



[Terms and Conditions & Privacy Policy](#)

## **Mario Kart 8 Deluxe European Championship 2023**

### **Terms and Conditions & Privacy Policy**

The promoter of the Mario Kart 8 Deluxe European Championship 2023 (the “Contest”) is Nintendo of Europe GmbH, Goldsteinstrasse 235, 60528 Frankfurt am Main, Germany (“Nintendo”).

#### **Terms and Conditions**

1. The Contest is open to residents of Austria, Belgium, Bulgaria, Croatia, Cyprus, the Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, the Netherlands, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, Switzerland and the United Kingdom (the “Participating Countries”) excluding employees and the immediate families of the promoter, its agents or anyone professionally connected with the Contest. Participants under 18 years old must have the consent of their legal guardians to participate. In case of attending a live final, a legal guardian needs to accompany the minor.
2. Participation in this Contest is free of charge. Participation and chances of winning are not dependent on the purchase of any of Nintendo’s products. To participate in the Contest, a person will require access to a Nintendo Switch console connected to the internet, a copy of the game Mario Kart 8 Deluxe and a Nintendo Account with an active Nintendo Switch Online membership.
3. The Contest consists of individual tournaments, each having its own scoring, winners and set of prizes.

Tournaments take place on the following dates:

- 15:00-19:00 (UK/Portugal time) | Saturday 19 August 2023
- 16:00-20:00 (UK/Portugal time) | Friday 8 September 2023
- 14:00-18:00 (UK/Portugal time) | Sunday 17 September 2023

The tournament is named “2023 EU Qualifier #1”, “2023 EU Qualifier #2” and “2023 EU Qualifier #3” in-game and can be found in the online tournament section of the game. It is a private tournament, which requires a code to join. The code will be published on the tournament website and on Nintendo’s social channels several days before the date of each tournament. Participants need to enter that code within Mario Kart 8 Deluxe to join the tournament.

4. During a tournament, participants compete with each other in races. For every race finished, the participant receives a set amount of points corresponding to their finishing position, up to 15 points for finishing first. The final ranking table shows the total points earned by each participant in their first 24 races, in order of most points earned.

5. Based on the points they receive, the top 8 participants of each online qualifier will be invited to compete at the live final taking place in Bad Vilbel, part of the Frankfurt am Main region in Germany, on Sunday 8 October 2023 with their cost of travel and accommodation covered by Nintendo. In case of a minor, this extends also to one accompanying legal guardian.

In case of a tie with multiple participants having the same number of points, the ranking will be sorted by the time of day the participants finished their last point-earning race, beginning with the earliest time. (e.g. player A and player B each earn 340pts, but as player A completed their 24 races first, they will qualify over player B).

6. The winners will be informed via the email address registered to their Nintendo Account for reception of emails from Nintendo, or in case of a winner using a child account, via the registered email address of the

supervising Nintendo Account. The email to winners will be sent within seven days of the date entries close. If the winners do not respond to such notification as described or not within the time frame, the promoter reserves the right to award the prize to a substitute winner. The promoter is not liable for technical issues or any other reason that prevents a winner from receiving, reading or responding to the email notification in time.

7. Prizes are non-transferable. There is no cash or other prize alternative. In the event of unforeseen circumstances, the promoter reserves the right to substitute any prize for an alternative of equal or greater value.

8. Participation by means other than those described in these terms is not permitted. Legal recourse is excluded.

9. Participants who cheat, manipulate or exploit bugs in any way in relation to their participation will be excluded from the Contest by the promoter.

10. Prizes are intended for personal use. The Promoter does not approve of sales of products at excessive prices to profit of high demand or the exclusive or rare nature of a product. The promoter reserves the right to remove winners that sell or offer to sell their prize or part of the prize at an excessive price from future prize competitions without prior warning.

