**Mario Kart 8 Deluxe North American Qualifier 2023 Official Rules**

1. **OVERVIEW**

* **Event**: Mario Kart 8 Deluxe North American Qualifier 2023 (the “Tournament”)
* **Sponsor**: Nintendo of America Inc., 4600 150th Ave NE, Redmond, Washington 98052 (“Sponsor”)
* **Date**: Tournament will have two (2) events (the “Events”), which will be held on March 25, 2023. See timing in Section III below for more information.
* **Location**: PAX East, Boston Convention & Exhibition Center, Boston, Massachusetts
* **Game**: Mario Kart 8 Deluxe
* **Platform**: Nintendo Switch

1. **ELIGIBILITY**

**TO BE ELIGIBLE FOR THE TOURNAMENT, YOU MUST (1) HAVE A VALID PAX EAST 2023 BADGE (2) BE REGISTERED FOR THE TOURNAMENT; (3) SIGN AND RETURN THE PROVIDED PARTICIPATION AGREEMENT; (4) BE A LEGAL RESIDENT OF THE 50 UNITED STATES (INCLUDING D.C.), CANADA, OR MEXICO; AND (5) BE AT LEAST 13 YEARS OLD AT THE TIME OF ENTRY IF A RESIDENT OF THE UNITED STATES OR CANADA, AND AT LEAST 18 YEARS OLD IF A RESIDENT OF MEXICO.** Employees, officers, directors, and agents of Sponsor, 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.

1. **TOURNAMENT DETAILS**
2. **Tournament Date and Times:**
   1. Event #1:
      1. Check-in for Event #1 begins at 10:00 AM ET on March 25, 2023 and ends at 10:55 AM ET on March 25, 2023.
      2. Event #1 will be held from 11:00 AM ET on March 25, 2023 to approximately 1:30 PM ET on March 25, 2023
   2. Event #2:
      1. Check-in for Event #2 begins at 1:00 PM ET on March 25, 2023 and ends at 1:55 PM ET on March 25, 2023.
      2. Event #2 will be held from 2:00 PM ET on March 25, 2023 to approximately 4:30 PM ET on March 25, 2023
3. **Tournament Registration**:
4. Registration Period: To participate in the Tournament you must register during the registration period, Registration begins at 10:00 AM ET on March 24, 2023 and ends at 10:00 AM ET on March 25, 2023 or until 144 players have registered for each Event. A standby line will be available onsite for late registrants to fill in for registered players that have been disqualified, do not show up for their reservation, or are otherwise unable to participate.
5. Individual Registration: During the Registration Period, all players must make a reservation using Warp Pipe Pass to participate. Visit <https://experience.nintendo.com/#/events/10196> and follow the 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.
6. Limits**:** Multiple entrants are not permitted to share the same email address or Nintendo Account user ID. Use of any robots or other system to automate participation, or otherwise participate unfairly, is prohibited, and may result in disqualification in Sponsor’s discretion. In the event of a dispute as to any registration, the authorized account holder of the email address or Nintendo Account user ID used to register will be deemed to be the entrant. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address.
7. **Tournament Structure:**
8. **GENERAL RULES**
   1. There are a total of 144 players participating in each Event of the Tournament.
   2. In the event of a tie, the winner will be determined pursuant to the rules below.
   3. Players are decided as winners based on their placement or by a tiebreaker.
   4. A standby line will be available onsite for late registrants. Sponsor may select back-up players to fill in for participants who have been disqualified, do not show up for their reservation, or are otherwise unable to participate.
9. **OFFICIAL SCORING: TOURNAMENT MASTER**
   1. Prior to the start of the Tournament, Sponsor shall designate a tournament master (“Tournament Master”).
   2. The person designated as the Tournament Master is the only person who can declare an official scoring result.
   3. The Tournament Master may call for extra time to make a decision at any time during the Tournament.
   4. The Tournament Master will determine the official result of any match/phase.
   5. Regardless of what is said over the livestream by announcers, viewers, or the players themselves, the Tournament Master will be the only official source of match results. Any disputes will be settled by this person. The Tournament Master may also consult with the Tournament directors and producers to determine the official outcome.
10. **TOURNAMENT RULES**
    1. Round 1
       1. Time:
          * Event #1 begins at 11:00 AM ET and ends at approximately 1:30 PM ET.
          * Event #2 begins at 2:00 PM ET and ends at approximately 4:30 PM ET.
       2. Total # of Players in Round 1 for each Event: 144 players
       3. Format:
          * Round 1 will consist of three (3) Phases, each Phase having 48 players total.
          * Each Phase has 4 Groups of 12 players: Group A, Group B, Group C, and Group D.
          * Each group will play 4 races.
       4. Courses: Players can vote on any course and the game will randomly determine a course based on player votes.
       5. Tournament Structure:
          * Mode: 150cc Race
          * Teams: No Teams
          * Items: Normal Items
          * Vehicles: All Vehicles
          * Smart Steering: No Smart Steering
          * Race Count: 4 Races
       6. Results: After play, the top 4 players in each Group for each of the three phases with the highest amount of accumulated points will advance to Round 2.
    2. Round 2
       1. Total # of Players in Round 2 for each Event: 48 players
       2. Format:
          * There will be 4 Groups of 12 players.
          * The top 4 players from Group A in each of the 3 Phases from Round 1 will compete against each other.
          * The top 4 players from Group B in each of the 3 Phases from Round 1 will compete against each other.
          * The top 4 players from Group C in each of the 3 Phases from Round 1 will compete against each other.
          * The top 4 players from Group D in each of the 3 Phases from Round 1 will compete against each other.
       3. Courses: Players can vote on any course and the game will randomly determine a course based on player votes.
       4. Tournament Structure:
          * Mode: 150cc Race
          * Teams: No Teams
          * Items: Normal Items
          * Vehicles: All Vehicles
          * Smart Steering: No Smart Steering
          * Race Count: 4 Races
       5. Results: After play, the top 3 players with the highest amount of accumulated points from each Group will advance to Round 3.
    3. Round 3
       1. Total # of Players in Round 3 in each Event: 12 players
       2. Format: 4 Races, all players will compete in each race.
       3. Courses: Players can vote on any course and the game will randomly determine a course based on player votes.
       4. Tournament Structure:
          * Mode: 150cc Race
          * Teams: No Teams
          * Items: Normal Items
          * Vehicles: All Vehicles
          * Smart Steering: No Smart Steering
          * Race Count: 4 Races
       5. Results: After play, the top 3 players with the highest amount of accumulated points will be determined the Grand Prize Winners. All other players will be determined the First Prize Winners.
11. **PRIZING AND APPROXIMATE RETAIL VALUE (“ARV”)**
12. **Tournament Prizes**
    1. Three (3) Grand Prizes will be awarded to the three highest placing players in each Event (6 in total). Each Grand Prize-winning player will receive:
       1. Mario Kart 8 Deluxe North American Qualifier 2023 Grand Prize Trophy (ARV $150 USD)
       2. Mario Kart 8 Deluxe Jacket (ARV $50 USD)
       3. Mario Kart 8 Deluxe Backpack (ARV $50 USD)
       4. Mario Kart 8 Deluxe Tech Decals (ARV $10 USD)

