

NintendoVS US Fall Open 2021

I. OVERVIEW

- **Event:** NintendoVS US Fall Open 2021 (the “Tournament”)
- **Sponsor:** Nintendo of America Inc., 4600 150th Ave NE, Redmond, Washington 98052 (“Sponsor”)
- **Date:** There will be two Tournament events (each an “Event”) held on the below dates:
 - Tournament Event #1 will be held October 15, 2021 through October 16, 2021 (“Event #1”)
 - Tournament Event #2 will be held October 29, 2021 through October 30, 2021 (“Event #2”)
- **Game:** Super Smash Bros. Ultimate
- **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.), AND BE LOCATED IN THOSE TERRITORIES WHILE PARTICIPATING IN THE TOURNAMENT; (2) BE AT LEAST 13 YEARS OLD AT THE TIME OF ENTRY; AND (3) HAVE LEGAL ACCESS TO EACH OF THE FOLLOWING BEFORE OCTOBER 15, 2021 FOR EVENT #1, AND OCTOBER 29, 2021 FOR EVENT #2, AND DURING THE TOURNAMENT: (a) A NINTENDO SWITCH SYSTEM AND SUPER SMASH BROS. ULTIMATE 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. Void where prohibited by law. All federal, state, and local laws and regulations apply.

III. TOURNAMENT DETAILS

A. Tournament Dates and Times:

- i. Tournament Event #1 will be held October 15, 2021 through October 16, 2021
 - i. For Region 1, Region 2, Region 3, and Region 4:
 1. Regional Ladder Round will be held from 6:00 PM PT through approximately 9:00 PM PT on October 15, 2021
 2. Bracket Round will be held 12:00 PM PT through approximately 3:00 PM PT on October 16, 2021
 3. Final Round will be held 6:00 PM PT through approximately 7:00 PM PT on October 16, 2021.
 - ii. For Region 5, Region 6, Region 7, and Region 8:

1. Regional Ladder Round will be held from 3:00 PM PT through approximately 6:00 PM PT on October 15, 2021
 2. Bracket Round will be held 11:00 AM PT through approximately 2:00 PM PT on October 16, 2021
 3. Final Round will be held from 4:00 PM PT through approximately 5:00 PM PT on October 16, 2021
- ii. Tournament Event #2 will be held October 29, 2021 through October 30, 2021
 - i. For Region 1, Region 2, Region 3, and Region 4:
 1. Regional Ladder Round will be held from 6:00 PM PT through approximately 9:00 PM PT on October 29, 2021
 2. Bracket Round will be held 12:00 PM PT through approximately 3:00 PM PT on October 30, 2021
 3. Final Round will be held 6:00 PM PT through approximately 7:00 PM PT on October 30, 2021
 - ii. For Region 5, Region 6, Region 7, and Region 8:
 1. Regional Ladder Round will be held from 3:00 PM PT through approximately 6:00 PM PT on October 29, 2021
 2. Bracket Round will be held 11:00 AM PT through approximately 2:00 PM PT on October 30, 2021
 3. Final Round will be held from 4:00 PM PT through approximately 5:00 PM PT on October 30, 2021
 - iii. The registration period for all regions begins September 27, 2021, at approximately 9:00 AM PT. Registration for Event #1 for all regions ends on October 15, 2021, at approximately 3:00 PM PT. Registration for Event #2 for all regions ends on October 29, 2021, at approximately 3:00 PM PT. Regions are assigned during the registration process.
- B. **Tournament Structure:** See Exhibit A for details on the Tournament structure. You may only participate in the Tournament for your region. Region breakdown will be located at battlefy.com/supersmashbros2021/.
- C. **Tournament Registration:**
- i. **Registration Period:** To participate in the Tournament you must register during the registration period for your region indicated above.
 - ii. **Individual Registration:** All players must register through Battlefy for the Tournament for the region in which they are a resident during the applicable registration period to participate in the Tournament. Visit battlefy.com/supersmashbros2021/ 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 for their region 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 in multiple regions, 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 match, players will be required to check-in within 5 minutes of being assigned an opponent. For each bracket match, players will be required to check-in to the match within 10 minutes of being assigned an opponent. If you do not check-in for your match within the specified time, the match will be cancelled, allowing the opponent to find a new match. 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/RAu5NnEwKZ>.
- 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. The host for each match will create a Battle Arena and the opponent participating in the match will join the Battle Arena. The host will communicate the Battle Arena ID and password to their opponent via the Battlefy Private Chat located on the match page accessible from the Battlefy Tournament bracket or the player guide available from Battlefy's website for the Tournament. The host is encouraged to create a password for the room and share with opposing player to limit non-participants from accidentally joining, but this is not required.
- vi. **Reporting Scores:** The winner of the match 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 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 they have been KO'd once, 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:** There will be a total of thirty-two (32) prize winners in the Tournament (sixteen (16) prize winners for each Event).
 - a. **Grand Prize:** There will be four (4) Grand Prize for Event #1 and four (4) Grand Prize winners for Event #2. Each Grand Prize winner will receive:
 - i. Gaming Chair (ARV \$359)
 - ii. Gaming Headset (ARV \$190)
 - iii. NintendoVS US Fall Open 2021 Trophy (ARV \$150)
 - iv. 10,000 My Nintendo Gold Points (ARV \$100)
 - v. Super Smash Bros. Ultimate Jacket (ARV \$75)
 - vi. Backpack (ARV \$50)

