

Whatnot September 2026 Nintendo Switch 2 Giveaway

Official Rules

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING. Void where prohibited by law. Subject to all federal, state, and local laws, regulations, and ordinances. The Whatnot September 2026 Nintendo Switch 2 Giveaway (the “**Sweepstakes**”) begins on September 1, 2026, at 12:00:01 a.m. Pacific Time (“PT”) and ends on October 1, 2026, at 11:59:59 p.m. PT (the “**Sweepstakes Period**”). Sponsor's computer is the official timekeeping device for this Sweepstakes.

BY PARTICIPATING IN THIS SWEEPSTAKES, YOU AGREE TO THESE OFFICIAL RULES, WHICH ARE A CONTRACT, SO READ THEM CAREFULLY BEFORE PARTICIPATING.

1. SPONSOR: The Sponsor for this Sweepstakes is Whatnot Inc. (“Company” or “Sponsor”), 2261 Market Street STE 10754, San Francisco, CA 94114.

2. ELIGIBILITY: Open to legal residents of the fifty (50) United States and the District of Columbia, excluding residents of Florida and New York, who are at least eighteen (18) years of age and the age of majority in their jurisdiction of residence at the time of entry. Employees, officers, directors, and agents of Sponsor, any influencer, creator, or agency engaged by Sponsor to promote this Sweepstakes, any company involved in the administration or fulfillment of the Sweepstakes, and their respective subsidiaries and affiliated companies, and each of their immediate family members and those living in the same household, are not eligible to enter or win. Sponsor reserves the right to verify the eligibility of entrants and winners. Sweepstakes is void in Florida, New York, and where otherwise prohibited by law.

3. HOW TO ENTER:

A. To enter you must:

- (a) create a new Whatnot account (accounts existing prior to the start of the Sweepstakes Period are not eligible to enter), and
- (b) follow @whatnot within the Whatnot app within twenty four (24) hours of account creation.

Completing both steps constitutes one (1) entry into the Sweepstakes. A valid, working email address and Whatnot account are required to enter. Creating a Whatnot account is free at www.whatnot.com.

Please note: By entering this Sweepstakes, you agree that Sponsor may contact you via the email address or in-app contact information associated with your Whatnot account regarding the Sweepstakes. Normal Internet access and data charges imposed by your service provider may apply. *This Sweepstakes is in no way sponsored, endorsed, administered by, or associated with any social media platform, network, application, or service (including, without limitation, Instagram, TikTok, Facebook, X (formerly Twitter), YouTube, or Snapchat) on or through which any promotional communication relating to the sweepstakes may appear, be transmitted, or be accessed.*

B. LIMIT ONE (1) ENTRY PER PERSON. Additional entries, including entries obtained by using more than one Promotional Link, creating more than one Whatnot account, or using multiple identities, email addresses, or devices, will be disqualified and may result in disqualification of all entries submitted by that entrant. Automated, script, macro, or robotic entries are prohibited. Sponsor is not responsible for lost, late, incomplete, or misdirected entries, or technical malfunctions of any kind. In the event of a dispute as to the identity of an entrant, the authorized holder of the Whatnot account used to enter will be deemed to be the entrant.

4. SELECTION OF WINNERS: On or about October 8, 2026, Sponsor will select twenty (20) potential winners in a random drawing from among all eligible entries received during the Sweepstakes Period. The odds of winning

depend on the total number of eligible entries received. Each potential winner will be notified on or about October 8, 2026, via the email address and/or in-app notification associated with the Whatnot account used to enter.

Each potential winner may be required to sign and return, within three (3) days of notification, a Declaration of Eligibility and Liability/Publicity Release in order to claim the prize. If a potential winner cannot be contacted within two (2) days of the first notification attempt, fails to return any required documents within the specified time period, or is disqualified for any reason, Sponsor may select an alternate winner from the remaining eligible entries. Sponsor reserves the right to not award a prize if it is unable to confirm an eligible winner for that prize after a reasonable number of alternate drawings.

Verification of Potential Winners: ALL POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE SWEEPSTAKES. AN ENTRANT IS NOT A WINNER OF ANY PRIZE UNLESS AND UNTIL ENTRANT'S ELIGIBILITY HAS BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE.

5. PRIZE: Twenty (20) prizes are available to be won. Each prize consists of one (1) Nintendo Switch 2 gaming console. Approximate Retail Value ("ARV") of \$499.99 per unit. Total ARV of all twenty (20) prizes is \$9,999.80).

Limit one (1) prize per person and per household.

PRIZE RESTRICTIONS: All applicable federal, state, and local taxes, if any, on a prize are the sole responsibility of the winner. Prize cannot be substituted, assigned, or transferred by a winner; however, Sponsor reserves the right to substitute a prize of equal or greater value at its sole discretion, including in the event of manufacturer price changes, product unavailability, or discontinuation. Sponsor will not replace any lost or stolen prize. Only the number of prizes stated in these Official Rules is available to be won. If, by reason of a print or other error, more prizes are claimed than are available, the winners will be selected from among all eligible claimants in accordance with the winner selection method described above.

6. GENERAL CONDITIONS: Sweepstakes participation constitutes an entrant's full and unconditional agreement to these Official Rules and to Sponsor's decisions, which are final and binding in all matters related to the Sweepstakes. In the event of a discrepancy between disclosures or statements contained in any Sweepstakes promotional materials and the terms of these Official Rules, these Official Rules shall prevail, govern, and control.

