

NINTENDO NEW YORK NINTENDO SWITCH 2 SHOPPING SESSIONS
(JUNE 5, 2025 – JUNE 9, 2025)

WARP PIPE PASS REGISTRATION TERMS & CONDITIONS

NO PURCHASE NECESSARY. Void where prohibited.

These are the Terms & Conditions to register for the Nintendo NEW YORK Nintendo Switch 2 Shopping Sessions for June 5, 2025 through June 9, 2025 (each a “Shopping Session”). Warp Pipe Passes (“Pass”) to attend a Shopping Session will be made available through a drawing (“Drawing”). To receive a Pass, you must register for a Shopping Session and be selected in the Drawing for that Shopping Session. A Pass is required to purchase Nintendo Switch 2 products at Nintendo NEW YORK from June 5, 2025 through June 9, 2025, and on other dates and/or times as determined by Nintendo. Pass holders may purchase either one Nintendo Switch 2 system or one Nintendo Switch 2 + Mario Kart World Bundle. Purchase of Nintendo Switch 2 accessories, games and amiibo are limited to one of each per Pass holder. All products are available while supplies last.

Sponsor: Nintendo of America 4600 150th Avenue NE; Redmond, WA 98052 (“Nintendo”)

Eligibility: Registration is available only to individuals who are at least 18 years old, are residents of the 50 United States, and have a Nintendo Account. Directors, officers and employees of Sponsor 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 register or to receive a Pass.

How to Register: Registration begins on May 23, 2025, at 12:00pm ET and ends on May 27, 2025 at 10:59am ET (“Registration Period”). Limit one registration per person. To register, you must (1) have a Nintendo Account (if you do not have a Nintendo Account you can register for one here: <https://my.nintendo.com>), (2) visit <https://experience.nintendo.com/#/events/10488>, (3) sign into your Nintendo Account, (4) select a session date, and (5) complete the registration form.

Registering for a Shopping Session does not guarantee that you will receive a Pass to attend the Shopping Session. Odds of being selected to receive a Pass for a Shopping Session depend on number of eligible individuals that are registered for the applicable Shopping Session. Those selected in a Drawing to attend a Shopping Session to purchase Nintendo Switch 2 products will be emailed Pass(es) for the applicable Shopping Session they are selected for in the form of a digital QR Code, which must be brought to the Shopping Session.

Attendee Selection: On or around May 27, 2025, the Drawing will take place in Redmond, Washington to select Shopping Session attendees from all those that registered for the applicable Shopping Session.

- a. June 5, 2025: 600 attendees will be selected in a Drawing for this Shopping Session;
- b. June 6, 2025: 650 attendees will be selected in a Drawing for this Shopping Session;
- c. June 7, 2025: 650 attendees will be selected in a Drawing for this Shopping Session;
- d. June 8, 2025: 500 attendees will be selected in a Drawing for this Shopping Session;
- e. June 9, 2025: 150 attendees will be selected in a Drawing for this Shopping Session

Maximum one Pass per person. Each Pass permits one individual to attend a specific Shopping Session. The date your Pass is valid for is listed on the Pass. Entry into Nintendo NEW YORK is available any time during normal store hours for that Shopping Session day.

No substitutions or exchanges (including for cash) will be permitted for any Pass. Passes have no cash value and may not be transferred or sold to any other person. Passes are a revocable license to attend the Shopping Session and may be revoked by Nintendo at any time. Passes are distributed "AS IS" and WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. TRAVEL TO AND FROM THE EVENT AND ALL FEDERAL, STATE, PROVINCIAL AND LOCAL TAXES ASSOCIATED WITH THE RECEIPT OR USE OF PASS ARE THE SOLE RESPONSIBILITY OF THE PASS RECIPIENT.

Registrant's Personal Information: Information collected from US residents is subject to Sponsor's privacy policy at <https://www.nintendo.com/privacy-policy>. By registering to attend the Shopping Session, you also acknowledge and agree that if you are selected to attend the Shopping Session, then as required by applicable law, your personal information may be shared with regulators or as otherwise required by the law, including, without limitation, your legal name, contact information, and address.

Additional Terms: By registering for a Shopping Session, you are agreeing to these Terms and Conditions. These Terms and Conditions will be governed, construed and interpreted under the laws of the State of Washington, USA, and is subject to all applicable federal, state, provincial and local laws and is void where prohibited. Nintendo shall not be responsible for late, lost, illegible, incomplete, damaged or misdirected registrations and accepts no responsibility for any injury, loss or damage of any kind resulting from an attendee's registration. By attending the Shopping Session, you assume all risks occurring before, during, and after the Shopping Session, and release Nintendo, its parent company, and their respective officers, directors, employees, representatives and agents from any liability whatsoever, and waive any and all causes of action, related to any claims, costs, injuries, losses, or damages of any kind arising out of or in connection with the Shopping Session or delivery, misdelivery, acceptance, possession, use of or inability to use Pass(es) (including, without limitation, claims, costs, injuries, losses and damages related to personal injuries, death, damage to or destruction of property, whether intentional or unintentional), whether under a theory of contract, tort (including negligence), warranty or other theory. Nintendo reserves the right to amend or make changes to these Terms and Conditions and the decisions of Nintendo with respect to these Terms and Conditions are final and binding in all respects.

Any delay or failure of Nintendo to perform its obligations under these Terms and Conditions, including, without limitation, with respect to distribution of the Pass(es), shall be excused to the extent that such delay or failure is caused by an event or occurrence beyond Nintendo'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.