

24-MONTH WARRANTY – NINTENDO SOFTWARE

MANUFACTURER'S WARRANTY

This manufacturer's warranty covers Nintendo game software (the "**Product**") for use with Nintendo consoles.

For a period of 24 months from the date of original purchase by a consumer within the European Economic Area and Switzerland, Nintendo of Europe GmbH ("**Nintendo**") warrants to the purchaser ("**you**") that this Product is free from defects in material and workmanship at the time of such purchase. Furthermore, Nintendo will, at its complete discretion, either repair or replace the defective Product without charge to the purchaser.

This manufacturer's warranty does not affect any statutory rights which you may have under consumer protection legislation as the purchaser of goods. The benefits provided by this warranty are in addition to those rights.

EXCLUSIONS:

This warranty does not apply:

- to game software or any other software which is already pre-installed on or included with the Nintendo console at the time the console was purchased, or downloaded to the Nintendo console following purchase;
- if the defect is caused by the purchaser's and/or any third party's negligence, unreasonable use, modification, inappropriate repair, use of the Product or the Nintendo console which has been used together with the Product other than in accordance with the instructions in the respective Nintendo Operations Manual, Instruction Booklet or any other instructions provided with the Product or with the Nintendo console for which the Product is intended, computer viruses or connecting to the internet or other forms of electronic communication, as a result of accidental damage or any other cause unrelated to defects in material and workmanship;
- to accessories, peripherals or other items that are intended for use with the Product but are not manufactured by or for Nintendo (whether included with the Product at the time of purchase or not);
- to defects in or loss of data or software stored on the Product which have been caused by the unauthorised use of devices, unauthorised software and/or by unauthorised technical modifications of the Product, the Nintendo console for which the Product is intended and/or other products which have been used together with the Product; and
- to any defects to or loss of data or software stored on the Nintendo console or an SD card/microSD card as a result of formatting the Nintendo console's memory (or the SD card/microSD card being used in conjunction with the Nintendo console).

This warranty does not apply to Products which have been used prior to the date of original purchase, whether for rental purposes or otherwise, or have been used for rental or commercial purposes after the date of original purchase.

In case of a defect covered by this warranty please contact:

**Nintendo Customer Support
PO Box 4678, Windsor, SL4 9DZ
Tel: +44 (0) 345 60 50 247**

Calls to this number are charged at national rates for customers in the UK, and at international rates for customers in the Republic of Ireland. Please obtain permission from the person responsible for the bill before calling.

When sending the Product to Nintendo Customer Support, please use the original packaging if possible, add a description of the defect and attach a copy of your proof of purchase showing the date thereof.

If the 24-month period has already expired or if the defect is not covered by this warranty, Nintendo of Europe GmbH may still be prepared to repair or replace the Product. Independently of this, you may also have statutory rights under consumer protection legislation as the purchaser of consumer goods. For further information or, in particular, details of any charges for such services, please contact:

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Tel: +44 (0) 345 60 50 247**

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24-MONTH WARRANTY – NINTENDO SOFTWARE

MANUFACTURER'S WARRANTY

This manufacturer's warranty covers Nintendo game software (the "**Product**") for use with Nintendo consoles.

For a period of 24 months from the date of original purchase by a consumer in South Africa, Nintendo of Europe GmbH ("**Nintendo**") warrants to the purchaser ("**you**") that this Product is free from defects in material and workmanship at the time of such purchase and, further, Nintendo will (at its sole discretion):

- either repair or replace the part causing the defect or replace the Product without charge; or
- provided that the Product is returned within 6 months of purchase either repair or replace the part causing the defect, or replace the Product, or refund the purchase price.

This manufacturer's warranty does not affect any statutory rights which you may have under consumer protection legislation as the purchaser of goods. The benefits provided by this warranty are in addition to those rights.

EXCLUSIONS:

This warranty does not apply:

- to game software or any other software which is already pre-installed on or included with the Nintendo console at the time the console was purchased, or downloaded to the Nintendo console following purchase;
- if the defect is caused by the purchaser's and/or any third party's negligence, unreasonable use, modification, inappropriate repair, use of the Product or the Nintendo console which has been used together with the Product other than in accordance with the instructions in the respective Nintendo Operations Manual, Instruction Booklet or any other instructions provided with the Product or with the Nintendo console for which the Product is intended, computer viruses or connecting to the internet or other forms of electronic communication, as a result of accidental damage or any other cause unrelated to defects in material and workmanship;
- to accessories, peripherals or other items that are intended for use with the Product but are not manufactured by or for Nintendo (whether included with the Product at the time of purchase or not);
- to defects in or loss of data or software stored on the Product which have been caused by the unauthorised use of devices, unauthorised software and/or by unauthorised technical modifications of the Product, the Nintendo console for which the Product is intended and/or other products which have been used together with the Product; and
- to any defects to or loss of data or software stored on the Nintendo console or an SD card/microSD card as a result of formatting the Nintendo console's memory (or the SD card/microSD card being used in conjunction with the Nintendo console).

This warranty does not apply to Products which have been used prior to the date of original purchase, whether for rental purposes or otherwise, or have been used for rental or commercial purposes after the date of original purchase.

In case of a defect covered by this warranty please contact:

**Nintendo Service Centre,
The iStore Building, No.1 Sandton Drive
Sandton, 2146
Telephone: +27 (0) 11 390 7002
E-mail: support@nintendo.co.za**

Calls to this number are charged at national rates for customers in South Africa and international rates for international customers – please obtain permission from the person responsible for the bill before calling.

When sending the Product to the Nintendo Service Centre, please use the original packaging if possible, add a description of the defect and attach a copy of your proof of purchase showing the date thereof.

If the 24-month period has already expired or if the defect is not covered by this warranty, Nintendo of Europe GmbH may still at its sole and absolute discretion be prepared to repair or replace the Product. Independently of this, you may also have statutory rights under consumer protection legislation as the purchaser of consumer goods. For further information or, in particular, details of any charges for such services, please contact:

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Telephone: +27 (0) 11 390 7002**

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