

## Nintendo World Championships 2017 Qualifier: Official Rules

### 1. OVERVIEW

- **Event:** Nintendo World Championships 2017 Qualifier will consist of eight (8) qualifying local events (each, a “Local Event,” and collectively, the “Local Events”).
- **Dates, Times and Locations:** The Local Events will take place at eight (8) Best Buy retail store locations across the United States over a two day period, on the dates, at the times and at the locations specified below:

Date	Market	Best Buy Store Location	Saturday Hours	Sunday Hours
8/19/17 & 8/20/17	SF Bay Area	181 Curtner Ave San Jose, CA 95125	10am - 7pm	11am - 5pm
	New York	610 Exterior St Bronx, NY 10451	10am - 7pm	11am - 5pm
8/26/17 & 8/27/17	Los Angeles	3675 Pacific Coast Hwy Torrance, CA 90505	10am - 7pm	11am - 5pm
	Chicago	2301 Howard St Evanston, IL, 60202	10am - 7pm	10am - 5pm
9/2/17 & 9/3/17	Dallas	9378 N Central Expressway Dallas, TX 75231	10am - 7pm	11am - 5pm
	Minneapolis	1000 West 78th St Richfield, MN, 55423	10am - 7pm	10am - 5pm
9/9/17 & 9/10/17	Miami	4001 W 20th Ave Hialeah, FL 33012	10am - 7pm	10am - 5pm
	Seattle	17364 Southcenter Pkwy Tukwila, WA 98188	10am - 7pm	11am - 5pm

- **Sponsor:** Nintendo of America Inc., 4600 150th Ave NE, Redmond, Washington 98052
- **Participation:**
  - Participation in the Local Events will be on a first come, first served basis.
  - Players may begin registering for the Local Events on the day of the applicable Local Event at the time the Best Buy retail store location hosting the Local Event opens to the public. Players will not receive compensation or reimbursement in any form for travel and participation in the Local Events.
  - All players must fill out and sign an official registration form indicating their acceptance to these Official Rules (“Registration Form”) in order to be eligible to participate in a Local Event. Any player under the age of 18 or under the legal age of majority in the player’s state of residence (a “Minor”) must have a parent or legal guardian sign the Registration Form on their behalf. Registration forms will be available at the Local Events and [www.nwc.nintendo.com](http://www.nwc.nintendo.com) for printing prior to the Local Events.
  - All Minors must have a parent or legal guardian present with them at all times that they are participating in a Local Event (including during wait times and when the Minor competes in the Local Event).
- **Prizing and Approximate Retail Value (“ARV”):**
  - Each of the sixteen (16) Local Event winners (i.e., 1 winner in each age group at the 8 Local Events) will receive:
    - (i) a slot to compete in the Nintendo World Championships 2017 tournament (the “Final Event”), scheduled to take place on October 7, 2017 at the Grand Ballroom in the Manhattan Center (311 W 34th St, New York, New York, 10001). 24 players will compete in the Final Event (sixteen players can qualify by competing in the Local Events and the remaining players will be invited by Nintendo.) **The Final Event will be governed by**

**separate Official Rules, and will consist of various platforms and games to be determined in Nintendo's sole discretion.**

- (ii) two (2) round-trip coach class airline tickets from a major U.S. commercial airport near the winner's home to the metro New York area for winner and a guest (the "Travel Guest") (however, at Nintendo's discretion, if the winner lives within reasonable driving distance of New York City, he or she may receive round-trip ground transportation to New York City in lieu of the airline tickets) (ARV \$1,000);
- (iii) four (4) nights' lodging in a hotel chosen by Nintendo in New York City for winner and the Travel Guest (one standard room, double occupancy) – Check-in October 4<sup>th</sup> and check-out October 8, 2017 (however, at Nintendo's discretion, if the winner lives in the New York City area, he or she may receive round-trip ground transportation to the Final Event in lieu of the hotel accommodations) (ARV \$1,200); and
- (iv) one (1) Visa gift card for \$400, subject to gift card terms and conditions (ARV \$400).
- Total ARV of each Local Event prize: \$2,600. Actual ARV depends on the city of departure/arrival and dates/times of travel. Any difference between actual costs and ARV will not be awarded.
- Total ARV of all available prizes: \$41,600. Additional details regarding prizing are set forth in Section 4 below.
- Winners of the Local Event will be required to arrive in New York City by October 5, 2017, and must be available for the Final Event on October 7, 2017, as well as for pre-Final Event activities that may take place in New York City on October 5 and October 6, 2017.
- THE LOCAL EVENTS' DATES, TIMES, LOCATIONS, AND PRIZES ARE SUBJECT TO CHANGE, WITHOUT NOTICE, AT NINTENDO'S SOLE DISCRETION.

