

C A N A D A
PROVINCE OF QUÉBEC
DISTRICT OF MONTRÉAL
No: **500-06-001122-213**

SUPERIOR COURT
(Class action)

KELLY-ANN ST-LAURENT

PATRICK FAUBERT

Plaintiffs

v.

NINTENDO OF CANADA LTD.

Defendant

SETTLEMENT AGREEMENT

1. RECITALS

- A. This Settlement Agreement is entered into by and among Plaintiffs Kelly-Ann St-Laurent and Patrick Faubert, on behalf of themselves, as well as on behalf of the Class Members, and Defendant Nintendo of Canada Ltd. to resolve in full the Action. Subject to Court approval as required by the *Code of Civil Procedure*, CQLR, c. C-25.01, and as provided herein, the Parties hereby stipulate and agree that, in consideration for the promises and covenants set forth in the Settlement Agreement and upon the issuance by the Court of a Final Judgment Approving Settlement and the occurrence of the Effective Date, the Action shall be settled and terminated upon the terms and conditions contained herein.

- B. **WHEREAS**, on January 15, 2021, the Plaintiffs filed the Application for Authorization.
- C. **WHEREAS**, on July 19, 2023, the Court (the Honourable Marie-Christine Hivon, S.C.J.) authorized the Plaintiffs to institute a class action on behalf of the Class Members.
- D. **WHEREAS**, on October 18, 2023, the Plaintiffs filed the Originating Application.
- E. **WHEREAS** the Plaintiffs asserted claims under the *Consumer Protection Act*, CQLR, c. P-40.1 and the *Civil Code of Québec*, CQLR, c. CCQ-1991, in relation to an alleged design defect of the Nintendo Products.
- F. **WHEREAS** the Parties have reached the resolution set forth in this Agreement following a settlement conference held on October 15, 2025, before the Honourable Louis Charette, S.C.J. and subsequent settlement negotiations.
- G. **WHEREAS** the Parties have determined that a settlement of the Action on the terms reflected in this Agreement is fair, reasonable, adequate, and in the best interests of the Parties and the Class Members.
- H. **WHEREAS** the Defendant deny the allegations made by the Plaintiffs in the Action, have not conceded or admitted, shall not be deemed to have conceded or admitted and expressly deny any liability, including any liability for monetary compensation or compensation in kind to the Class Members.
- I. **WHEREAS** the Parties, to avoid the cost of litigation, a judgment being rendered on the merits of the Action and any uncertainty as to the judgment that could be rendered, have concluded that it is desirable that the claims in the Action be settled, without admission, on the terms reflected in this Agreement.

NOW, THEREFORE, this Agreement is entered into by and among the Parties, by and through their respective counsel and representatives, and in consideration of the mutual promises, covenants and agreements contained herein and for value received, the Parties agree that upon the Effective Date, the Action and all Released Claims shall be settled and terminated as between the Plaintiffs and the Class Members, on the one hand, and the Defendant, on the other hand, as detailed herein.

2. DEFINITIONS

2.1 As used in this Agreement and the attached schedules, the following terms shall have the meanings set forth below, unless this Agreement specifically provides otherwise:

- (i) **“Action”** means *St-Laurent et al. v. Nintendo of Canada Ltd.* (S.C.M.: 500-06-001122-213).
- (ii) **“Agreement”** means this Settlement Agreement (including all Schedules hereto).
- (iii) **“Application for Authorization”** means the *Demande pour autorisation d’exercer une action collective et pour être représentante* dated January 15, 2021 (as amended on October 25, 2022 to, *inter alia*, add Mr. Patrick Faubert as Plaintiff), filed by the Plaintiffs against the Defendant.
- (iv) **“Approval Hearing”** means the hearing to be conducted by the Court on such date as the Court may order to determine the fairness, adequacy, and reasonableness of the Agreement and to determine the Class Counsel’s Fees.
- (v) **“Class”** and **“Class Member(s)”** means any person who, as of the Pre-Approval Notice Date, meets the following definition:

1. All consumers who purchased in Québec, since July 29, 2017, a Nintendo Switch, Nintendo Switch Lite, a Joy-Con, or a Pro Controller for Nintendo Switch; and/or
2. All consumers who purchased in Québec a Nintendo Switch, a Nintendo Switch Lite, a Joy-Con, or a Pro Controller for Nintendo Switch for which the following issue first appeared after July 29, 2017: at least one controller or console registers directional inputs without any manual operation.

