

Official Rules: ARMS US & CANADA ONLINE OPEN

OVERVIEW

- **Event:** ARMS US & Canada Online Open (the “Tournament”)
- **Sponsor:** Nintendo of America Inc., 4600 150th Ave NE, Redmond, Washington 98052 (“Nintendo”)
- **Tournament Location:** Online (U.S. and Canada only)
- **Dates and Time**
 - 1) *Qualifiers:* “Qualifiers” begin March 8, 2018 at 5PM PT and end March 18, 2018 at 4:59PM PT (“Qualifiers Period”).
 - 2) *Finals (if selected by Nintendo):* “Finals” begin March 31, 2018 at 10AM PT and end March 31, 2018 at approximately 1PM PT (“Finals Period”).
- **Game:** ARMS on the Nintendo Switch system in Ranked Match Mode

ELIGIBILITY

NO PURCHASE NECESSARY TO ENTER OR WIN; PURCHASE WILL NOT INCREASE ODDS OF WINNING. To be eligible for the Tournament, you must have legal access to a Nintendo Switch and Nintendo Switch ARMs game and have easy and regular access to a consistent, reliable high-speed internet connection before March 8, 2018 and be a legal resident of the 50 United States, District of Columbia, or Canada. Employees, representatives, or agents of Nintendo of America Inc. (together with its affiliates), and the persons with whom the foregoing individuals are domiciled are not eligible for the Tournament. All players under 18 years old (or under the legal age of majority in the player’s jurisdiction of residence) (“Minor”) must obtain consent from their parent or legal guardian to participate. If selected by Nintendo to participate in the Finals, all players (and if a Minor their parent or legal guardian) must agree to these Official Rules. All players selected for the Finals must agree to have their Finals gameplay streamed, and must have sufficient internet connectivity, subject to Nintendo’s discretion (insufficient internet connectivity will result in disqualification). All players must comply with these Official Rules, and any other Tournament rules and restrictions provided by Nintendo. By permitting a Minor to participate in the Tournament, such Minor’s parent or legal guardian represents and warrants that he or she has read, understands and agrees to the terms and conditions of these Official Rules on behalf of both the parent or legal guardian and the Minor. A player’s failure to comply with such rules may lead to his/her disqualification from the Tournament at Nintendo’s direction. Participation in the Tournament constitutes player’s full and unconditional agreement to and acceptance of these Official Rules and the decisions of Nintendo. Void where prohibited by law. All federal, state, provincial and local laws and regulations apply.

TOURNAMENT STRUCTURE, WINNERS AND SCORING

I. Qualifiers Round (March 8-18, 2018)

- **Players:** Any individual that meets the eligibility requirements listed above may participate in the Qualifiers. To enter, complete the following steps in the ARMS game during the Qualifier Period:
 - Select *Ranked Match* from the main menu (this mode will only be available after you have beaten *Grand Prix* on any difficulty level).
 - You will be prompted to search for a match. Select *Search*.
 - Once an opponent is available, you will need to choose your character.
 - Play at least 50 Ranked Match matches.
- **Game and Mode:** Players will play the Nintendo Switch ARMS game (Ranked Match Mode)
 - Characters: All characters allowed
 - ARMS: All ARMS allowed on all characters
 - Time: 99 Seconds per round
 - Games: Best 2 of 3 rounds determines winner of a match
 - Stage Selection: Random
- **Scoring.** *Players must play at least 50 Ranked Match matches in the ARMS game during the Qualifiers Period in order to be eligible to be selected for the Finals.* Persons advancing to the Finals will be determined based on the ARMS in-game ranking system. In the event of a tie, Nintendo will break the tie as follows:

- Overall winning percentage of the player during the Qualifiers Period
- Overall winning percentage for each player's first 50 matches of the Qualifiers Period
- Overall winning percentage for each player's first 60 matches of the Qualifiers Period
- Overall winning percentage for each player's first 70 matches of the Qualifiers Period
- Overall winning percentage for each player's first 80 matches of the Qualifiers Period
- This process will continue to increase by 10 matches until the tie is broken.
- **Selection as Finalist or Alternate.** On or about March 20, 2018, based on the highest ranking and winning percentages as described above and subject to verification, eight (8) players will be selected as finalists ("Finalists") to participate in the Finals, and four (4) players will be selected as alternates ("Alternates") to be available to participate in Finals. Potential Finalists and Alternates will be notified to the email associated with their Nintendo Account informing that they may be eligible for the Finals. Upon notification by Nintendo that you are a potential Finalist or Alternate, you must complete, sign, and return (or if you are a Minor, your parent or legal guardian must complete, sign, and return) any forms requested by Nintendo, if any, within three days, and must agree to undergo internet connectivity testing by Nintendo. If you fail to provide the information requested or Nintendo deems that your internet connectivity is not sufficient, you will be disqualified. For the avoidance of doubt, Nintendo may contact more players than the specified number of Finalists or Alternates, and you are not deemed an official Finalist or Alternate and may not participate in the Finals until Nintendo has confirmed that verification is complete and named you as an official Finalist or Alternate.