## **2. LOCAL EVENT STRUCTURE, WINNERS AND SCORING**

- **Platform:** New Nintendo 2DS XL
- **Game:** Mario Kart 7
- **Mode:** Single player, Time Trials
- **Age Groups:** At each Local Event location, players will be assigned into one of two groups based on the player's age:
  - Players age 12 and younger
  - Players age 13 and older
- **Track, Character, Kart and other Details:**
  - Age 12 and younger:
    - **Track:** DS Luigi's Mansion
    - **Character:** Mario
    - **Kart:** Standard
    - **Wheels:** Standard
    - **Glider:** Super Glider
  - Age 13 and older:
    - **Track:** GBA Bowser Castle 1
    - **Character:** Bowser
    - **Kart:** Standard
    - **Wheels:** Standard
    - **Glider:** Super Glider
- **General Rules:**
  - When it is a player's time to compete in the Local Event, they will be allowed to play up to two consecutive time trial races (each, a "Race").
  - A player may attempt more than 2 Races so long as time permits during the Local Event; however, after two consecutive Races, the player must go to the back of the line and can only attempt additional Races when and if the player next makes it to the front of the line.
  - There will be one winner from each age group at each Local Event location for a total of sixteen winners (two per Local Event location), named after both days of the Local Event.
  - The player at each Local Event location that achieves the fastest trial time for their age group will be determined the winner.

- In the event of a tie, the tied player who achieved the faster trial time in their other Race(s) will be determined the winner.
- Players are decided as winners based on their fastest time or by the tiebreaker.
- **Official Scoring: Tournament Referee and Master**
  - Prior to the start of each Local Event, Nintendo shall designate a tournament master (“Tournament Master”) and tournament referee(s) (“Tournament Referee(s)”) for each local Event.
  - The person designated as the Tournament Master is the only person who can declare an official scoring result.
  - The Tournament Master may call for extra time to make a decision at any time during any Local Event.
  - The Tournament Referee(s) may help the Tournament Master determine the official result of any round.
  - Regardless of the announcer’s or host’s spoken statements on the microphone, if any, broadcasted either in-house or otherwise, the player’s official times, scores, winning and non-winning teams, and tiebreaker results are only official when declared by the Tournament Master.

### 3. ELIGIBILITY

**NO PURCHASE NECESSARY TO ENTER OR WIN; PURCHASE WILL NOT INCREASE ODDS OF WINNING. THE LOCAL EVENTS ARE OPEN ONLY TO LEGAL RESIDENTS OF THE 50 UNITED STATES (INCLUDING D.C.; EXCLUDING PUERTO RICO) AND CANADA (EXCLUDING QUEBEC). PLAYERS DO NOT NEED TO BE PRESENT TO BE DEEMED A POTENTIAL WINNER.** All players (or if player is a Minor, player’s parent or legal guardian) must have completed and signed a Registration Form, and provided that form to Nintendo when registering at a Local Event. Players (or if player is a minor, player’s parent or legal guardian) may be required to show a photo ID that must correspond to the name that appears on his/her Registration Form. All Minors must have a parent or legal guardian present with them at any time they are participating in a Local Event (including during wait times and when the Minor competes in a Local Event). By permitting a Minor to participate in a Local Event 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. Employees, officers, directors, and agents of Sponsor, Nintendo Co., Ltd., Nintendo World store, Best Buy Stores, L.P. (“Best Buy”), or their respective parent companies, affiliates, subsidiaries, advertising, and fulfillment agencies (together “Related Parties”), or their immediate family members and persons living in their same household are not eligible to participate in the Local Events. All players must comply with these Official Rules, and any other Local Event rules and restrictions provided by Nintendo. A player’s failure to comply with such rules may lead to his/her disqualification from a Local Event in the sole direction of the Tournament Master. Participation in a Local Event constitutes player’s full and unconditional agreement to and acceptance of these Official Rules. Void where prohibited by law. All federal, state, and local laws and regulations apply.

### 4. ADDITIONAL INFORMATION REGARDING PRIZE

- **In General:** Odds of winning depend on number and skill of eligible players participating in the Local Event. Nintendo reserves the right to substitute any prize (or portion thereof) with a prize of equal or greater value in its sole discretion. Arrangements for the fulfillment of the prize will be made by Nintendo. Prizes are non-transferable, with no cash redemption except in Nintendo’s sole discretion. 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 Nintendo 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; however, only the winning Minor may compete in the Final Event.
- **Winner Notification:** The potential winners will be notified no later than two (2) days following a Local Event 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 or return the Release Forms specified below within such period of time, or is unable to travel on the dates specified by Nintendo for the Final Event, such winner's prize may be forfeited and awarded to an alternate winner (e.g., the Local Event player with the next highest score), at Nintendo's discretion, provided sufficient time remains to verify an alternate winner; otherwise, prize will not be awarded.

