MobileSyrup + Nintendo Canada's two-night trip for two to New York City Contest

(the "Contest")

Official Contest Rules (the "Rules")

The Contest is subject to all federal, provincial, and municipal laws.

VOID IN WHOLE OR PART WHERE PROHIBITED BY LAW.

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS CONTEST. A PURCHASE OR PAYMENT WILL NOT INCREASE OR IMPROVE YOUR CHANCES OF WINNING.

INTERNET ACCESS REQUIRED.

- 1. Contest Sponsor: The Contest is sponsored by MobileSyrup ("MobileSyrup") and the Prizes (as described herein) are provided by Nintendo Canada (the "Prize Provider"). This Contest will be run in accordance with these Rules, subject to amendment by MobileSyrup. Entrants must comply with these Rules, and, by entering the Contest, will be deemed to have received, understood and accepted the Rules.
- 2. Contest Period: The Contest starts at 12:00 PM (Eastern Daylight Time) on April 6th, 2023 and continues until 11:59 PM (Eastern Daylight Time) on April 20th, 2023 (the "Contest Period").
- 3. Eligibility: The Contest is only open to legal residents of Canada (excluding Quebec) who are at least 18 years of age or older at the time of entry. Employees of MobileSyrup, Prize Provider and each of their respective parent and affiliated companies and subsidiaries, and immediate family members of any such person (regardless of where they live) or those with whom any such persons are domiciled are not eligible to enter the Contest. Entries are limited to individuals only; commercial enterprises and business entities are not eligible to enter the Contest.
- 4. How to Enter: No purchase necessary. To enter the Contest, during the Contest Period, follow and then tweet "MobileSyrup" at @MobileSyrup a photo with the hashtag #BiggestCanadianZeldaFan showing why you think you are the biggest fan of "The Legend of Zelda."

ENTRANT IDENTITY: If the identity of an entrant is disputed, the authorized account holder of the e- mail address submitted at the time of entry will be deemed to be the entrant. The individual assigned to the submitted e-mail address is considered the authorized account holder. A selected entrant may be required to provide proof that he/she is the authorized account holder of the e-mail address associated with the selected entry. All entries must be submitted from a valid e-mail account that may be identified by reverse domain name search. The sole determinant of time for the purposes of receipt of a valid entry in this Contest will be the Contest server machine(s).

- 5. Prize: There are two (2) prizes available to be won, a grand prize and secondary prize.
 - **Grand Prize** (total value up to \$5,000 CAD):
 - A physical The Legend of Zelda: Tears of the Kingdom Collector's Edition game

- A trip to New York City to celebrate the launch of The Legend of Zelda: Tears of the Kingdom, including: Two economy round trip plane tickets from a major airport in Canada to New York City
- A two night stay at a hotel in New York City, including two double or queen beds
- A \$250 USD prepaid credit card
- **Secondary Prize** (total value: \$301.21 CAD):
 - A physical The Legend of Zelda: Tears of the Kingdom game
 - o A The Legend of Zelda Triforce light
 - HORI Compact Stand Zelda Edition for Nintendo Switch
 - Wireless HORIPAD Pro Controller The Legend of Zelda

Each Prize must be accepted as awarded and is not substitutable, transferable or convertible to cash. All prize elements will be fulfilled, no later than May 19th, 2023.

6. Winner Determination: A panel of judges at MobileSyrup will judge all photos submitted on the basis of originality, creativity, uniqueness, and relevance to the category of submission.

All judging criteria will be weighed equally. In the event of a tie, the photo with the **highest score in creativity** will be selected as the winner of Grand Prize, and the photo with the **second highest in creativity** will be selected as the winner of Secondary Prize. In the event of a tie in creativity scores, the winner of both Grand Prize and Secondary Prize will be selected by random draw. Judging will be completed, and the winners contacted by April 21st. If you have not been contacted by this date, you may assume that your entry is not a winner.

Odds of a Photo being selected by the contest judges as the winner of the Grand Prize and Secondary Prize depend on the number and caliber of entries received..

MobileSyrup will contact the selected entrant(s) by directly messaging them via the social media account provided to enter the Contest. If a selected entrant does not acknowledge winner notification attempts within forty-eight (48) hours after MobileSyrup's first attempt at contact or, if contacted, does not claim the prize, or does not meet all of the Contest conditions outlined in these Rules, the selected entrant will be disqualified and forfeits the prize, and another entrant may be selected from among all remaining eligible entries whom MobileSyrup will attempt to contact, and who will be subject to disqualification in the same manner. This process will continue until contact is made with a selected entrant who meets Contests requirements or until there are no more eligible entries, whichever comes first. MobileSyrup is not responsible for failed attempts to notify any selected entrant. Upon prize forfeiture, no compensation will be given.