11. The promoter reserves the right to withdraw, suspend or amend the Contest without prior notice in the event of any unforeseen circumstances outside its reasonable control hindering the scheduled procedure of the Contest, especially the breakdown of hardware or software, the unauthorised intervention of third parties as well as mechanical, technical or legal problems outside the promoter's reasonable control and influence. No responsibility can be accepted for participation lost, delayed or corrupted, or due to computer error in transit. Participation using methods generated by a script, macro or the use of automated devices will be void.

12. The winners' first names, the first letter of their surnames, their nicknames and places of residence may be published on the official website of the promoter or official Facebook, Twitter or Instagram accounts or official YouTube channels and will be made available on written request to the promoter. The promoter may be required by applicable laws to disclose upon request the names of the winners to authorities and other interested parties.

13. The liability of the promoter for damage attributable to injury to life, limb or health and attributable to wilful or negligent breach of duty on the part of the promoter, a statutory representative or vicarious agent of the promoter and for damage attributable to fraud, wilful or grossly negligent breach of duty on the part of the promoter, statutory representative or vicarious agent is in no way excluded or limited.

The same applies for damage attributable to claims under the Product Liability Act or any guarantees given by the promoter. The liability of the promoter is limited to the foreseeable damage typical for the contract for damage attributable to negligent breach of essential contractual duties on the part of the promoter, a statutory representative or vicarious agent of the promoter and not attributable to injury to life, limb or health or claims under the Product Liability Act. Essential contractual duties are duties whose observation is required for the proper performance of the competition and in whose observation participants typically may trust.

The promoter is not liable for any damage attributable to any reason that is not covered by one of the two preceding paragraphs.

14. The promoter reserves the right to verify the winner, including, but not limited to, age and eligibility to enter, and to refuse to award the prize, or withdraw prize entitlement, where there are reasonable grounds

to believe there has been a breach of these terms and conditions or any instructions forming part of the entry requirement of this Contest.

15. By participating in the Contest you accept these terms and conditions. For details about how the promoter uses participants' information in connection with this Contest, please refer to the Privacy Policy below.

16. These Terms and Conditions are subject to German law. The Nintendo Account Agreement and the Nintendo Account Privacy Policy shall apply.

## **Privacy Policy**

In addition to the Nintendo Account Privacy policy, this contest privacy policy (the "Privacy Policy") applies if you are a resident of the Participating Countries for the Contest organised by Nintendo of Europe GmbH ("Nintendo", "we" or "us"), Goldsteinstrasse 235, 60528 Frankfurt, Germany. Nintendo is the controller within the meaning of the General Data Protection Regulation (Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 – "GDPR"). Nintendo respects your privacy rights and recognises the importance of protecting your personal data.

### **1. What Information We Collect and Process and For Which Purposes:**

a) If you participate in the Contest and win, you need to provide your first and last name, your postal address and phone number and we need to process the email address registered to your Nintendo Account. We collect and process your information to enable, organise and administer your participation in the Contest. We need your email address to send you notifications concerning your participation in the Contest. We use the postal address and phone number of the winners to organise the travel and accommodation for the live final. The legal basis for the processing referred to in this Section.

1 a) is the performance and processing of the Contest (Art. 6 para. 1 (b) GDPR).

b) In accordance with Section 12 of the Terms and Conditions, the winners' first names and the first letter of their last names as well as their city and their nicknames can be published on Nintendo's website and/or on official Nintendo Facebook, Instagram and Twitter accounts or on official Nintendo YouTube channels. The legal basis for this processing is Art. 6 para. 1 (f) GDPR. We have a legitimate interest in announcing the winners to demonstrate that the prizes have been awarded. You have the right to object, on grounds relating to your particular situation, at any time to such processing. To exercise this right, you may at any time contact us as provided in Section 5 of this Privacy Policy.

c) User Communications: When you send an email or other communication to Nintendo, we use those communications in order to process your inquiries and respond to your requests. The legal basis for this processing is the provision of the service you have requested (Art. 6 para. 1 (b) GDPR).