- **Prizes Involving Travel:** The airline(s), ground transportation (if applicable), airports, and hotel(s) will be chosen by Nintendo at Nintendo's sole discretion. Trip packages, dates and times of travel, and accommodations are subject to availability, and travel restrictions, conditions, and limitations may apply. Each winner and his or her Travel Guest must travel together on the same trip itinerary, must travel on the dates specified by Nintendo, which are subject to change, and are solely responsible for having any required travel-related documents (including valid government-issued photo identification and/or any required passport or visa) prior to departure and fulfilling all other travel and security requirements; or prize will be forfeited in its entirety and may be awarded to an alternate winner, at Nintendo's discretion, provided sufficient time remains to verify an alternate winner; otherwise, prize will not be awarded. Once the Travel Guest is determined, he/she cannot be changed without the express approval of Nintendo (which may be withheld for any reason). Nintendo will pay only the nightly rate and taxes for the hotel (all other incidental hotel expenses are the responsibility of the winner). Each winner is responsible for all expenses, incidental travel costs, and all other costs not expressly provided in the prize description set forth above, including, but not limited to, ground transportation, meals, incidentals, passport costs, visa fees, and entry/exit fees, taxes, insurance, and other expenses. **If winner is a Minor, winner's Travel Guest must be the winner's parent or legal guardian and accompany Minor at all times. If a winner is 18 or older (or the age of majority in her/her state of residence, whichever is older) and selects a Travel Guest who is a Minor during any portion of the Trip, then the winner must be the parent or legal guardian of the Travel Guest and accompany Minor at all times.** Nintendo will not be responsible if the winner or Travel Guest misses any portion of the trip for any reason. No insurance is provided as part of the trip, and obtaining any insurance (such as travel insurance, health, accident or medical insurance, or property loss or damage insurance) is the sole responsibility of the winner and his or her Travel Guest. The winner is responsible for the conduct and behavior of his or her Travel Guest. Nintendo will not replace any lost or stolen tickets, travel vouchers, or certificates. No responsibility is assumed for any cancellation or rescheduling of the Final Event, in whole or in part. If the Final Event is postponed or cancelled for any reason, winner will not receive opportunity to participate in Final Event as part of prize, and the remaining elements of prize shall constitute full satisfaction of Nintendo's prize obligation to winner and no substitute or additional compensation will be awarded.
- **Final Event:** To play in the Final Event, Winners must sign a participation agreement and check-in with the Tournament Master at the Grand Ballroom in the Manhattan Center by 11:00 am, local time (or another time communicated by Nintendo) on October 7, 2017 ("Check-In Time"). If a winner of a Local Event does not sign a participation agreement, does not check-in by the Check-In Time prior to the start of the Final Event, or is otherwise unable to participate in the Final Event, Nintendo may select an alternate player (in the Tournament Master's discretion) to participate in the place of the winner, based on such player's skill/trial time in a Local Event. The first place winner of the Final Event will receive a Nintendo World Championship 2017 trophy (ARV \$2780), and second and third place winners will receive medals (ARV \$100). Nintendo reserves the right to substitute any Final Event prize with a prize of equal or greater value.

## 5. LICENSE GRANT AND RELEASE

Nintendo, Best Buy and their agents may film, record and/or take photographs during the Local Events, and may use the resulting footage, recordings or photographs for a range of purposes, including, without limitation, for marketing and promoting Nintendo, Best Buy and their respective products and services. By participating in the Local Events, player (and if such player is a Minor, his or her parent or legal guardian) hereby consents to being filmed, recorded or photographed during the Local Events, and grants Nintendo, Best Buy 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, adapt, edit, modify, translate, create derivative works based upon, and otherwise use and display any or all of the 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 5 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. **BY PARTICIPATING IN THE LOCAL EVENTS, 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 LOCAL EVENT AND RELEASES THE RELEASED PARTIES (DEFINED BELOW) FROM AND HEREBY WAIVES, ANY AND ALL CLAIMS RELATED TO THE PROMOTION, 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.** 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 they 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."

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 Nintendo, Best Buy, or any of their 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 player's participation in the Local Events, any Local Event-related activity, the Final Event, or any Final Event-related activity (including travel), or player's acceptance, possession, misuse or use of any prize, or for any printing, production, typographical, human or other error in the printing, offering or announcement of any prize, even if any or all of the Released Parties have been advised of the possibility of such damages. By participating in the Local Events, 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 Local Events 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.