- 7. Prize Substitution: Any prize is non-exchangeable, non-transferable, and non-refundable, has no cash-surrender value, and must be accepted as awarded with no substitutions. MobileSyrup reserves the right, in its sole discretion, to substitute and/or modify any prize with (a) prize(s) of equal or greater value for any reason.
- 8. Winner Conditions: To be declared a winner, a selected entrant must first: (i) have complied with, be in compliance with, and continue to comply with the Rules; (ii) correctly answer,

unaided, a time-limited, mathematical skill-testing question to be administered by Contest MobileSyrup; and (iii) sign and return a Declaration and Release form within a specified period of time confirming compliance with the Contest Rules and releasing the Releasees (as defined below) from liability in connection with the Contest.

9. Tampering: All entries that are incomplete, illegible, damaged, irregular, have been submitted through illicit means, or do not conform to or satisfy any condition of the Rules may be disqualified by MobileSyrup. MobileSyrup takes no responsibility for lost, stolen, delayed, damaged, misdirected, late or destroyed entries, typographical or other production errors, or any errors or omissions in printing or advertising related to this Contest. Any attempt by any entrant to obtain more than the stated maximum number of entries by using multiple/different names, email addresses, identities, registrations and logins, or any other methods will void that person's entries and eligibility to win the prize and that participant will be disqualified from the Contest.

Any use of robotic, repetitive, automatic, programmed or similar entry methods or agents (including, but not limited to, contest entry services) will void all entries by that entrant. MobileSyrup assumes no responsibility for failure of the internet, the website or any social media accounts during the Contest, for any problems or technical malfunction of any telephone network or lines, computer on-line systems, servers, access providers, computer equipment, software, failure of any email or traffic congestion on the internet or at any website or social media sites, or any combination thereof including any injury or damage to an entrant's or any other person's computer related to or resulting from playing or downloading any material in the promotion. Any attempt to deliberately damage any website or to undermine the legitimate operation of this Contest is a violation of criminal and civil laws. Should such an attempt be made, MobileSyrup reserves the right to seek remedies and damages to the fullest extent permitted by law, including criminal prosecution.

- 10. Modification/Termination: Subject to applicable law, MobileSyrup reserves the right, in their sole discretion and without liability, to terminate or suspend the Contest in whole or in part, or modify the Rules of the Contest at any time without notice if fraud, technical failures including any network server or hardware failure, viruses, bugs, errors in programming, or communications or any other errors or other causes beyond the control of MobileSyrup corrupts the administration, integrity or security of the Contest or if any other factor interferes with the conduct of this Contest as contemplated by these Rules, or for any other reason at the sole discretion of MobileSyrup.
- 11. Privacy: By entering this contest, each entrant expressly consents to MobileSyrup, its agents and/or representatives, storing, sharing, and using the personal information submitted with the entry only for the purpose of administering the Contest and in accordance with MobileSyrup's Privacy Policy found at https://mobilesyrup.com/privacy-policy/, unless the entrant otherwise agrees
- 12. Publicity: By accepting a prize, each winner agrees that MobileSyrup, Prize Provider and each of their respective designees may use winner's name, photographs, videos, likenesses, city of residence, biographical information, prize information and/or statements about this Contest for advertising and/or publicity purposes in any and all media (now or hereafter known) throughout the world, in perpetuity without compensation, notification, or permission, unless otherwise prohibited by law.

- 13. Release and Liability: By entering this Contest entrants forever release and hold harmless MobileSyrup, Prize Provider and each of their respective parent companies, subsidiaries, advertising and promotional agencies, its affiliates and respective directors, officers, owners, partners, employees, agents, representatives, successors and assigns (collectively the "Releasees") from any and all damages, injuries, death, loss, or liability to person or property, due in whole or in part, directly or indirectly, by reason of entering the Contest, the acceptance, possession, use or misuse of any prize, or while preparing for and/or participating in any Contest and/or prize-related activity.
- 14. Construction: All issues and questions concerning the construction, validity, interpretation and enforceability of these Rules, or the rights and obligations of entrants and MobileSyrup in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the Province of Ontario without giving effect to its conflict of law rules and provisions. All entrants consent to the jurisdiction and venue of the Province of Ontario. All entrants expressly agree that the Ontario courts shall have sole jurisdiction over any dispute or litigation arising from or relating to this Contest and agree to submit to the laws of and the jurisdiction of the federal courts of Canada and provincial courts of the Province of Ontario, and hereby waive the jurisdiction of any other court that now or in the future could be considered competent for any reason. The venue shall only be Toronto, Ontario.

The invalidity or unenforceability of any provision of these Rules shall not affect the validity or enforceability of any other provision. If any provision is determined to be invalid or otherwise unenforceable, these Rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein.