

SWEEPSTAKES OFFICIAL RULES

Important: Please read these Official Rules before entering this sweepstakes (the “Sweepstakes”). By participating in the Sweepstakes, you (“you” or the “Entrant”) agree to be bound by these Official Rules and represent that you satisfy all of the eligibility requirements below.

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. PURCHASE DOES NOT INCREASE YOUR CHANCE OF WINNING. OPEN TO RESIDENTS OF THE UNITED STATES WHO ARE 13 YEARS OF AGE OR OLDER. VOID WHERE PROHIBITED OR OTHERWISE RESTRICTED BY APPLICABLE LAW.

1. SPONSOR: ePartners LLC, 3200 South Congress Avenue, Suite 101, Boynton Beach, FL 33426
The Sponsor is solely responsible for all aspects of this Sweepstakes.

2. ELIGIBILITY: The Sweepstakes is open to legal residents of the United States (US) who are at least thirteen (13) years of age. Employees, directors and officers and their immediate families (spouses and siblings, parents and children and their spouses) and members of the same household (whether or not related) of ePartners LLC,, Big Ben Interactive,, Nintendo of America and each of their respective parents, subsidiaries, distributors, affiliates, advertising and promotion agencies and companies involved in the design, implementation and execution of the Sweepstakes (collectively the “Entities”) are not eligible to participate or win a prize. If you do not meet any of these requirements or any other eligibility requirements in this Official Rules, you are not eligible to win a prize and Sponsor reserves the right not to award prizes to you. If you are under the legal age of majority in your state of residence (a “Minor”), prior to awarding a prize in connection with your entry, one of your parents or legal guardians must submit a signed, written statement that he or she has read, understood and agreed to these Official Rules, and that such agreement constitutes acceptance of these Official Rules on behalf of you and himself or herself. To be eligible to win a prize, entries must be completed and received by Sponsor in the format designated below. Sweepstakes is void in Puerto Rico and void outside the US (including overseas US military installations) and where prohibited, taxed or restricted by law.

3. HOW TO ENTER: This Sweepstakes starts at 12:00 a.m. (all times Eastern Standard Time) on March 1, 2018 and ends on the earlier of either 11:59 p.m. on July 30, 2018 or when three (3) potential winners have been selected (winners for Aqua Moto Racing Utopia and three (3) potential winners for Snow Moto Racing Freedom (“Sweepstakes Period”). You may enter the Sweepstakes during the Sweepstakes Period by either (1) obtaining an entry QR code displayed on the inside of the Switch game box or visiting www.snowmoto.us or www.aquamoto.us and registering for the Sweepstakes, (each valid registration, an “Entry”). You may enter only once for each game using either method of entry, and you will be required to disclose your full name, mailing address and email address (and if you are a Minor, your parent or legal guardian’s email address and phone number). All requested registration information must be provided and you must meet all eligibility requirements in these Official Rules for your Entry to be valid. You understand that by participation in this Sweepstakes, if you are a potential winner, the Sponsor will contact you via email address for purposes of administering this Sweepstakes. It is your sole responsibility to notify the Sponsor in writing if you change your email address.

4. LIMITATIONS: All Entries for the Sweepstakes must be received during the Sweepstakes Period. Only one Entry per person/email address for both Aqua Moto or Snow Moto will be permitted in the Sweepstakes (regardless of whether one person has more than one email address or more than one person uses the same email address). In the event more than the above-specified maximum number of entries are received from any one person, the first entry processed will be considered the only valid entry received. Any attempt by an entrant to obtain more than the stated number of entries by using multiple or different identities will void that Entrant's entries and that Entrant may be disqualified. In the event of a dispute, entries will be deemed made by the authorized account holder of the email address at the time of Entry. Each potential winner may be required to show proof of being the authorized account holder. Entries by any method other than set forth above in Section 3 are void. Use of any automated system to enter as determined by Sponsor in its sole judgment is prohibited and will result in disqualification at Sponsor's sole discretion. Neither the Entities, nor any of their officers, directors, shareholders, employees, agents or representatives (individually and collectively, "Releasees") are responsible for Entries from persons residing, or physically located, outside the Territory, or Entries that are altered, delayed, deleted, destroyed, forged, fraudulent, illegible, improperly accessed, inaccurate, incomplete, interrupted, irregular in any way, late, lost, misdirected, misrouted, multiple, non-delivered, stolen, tampered with, unauthorized, distorted, unintelligible or otherwise not in compliance with these Rules; or for lost, interrupted or unavailable network, server or other connections; miscommunications; failed phone, computer hardware or software or telephone transmissions; technical malfunctions or failures; unauthorized human intervention; traffic congestion; garbled or jumbled transmissions; undeliverable emails resulting from any form of active or passive email filtering; insufficient space in entrant's email account to receive email; or other errors of any kind, whether due to electronic, human, mechanical, printing, production or technical errors or other causes; even if caused by the negligence of any of the Releasees. Each of such potential Entries will be disqualified and any attempt by a person to use multiple Accounts to register more than once may result in disqualification at Sponsor's sole discretion. Void where prohibited or restricted by law and subject to all applicable federal, state, local and municipal laws and regulations.

5. PRIZES: Three (3) prizes for the Aqua Moto Racing Utopia Sweepstakes and Three (3) prizes for the Snow Moto Racing Freedom Sweepstakes. Approximate Retail Value of each Grand Prize: \$8,000 for the Jet Ski and \$8000 for the Snow Mobile. Second Place Prize : \$1000 credit in the Nintendo eShop and Third Place Prize:\$500 credit in the Nintendo eShop.. Total ARV of all Prizes in Sweepstakes: \$19,000 . Prizes are not redeemable for cash or transferable. No substitution allowed except that Sponsor may, at Sponsor's sole discretion, substitute a prize of equal or greater value. Winner is responsible for all related costs and any other expenses related to the acceptance and use of the Prize not specified herein. Winner will be responsible for all taxes (including, but not limited to, federal, state, local and/or income) on Prizes. Prizes may not be transferred or assigned. No cash or other substitution may be made, except by the Sponsor, who reserves the right to substitute a prize in whole or in part with another prize of comparable or greater value if the intended Prize is not available for any reason as determined by the Sponsor in its sole discretion. Limit (1) Prize per person/email address.

6. PROCEDURES: All Entries for the Sweepstakes must be received during the Sweepstakes Period. Three (3) winners shall be randomly selected to receive a sweepstakes prize from all Aqua Moto Racing Utopia entrants and three (3) winners shall be randomly selected to receive a sweepstakes prize from all Snow Moto Racing Freedom entrants. Each Entry will only be entered in the drawing for either Snow Moto Racing Freedom or Aqua Moto Racing Utopia as identified in and determined by the method of entry selected by each Entrant. The winners shall be determined by two random drawings from all eligible entries to be held at ePartners LLC.,

3200 South Congress Avenue, Suite 101, Boynton Beach, FL 33426 one random drawing for Aqua Moto Racing Uptopia entries, and one random drawing for Snow Moto Racing Freedom entries. The potential winners will be notified by email to their registered email address within two (2) weeks of such drawing for the Sweepstakes. Each potential winner will be required to execute and deliver to Sponsor a signed Affidavit of Eligibility and Release within two (2) weeks of transmittal of Sponsor's notification email. To claim a Prize, each winner should follow the instructions contained in his or her notification. Odds of winning the Sweepstakes depend on the total number of eligible Entries received for the Sweepstakes. In the event that a potential winner is disqualified for any reason (including failure to return Affidavit of Eligibility and Release to Sponsor), the potential winner's Prize will be forfeited and awarded to an alternate potential winner, who will be determined by the Sponsor by a random drawing from all remaining eligible entries (excluding those entries which were selected as winners in the previous drawing) to be held at 3200 South Congress Avenue, Suite 101, Boynton Beach, FL 33426 with such additional random drawings to be conducted as necessary until six (6) total Prizes have been awarded (3 for each game).

7. CONDITIONS: By entering this Sweepstakes and/or accepting any Prize you may win, you agree, represent and warrant that: **[1]** you will be bound by the Rules and the Sponsor's decisions, which shall be final in all respects; **[2]** the Entry becomes solely the Sponsor's property and will not be acknowledged or returned; **[3]** you release and hold harmless the Entities and their respective officers, directors, shareholders, employees, agents or representatives (individually and collectively, "Releasees") from any and all liability for any claims, costs, injuries, losses or damages of any kind directly or indirectly caused by their participation, including participation in the Sweepstakes or any Sweepstakes-related activity or travel or from any interaction with, or downloading of, computer Sweepstakes information, the unauthorized or illegal access to personally identifiable or sensitive information or the awarding, delivery, acceptance, possession, use, or misuse of the Prize and from any and all liability for claims, injuries, losses or damages of any kind, including without limitation, death and bodily injury; **[4]** the Releasees do not make any representation, warranty or guarantee, express or implied, relating to any Sweepstakes or Prizes; **[5]** winner's acceptance of any Prize constitutes the grant to Sponsor and assigns of an unconditional right to use winner's name, address (city and state only), voice, likeness, photograph, biographical and Prize information, statements about the promotion and/or live and taped performances of interviews for any programming, publicity, advertising and promotional purposes without additional compensation, except where prohibited by law; **[6]** in the event viruses, bugs, unauthorized human intervention, Acts of God, acts or regulations of any governmental or supra-national authority, war, national emergency, accident, fire, riot, strikes, lock-outs, industrial disputes, acts of terrorism or other matters beyond the Sponsor's reasonable control, corrupt, prevent or impair the administration, security, fairness or proper play of the Sweepstakes, so that it cannot be conducted as originally planned, Sponsor has the right, in its sole discretion, to modify the Rules or to cancel, modify, terminate or suspend such Sweepstakes; and in such event, to select a winner by such method as Sponsor in its sole discretion shall consider equitable; **[7]** the Releasees are not responsible for typographical or other errors in the offer or administration of the Sweepstakes, including but not limited to: errors in the advertising, Rules and selection and announcement of the winner; **[8]** the Releasees are not responsible for any inability of any winner to accept or use any Prize (or any portion thereof) for any reason; **[9]** Sponsor has the right to modify Prize award procedures at its sole discretion; **[10]** Releasees are not responsible for any failure of delivery of winner notification; **[11]** neither Releasees nor any service providers are responsible for incorrect or inaccurate transcription of Entry information, or for any human or other error, technical malfunctions, lost/delayed data or voice transmission, omission, interruption, deletion, defect, line failures of any telephone network, computer equipment, software, inability to access any online service or Website or to complete a telephone

call or facsimile transaction, or any other error or malfunction, or late, lost or misdirected mail, or any injury or damage to participant's or any other person's computer related to or resulting from participation in this Sweepstakes; [12] Releasees will not be responsible for Acts of God, acts of terrorism, civil disturbances, work stoppage or any other natural disaster outside their control that may cause the cancellation or postponement of any component of the Sweepstakes; and [13] in the event you are selected as a potential winner you must execute and deliver to Sponsor a signed Affidavit of Eligibility and Release within two (2) weeks of transmittal of Sponsor's notification email or forfeit your Prize and you will not receive any substitute prize or compensation of any kind. **CAUTION: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE ASSOCIATED WITH THIS SWEEPSTAKES, TAMPER WITH THE ENTRY PROCESS, OR OTHERWISE UNDERMINE THE CONTENT OR LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO COOPERATE IN THE PROSECUTION OF ANY SUCH INDIVIDUAL(S) AND TO PURSUE ALL REMEDIES TO THE FULLEST EXTENT PERMITTED BY LAW.**

Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. If for any reason the Sweepstakes is not capable of being executed as planned, or infection by computer virus, bugs, tampering, unauthorized intervention, fraud, action of entrants, technical failures or any other causes which in the opinion of Sweepstakes, corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Sweepstakes, Sponsor reserves the right at its sole discretion to disqualify any suspect Entry or Entrant and to cancel, terminate, modify or suspend the Sweepstakes. In the event of any cancellation, termination or suspension, notice thereof will be posted at [link] and the selection of winner(s) for affected drawing(s) will be made, from among all eligible, non-suspect Entries received for such affected drawing(s) as of the date of the termination, cancellation or suspension, as Sponsor determines in their sole discretion. Entries not complying with all rules are subject to disqualification.

8. RULES & WINNERS' LIST: For names of winners (after July 30, 2018) and/or Official Rules, send an email message to info@snowmoto.us or info@aquamoto.us or visit www.aquamoto.us or www.snowmoto.us. You will be sent a link to a Web page with this information.

9. DISPUTES: Each entrant agrees that (a) any and all disputes, claims and causes of action arising out of, or connected with, the Sweepstakes or Prizes awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Eastern District of New York or the appropriate New York State Court located in New York County, New York; (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes but in no event attorneys' fees; and (c) under no circumstances will registrant be permitted to obtain awards for, and registrant hereby waives all rights to, claim punitive, incidental and consequential damages and any other damages, other than out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. **SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, entrant's rights and obligations, or the rights and obligations of the Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of State of New York, without giving effect to any choice of law or conflict of law rules (whether of the State of New York or any other jurisdiction), which

would cause the application of the laws of any jurisdiction other than the State of New York.

10. ENTRANT'S PERSONAL INFORMATION: Information collected online from entrants is subject to the ePartners LLC. Privacy Statement for U.S. Consumers

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SWITCH and Nintendo trademarks are properties of Nintendo and copyrights used with permission of Nintendo of America Inc. All rights reserved. This Sweepstakes is not sponsored, produced or executed by any Nintendo of America Inc. Entity and no Nintendo of America Inc. Entity is responsible for providing any portion of any Prize or the availability of any portion of any Prize.

