



# NINTENDO GAMING BUNDLE

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## TERMS

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Date: 26 October 2022

Version: 1

## Eligibility

1. The Nintendo Gaming Bundle is available to Consumer and Small Business customers on a pay monthly phone, tablet or 12-month SIM plan who are UK residents. Please note customers on our SME Business Connect Plans and Smart Watch plans are not eligible for this Bundle. New customers on a pay monthly phone plan must have been with EE for a minimum of 1 month and SIM plan customers for 6 months before adding the Bundle.
2. A 24 month minimum term applies and we'll apply the charge to your Account each month. After 24 months the Bundle will be removed from your Account.
3. If you cancel the Bundle or your pay monthly plan during the 24-month minimum term early termination charges will apply and your access to Nintendo Switch Online will be suspended .
4. The Nintendo Gaming Bundle provides you with vouchers to redeem direct with Nintendo for Nintendo Switch Online the Gamers Data Pass and the Video Data Pass, for a monthly charge, plus a Nintendo OLED for an upfront cost.

## The EE Gamers Data Pass and EE Video Data Pass (the "Data Passes")

5. The Data Passes have been tested to work on the iOS or Android operating systems. We will not stop you from using other devices but we cannot guarantee that any data you use on alternative devices or devices using an operating system other than iOS or Android will be zero rated.
6. If you are using an Apple device using iOS 15 or later and have iCloud Private Relay switched on, we will not be able to link your EE customer ID to all of your activity and some or all of the data used will not be zero rated.
7. With the EE Gamer's Data Pass, data used whilst playing games such as Pokémon Go, FIFA Mobile, Star Wars Galaxy of Heroes, Harry Potter: Wizards Unite and streaming content on Twitch (the "Content Apps") whilst in countries covered by your Plan allowance will not be deducted from your EE Price Plan's inclusive data allowance.
8. With the EE Video Data Pass, data used whilst streaming and downloading video content on the content apps listed below (the "Content Apps") whilst in countries covered by your Plan allowance will not be deducted from your EE Price Plan's inclusive data allowance:

Netflix,  
Amazon Prime Video,  
MTV Play,  
YouTube,  
YouTube Kids  
BBC iPlayer,  
BBC iPlayer Kids,  
Twisted Mirror,  
TV Player,  
BT Sport,  
BritBox

9. You must have a balance of your Price Plans inclusive data allowance remaining, if you do not you will not be able to use the Data Passes to play games, stream or download video content from the Content Apps using mobile data. You will still be able to stream or download video content from the Content Apps using Wifi or by purchasing a data add-on.
10. As soon as the Bundle is removed from your account data used whilst playing games, streaming and downloading content on the Content Apps will be deducted from your EE Price Plan's inclusive data allowance.

11. If you access the Content Apps using a VPN or proxy then you will not be able to receive zero rated data as we will not be able to link your EE customer ID to your activity.
12. Not all use of the Content Apps will be zero rated. Using certain additional content in the Content Apps will be deducted from your Plan's data allowance. Examples of this are, adverts, advertising metrics, metadata, news articles, general browsing, images and content (including videos, music, podcasts or radio broadcasts) from third party apps or websites accessed using the Content Apps, or uploading your own content. This list gives an indication of the types of content which may be chargeable but is not exhaustive. On occasion there may be circumstances beyond our control which may lead to data being deducted from your Plan's data allowance, we will endeavour to ensure this never happens. The Data Passes each include an additional 200MB data boost. This additional data allowance will be used in the same way as your Plan's data allowance (if you are on a Sharer plan only the account lead can receive this additional 200MB). This data will be added to your account when your plan data renews each month and does not roll over. This additional 200MB is not ringfenced for use in connection with the Content Apps.
13. We will not stop you from tethering other devices to your mobile device. However, the Data Passes are not designed for this type of use and so we cannot guarantee that any data you use when tethering will be zero rated.
14. We may add or remove Content Apps from either of the Data Passes at any time. We will notify you at least 30 days in advance of removing any Content Apps, unless there are reasons we can't (for example, if a content provider doesn't give us enough notice that they're withdrawing their content).
15. In order to provide the Data Passes we will monitor your access to the Content Apps. We'll process this information in accordance with EE's privacy policy, details of which can be found here <http://ee.co.uk/privacy-policy>.
16. There may be times when we have to share information about you with the suppliers of the Content Apps and vice versa. This will happen in limited circumstances that relate to the prevention of fraudulent or unlawful activity. We'll process this information in accordance with EE's privacy policy, details of which can be found here [www.ee.co.uk/privacy-policy](http://www.ee.co.uk/privacy-policy).
17. The Data Passes are for personal and non-commercial use only. It's your responsibility to ensure that content accessed by under 18s is suitable for those viewing it. Content available via Content Apps may change from time to time.

### **Nintendo Switch Online**

18. The Bundle includes vouchers for redemption with Nintendo directly in exchange for 24 months' individual subscription to Nintendo Switch Online. Subscription automatically renews using payment details on your Nintendo Account.
19. Nintendo Account required. Nintendo Account terms and Nintendo Switch Online usage terms apply: <http://www.nintendo.co.uk> You agree to use the service at your sole risk. EE is not responsible for examining or evaluating the content or accuracy of any third-party services and shall not be liable for any such third party services. Data displayed via the service is for general informational purposes only and is not guaranteed by EE.

### **General**

20. Availability is subject to credit status.
21. When adding the Bundle you're entitled to a 14-day cooling off period, except where you enter into a contract in store. Once you've entered into a contract for these Additional Services, you'll have 14 days to tell us you've changed your mind. However, once you've redeemed the voucher and/or scratched off the panel you'll lose your right to cancel, except in accordance with the cancellation process described above.

22. Before requesting this Bundle as an Additional Service, you must acknowledge and understand that any change to the Nintendo Gaming Bundle does not entitle you to cancel your Agreement with us for mobile network services.
23. We may suspend access to or terminate your contract for the Bundle if you fail to pay a bill by the date set out on it or commit another material breach of your Agreement for mobile network services (visit [here](#) to read the latest version of our terms and conditions).
24. The Bundle is for personal and non-commercial use only.
25. Apart from Nintendo Switch Online, the Bundle does not include the cost of any subscription to and third party apps. Separate terms will apply to your use of third party apps. EE is not responsible for examining or evaluating the content or accuracy of any third-party services and shall not be liable for any such third party services.