

Terms and Conditions & Privacy Policy – Festive Gaming Calendar

The promoter of the contest is Nintendo of Europe GmbH, Herriotstrasse 4, 60528 Frankfurt am Main, Germany (“Nintendo”).

Terms and Conditions

1. The contest is open to residents of Austria, Bulgaria, Croatia, Cyprus, the Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Latvia, Lithuania, Luxembourg, Malta, the Netherlands, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, South Africa, 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.
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. Each person may participate only once per day. The deadline for participation is at 23:59 (UTC - London Time) on each day between 1st December and 24th December 2019. The promoter cannot be held responsible if participation is not possible or not possible within such time frame due to technical errors or for other reasons.
3. To participate in the contest, participants will require access to the internet and to register and link a Nintendo Account at accounts.nintendo.com and allow the reception of emails from Nintendo in the account settings. Participation with a child account is not possible. The Nintendo Account is subject to the terms of the Nintendo Account Agreement, which has to be accepted prior to the registration, and the use of My Nintendo is subject to the Terms of the My Nintendo Rewards Programme. The Nintendo Account Privacy Policy applies to use of the Nintendo Account.
4. Each day at 09:00 (UTC - London Time) from 1st December and 24th December 2019 the promoter will publish a daily mission on the Nintendo official website in the Participating Countries. In order to participate the entrants have to sign in to their Nintendo Account until 23:59 (UTC – London Time) on the respective day and complete the daily mission by visiting the calendar page and opening the door of the respective day and confirming participation in the contest.
5. The winners for each day will be selected randomly from all valid entries received that day and will be informed via the email address registered to their Nintendo Account for reception of emails from Nintendo. The email to winners will be sent within seven days from the time the daily mission ended for the dates until 19th December 2019. The winners for the dates of 20th December onwards will be notified by 10th January 2020. In case of physical prizes the winners have to reply within seven days after receiving such notification to the email address provided in the notification by stating their first and last name and their full postal address in order to confirm the win. 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. Prizes will only be sent to addresses located in the Participating Countries. In case of digital prizes, the winners will receive the prize directly in the notification about the win.
6. Prizes are non-transferable. There is no cash or other prize alternatives. In the event of unforeseen circumstances, the promoter reserves the right to substitute any prize for an alternative of equal or greater value.
7. Legal recourse is excluded.
8. Participants who cheat, manipulate, or exploit bugs in any way in relation to their participation will be excluded from the contest by the promoter.
9. 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 promoter’s reasonable control and influence. No responsibility can be accepted for participations lost, delayed or corrupted, or due to computer error in transit. Participations using methods generated by a script, macro or the use of automated devices will be void.

10. 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 of the promoter 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.
11. 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 promoter, a statutory representative or vicarious agent of promoter and for damage attributable to fraud, wilful or grossly negligent breach of duty on the part of 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 promoter.

The liability of 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 promoter, a statutory representative or vicarious agent of 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.

12. 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.
13. 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.
14. 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 Festive Gaming Calendar organized by Nintendo of Europe GmbH ("Nintendo", "we" or "us"), Herriotstrasse 4, 60528 Frankfurt, Germany (the "Contest"). 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) To participate in the Contest, you need to provide your email address and in case of physical prizes your first and last name and your postal address. We collect and process your information to enable, organize 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 of the winners to dispatch the prizes. 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 10 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 are winning a physical prize, we will share your name and postal address with our parcel delivery provider, to deliver your prize. 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 period – 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. 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 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, Herriotstrasse 4, 60528 Frankfurt, Germany, or via email at privacyinquiry.noe@nintendo.de. You can also contact Nintendo's data protection officer: Nintendo of Europe GmbH, Attn.: Legal Department, Herriotstrasse 4, 60528 Frankfurt, Germany, or via email dataprotectionofficer@nintendo.de.