- vii. Nintendo Switch Carrying Case (ARV \$20)
- viii. Super Smash Bros. Ultimate Pin Set (ARV \$10)
- ix. NintendoVS Badge (ARV \$5)
- x. NintendoVS Lanyard (ARV \$5)
- xi. Total ARV for each Grand Prize: \$964.00 US**

- b. **First Prize:** There will be four (4) First Prize winners from Event #1 and four (4) First Prize winners from Event #2. Each First Prize winner will receive
 - i. 7,500 My Nintendo Gold Points (ARV \$75)
 - ii. Nintendo Switch Carrying Case (ARV \$20)
 - iii. Super Smash Bros. Ultimate Pin Set (ARV \$10)
 - iv. NintendoVS Badge (ARV \$5)
 - v. NintendoVS Lanyard (ARV \$5)
 - vi. Total ARV for each First Prize: \$115.00 US**

- c. **Second Prize:** There will be eight (8) First Prize winners from Event #1 and eight (8) First Prize winners from Event #2. Each Second Prize winner will receive:
 - i. 5000 My Nintendo Gold Points (ARV \$50)
 - ii. Nintendo Switch Carrying Case (ARV \$20)
 - iii. Super Smash Bros. Ultimate Pin Set (ARV \$10)
 - iv. NintendoVS Badge (ARV \$5)
 - v. NintendoVS Lanyard (ARV \$5)
 - vi. Total ARV for each Second Prize: \$90.00 US**

- d. **Total ARV for all prizes: \$10,072.00 US**

B. Winner Notification for Tournament prize: The potential winners will be notified via email approximately five (5) 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 winner cannot be contacted, is ineligible or disqualified, or fails to timely return the completed and executed Release Forms 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. For clarity, the five-day notification period in this paragraph only applies to the first round of potential winners. If alternate winners are needed, Sponsor reserves the right to continue to contact alternate winners (e.g., the Tournament team with the next highest score), until the applicable number of winners are verified, provided enough time remains (at Sponsor's discretion) to verify such winners. In such an event, players will be ranked in the following order.

- a. The player who advanced the furthest in the tournament bracket will receive a higher ranking
- b. If players advanced to the same point in the tournament, the player with the highest win-loss differential will receive a higher ranking
- c. If the win-loss differential is tied, the player with the highest amount of game wins will receive the higher ranking
- d. If the players have the same amount of game wins, the player with the lowest amount of game losses will receive the higher ranking
- e. If there are players that have the same amount of game losses, Battlefy will moderate a single game between those two players and the winner of the game will be placed higher on the leaderboard. If there are more than two players that have the same amount of

game losses, Battlefy will moderate a round robin to determine placement on the leaderboard.

Players may participate in each both Event #1 and Event #2, but are limited to one (1) prize total. If a player qualifies for a prize in more than one Event, the player will maintain their ranking on the leaderboards for both Events, but is only be eligible to win a prize in their highest-ranking placement and will not be considered a winner of or, eligible for prizes in, the other Event despite where the player appears in the rankings. The final list of potential prize winners for this Tournament will not be determined until the conclusion of Event #2 on or around October 30, 2021.

- C. **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 will be delivered within sixteen (16) weeks of tournament completion. Prizes won by a Minor will be awarded to a parent or legal guardian on the Minor's behalf. A Nintendo Account is required to receive and redeem My Nintendo points. Terms apply (https://accounts.nintendo.com/term_point).

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 handle, Nintendo Account, Nintendo Network ID, Mii character, photograph, voice and/or likeness, and any of the film, photographs or recordings taken pursuant to this Section V 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.

