

Nintendo Switch 2 Experience Ticket Registration and Event Terms

1. GENERAL

- 1.1** These terms & conditions ("**T&Cs**") govern the application for tickets and attendance at Nintendo Switch 2 Experience ("**Event**"). Details of the Event are available at <https://www.nintendo.com/en-gb/campaigns/nintendo-switch-2-experience-london-2722997.html>.
- 1.2** Tickets to the Event consist of a digital QR Code ("**Ticket**") and will be initially provided through a free-to-enter, randomly selected Draw ("**Draw**").
- 1.3** Any tickets that subsequently become available due to cancellations or other circumstances will be allocated to participants on the waitlist for that Event ("Waitlist").
- 1.4** The Waitlist, the Draw and the Event are organised by Nintendo of Europe SE, Goldsteinstraße 235, 60528 Frankfurt am Main, Germany ("**Nintendo**").
- 1.5** When applying for Tickets ("**Applicant**") or attending the Event ("**Attendee**"), you must agree to these T&Cs, to the Nintendo of Europe Community Guidelines (<https://www.nintendo.com/en-gb/Legal-information/NOE-COMMUNITY-GUIDELINES-1938606.html>), and all other terms, conditions, rules and policies that are presented to you at the time of registration or attendance, or otherwise communicated to you by Nintendo or the Event venue (collectively, "**Event Rules**").
- 1.6** The processing of any personal data when applying for Tickets or attending the Event is subject to Nintendo's Website and Event Privacy Policy at <https://experience.nintendo.com/#/events/10447>.

2. TICKET REGISTRATION AND DRAW

2.1 General Process

From Friday January 17th, 2025 at 14:00 (UK time), eligible Applicants will be able to apply for free Tickets for themselves and up to 5 other members of their Nintendo Account's family group ("**Guests**"), if any, through a Draw. The Tickets will be allocated randomly via an algorithm. The chosen winners of the Draw will receive Tickets and be invited to the Event.

2.2 Eligibility

Registration for this Draw is available only to individuals who meet the following eligibility criteria:

- (a) are at least 18 years old*;
- (b) are resident of the EU/EEA/UK/Switzerland; and
- (c) have a Nintendo Account.

*Younger potential Attendees may only win Tickets as family members of an eligible Applicant in the Draw.

Registering multiple times for the same Event or for more than one Event is strictly prohibited. Nintendo reserves the right to invalidate any Tickets obtained as a result of multiple registrations.

2.3 How to Register

Registration begins on Friday January 17th, 2025 at 14:00 (UK time) and ends on Sunday January 26th, 2025 at 23:59 (UK time). To register, please visit <https://experience.nintendo.com> and sign into your Nintendo Account (if you do not have a Nintendo Account already, you can create one at <https://accounts.nintendo.com>). You can apply for a chance to receive a Ticket for yourself only, or for a chance to receive Tickets for yourself and up to 5 Guests (6 Tickets total).

To register for a family, the Applicant must list the Nintendo Accounts of all the Guests. To create a family group, please visit your Nintendo Account's settings and select "Family Group".

All Guests aged 7 to 17 years old (each a "**Minor**") must have a Nintendo Account and be part of the same Nintendo Account family group as the Applicant.

2.4 Attendee Selection

The Draw will take place on Monday January 27th, 2025. The drawing algorithm randomly selects the Nintendo Accounts that will be provided with Tickets from all eligible registrations for the Draw.

Those selected in the Draw, including any Guests, will be sent the Tickets, i.e. a digital QR Code to the email address associated with the Nintendo Account that is registered. All awarded Tickets are available to the respective winners at <https://experience.nintendo.com>. Applicants will get access to all Tickets of their Nintendo Account family group, while Guests will only get access to their own Tickets.

2.5 Winning Chances

At least 1900 Nintendo Account holders will receive Tickets to attend one day of the Event (300 for Friday, and 800 each for Saturday and Sunday).

Chances of being selected to receive Tickets depend on the number of eligible Applicants, and also on the number of their registered Guests (if applicable). The Draw algorithm is completely random, and each registered participant has the same chances of being awarded with a Ticket.

2.6 Waitlist

Applicants who have not won a Ticket during the Draw may register for one or more Waitlists. Registration for the Waitlists is a separate process and does not automatically occur as part of the registration for the Draw. Only Applicants who have not been awarded a Ticket and are over 18 years old are eligible to enter the Waitlist. Those under 18 need to join the Waitlist as part of a Nintendo Account family group. Applicants can join each Waitlist as an individual, or as a Nintendo Account family group of up to six people total. Any offer that may be made to the Applicant will be for the same number of Tickets as originally requested and Tickets will not be offered in smaller batches.

