, 2022)

- **Structure**: One-on-One (1 Team vs. 1 Team), Best-of-3, Ladder
 - o All eligible Teams that register for the Tournament may participate in the ladder during which the Teams may queue for a match at any time during the four (4) hour open play period.
 - o Teams will be ranked depending on their placement in the ladder. The eight (8) highest ranking Teams will be potential prize winners.
 - o A minimum number of five (5) matches ("Minimum Match Threshold") must be played by a Team for their leaderboard entry to be valid. Each match will be best of 3 games. If less than eight (8) Teams play five (5) matches, then the Minimum Match Threshold will drop as needed to reach eight (8) Teams, provided that:
 - Teams with a minimum of five (5) matches played will be placed higher on the leaderboard than those with less than five (5) matches played even if those that played less matches have a higher win-loss differential.
 - For Teams that play under five (5) matches, Teams that have played more matches will be placed higher on the leaderboard than those that have played less matches even if those that played less matches have a higher win-loss differential.
 - o Matchmaking in the ladder will preferentially select Teams with similar scores in the current play period.
 - o Leaderboard placement is based on win-loss differential, where one match win equates to +1 points and one match loss equates to -1 points.
 - o Ties on the leaderboard will be broken in the following order:
 - If the win-loss differential is tied, the Team with the most matches played will receive the higher ranking on the leaderboard
 - If the Teams have the same number of matches played, the Team with the highest amount of game wins will receive the higher ranking on the leaderboard
 - If the Teams have the same amount of matches played and game wins, the Team with the lowest amount of game losses will receive the higher ranking on the leaderboard.

- o Teams will report their score to Battlefy as described in these Official Rules.
 - o In the event of a tie in a single game, the winning team will be determined by in-game decision.
 - o If there is a dispute, Battlefy will moderate and if Battlefy determines that the result is still unclear, Battlefy will moderate a rematch.
1. **Required Gameplay and Settings:** Once the two designated Teams are in the Private Battle room, the host must select the appropriate mode with the following settings:
 - **Mode:** Turf War
 - **Stage:** Stages will be set to random
 - **Weapons/Gear:** Anything player has unlocked may be used, except that Splafest Tees are not allowed to be worn. Any player wearing a Splafest Tee may result in an automatic loss for their Team in Sponsor's discretion.
 - **Recon:** OFF
 - **More Settings:** The host must press X Button for more settings, and then set the following settings:
 - **Primary Gear Abilities Only:** OFF
 2. **Reporting Scores:** Each Captain is responsible for reporting the score on the corresponding match page accessible from the Battlefy bracket once a match is complete. It is advised that the winning Team should report the score. Using the Capture button on the controller, each Captain or a designated member of his or her Team should take screen shots and/or video of the victory screen 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 on Battlefy or via the Tournament chat.
 3. **Disconnection:** If a player disconnects during a game after at least 5 seconds have transpired, the Team must finish the game without that player. If a disconnection occurs in the first 5 seconds of a match, the match must be restarted. In the event of a dispute, the team that experiences the disconnection is responsible for providing video evidence of the disconnection via the Nintendo Switch Capture feature.
 4. **Match Support:** If a match has not started within 10 minutes after the round has opened, the Captain is expected to contact support at this link: <https://discord.gg/jquWdGR>. Support must also be contacted in case of delays during a match. If four players on a Team are not available to play within 10 minutes of when a match is scheduled to start, that Team will be subject to disqualification in Sponsor's discretion.
 5. **Tournament Master:** Sponsor will designate a Tournament Master ("Tournament Master") before the start of the tournament. All instructions and decision by the Tournament Master are final and binding and may not be appealed.
 6. **Verification:** Your Team will not be eligible for the tournament prize until you are verified by Sponsor, you complete and return any Release Forms requested by Sponsor, if any, and you follow the instructions contained in the notification received by Sponsor.

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

A. Tournament Prizes:

Prize:

- i. There will be a total of one (1) Grand Prize package that the highest placing Team on the leaderboard will be eligible to receive. Each member of the Grand Prize winning team will receive:
 - a. Splatoon 3 Turf War December 2022 Trophy (ARV \$150)
 - b. 10,000 My Nintendo Gold Points (ARV \$100)
 - c. Splatoon 3 hip pack (ARV \$30 USD)
 - d. Splatoon 3 pin set (ARV \$20 USD)
 - e. Splatoon 3 tech decals (ARV \$10 USD)
 - f. **Total ARV for each Grand Prize: \$310 USD**

- ii. There will be a total of one (1) First Prize package that the Team placing 2nd on the leaderboard will be eligible to receive. Each member of the First Prize winning team will receive:
 - a. 7,500 My Nintendo Gold Points (ARV \$75)
 - b. Splatoon 3 hip pack (ARV \$30 USD)
 - c. Splatoon 3 pin set (ARV \$20 USD)
 - d. Splatoon 3 tech decals (ARV \$10 USD)
 - e. **Total ARV for each First Prize: \$135 USD**
- iii. There will be a total of two (2) Second Prize packages that the Teams placing 3rd and 4th on the leaderboard will be eligible to receive. Each member of the Second Prize winning teams will each receive
 - a. 5000 My Nintendo Gold Points (ARV \$50 USD)
 - b. Splatoon 3 pin set (ARV \$20 USD)
 - c. Splatoon 3 tech decals (ARV \$10 USD)
 - d. **Total ARV for each Second Prize: \$80 USD**
- iv. **Total ARV for all prizes: \$2,420 - \$3,025 US**
- v. **Winner Notification for Tournament prize:** The potential winners will be notified via email approximately 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 five (5) 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) or prize will not be awarded at Sponsor's discretion. If a player is disqualified, all Team members may also be disqualified at Sponsor's discretion.

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.

VI. 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.

VII. 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.

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/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/.

X. 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 (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).

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 cannot be contacted, is ineligible or disqualified, or fails to timely return the completed and executed agreements as required by Sponsor, the winner and the winner's team'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: Splatton 3 Turf War December 2022.

XI. WINNERS LIST AND OFFICIAL RULES

A winners list will be available to view at www.battlefy.com/splatton3 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.

XII. COPYRIGHT AND TRADEMARK NOTICE

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