- (vi) **“Class Counsel”** means Lambert Avocats Inc.
- (vii) **“Class Counsel’s Fees”** means the attorneys’ fees and expenses in the amount of \$300,000, plus GST (\$15,000) and QST of (\$29,925), for a total of \$344,925, as described more particularly in Section 8 of this Agreement.
- (viii) **“Class Period”** means the period starting on July 29, 2017, and ending on the Pre-Approval Notice Date.
- (ix) **“Court”** means the Superior Court of Québec, district of Montréal, in which the Action was filed and where the Parties will seek approval of the Agreement.
- (x) **“Credit”** means a transferable, non-refundable, non-cash convertible credit without an expiration date in the amount of the Credit Value and in the form of a code that can be applied to a Nintendo account. The credit will be provided via email to Credit Eligible Members at the email address associated with their service request and may be used as a means of payment for a transaction on the Nintendo eShop. The credit is subject to the terms and condition of Nintendo’s credit reproduced at **Schedule H.**

(xi) **“Credit Eligible Member”** means a Class Member who, as of the Pre-Approval Notice Date, satisfies all of the following criteria:

1. purchased a Nintendo Product;
2. experienced, on at least one controller purchased with that Nintendo Product, directional inputs being registered without manual operation, with the issue first manifesting after July 29, 2017;
3. submitted a service request to Nintendo for the service or replacement of the Nintendo Product exhibiting the directional-input issue;
4. shipped the Nintendo Product to Nintendo in connection with that service request;
5. experienced a turnaround time exceeding seven (7) Days, measured from the date Nintendo received the Nintendo Product to the date Nintendo shipped the product back to the consumer; and
6. did not submit a Request for Exclusion.

(xii) **“Credit Value”** means the amount of the Credit to be sent to Credit Eligible Members determined based on the turnaround time of the service or replacement of the Credit Eligible Member’s Nintendo Product, measured from the date Nintendo received the product to the date the product was shipped back to the consumer, as follows:

1. Between 8 and 30 Days: \$10; and
2. 31 Days or more: \$25.

- (xiii) **“Days”** means calendar days, except that, when computing any period of time prescribed or allowed by this Agreement, the day of the act, event or default from which the designated period of time begins to run shall not be included. Further, when computing any period of time prescribed or allowed by this Agreement, the last day of the period so computed shall be included, unless it is a Saturday, a Sunday, or a holiday in Québec, in which event the period runs until the end of the next day which is not a Saturday, Sunday, or holiday in Québec.
- (xiv) **“Defendant”** means Nintendo of Canada Ltd.
- (xv) **“Effective Date”** means:
- a) if no appeal is taken from the Final Judgment Approving Settlement, forty (40) Days after the Court renders the Final Judgment Approving Settlement; or
 - b) if an appeal is taken from the Final Judgment Approving Settlement, the date on which all appeal rights have expired, been exhausted, or been finally disposed of in a manner that affirms the Final Judgment Approving Settlement.
- (xvi) **“Extended Warranty”** means an extended service or replacement warranty applicable to all Nintendo Products covered by the Action that exhibit the registration of directional inputs without manual operation, for a total duration of three (3) years from the original date of purchase of the Nintendo Product. Notwithstanding the foregoing, all Class Members shall benefit from a grace period of twelve (12) months following the Pre-Approval Notice Date, during which they may obtain the service or replacement of an eligible Nintendo Product in accordance with the terms of the Extended Warranty. Except for the duration, the

Extended Warranty (including as regards the grace period) is subject to the terms and condition of Nintendo's limited warranty reproduced at **Schedule F**.

- (xvii) **"Final Judgment Approving Settlement"** means the Final Judgment Approving Settlement to be rendered by the Court:
- a) approving the Settlement as fair, adequate, and reasonable;
 - b) discharging the Released Parties of and from all further liability for the Released Claims; and
 - c) issuing such other findings and determinations as the Court and/or the Parties deem necessary and appropriate to implement the Agreement.
- (xviii) **"Nintendo Product(s)"** means Nintendo Switch, Nintendo Switch Lite, Joy-Con and/or Nintendo Switch Pro Controller.
- (xix) **"Nintendo's Counsel"** means Blake, Cassels & Graydon LLP.
- (xx) **"Notice Program"** means the notice program set forth in **Schedule E** and described in Section 5.
- (xxi) **"Objection Date"** means the date by which Class Members must notify to the Parties any objection to the Settlement and shall be no later than fifteen (15) Days before the date first set for the Approval Hearing.
- (xxii) **"Opt-Out Date"** means the postmark date by which a Request for Exclusion must be submitted to the Court in order for a Class Member to be excluded from the Class, and shall be stated in the Pre-Approval Class Notice. The actual date cannot be earlier than thirty (30) Days after the date on which the Pre-Approval Class

Notice is first sent to Class Members and shall be no later than fifteen (15) Days before the date first set for the Approval Hearing.

