

## **Pre-Contractual Information about Nintendo's Connected Products and Related Services (Data Act)**

The following document (“Data Notice”) provides information on data that is generated through the use of Nintendo's connected products and related services in accordance with Art. 3 para. 2 and para. 3 of the Regulation (EU) 2023/2854 (“Data Act”). In this Data Notice, "Nintendo" refers to Nintendo Co., Ltd., 11-1 Hokotate-cho, Kamitoba, Minami-ku, Kyoto, 601-8501, Japan.

Please read the Data Notice to find out, among other things, what data Nintendo's connected products and related services can generate, how that data may be stored or used, and how you, as a user within the meaning of the Data Act (“you”), may access it.

### **1. What Is this Data Notice (Not) About**

This Data Notice applies to certain data generated by Nintendo's connected products or related services, in particular product data, related services data, and their relevant metadata, each within the meaning of the Data Act. Such data can include data generated by the use of a Nintendo connected product, but only if it is retrievable, or information representing the digitisation of user actions or events related to a Nintendo connected product. The data covered by this Data Notice is generally limited to raw data and pre-processed data, but does not include information inferred or derived from it.

Data may include non-personal and personal information. However, please note that this Data Notice is not a privacy policy under Regulation (EU) 2016/679 (“General Data Protection Regulation” or “GDPR”). If data that includes personal information is collected, processed or used by Nintendo, this is done in accordance with European data protection laws and the Nintendo Account Privacy Policy available at [https://accounts.nintendo.com/term\\_chooser/privacy\\_policy](https://accounts.nintendo.com/term_chooser/privacy_policy). Please read the Nintendo Account Privacy Policy to learn more about the protection of your personal information at Nintendo.

### **2. Nintendo Connected Products**

Nintendo connected products include the Nintendo Switch, Nintendo Switch – OLED Model, Nintendo Switch Lite, Nintendo Switch 2, the Nintendo Sound Clock: Alamo, and in each case, the connected Nintendo equipment such as controllers (jointly referred to as “Product(s)”).

The Products are generally capable of generating data about the device usage, hardware component status, device settings, user preferences, error reports, internal status of firmware, and statistical information. Some of such product data can be generated continuously and in real-time. The product data is generated in a binary, Nintendo’s proprietary format on the device. The product data made available is in JSON format (see below).

The estimated volume of data generated by the Product varies significantly depending on multiple factors, including the Product model, firmware version, user settings, and usage patterns. For example, the usage frequency, duration of the session, and the specific software or service run on the Product can all affect the estimated volume of data, which is usually several to several tens of kilobytes per second, but can sometimes be larger or smaller.

### **3. Nintendo Related Services**

Nintendo related services include Nintendo Switch Parental Controls, Nintendo Switch App, and other Nintendo services that are connected to the Products and considered related services within the meaning of the Data Act (jointly referred to as "Service(s)").

The Service may process the above listed Product data to the extent and for as long as this is necessary for the provision of the relevant service, and it may influence the behaviour of the Product during the course of its operation. Product data used by the Services may include information about the device usage, hardware component status, device settings, user preferences, error reports, and statistical information.

The Service itself may generate data relating to service usage, service settings, user preferences, error reports, and statistical information. The volume of service data varies depending on the specific Product or Service and the user settings, among others. In some cases, it can range from several kilobytes to several hundred kilobytes per day, but in other cases it can be more, or can be less.

The above product and related service data is not fully sent to Nintendo servers, but only to the extent required for the provision of the relevant service and, if applicable, in accordance with the user's settings. The volume and the collection frequency of the collected product data varies, depending on the specific Product or Service and the user settings, among others. In some cases, the estimated volume is a few kilobytes to over ten kilobytes per day, but in other cases it can be more, or can be less. The collection frequency of the data also varies for the same reason. In some cases, it is collected several times per hour. In other cases, however, it may be collected more or less frequently.

### **4. Storage of Product and Related Service Data**

The Products and Services are capable of storing certain data on-device. A Product or Service that is connected to the Internet may additionally be capable of storing certain data on remote servers.

Data that is stored on the device is stored for an infinite or specific period of time, for example, to ensure internal system communication as well as to ensure the functionality, safety and security of the Product and the software or Services that run on it. The on-device data storage times can roughly be differentiated as follows:

- Data stored on the internal system storage or on SD cards is generally only for as long as necessary to fulfil the purposes for which the data is generated and processed on the device. The specific retention period can depend on the use of the Product (e.g. whether the Product is turned on/off and which features are used).
- Certain data records on internal systems can automatically be overwritten with current data during the operation of the Product or Service.

