

Mario Tennis Fever Open October 2026

I. OVERVIEW

- **Event:** Mario Tennis Fever Open October 2026 (the “Tournament”)
- **Sponsor:** Nintendo of America Inc., 4600 150th Ave NE, Redmond, Washington 98052 (“Sponsor”)
- **Date and Time:** Tournament will be held Saturday, October 24, 2026. See timing in Section III below for more information.
- **Game:** Mario Tennis™ Fever
- **Platform:** Nintendo Switch™ 2

II. ELIGIBILITY

NO PURCHASE NECESSARY TO ENTER OR WIN; PURCHASE WILL NOT INCREASE ODDS OF WINNING. TO BE ELIGIBLE FOR THE TOURNAMENT, YOU MUST (1) BE A LEGAL RESIDENT OF THE 50 UNITED STATES (INCLUDING D.C.), CANADA, OR MEXICO, AND BE LOCATED IN THOSE TERRITORIES WHILE PARTICIPATING IN THE TOURNAMENT; (2) 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; AND (3) HAVE LEGAL ACCESS TO EACH OF THE FOLLOWING DURING THE TOURNAMENT: (a) A NINTENDO SWITCH 2 SYSTEM AND MARIO TENNIS FEVER GAME, (b) A NINTENDO ACCOUNT, (c) ANY NINTENDO SWITCH ONLINE MEMBERSHIP, INCLUDING TRIAL MEMBERSHIP FOR NINTENDO SWITCH ONLINE, AND (d) HAVE EASY AND REGULAR ACCESS TO A CONSISTENT, RELIABLE HIGH-SPEED INTERNET CONNECTION. Employees, officers, directors, and agents of Sponsor and Battlefy, Inc. (“Battlefy”), together with their respective parent companies, affiliates, subsidiaries, advertising, and fulfillment agencies (together “Related Parties”), and their immediate family members (spouse, parents, children, siblings and each for their respective spouses, regardless of where they reside) and persons living in their same household, whether or not related, 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, provisional and local laws and regulations apply.

III. TOURNAMENT DETAILS

- A. **Tournament Date and Time:** The Tournament will begin on October 24, 2026 at 10:00 AM PT.
- B. **Tournament Registration:**
1. **Registration Period:** Registration begins at 9:00 AM PT on October 5, 2026, and ends at 9:30 AM PT on October 24, 2026. To participate in the Tournament, you must register during the Registration Period.
 2. **Individual Registration:** During the Registration Period, all players must register through Battlefy to participate. Visit battlefy.com/nintendovs/mario-tennis-fever and follow the links and 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, contact email address, in-game name, 12-digit Nintendo Switch Friend Code, Nintendo Account email address, and Nintendo Account User Support Number.
 3. **Limits:** Multiple entrants are not permitted to share the same email address or Nintendo Account User Support Number during the Tournament. 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 Support Number 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.

4. **Reporting Scores:** The winner of the match is responsible for reporting the score on the corresponding match page accessible from the Battlefy bracket once a match is complete. It is advised that the winning player should verify the results in case of a mistake in the score reporting process. Using the Capture button on the controller, each player should take a screenshot and/or video of the victory screen for each game in the match in case of a dispute on the reporting. If you have any problems, please request help from a Tournament administrator via the Report Match Issue button located on each Battlefy match page.
5. **Disconnection:** If a player disconnects during a game after at least 1 minute has transpired or 3 points have been scored, the player forfeits the match. In the event of a dispute, the player that experiences the disconnection is responsible for providing video evidence of the disconnection via the Nintendo Switch Capture feature.
6. **Verification:** Players will not be eligible to advance to the Top 4 Round until they are verified by Battlefy based on complying with the rules of this Tournament.