Nintendo reserves the right to close any Waitlist at any time, in particular if a Waitlist becomes longer than the number of expected available Tickets.

Waitlists are filled on a "first come, first served"-basis based on the order of registration on the Waitlist.

If a Ticket becomes available and the Applicant is selected from the Waitlist, the Applicant will be notified via email sent to the email address associated with the respective Nintendo Account. The Applicant will have 36 hours to claim or refuse the offer before the opportunity expires. Once the offer expires, the Applicant will be removed from that specific Waitlist and not be able to claim the offered Ticket anymore.

The Applicant or the Applicant's Nintendo Account family group will be automatically removed from all other Waitlists as soon as a Ticket of any type is claimed by the Applicant.

3. TICKETS

3.1 Licence to Attend

Tickets are a revocable licence to attend the Event. As a condition of this licence, Attendees agree to comply with Sections 1 and 4 et seq. of these T&Cs and other Event Rules (cf. Section 1.5). Failure to comply will result in forfeiture of this licence without compensation.

All received Tickets and the information presented on them should be checked by the recipient upon receipt, as mistakes cannot always be rectified at the time of the Event. Incorrect information can lead to non-admission to the Event.

Certain groups of Attendees may receive special Tickets outside of the Draw. Such attendees may be: media outlet reporters or content creators; notable public figures such as athletes, television or film personalities, or other performing artists such as musicians; retail representatives; development and/or publishing partners; analysts; investors; marketing, communication or event service suppliers; representatives of video games industry trade associations; relevant representatives of political parties; or other trade visitors and business contacts. Special terms and conditions, such as early access rights or access rights to certain non-public areas, may apply to these Tickets and these special terms shall in case of contradictions overrule these T&Cs.

3.2 Restrictions and Limitations

Tickets are limited to a maximum of one (1) Ticket per person. Nintendo reserves the right to invalidate any Tickets booked or received that exceed this quota. Nintendo is not responsible for lost, stolen or damaged Tickets.

No substitutions or exchanges (including for cash) will be permitted for any Tickets.

Tickets have no cash value and may not be transferred or sold to any other person. If Nintendo has reasonable grounds to believe that Tickets have been transferred or sold, they will be invalidated, and the holder will be refused admission.

4. EVENT TERMS

4.1 Travel

Travel to and from the Event is the sole responsibility of the Attendee. It is recommended to check Event details, timings and car park charges prior to travelling as these may be subject to change. It is also recommended to check the route prior to travelling to ensure an arrival on time. Nintendo is not responsible for any delays due to travel disruptions.

4.2 Admission

Tickets are required to be admitted into the Event. Nobody (except for children ages 6 and under, see below) will be allowed admission to the Event without a valid Ticket.

All Minors attending the Event must be accompanied by a parent or legal guardian that have received a Ticket in accordance with these T&Cs.

Children ages 6 and under do not need a Nintendo Account or Ticket to attend the Event and they may attend the Event with their parent or guardian who has received a Ticket. Attendees that bring any Minors to the Event represent and warrant that they are the parent or legal guardian of such Minor(s).

4.3 Security

For the safety of people at the Event, the venue management and Nintendo reserve the right to refuse admission and conduct security searches as they deem appropriate.

Attendees consent to reasonable search of all items carried onto the premises. Attendees must not bring the following items into the venue: weapons, markers, skateboards, lighters, controlled substances, large containers, gum, stickers, recording devices (excluding cell phones and any recording devices possessed by authorized media), food or beverages, other than sealed 500ml water bottles, empty plastic sports bottles or medically necessary items.

All prop weapons must be submitted to Event security for inspection and approval prior to entering the venue. Prop weapons are only permitted onto the premises if approved by Event security.

Nintendo reserves the right to limit backpacks, large bags, prop weapons and similar items.

Nintendo reserves the right to refuse admission or to eject any person appearing to be intoxicated, under the influence of drugs, otherwise behaving dangerously or inappropriately, or for any other behaviour likely to cause damage, injury, nuisance, and annoyance or for failure to comply with the reasonable request of Nintendo.

It is not permitted to bring animals to the Event except for guide, assistance, and hearing dogs.

4.4 Photographs and Recordings

Attendees may be filmed, photographed or sound recorded for broadcast, publication, or security purposes whilst at the Event by Nintendo and our trusted sponsors and partners.