- (xxiii) **“Originating Application”** means the *Demande introductive d’instance* dated October 17, 2023, filed by the Plaintiffs against the Defendant following the authorization judgment rendered by Court (the Honourable Marie-Christine Hivon, S.C.J.) on July 19, 2023.

- (xxiv) **“Parties”** means the Plaintiffs and the Defendant.

- (xxv) **“Plaintiffs”** means Ms. Kelly-Ann St-Laurent and Mr. Patrick Faubert.

- (xxvi) **“Post-Approval Class Notice(s)”** or **“Post-Approval Notice(s)”** means the proposed notices in the forms provided at **Schedule C** (English) and **Schedule D** (French).

- (xxvii) **“Post-Approval Notice Date”** means thirty (30) Days after the Final Judgment Approving Settlement, by which the Parties shall first send the Post-Approval Class Notice in accordance with the Notice Program.

- (xxviii) **“Pre-Approval Class Notice(s)”** or **“Pre-Approval Notice(s)”** means the proposed notices in the forms provided at **Schedule A** (English) and **Schedule B** (French).

- (xxix) **“Pre-Approval Notice Date”** means thirty (30) Days after the Court’s approval of the Pre-Approval Class Notice or any other date set by the Court, by which the Parties shall first send the Pre-Approval Class Notice in accordance with the Notice Program.

(xxx) **“Released Claims”** means any and all actions, claims, demands, rights, suits, and causes of action of whatever kind or nature that could have been asserted by the Plaintiffs or any Class Member or any Releasing Party either in the Action or in any action or proceeding in this Court or in any other court or forum, against the Released Parties, including damages, costs, expenses, penalties, and attorneys’ fees (except for Class Counsel’s Fees provided at Section 8 below), known or unknown, suspected or unsuspected, in law or equity arising out of or relating to the allegations made in the Action, the Application for Authorization or the Originating Application. For avoidance of doubt, this includes all such claims that relate in any way to any alleged issue affecting the Nintendo Products registering directional inputs without manual operation.

(xxxi) **“Released Parties”** means the Defendant, including all of its respective predecessors, successors, assigns, parents, subsidiaries, divisions, departments, and affiliates, and any and all of their past, present and future officers, directors, employees, stockholders, partners, agents, servants, independent contractors, successors, attorneys, insurers, representatives, licensees, licensors, subrogees and assigns. It is expressly understood that, to the extent a Released Party is not a Party to the Agreement, all such Released Parties are intended third-party beneficiaries of the Agreement.

(xxxii) **“Releasing Parties”** means the Plaintiffs and each and every Class Member, including each of their respective spouses, executors, representatives, heirs, successors, bankruptcy trustees, guardians, agents, assigns, predecessors, divisions, departments, and affiliates, and any and all of their past, present and future employees, partners, agents, servants, attorneys, insurers, representatives and subrogees and all those who claim through them or who assert duplicative

claims for relief on their behalf. A Class Member who has validly opted out is not deemed a releasing party with respect to their individual claim.

(xxxiii) “**Request(s) for Exclusion**” means the written communication that must be submitted to the Court pursuant to Article 580 C.C.P. and postmarked on or before the Opt-Out Date by a Class Member who wishes to be excluded (opt-out) from the Class.

(xxxiv) “**Settlement**” means the settlement set forth in this Agreement.

2.2 Other capitalized terms in this Agreement but not specifically defined in this section shall have the meanings ascribed to them elsewhere in this Agreement, including by reference to capitalized terms indicated in parentheses.

2.3 All monetary amounts found in this Agreement are expressed in Canadian dollars (CAD).

3. SETTLEMENT RELIEF

3.1 Each Class Member will benefit from the Extended Warranty.

3.2 Credit Eligible Class Members will also benefit from the Credit.

3.3 The Extended Warranty and the Credits are, in this order, the main considerations to Class Members provided for by this Settlement.

3.4 As part of the negotiated settlement, the Parties agree that the Settlement provides additional consideration to Class Members (and all Canadian consumers) through the Defendants’ implementation and ongoing maintenance of changes to their online service request service/replacement form (the “**Service Form Change**”). The Service Form Change, as implemented by the Defendants as of the date of execution of this Agreement

or to be implemented within sixty (60) Days of the execution of the Agreement, shall substantially be in the form provided in **Schedule G**. Nothing in this Agreement prevents the Defendants from further modifying the form's display or content, in compliance with applicable laws and in good faith.

- 3.5** The Defendant will bear the costs of the online publication of the Pre-Approval Class Notice and Post-Approval Class Notice by Concilia Inc. in accordance with the Notice Program as well as Concilia Inc.'s reporting costs. The Defendant will also bear its internal costs of communication to send the Credits via email to the Credit Eligible Members, as well as the reports on same required by the Court. The Defendants will not be responsible for any costs associated with the publication of the Pre-Approval Class Notice and the Post-Approval Class notice on Class Counsel's website or through email distribution by Class Counsel. No other costs for the communication and publication of the Notices or the issuance of the Credits are to be paid under this Agreement.

