

MY NINTENDO™ BUILD-A-BEAR® ANIMAL CROSSING™: NEW HORIZONS SWEEPSTAKES

OFFICIAL RULES

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES.

Purchase will not improve odds of winning.

The My Nintendo™ Build-A-Bear® Animal Crossing™: New Horizons Sweepstakes (“Sweepstakes”) is sponsored by Nintendo of America Inc., 4600 150th Ave NE, Redmond, WA 98052, USA (“Sponsor”).

Eligibility: Sweepstakes is open only to individuals who are residents of the 50 United States and Canada (excluding Quebec) and who are 13 years old or older at time of entry. All participants 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. By permitting an entrant to participate in the Sweepstakes 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. Directors, officers and employees of Sponsor, Build-A-Bear 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. By permitting an entrant who is under the age of 18 or under the legal age of majority in the entrant’s state of residence (“Minor”) to participate in the Sweepstakes 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 and the Release Forms (defined below) on behalf of both the parent or legal guardian and the Minor.

Sweepstakes Period: The Sweepstakes begins on Tuesday, April 6, 2021 at 9:00 am and ends Sunday, April 18, 2021 at 11:59 pm (all times in these Official Rules are Pacific Time).

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 here [<https://my.nintendo.com/>]); (2) visit https://my.nintendo.com/reward_categories/sweepstake; (3) sign in to your Nintendo Account, and (4) redeem 10 Platinum Points per entry at the My Nintendo™ Build-A-Bear® Animal Crossing™: New Horizons Sweepstakes page (<https://my.nintendo.com/rewards/6d844486865af13c>).

Selection of Winners: On or about April 23, 2021, a random draw will take place in Redmond, Washington to select five (5) winners from among all eligible Entries to award the Prize. The potential winners will be notified by email on or about April 30, 2021. To claim a prize, the potential winners must follow the instructions contained in the notification and respond within five (5) days. Before being declared a prize winner, each selected entrant who is a resident of Canada must first correctly answer without assistance of any kind, whether mechanical or otherwise, a time-limited mathematical skill-testing question (“Skill-Testing Question”) to be administered by telephone. After a selected entrant’s successful completion of the Skill-Testing Question (if applicable) and verification of the entrant’s eligibility, such entrant will be awarded a prize, as set forth below. If a prize is won by a Minor, it will be awarded to a parent or guardian on the Minor’s behalf.

Prizes:

- (a) Five (5) winners will each receive the following: one (1) Animal Crossing™: New Horizons Isabelle Summer Bundle with Opening Theme Music (ARV: \$51.00 USD) and one (1) Animal Crossing™: New

Horizons Tom Nook Summer Bundle with Opening Theme Music (ARV: \$51 USD) Total ARV \$102.00 USD

(b) Total prize value: ARV \$510.00 USD

(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. 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. Prizes may not be transferred to any other person. Limit one prize per household or address. All prizes are 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 LOCAL TAXES ASSOCIATED WITH THE RECEIPT OR USE OF ANY PRIZE ARE THE SOLE RESPONSIBILITY OF THE WINNER.

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 authorized My Nintendo account holder of the e-mail address submitted at time of 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.

Entrant's Personal Information: Information collected from each entrant is subject to the Nintendo privacy policy at <http://www.nintendo.com/corp/privacy.jsp>. In addition, except where prohibited by law, and for Canadian residents, subject to the Nintendo of Canada Online Privacy Policy at http://www.nintendo.com/corp/privacy_ca.jsp, entry into the Sweepstakes by any means constitutes permission. By participating in the Sweepstakes, you also acknowledge and agree that if you are a prize winner, then as required by applicable law, your personal information may be shared with regulators, including, without limitation, your legal name, contact information, address, and prize description.

Additional Terms and Conditions: The Sweepstakes and these Official Rules will be governed, construed and interpreted under the laws of the State of Washington, USA. This Sweepstakes is subject to all applicable federal, state, provincial and local 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. Sponsor reserves the right to amend these Official Rules or to terminate this Sweepstakes.

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.

By entering the Sweepstakes, you (and, if you are a Minor, your parent or legal guardian) release Sponsor, its partners, and its 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 Sweepstakes or delivery, misdelivery, acceptance, possession, use of or inability to use the prize (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. 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 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) will 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. For a copy of the winners list or these Official Rules, send a written request with a self-addressed, business-size return envelope to: Attn: My Nintendo Build-A-Bear Animal Crossing: New Horizons Sweepstakes, Nintendo of America Inc., 4600 150th Ave NE, Redmond, WA 98052, USA. 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 © 2021 by Nintendo. All rights reserved.

Build-A-Bear is not a sponsor, co-sponsor or administrator of this sweepstakes.