

My Nintendo Mario + Rabbids Sparks of Hope Sweepstakes OFFICIAL RULES

Purchase will not improve odds of winning.

The My Nintendo Mario + Rabbids Sparks of Hope Sweepstakes (“Sweepstakes”) is sponsored by Nintendo Australia Pty. Limited, 804 Stud Road, Scoresby, Victoria 3179, Australia (“Sponsor”).

Eligibility: Sweepstakes is open only to individuals who are residents of Australia and New Zealand and who are 13 years old or older at the time of entry. All participants under 18 years old (“Minor”) must obtain consent from their parent or legal guardian to participate. By providing such consent as a participant’s parent or legal guardian, you represent and warrant that you have read, understand and agree to the terms and conditions of these Official Rules on behalf of both yourself and the Minor. Directors, officers and employees of Sponsor, Ubisoft, and any of their respective affiliate companies, subsidiaries, agents, professional advisors, and advertising and promotional agencies, and each of their immediate families and persons living in their same household, are not eligible to win any prizes.

Sweepstakes Period: The Sweepstakes begins on Wednesday, October 5, 2022 at 12:00pm and ends Saturday, November 5, 2022 at 11:00pm (all times in these Official Rules are AEDT).

How to Enter: Limit three entries per person. To enter, you must (1) have a Nintendo Account (if you do not have a Nintendo Account you can register for one at <https://my.nintendo.com/>); (2) visit <https://my.nintendo.com/rewards/6fbf22d68e8c3f88>; (3) sign in to your Nintendo Account; and (4) redeem 10 Platinum Points per entry at the My Nintendo Mario + Rabbids Sparks of Hope Sweepstakes page (<https://my.nintendo.com/rewards/6fbf22d68e8c3f88>).

Selection of Winners: On or about November 18, 2022, Sponsor will select two (2) potential winners at random from among all eligible entries to award the Prize. The prize draw will be held at Sponsor’s offices at 804 Stud Road, Scoresby, Victoria, Australia. The potential winners will be notified by email on or about 2 December 2022. To claim a prize, the potential winners 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 randomly selected winner, at Sponsor’s discretion.

Prizes:

- (a) Two (2) winners will each receive the following My Nintendo Mario + Rabbids Sparks of Hope Sweepstakes sets: one (1) Mario + Rabbids Sparks of Hope Mario 6" figure (valued at \$28.40 AUD), one (1) Mario + Rabbids Sparks of Hope Peach 6" figure (valued at \$28.40 AUD), one (1) Mario + Rabbids Sparks of Hope sticker sheet with 10 stickers (valued at \$7.10 AUD), one (1) Mario + Rabbids Sparks of Hope artbook (valued at \$42.60 AUD), one (1) Mario + Rabbids Sparks of Hope art card set (valued at \$14.20 AUD), one (1) Mario + Rabbids Sparks of Hope: Large size Spark plush (12") (valued at \$21.30 AUD), and one (1) Mario + Rabbids Sparks of Hope: phone ring (valued at \$14.20 AUD).
- (b) Total prize pool value: \$312.40 AUD
- (c) Odds of winning a prize depend on number of eligible entries received. Prizes not claimed within five (5) days after delivery of notification may be forfeited and awarded to an alternate winner. The value of prizes is subject to variation and the winners will not be entitled to compensation for reduction in prize value. All prizes must be taken as offered and are not exchangeable, transferable, or redeemable for cash. No substitutions or exchanges (including for cash) of any prizes will be permitted, except that Sponsor reserves the right to substitute a prize of equal or greater value for any prize. Limit one prize per Nintendo Account, person, household, and address.

Identity of Entrant: In the event of a dispute about the identity of the entrant, Sponsor may declare an entry to have been made by the authorised My Nintendo account holder of the e-mail address submitted at time of entry. An authorised account holder is defined as the natural person who is assigned to an e-mail address by an Internet access provider, online service provider or other organisation (e.g. business, educational institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. The potential winner may be required to provide Sponsor with proof that the potential winner is the authorised account holder of the email address associated with the winning entry.

Privacy: The Sponsor is collecting participants' information for the purposes of conducting and promoting the Sweepstakes. If you do not provide this information, the Sponsor may not be able to enter you into Sweepstakes and/or provide you with a prize. The Sponsor may disclose this information to organisations engaged by the Sponsor to conduct the Sweepstakes; government, law enforcement and regulatory bodies where this is necessary for the Sponsor to comply with its legal obligations; and other companies within the Nintendo Group including Nintendo Co., Ltd. in Japan, Nintendo of Europe GmbH and its branches in Italy, Germany, Austria, Switzerland and the United Kingdom; and Nintendo of America Inc. located in the United States. The Sponsor is bound by the provisions of the Privacy Act 1988 (Australia), the Privacy Act 2020 (New Zealand), and its own privacy policies. You can gain access to the information which the Sponsor holds about you by contacting the Privacy Officer, Nintendo Australia Pty Limited, 804 Stud Road, Scoresby, Victoria 3179, Australia.

Additional Terms and Conditions: The Sweepstakes and these Official Rules will be governed, construed, and interpreted under the laws of Victoria, Australia. This Sweepstakes is subject to all applicable federal and state laws and is void where prohibited. 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. Sponsor shall not be responsible for late, lost, illegible, incomplete, damaged, or misdirected entries and accept no responsibility for any injury, loss or damage of any kind resulting from an entrant's participation in this Sweepstakes unless such liability may not be lawfully excluded in which case their liability will be limited to the maximum extent permitted by law.

If this Sweepstakes is interfered with in any way or is not able to be conducted as anticipated due to any reason beyond the reasonable control of the Sponsor, the Sponsor reserves the right to modify, suspend, extend, terminate, or cancel the Sweepstakes to the full extent permitted by law subject to any approval or directions from a regulatory authority.

Neither the Sponsor nor its officers, agents, employees, or associated companies is responsible if participation is not possible due to technical errors or other reasons outside the reasonable control of the Sponsor. Any delay or failure of Sponsor to perform its obligations under these Official Rules, including, without limitation, with respect to fulfilment 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 labour disputes.

Except where prohibited by law and subject to the applicable Nintendo privacy policy, entry into the Sweepstakes constitutes permission to use entrant's name, city and state/territory of residence, likeness, and prize information, without limitation, for Sponsor's promotional purposes without further permission or compensation. Without limiting the foregoing, entrant (and, if entrant is a Minor, entrant's parent or legal guardian) understands and agrees that Sponsor may use (and may allow third parties to use) the entrant's photo on websites, Social Media pages, advertisements, and other promotional materials. Entrant's grant of the foregoing permission is perpetual and may not be revoked by entrant. As a condition of being awarded a prize, winners (and, if entrant is a Minor, entrant's parent or legal guardian) may be required to confirm such permission in writing and execute and deliver a written affidavit of eligibility, acceptance of these Official Rules, a release of liability, a photo/video consent and publicity release, as well as tax forms and any other documentation required by Sponsor (collectively "Release Forms"). By entering, entrants (and, if entrant is a Minor, entrant's parent or legal guardian) certify that they have complied with these Official Rules and are eligible to win. By entering, entrants (and, if entrant is a Minor, entrant's parent or legal guardian) agree to be bound by these Official Rules and by the decisions of Sponsor, which are final and binding in

all respects. The Sweepstakes and all accompanying materials are Copyright © 2022 by Nintendo. All rights reserved.

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Ubisoft is not a sponsor, co-sponsor or administrator of this sweepstakes.