Attendees give Nintendo, and anyone authorised by Nintendo, permission to: photograph and/or record Attendees in connection with the Attendee's participation in and attendance at the Event (e.g., the Attendee may be filmed as part of a group of people, in the background, or as part of the larger scenery); edit and modify any resulting photographs, recordings or other media or materials (the "**Photographs and Recordings**"); and use the Photographs and Recordings (including the Attendee's likeness, persona and voice) in connection with the commercial, promotional, industry and/or internal purposes of Nintendo, its affiliates and promotional partners, without any compensation of the Attendee. In addition, Attendees may be approached by authorised personnel for the purpose of taking close-up or opinion shots/recordings, which may be edited and used as described above, but only if the Attendee has freely consented at the Event.

5. MISCELLANEOUS

5.1 LIMITATION OF LIABILITY

Nintendo shall only be liable without limitation for damages in cases of intent and gross negligence. In the event of a breach of material obligations under these T&Cs, Nintendo shall also be liable for slight negligence. Material obligations, also referred to as cardinal obligations, are obligations that make the proper execution of the contract possible in the first place and on the fulfilment of which the contractual partner may rely.

In the event of a breach of material obligations under these T&Cs, the obligation to pay compensation shall be limited to the foreseeable damage typical of the contract.

Any further liability of Nintendo is excluded.

The above exclusions and limitations of liability shall also apply with regard to the liability of the employees, workers, staff, representatives and vicarious agents of Nintendo, in particular in favour of the shareholders, employees, representatives, bodies and their members with regard to their personal liability.

The above limitations of liability shall not apply to liability for injury to life, limb, and health or in the event of the assumption of a guarantee by Nintendo or liability under the Product Liability Act.

Each Attendee to the Event is responsible to take care of his or her personal property. Nintendo does not accept any responsibility for such personal property of the Attendees and for any loss or damage to such personal property brought to the Event.

5.2 CHANGES TO THE DRAW OR THE EVENT

Nintendo reserves the right to terminate the Draw or the Event prematurely for objective reasons at any time without prior notice or giving reasons, or to cancel the Draw or the Event without substitution. An objective reason is, for example, if for unforeseeable reasons (e.g. sudden security concerns at the venue or external manipulations of the Draw) or for legal reasons the proper and safe conduct of the Draw or the Event can no longer be ensured, and Nintendo is neither responsible for these obstacles nor can they be eliminated in time with reasonable effort.

If the Event is rescheduled, changed, moved, or cancelled, Nintendo cannot be held responsible for any resulting costs for travel, accommodation and other related goods, services, or compensation.

Nintendo reserves the right to alter or vary the content or timing of any part of the Event in circumstances beyond its reasonable control without any obligation.

5.3 CHANGES TO THESE T&CS

Nintendo may amend or supplement these T&Cs at any time with effect for the future, provided that an amendment is necessary for good cause. This includes the need to amend the T&Cs due to a change in the legal situation, new technical developments or to close legal loopholes. Such amendments shall not be detrimental to you contrary to good faith. If the amendment significantly disturbs the contractual balance between the parties and the amendment becomes unreasonable for you as a result, the amendment shall not be made.

Nintendo will either amend these T&Cs with your express consent or notify you of the amended conditions in text form at least four weeks before the amendments or additions to these T&Cs come into effect and give you the opportunity to object to the amendment or addition within a period of four weeks from receipt of this notification.

If you do not object to the amendment or addition within the objection period, the amendments shall be deemed to have been accepted and shall become an integral part of these T&Cs.

In the notification of changes to the T&Cs, Nintendo will make specific reference to the possibility of objecting, the time limit and the legal consequences, in particular with regard to a failure to object.

5.4 FORCE MAJEURE

Any delay or failure to perform any obligations under these T&Cs, including, without limitation, with respect to distribution of the Ticket(s), shall be excused to the extent that such delay or failure is caused by an event or occurrence beyond the obligated party's reasonable control, including, without limitation, acts of God, actions by governmental authorities, fires, floods, storms, earthquakes, inclement weather, pandemic, natural disasters, riots, wars, terrorism, or labour disputes.

5.5 SEVERABILITY

If any term, provision, or part of these T&Cs is to any extent held invalid, void, or unenforceable, the remainder of these T&Cs will not be impaired or affected thereby.

5.6 GOVERNING LAW

These T&Cs and any dispute or claim arising out of or in connection with these T&Cs or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of the Federal Republic of Germany.