

12-MONTH WARRANTY – NINTENDO ACCESSORIES

MANUFACTURER'S WARRANTY

This warranty covers Nintendo accessories for use with Nintendo consoles (the "Product").

Subject to the terms and exclusions below, Nintendo of Europe GmbH ("Nintendo") warrants to the original consumer purchasing the Product ("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.

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 you must return the Product to Nintendo within 30 days of notifying Nintendo of that defect. 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 Product without charge.

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 cover:

- software, games or Nintendo consoles (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 was purchased outside the European Economic Area and Switzerland;
- 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 other than in accordance with the instructions in the respective Nintendo Operations Manual or any other instructions provided with the Product (the "Nintendo Documentation"), 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 instructions in the respective Nintendo Documentation;
- gradual decrease over time in the capacity and performance of batteries and battery packs for Nintendo consoles (including NTR-003, USG-003, TWL-003, UTL-003, CTR-003, SPR-003, WUP-012, and KTR-003) and for the Product (which, for the avoidance of doubt, will not be deemed to be a defect in material or workmanship);
- 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.

HOW TO MAKE A CLAIM

To notify Nintendo 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.

Before sending the Product to Nintendo Customer Support, you should remove or delete any private or confidential files or data. You accept and agree that Nintendo will not be responsible for any loss, deletion or corruption of your files or data that have 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 stored in the memory of the Product may be deleted, and you may not be able to read data saved to your SD card/microSD card 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, ensuring that it indicates the date of purchase of the Product; and
4. ensure that it is received by Nintendo within 30 days of the original notification of a qualifying defect.

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 Product (at its sole discretion). 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:

Nintendo Customer Support
Tel: +44 (0) 345 60 50 247

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- 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, 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 cover:

- software, games or Nintendo consoles (whether or not included with the Product at the time of purchase);
- accessories, peripherals or other items that are intended for use with the Product but are not manufactured by or for Nintendo (whether or not included with the Product at the time of purchase);
- the Product if it was purchased outside South Africa;
- 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 instructions in the respective Nintendo Operations Manual or any other instructions provided with the Product (the "Nintendo Documentation"), 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 instructions in the respective Nintendo Documentation;
- gradual decrease over time in the capacity and performance of batteries and battery packs for Nintendo consoles (including NTR-003, USG-003, TWL-003, UTL-003, CTR-003, SPR-003, WUP-012, and KTR-003) and for the Product (which, for the avoidance of doubt, will not be deemed to be a defect in material or workmanship);
- 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; or
- 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.

HOW TO MAKE A CLAIM

To notify Nintendo 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.

Before sending the Product to the Nintendo Service Centre, you should remove or delete any private or confidential files or data. You accept and agree that Nintendo will not be responsible for any loss, deletion or corruption of your files or data that have not been deleted or removed. Nintendo strongly recommends that you make a back up copy of any data that you do not remove or delete. Please note that, depending on the type of repair, data stored in the memory of the Product may be deleted, and you may not be able to read data saved to your SD card/microSD card or import it back onto the Product following such repair.

When sending the Product to the Nintendo Service Centre, please:

1. use the original packaging where possible;
2. provide a description of the defect;
3. attach a copy of your proof of purchase, ensuring that it contains the date of purchase of the Product; and
4. ensure that it is received by Nintendo within 30 days of the original notification of a qualifying defect.

If the above 12 months 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 Product (at its sole discretion). Independently of this, you may also have statutory rights under consumer protection legislation as the purchaser of consumer goods. For further information about this and, in particular, the details of any charges for such services, please contact:

Nintendo Service Centre
Telephone: +27 (0) 11 390 7002

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