Data that is stored on remote servers is generally only stored for as long as necessary to fulfil the purposes for which the data is collected and processed or – where the applicable law provides for longer storage and retention periods – for the storage and retention period required by law. Such purposes may include ensuring the functionality of the Product, providing a Service that the user has requested, preventing fraud or other illegal activities, or improving Nintendo Products and Services.

## **5. Your Data Access**

You may have the right to access certain product and related services data (including the relevant metadata) from your Products or Services or share it with third parties in accordance with Article 4 and Article 5 of the Data Act.

You or a third party acting on your behalf can access and share product and related services data that is stored on Nintendo servers by filing a data access request through the Nintendo Customer Support at <https://www.nintendo.com/en-gb/Support/Contact/Contact-621598.html>.

The access to such product or related services data is subject to the following Terms on Data Access and Use which are available [here](#).

You need a Nintendo Account that is linked to the relevant Product to complete your data access request and/or to verify a data access request by a third party acting on your behalf. You can link your Nintendo Account by signing in to the relevant Product with it. If you do not have a Nintendo Account, please create one [here https://accounts.nintendo.com/](https://accounts.nintendo.com/). The Nintendo Account Agreement applies, which is available [here https://accounts.nintendo.com/term\\_chooser/eula](https://accounts.nintendo.com/term_chooser/eula).

Please note that certain product and related services data may contain trade secrets, and that Nintendo is the holder of these trade secrets. Therefore, your access to this data may be restricted in accordance with applicable European law.

Once your data access request has been verified, the requested data will be sent via email to the destination email address. The data will be provided in JSON format.

You can delete certain product and related services data from your device by terminating the use of the Service and restarting the device. You can further request to

delete personal information, including the information on Nintendo servers, at <https://www.nintendo.com/eu/contact>.

## **6. How Nintendo as a Data Holder Uses Data**

Product and related services data that is sent from a Product or Service to Nintendo servers may be readily available to Nintendo. The data holder for such data is Nintendo Co., Ltd., 11-1 Hokotate-cho, Kamitoba, Minami-ku, Kyoto, 601-8501, Japan.

Nintendo may process the readily available data (i) to provide its services, (ii) to ensure the functioning, safety and security of its products and services, (iii) to prevent fraud or other illegal activities (iv) to provide support, warranty services or similar services, (v) to improve its products and services, (vi) to develop new products, (vii) to customize offers and recommendations, or (viii) to comply with legal obligations that Nintendo is subject to. For further details, please see the Nintendo Account Privacy Policy at [https://accounts.nintendo.com/term\\_chooser/privacy\\_policy](https://accounts.nintendo.com/term_chooser/privacy_policy).

## **7. Who Has Access to the Data**

The data may be shared with other companies of the Nintendo group and with third parties who may use the data for above purposes, or any further purposes as agreed upon with the user.

Nintendo may share the data with other entities of the Nintendo group, including Nintendo of Europe SE, Goldsteinstrasse 235, 60528 Frankfurt am Main, Germany, Nintendo of America Inc., located in the United States as well as Nintendo Australia Pty Limited, located in Australia and Nintendo of Korea Co., Ltd., located in the Republic of Korea.

Finally, the data may be shared with our partners and data processors acting on Nintendo's behalf to provide the Service as set out in the Nintendo Account Privacy Policy at [https://accounts.nintendo.com/term\\_chooser/privacy\\_policy](https://accounts.nintendo.com/term_chooser/privacy_policy).

## **8. Duration and Termination of Your Contract with Nintendo**

The Nintendo Account Agreement ("Agreement") may apply to Services provided by Nintendo. The Nintendo Account Agreement is generally made for an indefinite period until terminated by either party.

You may terminate the Agreement at any time by deleting your Nintendo Account. Nintendo may terminate the Agreement, or any part of the Agreement, at any time, without notice if you breach the terms of the Agreement. Nintendo may also terminate the Agreement, or any part of the Agreement, at any time, for legal, technical or commercial reasons. In this case, Nintendo will provide you with reasonable advance notice. Please see the Nintendo Account Agreement at [https://accounts.nintendo.com/term\\_chooser/eula](https://accounts.nintendo.com/term_chooser/eula) for details.

## **9. Right to Lodge a Complaint**

Under applicable European law, you may have the right to lodge a complaint with the competent authority located in the European Union.

## **10. Contact**

If you have any questions about this Data Notice and Nintendo's data processing activities, please contact Nintendo's European legal representative:

Nintendo of Europe SE, Attn.: Legal Department, Goldsteinstrasse 235, 60528 Frankfurt am Main, Germany, or via the contact form available at <https://www.nintendo.com/eu/contact>.