IV. TOURNAMENT STRUCTURE, WINNERS, AND SCORING

A. Bracket Round

1. **Time:** 10:00 AM PT
2. **Format:** One-on-One (1 player vs. 1 player), Best-of-3, Single-Elimination
 - All players who check-in will be seeded into a single elimination bracket at the discretion of the Tournament organizers.
3. **Rules:**
 - Players will play up to three (3) games to determine the winner of the match.
 - Players will report their score to Battlefy as described in these Official Rules.
 - In the event of a tie in a single game, the winner will be determined by in-game decision.
 - If there is a dispute, Battlefy will moderate and if Battlefy determines that the result is still unclear, Battlefy will moderate a rematch.
4. **Tournament Check-In:**

For each Bracket Round match, players will be required to check-in with 10 minutes of being assigned an opponent. If you do not check-in for your match within the specified time, the match will be cancelled and you may be given a match loss by Tournament administrators, allowing the opponent to advance in the bracket. If neither player has checked into a match within 10 minutes after the match has been generated, both players will be disqualified and/or given match losses at the discretion of the Tournament administrators. Support must also be contacted in case of delays during a match. If a match has not been completed 20 minutes after the round has opened and no contact with support has been made by either player, both players will be disqualified at the discretion of the Tournament administrators. During the Bracket Round, each player must be in the support chat located at this link: <https://discord.gg/AcuvXbF>. For the Top 4 Round, players will be required to check-in with a Tournament administrator at this link: <https://discord.gg/AcuvXbF>, 30 minutes before the start of the Top 4 Round or immediately after the conclusion of the Bracket Round. If you do not check in for the Top 4 Round within the specified time, an alternate winner may be designated at Sponsor's discretion.
5. **Hosting:**

The player on the left side of the Match screen on Battlefy's website will host the match. The host must be a player who is participating in the match except during broadcast which will be hosted by Sponsor. The host for each match will create an Online Room and the opponent participating in the match will join the Online Room. The host will communicate the Room ID

to their opponent via the Battlefy Private Chat located on the match page accessible from the Battlefy Tournament bracket or the player guide available from Battlefy's website for the Tournament. The host for each match will create a Tennis Match in the Create Room section of Online Room.

6. Required Gameplay and Settings:

- Characters: All characters allowed
- Fever Rackets: All Fever Rackets allowed
- Match Type: Singles
- Fever Rackets: One
- Match Length: Extended Play
- Sets: 1
- Games: 2
- Tiebreaker: Yes
- Public: No
- Court: Stadium Court (Grass)
- Ball Type: Standard Ball

7. Changing Character and Fever Racket Between Games:

- Between games in the Best-of-3 match, both players are allowed to change both their character and their Fever Racket. Once a game has finished, the host should select Change Character from the post-game Menu screen. This will offer both players the opportunity to change both their character and their Fever Racket.

8. Results:

- After play, the top four (4) players from the Bracket Round will move on to Top 4 where they will compete to advance in the competition. The bracket will be posted by Battlefy at battlefy.com/nintendovs/mario-tennis-fever.

B. Top 4 Round

1. Time: 1:00 PM PT

2. Structure: Top four (4) players from the Bracket Round will be eligible to participate in the Top 4 Round. Players will be placed in a double elimination bracket posted by Battlefy at battlefy.com/nintendovs/mario-tennis-fever. Players will compete until there is one (1) player remaining.

- Each player will start in the Winner's bracket.
- When a player loses a match, they will move down to the Loser's bracket.
- When a player loses two matches, they are eliminated from the Tournament.
- The Tournament ends when one (1) player remains.

3. Format: One-on-One (1 player vs. 1 player) Best-of-3, Double Elimination.

4. Hosting:

Each match in the Top 4 Round portion of the Tournament will be broadcast and hosted by the Sponsor. The Sponsor will create an Online Room and the opponent participating in the match will join the Online Room. The Sponsor will communicate the Room ID to both players via a Discord Channel located at this link: <https://discord.gg/AcuvXbF>. The host for each match will create a Tennis Match in the Create Room section of Online Room.

5. Rules:

- Players will play up to three (3) games to determine the winner of the match.
- Players will report their score to Battlefy as described in these Official Rules.
- In the event of a tie in a single game, the winner will be determined by in-game decision.
 - If there is a dispute, Battlefy will moderate and if Battlefy determines that the result is still unclear, Battlefy will moderate a rematch.