Sponsor reserves the right to disqualify any individual it finds to be tampering with the entry process or operation of the Sweepstakes, or to be acting in violation of these Official Rules.

Sponsor is not responsible for: (1) incorrect or inaccurate information; (2) technical failures of any kind; (3) unauthorized human intervention; (4) technical or human error in the administration of the Sweepstakes; or (5) any injury or damage to persons or property arising from participation in the Sweepstakes. Sponsor reserves the right to cancel, suspend, or modify the Sweepstakes if fraud or technical failures impair its integrity.

7. LIMITATION OF LIABILITY AND RELEASES: BY PARTICIPATING IN THIS SWEEPSTAKES, ENTRANT AGREES THAT SWEEPSTAKES ENTITIES, YOUTUBE, NINTENDO, AND THEIR RESPECTIVE PARENT COMPANIES, AFFILIATES, SUBSIDIARIES, REPRESENTATIVES, CONSULTANTS, CONTRACTORS, LEGAL COUNSEL, ADVERTISING, PUBLIC RELATIONS, PROMOTIONAL, FULFILLMENT AND MARKETING PARTNERS, WEBSITE PROVIDERS, WEBMASTERS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS (THE "RELEASED PARTIES") WILL HAVE NO LIABILITY WHATSOEVER FOR, AND SHALL BE HELD HARMLESS BY ENTRANTS AGAINST, ANY LIABILITY FOR ANY INJURIES, LOSSES OR DAMAGES OF ANY KIND TO PERSONS, INCLUDING PERSONAL INJURY OR DEATH, OR PROPERTY RESULTING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM ACCEPTANCE, POSSESSION, MISUSE OR USE OF A PRIZE, ENTRY OR PARTICIPATION IN THIS SWEEPSTAKES OR ANY SWEEPSTAKES-RELATED ACTIVITY, OR ANY CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION, OR INVASION OF PRIVACY. THE RELEASED PARTIES ARE NOT RESPONSIBLE IF THIS SWEEPSTAKES CANNOT BE ADMINISTERED OR CONDUCTED, OR ANY PRIZE CANNOT BE AWARDED, DUE TO CANCELLATIONS, DELAYS, OR INTERRUPTIONS RESULTING OR ARISING FROM ACTS OF GOD, WAR, TERRORISM,

CIVIL UNREST, STRIKES, SUPPLY SHORTAGES, NATURAL DISASTERS, WEATHER, PANDEMICS, EPIDEMICS, COMPLIANCE WITH ANY LAW OR ORDER OF A GOVERNMENTAL AUTHORITY, OR ANY OTHER SIMILAR ACT, EVENT OR OCCURRENCE BEYOND THE REASONABLE CONTROL OF SPONSOR.

8. PUBLICITY AND INTELLECTUAL PROPERTY RELEASE: EXCEPT WHERE PROHIBITED BY LAW, PARTICIPATION IN THE SWEEPSTAKES CONSTITUTES A WINNER'S PERMISSION AND GRANT TO SPONSOR (WHICH GRANT WILL BE CONFIRMED IN WRITING ON REQUEST OF SPONSOR) AND ITS DESIGNEES THE RIGHT AND PERMISSION TO PRINT, PUBLISH, BROADCAST AND USE, WORLDWIDE IN ANY MEDIA NOW KNOWN OR HEREAFTER DEVELOPED, AT ANY TIME OR TIMES, THE WINNER'S ENTRY, NAME, PORTRAIT, PICTURE, VOICE, LIKENESS, OPINIONS AND BIOGRAPHICAL INFORMATION (INCLUDING, BUT NOT LIMITED TO, HOMETOWN AND STATE), PRIZE INFORMATION, AND QUOTES ATTRIBUTABLE TO WINNER FOR ADVERTISING, TRADE AND PROMOTIONAL PURPOSES WITHOUT ADDITIONAL CONSIDERATION, COMPENSATION, PERMISSION OR NOTIFICATION.

EVERYTHING REGARDING THIS SWEEPSTAKES IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSIONS OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY.

9. DISPUTES: This Sweepstakes is governed by the laws of the United States. Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Northern District of California or the appropriate State Court located in San Francisco, California; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes not to exceed fifty U.S. dollars (US\$50.00), but in no event attorneys' fees; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of California, without giving effect to any choice of law or conflict of law rules that would cause the application of the laws of any jurisdiction other than the State of California.

10. SEVERABILITY: If any term or provision of these Official Rules is found under the law to be invalid or unenforceable, then such specific term or provision shall be of no force and effect and shall be severed, and the remainder of these Official Rules shall continue in full force and effect.

11. PRIVACY: Information collected from entrants is subject to Sponsor's Privacy Policy, which can be found at <https://www.whatnot.com/privacy>.

12. OFFICIAL RULES AND WINNERS LIST: For a copy of these Official Rules, send a self-addressed, stamped envelope to: Whatnot Inc., Nintendo Switch 2 Giveaway Official Rules, 2261 Market Street STE 10754, San Francisco, CA 94114. For a list of winners (available after all winners have been confirmed), send a self-addressed, stamped envelope for receipt by no later than January 1, 2027, to: Whatnot Inc., Nintendo Switch 2 Giveaway Winners List, 2261 Market Street STE 10754, San Francisco, CA 94114.