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 Release Forms 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: NintendoVS US Fall Open 2021.

VIII.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/>

IX. WINNERS LIST AND OFFICIAL RULES

You may also request a copy of the winners list or these Official Rules by writing to Nintendo at the address provided above.

X. COPYRIGHT AND TRADEMARK NOTICE

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EXHIBIT A TOURNAMENT STRUCTURE

EVENT #1

Group A: Region 1, Region 2, Region 3, and Region 4

Group B: Region 5, Region 6, Region 7, and Region 8

Regional Ladder Round: October 15, 2021

- **Time:** Group A will begin at 6:00 PM PT on October 15, 2021, and Group B will begin at 3:00 PM PT on October 15, 2021.
- **Format:** One-on-One (1 player vs. 1 player), Best-of-3, Ladder
 - All players who register for the ladder will be eligible to queue for a match at any time during the three (3) hour open play period
 - A minimum number of eight (8) matches (“Minimum Match Threshold”) must be played by a player for their leaderboard entry to be valid. If less than thirty-two (32) players from a region play eight (8) matches, then the Minimum Match Threshold for that region will drop as needed to reach thirty-two (32) players from that region, provided that:
 - Players with a minimum of (8) matches played will be placed higher on the leaderboard than those with less than eight (8) matches played even if those that played less matches have a higher win-loss differential.
 - For players that play under eight (8) matches, players 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.
 - Matchmaking in the ladder will preferentially select players with similar scores in the current play period
 - Leaderboard placement is based on win-loss differential, where one match win equates to +1 points and one match loss equates to -1 points.
 - Ties on the leaderboard will be broken in the following way:
 - If the win-loss differential is tied, the player with the most matches played will receive the higher ranking on the leaderboard
 - If the players have the same amount of matches played, the player with the highest amount of game wins will receive the higher ranking on the leaderboard
 - If the players have the same amount of game wins, the player with the lowest amount of game losses will receive the higher ranking on the leaderboard
 - If there are two players that have the same amount of game losses, Battlefy will moderate a single game between those two players and the winner of the game will be placed higher on the leaderboard. If there are more than two players that have the same amount of game losses, Battlefy will moderate a round robin to determine placement on the leaderboard.
- **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, play will continue in sudden death until a winner is determined.
 - If sudden death is not an option, 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.
 - Style: Stock
 - Stock: 3
 - Time Limit: 7:00
 - FS Meter: Off
 - Spirits: Off
 - CPU Lv.: N/A

- Damage Handicap: Off
 - Stage Selection: Random
 - Items: Off
 - Random Stage Selection:
 - Battlefield
 - Small Battlefield
 - Final Destination
 - Yoshi's Story
 - Pokémon Stadium 2
 - Smashville
 - Kalos Pokémon League
 - Town & City
 - First to: 1 Win
 - Stage Morph: Off
 - Stage Hazards: Off
 - Team Attack: Off
 - Launch Rate: 1.0x
 - Underdog Boost: Off
 - Pausing: On
 - Score Display: Off
 - % Show Damage: Yes
- Results:
 - After play, the top 32 players from each region will move on to the Bracket Round where they will compete to advance in the competition. Players who did not place within the top 32 on their region's leaderboard will be eliminated from the Tournament. The bracket will be posted by Battlefy at battlefy.com/supersmashbros2021/.

Bracket Round: October 16, 2021

- **Structure:** The top 32 players from each region will be eligible to participate in the Bracket Round and will be placed in a double elimination bracket for their region posted by Battlefy at battlefy.com/supersmashbros2021/. Players will compete until there are one (1) player remaining in their region. The top one (1) player from each region will move on to the Finals Round occurring later that day.
- **Time:** Group A will begin at 12:00 PM PT on October 16, 2021, and Group B will begin at 11:00 AM PT on October 16, 2021.
- **Format:** One-on-One (1 player vs. 1 player) Best-of-3, Double Elimination
- **Rules:**
 - Players will report their score to Battlefy as described in these Official Rules.
 - In the event of a tie, the winner will be determined by in-game decision. If an in-game decision is not conclusive, play will continue in sudden death until a winner is determined. If sudden death is not an option, 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.
 - Style: Stock
 - Stock: 3
 - Time Limit: 7:00
 - FS Meter: Off
 - Spirits: Off
 - CPU Lv.: N/A
 - Damage Handicap: Off
 - Stage Selection: Random
 - Items: Off
 - Random Stage Selection:
 - Battlefield

- Small Battlefield
 - Final Destination
 - Yoshi's Story
 - Pokémon Stadium 2
 - Smashville
 - Kalos Pokémon League
 - Town & City
- First to: 1 Win
- Stage Morph: Off
- Stage Hazards: Off
- Team Attack: Off
- Launch Rate: 1.0x
- Underdog Boost: Off
- Pausing: On
- Score Display: Off
- % Show Damage: Yes
- **Results:**
 - After play, the one (1) remaining players from each region (8 total) will be eligible for the Finals Round, the one (1) runner-up players from each region (8 total) will be Second Prize winners and will each receive a Second Prize, and the losing players will be eliminated from the Tournament.