## **6. LIMITATIONS ON LIABILITY**

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, 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 Local Events 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. Persons who tamper with or abuse any aspect of the Local Events or related websites, as solely determined by the Nintendo, will be disqualified, and Nintendo reserves the right to terminate such player's eligibility to participate in this or any other promotion offered by Nintendo. Entries generated by robotic, programmed, script, macro or other automated means or by any means which subvert the entry process will be disqualified. 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 Local Events or downloading materials from any related websites. Should any portion of the Local Events be, in Nintendo's sole opinion, compromised by virus, worms, bugs, non-authorized human intervention or other causes which, in the sole opinion of the Nintendo, corrupt or impair the administration, security, fairness or proper play, or submission of entries, Nintendo reserves the right at its sole discretion to modify, suspend or terminate the Local Event(s), and determine winners from all non-suspect, eligible player entries received prior to action taken or as otherwise deemed fair and appropriate by Nintendo. 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

Local Events, 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 Nintendo 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 Local Events.

**IN NO EVENT WILL THE RELEASED PARTIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF YOUR ACCESS TO AND USE OF THE WEBSITE OR DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM ANY WEBSITE ASSOCIATED WITH THIS PROMOTION. WITHOUT LIMITING THE FOREGOING, EVERYTHING ON THE WEBSITE 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. 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.**

## **7. GENERAL TERMS AND CONDITIONS**

The Local Events and these Official Rules shall be governed, construed and interpreted under the laws of the State of Washington. Players agree to be bound by these Official Rules and by the decisions of Tournament Master, which are final and binding in all respects. Nintendo reserves the right to change these Official Rules at any time, in its sole discretion, and to suspend or cancel any Local Event or any player's participation therein for any reason, including, without limitation, if viruses, bugs, unauthorized human intervention or other causes beyond Nintendo's control affect the administration, security or proper execution of the Local Events or Nintendo otherwise becomes (as determined in the Tournament Master's sole discretion) incapable of running the Local Events as planned. Nintendo will not be responsible for problems with the gaming or other Local Event equipment. In the event of the ROM freezing or other equipment, hardware or software failure during one of the Local Event's games/rounds, Nintendo may take whatever action it determines necessary or desirable (in the sole discretion of the Tournament Master) 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.

Each player participating in the Local Events represents and warrants to Nintendo that the player's participation in the Local Events will not reflect negatively on Nintendo, 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 Local Events or the Final Event, in the sole discretion of the Tournament Master.

Players who violate these Official Rules, tamper with the operation of a Local Event or engage in any conduct that is detrimental or unfair to Nintendo, the Local Events or any other player (in each case as determined in the Tournament Master's sole discretion) are subject to disqualification from the Local Events. Nintendo 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 Local Events, or for any other reason determined in the Tournament Master's sole discretion. All players, including winners, may be required to sign and return releases, tax forms or other documents requested by Nintendo (collectively, the "Release Forms"). If a winner is not present or otherwise cannot be contacted, is suspended, ineligible or disqualified, or fails to timely return the completed and executed Release Forms as required by Nintendo, the winner's status may be forfeited and an alternate winner may, at the Tournament Master's discretion, be designated; provided sufficient time remains to verify an alternate winner; otherwise, prize will not be awarded. Travel Guests must complete, execute and return a release and waiver, assumption and hold harmless agreements, and publicity release, together with other such documentation as Nintendo may request, prior

to issuance of travel documents. If potential winner is a Minor and their Travel Guest does not complete, execute and return a release and waiver, assumption and hold harmless agreements, and publicity release, together with other such documentation as Nintendo may request, the winner's status may be forfeited and an alternate winner may, at the Tournament Master's discretion, be designated.

Nintendo is the sole sponsor of the Local Events. If you have any questions about these Official Rules or the Local Event, please send them to: Nintendo of America Inc., 4600 150th Ave NE, Redmond, WA 98052. Attn: Nintendo World Championships 2017 Qualifier.

#### **8. PRIVACY**

By participating in a Local Event, you acknowledge and agree that Nintendo may collect the personal information submitted by you and use the information pursuant to the Nintendo privacy policy available online at [www.nintendo.com/privacy](http://www.nintendo.com/privacy).

#### **9. WINNERS LIST AND OFFICIAL RULES**

A winners list will be available to view at [www.nwc.nintendo.com](http://www.nwc.nintendo.com) at the conclusion of the Local Events. These Official Rules will be available on site at each Local Event. You may also request a copy of the winners list or Official Rules by writing to Nintendo at the address provided in Section 10 below.

#### **10. COPYRIGHT AND TRADEMARK NOTICE**

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