

24-MONTH MANUFACTURER'S WARRANTY – MARIO KART LIVE: HOME CIRCUIT

This manufacturer's warranty covers the Mario Kart Live: Home Circuit kart (the "**Product**") for use with Nintendo Switch consoles or Nintendo Switch Lite systems.

Subject to the terms and exclusions below, Nintendo of Europe GmbH, Goldsteinstrasse 235, 60528 Frankfurt, Germany ("**Nintendo**") warrants to the original consumer purchasing the Product in the United Kingdom, 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 cover:

- software, games or Nintendo consoles (whether included with the Product at the time of purchase or not);
- peripherals, including the cardboard gates (whether included with the Product at the time of purchase or not);
- wear and tear on the tyres over time (which, for the avoidance of doubt, will not be deemed to be a defect in material or workmanship of the Product);
- 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 the battery 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 data or any other content as a result of formatting the memory of 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 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 part causing the defect, or replace the relevant element of 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 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.