Finals Round: October 16, 2021

- **Structure:** The top one (1) player from each regions Bracket Round will be eligible to participate in the Finals Round. Players will be grouped and placed in a Double-Elimination bracket posted by Battlefy at battlefy.com/supersmashbros2021/. Players will compete until there are two (2) players remaining.
- **Time:** The Finals Round for Group A will begin at 6:00 PM PT on October 16, 2021, and the Finals Round for Group B will begin at 4:00 PM PT on October 16, 2021.
- **Format:** One-on-One (1 player vs. 1 player) Best-of-3, Double-Elimination
- **Rules:**
 - Players will report their score to Battlefy as described in these Official Rules.
 - In the event of a tie, the winner will be determined by in-game decision. If an in-game decision is not conclusive, play will continue in sudden death until a winner is determined. If sudden death is not an option, 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.
 - Style: Stock
 - Stock: 3
 - Time Limit: 7:00
 - FS Meter: Off
 - Spirits: Off
 - CPU Lv.: N/A
 - Damage Handicap: Off
 - Stage Selection: Random
 - Items: Off
 - Random Stage Selection:
 - Battlefield
 - Small Battlefield
 - Final Destination
 - Yoshi's Story
 - Pokémon Stadium 2
 - Smashville
 - Kalos Pokémon League
 - Town & City
 - First to: 1 Win

- Stage Morph: Off
- Stage Hazards: Off
- Team Attack: Off
- Launch Rate: 1.0x
- Underdog Boost: Off
- Pausing: On
- Score Display: Off
- % Show Damage: Yes
- **Results:**
 - After play, the two (2) remaining players from Group A and the two (2) remaining players from Group B (4 players total) will be the Grand Prize winners and will each receive a Grand Prize. The other four (4) players that played in the Finals Round (4 total) will be First Prize winners and will each receive a First Prize.

EVENT #2

Group A: Region 1, Region 2, Region 3, and Region 4

Group B: Region 5, Region 6, Region 7, and Region 8

Regional Ladder Round: October 29, 2021

- **Time:** Group A will begin at 6:00 PM PT on October 29, 2021, and Group B will begin at 3:00 PM PT on October 29, 2021.
- **Format:** One-on-One (1 player vs. 1 player), Best-of-3, Ladder
 - All players who register for the ladder will be eligible to queue for a match at any time during the three (3) hour open play period
 - A minimum number of eight (8) matches ("Minimum Match Threshold") must be played by a player for their leaderboard entry to be valid. If less than thirty-two (32) players from a region play eight (8) matches, then the Minimum Match Threshold for that region will drop as needed to reach thirty-two (32) players from that region, provided that:
 - Players with a minimum of (8) matches played will be placed higher on the leaderboard than those with less than eight (8) matches played even if those that played less matches have a higher win-loss differential.
 - For players that play under eight (8) matches, players 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.
 - Matchmaking in the ladder will preferentially select players with similar scores in the current play period
 - Leaderboard placement is based on win-loss differential, where one match win equates to +1 points and one match loss equates to -1 points.
 - Ties on the leaderboard will be broken in the following way:
 - If the win-loss differential is tied, the player with the most matches played will receive the higher ranking on the leaderboard
 - If the players have the same amount of matches played, the player with the highest amount of game wins will receive the higher ranking on the leaderboard
 - If the players have the same amount of game wins, the player with the lowest amount of game losses will receive the higher ranking on the leaderboard
 - If there are two players that have the same amount of game losses, Battlefy will moderate a single game between those two players and the winner of the game will be placed higher on the leaderboard. If there are more than two players that have the same amount of game losses, Battlefy will moderate a round robin to determine placement on the leaderboard.
- **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, play will continue in sudden death until a winner is determined.
 - If sudden death is not an option, 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.
- Style: Stock
- Stock: 3
- Time Limit: 7:00
- FS Meter: Off
- Spirits: Off
- CPU Lv.: N/A
- Damage Handicap: Off
- Stage Selection: Random
- Items: Off
- Random Stage Selection:
 - Battlefield
 - Small Battlefield
 - Final Destination
 - Yoshi's Story
 - Pokémon Stadium 2
 - Smashville
 - Kalos Pokémon League
 - Town & City
- First to: 1 Win
- Stage Morph: Off
- Stage Hazards: Off
- Team Attack: Off
- Launch Rate: 1.0x
- Underdog Boost: Off
- Pausing: On
- Score Display: Off
- % Show Damage: Yes
- Results:
 - After play, the top 32 players from each region will move on to the Bracket Round where they will compete to advance in the competition. Players who did not place within the top 32 on their region's leaderboard will be eliminated from the Tournament. The bracket will be posted by Battlefy at battlefy.com/supersmashbros2021/.

