

12-MONTH MANUFACTURER'S WARRANTY – NINTENDO HARDWARE

This warranty covers Nintendo consoles, including the original built-in software included with the respective Nintendo consoles at the time of purchase (the "**Nintendo Operating Software**") and any controllers included within the console packaging (the "**Nintendo Controllers**"). In this warranty, the Nintendo console, the Nintendo Operating Software and the Nintendo Controllers are referred to together as the "**Product**". Subject to the terms and exclusions below, Nintendo of Europe GmbH, Herriotstr. 4, 60528 Frankfurt, Germany ("**Nintendo**") warrants to the original consumer purchasing the Product in any country of the European Economic Area or Switzerland ("**you**") that, for a period of 12 months from the date of the purchase of the Product by you, the Product will be free from defects in materials and workmanship.

EXCLUSIONS

This warranty does not cover:

- software (other than the Nintendo Operating Software) or games (whether included with the Product at the time of purchase or not);
- 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);
- the Product if it has been resold, or used for rental or commercial purposes;
- defects in the Product that are caused by accidental damage, your and/or any third party's negligence, unreasonable use, modification, use with products not supplied, licensed or authorised for use with the Product by Nintendo (including, but not limited to, non-licensed game enhancements, copier devices, adapters, power supplies or non-licensed accessories), computer viruses or connecting to the internet or other forms of electronic communication, use of the Product otherwise than in accordance with the respective instructions, or any other cause unrelated to defects in material and workmanship;
- defects in the Product that are caused by the use of faulty, damaged or leaking batteries or battery packs, or any other use of batteries or battery packs not in accordance with the respective instructions;
- gradual decrease over time in the capacity and performance of batteries and battery packs for the Product (which, for the avoidance of doubt, will not be deemed to be a defect in material or workmanship of the Product);
- the Product if it has been opened, modified or repaired by any person or company other than Nintendo or its authorised partners, or if the Product has its serial number altered, defaced or removed;
- loss of any data that has been loaded onto or stored on the Product by any person or company other than Nintendo or its authorised partners;
- loss of data or any other content, such as software, as a result of formatting the memory of the Product (or the SD card/microSD card or any other external storage device being used with the Product); or
- loss of data or any other content as a result of deleting a Nintendo Network ID registered or linked to the Product.

HOW TO MAKE A CLAIM

To make a valid claim under this warranty, you must:

- notify Nintendo of the defect in the Product within 12 months of the date of the purchase of the Product by you, and
- return the Product to Nintendo within 30 days of notifying Nintendo of that defect.

To make a claim, please contact **Nintendo Customer Support**.

Before sending the Product to Nintendo Customer Support, you should remove or delete any private or confidential files or data.

By sending the Product to Nintendo you accept and agree that Nintendo will not be responsible for any loss, deletion or corruption of your files or data that has not been deleted or removed.

Nintendo strongly recommends that you make a backup copy of any data that you do not remove or delete. Please note that, depending on the type of repair, data or other content stored in the memory of the Product may be deleted, and you may not be able to read data or other content saved to your SD card/microSD card or to any other external storage device, or import it back onto the Product following such repair.

When sending the Product to Nintendo Customer Support, please:

1. use the original packaging where possible;
2. provide a description of the defect;
3. attach a copy of your proof of purchase, which indicates the date of purchase of the Product.

If, having inspected the Product, Nintendo accepts that the Product is defective, Nintendo will (at its sole discretion) either repair or replace the part causing the defect, or replace the relevant element of the Product without charge.

If the above 12-month warranty period has expired at the time the defect is notified to Nintendo or if the defect is not covered by this warranty, Nintendo may still be prepared to repair or replace the part causing the defect or replace the relevant element of the Product (at its sole discretion). For further information or, in particular, details of any charges for such services, please contact **Nintendo Customer Support**.

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 described here are in addition to those rights.