

24-MONTH MANUFACTURER'S WARRANTY – NINTENDO SOFTWARE

This manufacturer's warranty covers Nintendo game software (the "**Product**") for use with systems in the Nintendo 3DS family or Wii/Wii U consoles.

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 24 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 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 respective 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.

HOW TO MAKE A CLAIM

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

- notify Nintendo of the defect in the Product within 24 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**.

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 Product without charge.

If the above 24-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 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.