6. Required Gameplay and Settings:

- Characters: All characters allowed
- Fever Rackets: All Fever Rackets allowed
- Match Type: Singles

- Fever Rackets: One
- Match Length: Extended Play
- Sets: 1
- Games: 2
- Tiebreaker: Yes
- Public: No
- Court: Stadium Court (Grass)
- Ball Type: Standard Ball

7. **Changing Character and Fever Racket Between Games:**

Between games in the Best-of-3 match, both players are allowed to change both their character and their Fever Racket. Once a game has finished, the host should select Change Character from the post-game Menu screen. This will offer both players the opportunity to change both their character and their Fever Racket.

8. **Results:** After play, the highest placing player from the Tournament based on in-game scores will be the Grand Prize winner and will receive a Grand Prize. The second highest placing player from the Tournament will be the First Prize winner and will receive a First Prize. The third highest placing player from the Tournament will be the Second Prize winner and will receive a Second Prize. The fourth highest placing player from the Tournament will be the Third Prize winner and will receive a Third Prize. The fifth through eighth placing players from the Tournament will be Fourth Prize winners and will each receive a Fourth Prize.

V. **PRIZING AND APPROXIMATE RETAIL VALUE (“ARV”)**

A. **Tournament Prize:** There will be a total of eight (8) prize winners in the Tournament.

1. **Grand Prize:** There will be one (1) Grand Prize winning player who will receive:

- One (1) Mario Tennis Fever Grand Prize Trophy (ARV \$299.99 USD)
- One (1) NintendoVS Duffle Bag (ARV \$79.99 USD)
- One (1) Mario Tennis Fever Convertible Cinch (ARV \$39.99 USD)
- One (1) Mario Tennis Fever Visor (ARV \$17.99 USD)
- One (1) Mario Tennis Fever Water Bottle (ARV \$14.99 USD)
- One (1) Mario Tennis Fever Hand Towel (ARV \$9.99 USD)
- One (1) Mario Tennis Fever Sweatband (ARV \$5.99 USD)

Total ARV for Grand Prize: \$468.93 USD

2. **First Prize:** There will be one (1) First Prize winning player who will receive:

- One (1) Mario Tennis Fever First Prize Trophy (ARV \$299.99 USD)
- One (1) NintendoVS Duffle Bag (ARV \$79.99 USD)
- One (1) Mario Tennis Fever Convertible Cinch (ARV \$39.99 USD)
- One (1) Mario Tennis Fever Visor (ARV \$17.99 USD)
- One (1) Mario Tennis Fever Water Bottle (ARV \$14.99 USD)
- One (1) Mario Tennis Fever Hand Towel (ARV \$9.99 USD)
- One (1) Mario Tennis Fever Sweatband (ARV \$5.99 USD)

Total ARV for First Prize: \$468.93 USD

3. **Second Prize:** There will be one (1) Second Prize winning player who will receive:

- One (1) Mario Tennis Fever Second Prize Trophy (ARV \$299.99 USD)
- One (1) NintendoVS Duffle Bag (ARV \$79.99 USD)
- One (1) Mario Tennis Fever Convertible Cinch (ARV \$39.99 USD)
- One (1) Mario Tennis Fever Visor (ARV \$17.99 USD)

- One (1) Mario Tennis Fever Water Bottle (ARV \$14.99 USD)
- One (1) Mario Tennis Fever Hand Towel (ARV \$9.99 USD)
- One (1) Mario Tennis Fever Sweatband (ARV \$5.99 USD)

Total ARV for Second Prize: \$468.93 USD

4. **Third Prize:** There will be one (1) Third Prize winning player who will receive:

- One (1) NintendoVS Duffle Bag (ARV \$79.99 USD)
- One (1) Mario Tennis Fever Convertible Cinch (ARV \$39.99 USD)
- One (1) Mario Tennis Fever Visor (ARV \$17.99 USD)
- One (1) Mario Tennis Fever Water Bottle (ARV \$14.99 USD)
- One (1) Mario Tennis Fever Hand Towel (ARV \$9.99 USD)
- One (1) Mario Tennis Fever Sweatband (ARV \$5.99 USD)