**Total ARV for each Prize: $260.00 USD**

* 1. Nine (9) First Prizes will be awarded to the next highest placing players in each Event (18 in total). Each First Prize-winning player will receive:
     1. Mario Kart 8 Deluxe North American Qualifier 2023 First Prize Trophy (ARV $150 USD)
     2. Mario Kart 8 Deluxe Jacket (ARV $50 USD)
     3. Mario Kart 8 Deluxe Backpack (ARV $50 USD)
     4. Mario Kart 8 Deluxe Tech Decals (ARV $10 USD)

**Total ARV for each Prize: $260.00 USD**

* 1. **Total ARV for all prizes**: $6,240 USD
  2. The three (3) Grand Prize winners in each Event will also receive an entry to compete in the Mario Kart 8 Deluxe Championship Cup 2023 on March 26, 2023, in Boston, Massachusetts (“Championship Entry”). If any such winner is unable or unwilling to participate in the Mario Kart 8 Deluxe Championship Cup 2023, their Championship Entry will be forfeited and awarded to an alternate winner (e.g., the Tournament player with the next highest score).

1. To claim a prize, a potential winner (or if a Minor, his or her parent or legal guardian) must complete provided Release Forms. If a potential winner is not present, is ineligible or disqualified, or fails to 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. If alternate winners are needed, Sponsor reserves the right to continue to contact alternate winners (e.g., the Tournament player 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.
2. **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 shipped within twenty-five (25) weeks of tournament completion. Prizes won by a Minor will be awarded to a parent or legal guardian on the Minor’s behalf.

1. **LICENSE GRANT**

Sponsor 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 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 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 VI without further notice, review or approval, without territorial, time, media or medium or other limitations, for any and all purposes, including, but not limited to, marketing and advertising purposes, except where prohibited by law.

1. **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.**

1. **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: Mario Kart 8 Deluxe North American Qualifier 2023.

1. **PRIVACY**

By participating in the Tournament, you acknowledge and agree that Sponsor may collect the personal information submitted by you and use the information pursuant to Sponsor’s privacy policy. Information collected from U.S. residents is subject to Sponsor’s privacy policy at <https://www.nintendo.com/privacy-policy/>. Information collected from Canadian residents is subject to Sponsor’s privacy policy at <https://www.nintendo.com/en_CA/privacy-policy/>. Information collected from Mexican residents is subject to Sponsor’s privacy policy at <https://www.nintendo.com/es_LA/privacy-policy>.

1. **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.

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