### **2. Who Has Access to Information:**

a) In case you win, we will share your name, postal address and phone number with our travel agents to organize the travel and accommodation to the live final taking place in Bad Vilbel, part of the Frankfurt am Main region in Germany, on Sunday 8 October 2023. In case you are a minor who is accompanied by a legal guardian, the aforementioned also applies to the legal guardian. The legal basis for the processing is the delivery of your prize and the performance in the course of the Contest (Art. 6 para. 1 (b) GDPR).

b) In compliance with applicable data protection requirements, Nintendo may also use third-party data processors and may share your personal data with such third-party data processors acting on Nintendo's behalf to provide services in connection with the Contest. Where such third-party processors are located outside the European Union respectively the European Economic Area, such third-party processors are either located in a third country where the European Commission has decided that this country ensures an

adequate level or appropriate safeguards for an adequate level of data protection are provided for by standard data protection clauses that have been adopted by the European Commission and that have been entered into between Nintendo and the third-party data processor.

### 3. Storage Time:

We will only store your information as long as necessary to fulfil the purposes of the Contest or – where the applicable law provides for longer storage and retention periods – for the storage and retention period required by law. After that your personal data will be deleted. In particular, if you exercise a right to object to the processing of your personal data, we will delete your personal data that we processed for the purpose to which you objected without undue delay, unless another legal basis for processing and retaining this data exists or unless applicable law requires us to retain the data.

4. Your rights under GDPR: In particular, but without limitation, you may have the following rights under applicable European data protection law:

- **Right of access:** You have the right to obtain confirmation from us as to whether or not we process personal data from you and you also have the right to at any time obtain access to your personal data stored by us. To exercise this right, you may at any time contact us as provided in Section 5 of this Privacy Policy.
- **Right to rectification of your personal data:** If we process your personal data, we shall endeavour to ensure by implementing suitable measures that your personal data is accurate and up-to-date for the purposes for which we collected your personal data. If your personal data is inaccurate or incomplete, you have the right to obtain the rectification of such data. To exercise this right, you may at any time contact us as provided in Section 5 of this Privacy Policy.
- **Right to erasure of your personal data or right to restriction of processing:** You may have the right to obtain the erasure of your personal data or the restriction of processing of your personal data. To exercise this right, you may at any time contact us as provided in Section 5 of this Privacy Policy.
- **Right to withdraw your consent:** If you have given your consent to the processing of your personal data, you have the right to withdraw your consent at any time, without affecting the lawfulness of processing based on the consent before the withdrawal. To exercise this right you may at any time contact us as provided in Section 5 of this Privacy Policy.
- **Right to data portability:** You may have the right to receive the personal data concerning you and which you have provided to us, in a structured, commonly used and machine-readable format or to transmit those data to another controller. To exercise this right, you may at any time contact us as provided in Section 5 of this Privacy Policy.
- **Right to object:** You have the right to object to the processing of your personal data as further specified in this Privacy Policy.
- **Right to lodge a complaint with supervisory authority:** You have the right to lodge a complaint with a data protection supervisory authority located in the European Union. You may contact the Hesse Data Protection Supervisor.

5. Contact and Data Protection Officer: If you have any questions about this Privacy Policy and Nintendo's data processing activities or if you want to exercise any of your rights under GDPR, please contact:

Nintendo of Europe GmbH, Attn.: Legal Department, Goldsteinstrasse 235, 60528 Frankfurt, Germany, or via email at [privacyinquiry.noe@nintendo.de](mailto:privacyinquiry.noe@nintendo.de). You can also contact Nintendo's data protection officer:

Nintendo of Europe GmbH, Attn.: Legal Department, Goldsteinstrasse 235, 60528 Frankfurt, Germany, or via email [dataprotectionofficer@nintendo.de](mailto:dataprotectionofficer@nintendo.de).