II. Finalist Round (March 31, 2018)

- **Participation and Internet Connectivity.** Finalists and Alternates will be available to participate in the Finals, but only Finalists will participate and be eligible for the Grand Prize. If a Finalist is not on time for the Finals by 9AM PT or a Finalist's internet activity falters or fails to sufficiently stream during the Finals, an Alternate selected at Nintendo's discretion will replace such Finalist (at any stage in the Finals).
- **Bracket.** 8-player, single elimination brackets will be set by Nintendo before start of Finals.
- **Game Settings and Structure**
 - Characters: All characters allowed
 - ARMS: All ARMS allowed on all characters
 - Time: 99 Seconds per round
 - Games: Best 2 of 3 rounds determines winner of a match
 - Sets: Finalists will play best 3 of 5 matches against one other Finalist for each stage of the bracket (i.e., once a player has won 3 matches, the losing player is eliminated).
 - Stage Selection: Random (any of the following)
 - Spring Stadium
 - Ribbon Ring
 - Mausoleum
 - Ramen Bowl
 - Scrapyard
 - Buster Beach
 - DNA Lab
 - Sky Arena
 - Via Dolce
 - Temple Grounds
 - Sparring Ring
- **Winner and Tournament Master.** The winner will be the player that wins the 8-player single elimination tournament.
 - Nintendo will designate a tournament master ("Tournament Master") before the Finals start.
 - The Tournament Master will communicate with the Finalists and Alternates via communication methods determined by Nintendo and will specify what game room to go play and provide other necessary instructions.
 - The person designated as the Tournament Master is the only person who can declare an official scoring result.

- All instructions and decision by the Tournament Master are final and binding, and may not be appealed.

PRIZING AND APPROXIMATE RETAIL VALUE (“ARV”)

- **Finalists and Alternates.** Each Finalist and Alternate (except the winner of the Finals) that participates in the Finals will receive, by mail or courier, one black and white custom piece of artwork based off the ARMS game and signed by the game developers (ARV: \$50 USD each).
- **First Place Winner of the Finals.** The First Place winner of the Finals will receive, by mail or courier, one color custom piece of artwork based off the ARMS game and signed by the developers (ARV: \$125 USD).
- **Total ARV.** Total ARV of all prizes is \$675 USD.

ADDITIONAL INFORMATION REGARDING PRIZE

The skill of the players participating in the Tournament will determine the winner. No substitutions or exchanges (including for cash) of any prizes will be permitted, but 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 prizes will be made by Nintendo. 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, provincial and/or local taxes applicable to the prize will be solely the responsibility of each winner. Prizes will be delivered as soon as practicable by Nintendo upon verification/confirmation of the winners. A player is not a winner until he or she is verified by Nintendo and informed that no further actions are needed. Prizes won by a Minor will be awarded to a parent or legal guardian on the Minor's behalf.

LICENSE GRANT AND RELEASE

Nintendo and its agents may broadcast, stream, film, record and/or take photographs of gameplay during the Finals, and may use the resulting content, video, audio, footage, film, recordings or photographs for a range of purposes, including, without limitation, for marketing and promoting Nintendo and its 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 having his or her gameplay broadcasted, streamed, filmed, recorded or photographed, and grants Nintendo and those acting under its authority (and agrees to confirm that grant in writing) the royalty-free, perpetual, irrevocable, sub-licensable, right and license to publish, reproduce, perform, distribute, publicly display, broadcast, stream, 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, Mii character, photograph, voice and/or likeness, and any of the content, video, audio, footage, film, photographs or recordings taken pursuant to this section 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 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 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."

LIMITATIONS ON LIABILITY

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, will Nintendo or any of its respective officers, directors, employees, shareholders, agents, successors, and assigns or any 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 Tournament, 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.

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, 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. People who tamper with or abuse any aspect of the Tournament or related websites, as solely determined by 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 or gameplay generated by robotic, programmed, script, macro or other automated means or by any means which subvert the entry or game play process will be disqualified. Released Parties are not responsible for injury or damage to player’s or to any other person’s computer or gaming devices related to or resulting from participating in 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, equipment; (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; (e) damage to a player’s or other person’s system or equipment occasioned by participation in the Tournament; or (f) 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’s games/matches, 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.

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.

GENERAL TERMS AND CONDITIONS

The Tournament and these Official Rules will be governed, construed and interpreted under the laws of the state of Washington. Any provision of these Official Rules deemed unenforceable will be enforced to the extent permissible, and the remainder of these Official Rules will remain in effect. 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, modify, or cancel the Tournament 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 Tournament or Nintendo otherwise becomes (as determined in the Tournament Master’s sole discretion) incapable of running the Tournament as planned.

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

Players who violate these Official Rules, tamper with the operation of the Tournament or engage in any conduct that is detrimental or unfair to Nintendo, the Tournament or any other player (in each case as determined in the Tournament Master's discretion) are subject to disqualification from the Tournament. Nintendo reserves the right to disqualify people 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 Tournament Master's sole discretion. All players, including Finalists and Alternates (and the parent and legal guardian of each, if a Minor), may be required to sign and return releases, tax forms or other documents requested by Nintendo (collectively, the "release forms"). If a Finalist or Alternate is not present for the Finals 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 Finalist or Alternate's status may be forfeited and an alternate Finalist or Alternate may, at Nintendo's discretion, be designated.

Nintendo is the sole sponsor of this 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. The Tournament and all accompanying materials are copyright © 2018 by Nintendo of America Inc. and its licensors. All rights reserved.