CONTEST OFFICIAL RULES

Important: Please read these Official Rules before entering this contest of skill (the “Contest”). By participating in the Contest, you (“you” or the “Entrant”) agree to be bound by these Official Rules and represent that you satisfy all of the eligibility requirements below.

NO PURCHASE NECESSARY TO WIN. OPEN TO RESIDENTS OF THE UNITED STATES WHO ARE 13 YEARS OLD OR OLDER. VOID WHERE PROHIBITED OR OTHERWISE RESTRICTED BY APPLICABLE LAW.

1. SPONSOR: ePartners LLC 3200 South Congress Avenue, Suite 101, Boynton Beach, FL 33426
The Sponsor is solely responsible for all aspects of this Sweepstakes.

2. ELIGIBILITY: Winners shall be determined by random drawing in the Aqua Moto Racing Utopia and Snow Moto Racing Freedom Sweepstakes (“Sweepstakes”) (each Sweepstakes winner, an “Entrant”). **Only Entrants in the Sweepstakes are eligible to win prizes.; for Sweepstakes eligibility, please see the Sweepstakes Official Rules at www.snowmoto.us or www.aquamoto.us** Each Entrant shall be allowed to participate in one or both Sweepstakes The Aqua Moto Racing Utopia and Snow Moto Racing Freedom Sweepstakes. Winners must confirm their participation in the Sweepstakes by responding to the notification within one (1) week of the date of notification. Employees, directors and officers and their immediate families (spouses and siblings, parents and children and their spouses) and members of the same household (whether or not related) of ePartners LLC, Big Ben and Nintendo of America and each of their respective parents, subsidiaries, distributors, affiliates, advertising and promotion agencies and companies involved in the design, implementation and execution of the Sweepstakes (collectively the “Entities”) are not eligible to participate or win a prize. You understand that by participation in this Sweepstakes, the Sponsor may contact you via email address for purposes of administering this Contest. It is your sole responsibility to notify the Sponsor in writing if you change your email address.

3. SELECTION: This Sweepstakes starts at 12:00 a.m. (all times Eastern Standard Time) on March 1, 2018 and ends at 11:59 p.m. on July 30, 2018 or when three (3) total potential winners have been selected for Aqua Moto Racing Utopia Freedom and three (3) potential winners for Snow Moto Racing Freedom (“Sweepstakes Period”). You may enter the Sweepstakes during the Sweepstakes Period by either (1) obtaining an entry QR code displayed on the inside of the game box or by visiting www.snowmoto.us or www.aquamoto.us and registering for the Sweepstakes, (each valid registration, an “Entry”). You may enter only once for either game using either method of entry, and you will be required to disclose your full name, mailing address and email address (and if you are a Minor, your parent or legal guardian’s email address and phone number). . All requested registration information must be provided and you must meet all eligibility requirements in these Official Rules for your Entry to be valid. You understand that by participation in this Sweepstakes, if you are a potential winner, the Sponsor may contact you via email address for purposes of administering this Sweepstakes. It is your sole responsibility to notify the Sponsor in writing if you change your email address.

4. LIMITATIONS: Void where prohibited or restricted by law and subject to all applicable federal, state, local and municipal laws and regulations.

5. PRIZES: Each Contestant will have a chance to win one (1) of three (3) prizes (each a “Prize”) for Snow Moto Racing Freedom and one (1) of three (3) prizes for Aqua Moto Racing Utopia: two (2) Grand Prize Contestants will each receive one (1) Snowmobile or one (1) Jet Ski (\$8000 value each); two (2) Contestants will each receive \$1000 credit in the Nintendo eShop (\$1000 value each); two (2) Contestants will each receive \$500 credit in the Nintendo eShop (\$500.00 value each); Prizes are not redeemable for cash or transferable. No substitution allowed except that Sponsor may, in Sponsor’s sole discretion, substitute a prize of equal or greater value. Winner is responsible for all related costs, including, but not limited to, travel, parking, meals, and beverages if not provided by Sponsor, and any other expenses related to the acceptance and use of the Prize not specified herein. Winner will be responsible for all taxes (including, but not limited to, federal, state, local and/or income) on Prizes. Prizes may not be transferred or assigned. No cash or other substitution may be made, except by the Sponsor, who reserves the right to substitute a prize in whole or in part with another prize of comparable or greater value if the intended prize is not available for any reason as determined by the Sponsor in its sole discretion. Limit (1) Prize per person/email address. In the event that a potential winner is disqualified for any reason, the potential winner’s Prize will be forfeited and awarded to an alternate potential winner who shall be the next-highest scorer in the particular Tournament Game, as determined by the Sponsor in its sole discretion.