Total ARV for Third Prize: \$168.94 USD

5. **Fourth Prize:** There will be four (4) Fourth Prize winning players who will each receive:

- One (1) Mario Tennis Fever Convertible Cinch (ARV \$39.99 USD)
- One (1) Mario Tennis Fever Visor (ARV \$17.99 USD)
- One (1) Mario Tennis Fever Water Bottle (ARV \$14.99 USD)
- One (1) Mario Tennis Fever Hand Towel (ARV \$9.99 USD)
- One (1) Mario Tennis Fever Sweatband (ARV \$5.99 USD)

Total ARV for each Fourth Prize: \$88.95 USD

6. **Total ARV for all prizes: \$1931.53 USD**

B. **Winner Notification for Tournament prize:** The potential winners will be notified via email within ten (10) business days following the conclusion of the Tournament 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 winner cannot be contacted, is ineligible or disqualified, or fails to return the completed and executed Release Forms in a timely manner 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. For clarity, the ten-day notification period in this paragraph only applies to the first round of potential winners. If alternate winners are needed, Sponsor reserves the right to continue to contact alternate winners (e.g., the 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.

C. **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 comparable 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 won by a Minor will be awarded to a parent or legal guardian on the Minor's behalf.

D. **Nintendo Account & Identity of Entrant:** A Nintendo Account is required to participate in the Tournament and the entrant's Nintendo Account must be consistent with their country of

residence. In the event of a dispute about the identity of the entrant, Sponsor may declare an entry to have been made by the authorized account holder of the e-mail address associated with the Nintendo Account used for the entry. An authorized 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 organization (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 authorized account holder of the e-mail address associated with the winning entry.

VI. LICENSE GRANT

Sponsor, Battlefy 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, Battlefy 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, Battlefy 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 name, 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.

VII. 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.

VIII. 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 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.

By entering the Tournament, entrants certify that they have complied with these Official Rules and are eligible to win. 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) player will comply with Sponsor's Community Guidelines (<https://www.nintendo.com/en-ca/code-of-conduct/>), (b) the player's participation in the Tournament will not reflect negatively on Sponsor, its brands, products or services, (c) the player will use a player name and/or team name that is appropriate for general audiences, (d) the player will behave in an appropriate and respectful manner towards other participants, spectators, press and any members of Tournament staff, and (e) the player will not engage in unsportsmanlike conduct (e.g. excessive trash talking, disruptive behavior), and (f) the player will not use pirated or modified versions of Nintendo Switch games.

Participants who violate or do not comply with these Official Rules, tamper with or abuse any aspect of the Tournament, use modified hardware, accessories, or software, or engage in any conduct that is detrimental or unfair to Sponsor, the Tournament, or any other Tournament participant (in each case as solely determined by Sponsor, in its sole discretion), are subject to disqualification from the Tournament, and Sponsor reserves the right to terminate such participant's eligibility to participate in the Tournament and/or any other tournament, event, or promotion offered by Sponsor. Players who engage in any conduct that intentionally stalls or delays the Tournament, intentionally prevents the Tournament from advancing as intended, or who intentionally play in a manner that is not consistent with the purpose of the Tournament (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 League, or for any other reason determined in the Sponsor's sole discretion. Persons who tamper with or abuse any aspect of the League 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. Players with an obscene, vulgar, or otherwise inappropriate in-game player name, as determined by Sponsor, may be disqualified and ineligible to receive a Prize. 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 League, 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 Tennis Fever Open October 2026.

IX. 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.

X. PRIVACY

By participating in the Tournament, you acknowledge and agree that Sponsor and Battlefy 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/.

XI. WINNERS LIST AND OFFICIAL RULES

You may request a copy of the winners list or these Official Rules by writing to Nintendo at the address provided above. Requests must be received no later than 30 days after the end of the Tournament.

XII. COPYRIGHT AND TRADEMARK NOTICE

© Nintendo. All rights reserved.