Bracket Round: October 30, 2021

- **Structure:** The top 32 players from each region will be eligible to participate in the Bracket Round and will be placed in a double elimination bracket for their region posted by Battlefy at battlefy.com/supersmashbros2021/. Players will compete until there are one (1) player remaining in their region. The top one (1) player from each region will move on to the Finals Round occurring later that day.
- **Time:** Group A will begin at 12:00 PM PT on October 30, 2021, and Group B will begin at 11:00 AM PT on October 30, 2021.
- **Format:** One-on-One (1 player vs. 1 player) Best-of-3, Double Elimination
- **Rules:**
 - Players will report their score to Battlefy as described in these Official Rules.
 - In the event of a tie, the winner will be determined by in-game decision. If an in-game decision is not conclusive, play will continue in sudden death until a winner is determined.

If sudden death is not an option, 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.

- Style: Stock
- Stock: 3
- Time Limit: 7:00
- FS Meter: Off
- Spirits: Off
- CPU Lv.: N/A
- Damage Handicap: Off
- Stage Selection: Random
- Items: Off
- Random Stage Selection:
 - Battlefield
 - Small Battlefield
 - Final Destination
 - Yoshi's Story
 - Pokémon Stadium 2
 - Smashville
 - Kalos Pokémon League
 - Town & City
- First to: 1 Win
- Stage Morph: Off
- Stage Hazards: Off
- Team Attack: Off
- Launch Rate: 1.0x
- Underdog Boost: Off
- Pausing: On
- Score Display: Off
- % Show Damage: Yes
- **Results:**
 - After play, the one (1) remaining players from each region (8 total) will be eligible for the Finals Round, the one (1) runner-up players from each region (8 total) will be Second Prize winners and will each receive a Second Prize, and the losing players will be eliminated from the Tournament.

Finals Round: October 30, 2021

- **Structure:** The top one (1) player from each regions Bracket Round will be eligible to participate in the Finals Round. Players will be grouped and placed in a Double-Elimination bracket posted by Battlefy at battlefy.com/supersmashbros2021/. Players will compete until there are two (2) players remaining.
- **Time:** The Finals Round for Group A will begin at 6:00 PM PT on October 30, 2021, and the Finals Round for Group B will begin at 4:00 PM PT on October 30, 2021.
- **Format:** One-on-One (1 player vs. 1 player) Best-of-3, Double-Elimination
- **Rules:**
 - Players will report their score to Battlefy as described in these Official Rules.
 - In the event of a tie, the winner will be determined by in-game decision. If an in-game decision is not conclusive, play will continue in sudden death until a winner is determined. If sudden death is not an option, 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.
 - Style: Stock
 - Stock: 3
 - Time Limit: 7:00
 - FS Meter: Off
 - Spirits: Off
 - CPU Lv.: N/A

- Damage Handicap: Off
- Stage Selection: Random
- Items: Off
- Random Stage Selection:
 - Battlefield
 - Small Battlefield
 - Final Destination
 - Yoshi's Story
 - Pokémon Stadium 2
 - Smashville
 - Kalos Pokémon League
 - Town & City
- First to: 1 Win
- Stage Morph: Off
- Stage Hazards: Off
- Team Attack: Off
- Launch Rate: 1.0x
- Underdog Boost: Off
- Pausing: On
- Score Display: Off
- % Show Damage: Yes
- **Results:**
 - After play, the two (2) remaining players from Group A and the two (2) remaining players from Group B (4 players total) will be the Grand Prize winners and will each receive a Grand Prize. The other four (4) players that played in the Finals Round (4 total) will be First Prize winners and will each receive a First Prize.