6. CONDITIONS: By entering this Contest and/or accepting any Prize you may win, you agree, represent and warrant that: **[1]** you will be bound by the Rules and the Sponsor’s decisions, which shall be final in all respects; **[2]** the Entry becomes solely the Sponsor’s property and will not be acknowledged or returned; **[3]** you release and hold harmless the Entities and their respective officers, directors, shareholders, employees, agents or representatives (individually and collectively, “Releasees”) from any and all liability for any claims, costs, injuries, losses or damages of any kind directly or indirectly caused by their participation, including participation in the Contest or any Contest-related activity or travel or from any interaction with, or downloading of, computer Contest information, the unauthorized or illegal access to personally identifiable or sensitive information or the awarding, delivery, acceptance, possession, use, or misuse of the Prize and from any and all liability for claims, injuries, losses or damages of any kind, including without limitation, death and bodily injury; **[4]** the Releasees do not make any representation, warranty or guarantee, express or implied, relating to any Contest or Prizes; **[5]** winner’s acceptance of any Prize constitutes the grant to Sponsor and assigns of an unconditional right to use winner’s name, address (city and state only), voice, likeness, photograph, biographical and Prize information, statements about the promotion and/or live and taped performances of interviews for any programming, publicity, advertising and promotional purposes without additional compensation, except where prohibited by law; **[6]** in the event viruses, bugs, unauthorized human intervention, Acts of God, acts or regulations of any governmental or supra-national authority, war, national emergency, accident, fire, riot, strikes, lock-outs, industrial disputes, acts of terrorism or other matters beyond the Sponsor’s reasonable control, corrupt, prevent or impair the administration, security, fairness or proper play of the Contest, so that it cannot be conducted as originally planned, Sponsor has the right, in its sole discretion, to modify the Rules or to cancel, modify, terminate or suspend such Contest; and in such event, to select a winner by such method as Sponsor in its sole discretion shall consider equitable; **[7]** the Releasees are not responsible for typographical or other errors in the offer or administration of the Contest, including but not limited to: errors in the advertising, Rules and selection and announcement of the winner; **[8]** the Releasees are not responsible for any inability of any winner to accept or use any Prize (or any portion thereof) for any reason; **[9]** Sponsor has the right to modify Prize award procedures at its sole discretion; **[10]** Releasees are not responsible for any failure of delivery of winner notification; **[11]** neither Releasees nor any service providers are responsible for incorrect or inaccurate transcription of Entry information, or for any human or

other error, technical malfunctions, lost/delayed data or voice transmission, omission, interruption, deletion, defect, line failures of any telephone network, computer equipment, software, inability to access any online service or Website or to complete a telephone call or facsimile transaction, or any other error or malfunction, or late, lost or misdirected mail, or any injury or damage to participant's or any other person's computer related to or resulting from participation in this Contest; and [12] Releasees will not be responsible for Acts of God, acts of terrorism, civil disturbances, work stoppage or any other natural disaster outside their control that may cause the cancellation or postponement of any component of the Contest. **CAUTION: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE ASSOCIATED WITH THIS CONTEST, TAMPER WITH THE ENTRY PROCESS, OR OTHERWISE UNDERMINE THE CONTENT OR LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO COOPERATE IN THE PROSECUTION OF ANY SUCH INDIVIDUAL(S) AND TO PURSUE ALL REMEDIES TO THE FULLEST EXTENT PERMITTED BY LAW.** Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. If for any reason the Contest is not capable of being executed as planned, or infection by computer virus, bugs, tampering, unauthorized intervention, fraud, action of entrants, technical failures or any other causes which in the opinion of Contest, corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Contest, Sponsor reserves the right at its sole discretion to disqualify any suspect Entry or Entrant and to cancel, terminate, modify or suspend the Contest. In the event of any cancellation, termination or suspension, notice thereof will be posted at [link] and the selection of winner(s) for affected drawing(s) will be made, from among all eligible, non-suspect Entries received for such affected drawing(s) as of the date of the termination, cancellation or suspension, as Sponsor determines in its sole discretion. Entries not complying with all rules are subject to disqualification.

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would cause the application of the laws of any jurisdiction other than the State of New York.

10. ENTRANT'S PERSONAL INFORMATION: Information collected online from entrants is subject to the ePartners LLC Privacy Statement for U.S. Consumers

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