4. DISTRIBUTION OF CREDITS TO CREDIT ELIGIBLE MEMBERS

- 4.1** Within 45 Days of the Effective Date, the Credit will be sent to each Credit Eligible Member.
- 4.2** The email in which Nintendo will provide each Credit Eligible Member with the Credit will also include instructions on how to apply the Credit to a Nintendo account.

5. NOTICES TO THE CLASS

- 5.1** The Pre-Approval Class Notice shall be in substantially the form of **Schedules A and B**, attached hereto, agreed to by the Parties and to be approved by the Court.
- 5.2** The Pre-Approval Class Notice shall be disseminated in accordance with the Notice Program.

- 5.3** The publication of the Pre-Approval Class Notice shall be completed by no later than the Pre-Approval Notice Date.
- 5.4** The Post-Approval Class Notice shall be in substantially the form of **Schedules C and D**, attached hereto, agreed to by the Parties and to be approved by the Court.
- 5.5** The Post-Approval Class Notice shall be disseminated in accordance with the Notice Program.
- 5.6** The publication of the Post-Approval Class Notice shall be completed by no later than the Post-Approval Notice Date.
- 5.7** The Parties agree that the Notice Program provides for the most efficient means under the circumstances of this case to disseminate the Pre-Approval Class Notice and Post-Approval Class Notice to the Class.

6. OBJECTIONS, REQUESTS FOR EXCLUSION, AND MEDIA COMMUNICATIONS

(a) Objections

- 6.1** Unless otherwise authorized by the Court, any Class Member who intends to object to the approval of the Agreement must do so in writing no later than the Objection Date. The written objection must be sent by email to Class Counsel and Nintendo's Counsel no later than the Objection Date. The written objection must include: (a) a heading which refers to the Action and Court number (500-06-001122-213); (b) the objector's name, address, telephone number and email address and, if represented by counsel, of his/her counsel; (c) a statement that the objector is a Class Member; (d) whether the objector intends to appear at the Approval Hearing, either in person, remotely or through counsel; (e) a statement that the Class Member is objecting to the approval of the Agreement and the

grounds supporting the objection; (f) copies of any document upon which the objection is based; and (g) the objector's signature.

- 6.2** Any Class Member who files and serves a written objection, as described in the preceding section, may appear at the Approval Hearing, either in person, remotely or through counsel hired at the Class Member's expense, to object to any aspect of the fairness, adequacy, or reasonableness of this Agreement.
- 6.3** Unless otherwise authorized by the Court, any Class Member who fails to comply with the above provisions shall waive and forfeit any and all rights he or she may have to appear separately and/or to object, and shall be bound by all the terms of this Agreement and by all proceedings, orders and judgments entered in in the Action.

(b) Requests for Exclusion (Opt-Out)

- 6.4** Any Class Member may request to be excluded from the Class. A Class Member who wishes to opt-out of the Class must do so by sending to the clerk of the Court a written Request for Exclusion that is postmarked no later than the Opt-Out Date. The Request for Exclusion must be personally signed by the Class Member requesting exclusion, include his/her email associated with his/her Nintendo account or with a prior service request and mailing address, and contain a request to be excluded from the Class.
- 6.5** Any Class Member who does not file a timely written Request for Exclusion shall be bound by all proceedings, orders and the Final Judgment Approving Settlement in the Action, unless he or she has pending litigation or arbitration against the Defendant relating to the Released Claims and initiated before the Opt-Out Date.

- 6.6** Any Class Member who properly requests to be excluded from the Class shall not: (a) be bound by any orders or judgments entered in the Action; (b) gain any rights by virtue of the Agreement; and (c) be entitled to object to any aspect of the Agreement.

(c) Media Communications

- 6.7** The Parties agree to maintain, on an ongoing basis, all confidentiality obligations they have with respect to the Action and information shared during the Action, including during settlement discussions. Any public statements, responses to inquiries, or press releases by any Party shall only include information relating to the Action or this Agreement available in the public record.
- 6.8** The Parties agree not to make any disparaging comments about the other and any other statements or communications to the media pertaining to the Action, this Agreement or its terms shall be limited to promoting the virtues of this Agreement. Defendant may make such disclosures regarding the Action and the terms of the Agreement as it deems necessary in its filings with regulators, to its auditors, or as otherwise required by provincial, federal or foreign law.
- 6.9** Nothing herein shall prevent Class Counsel from responding to Class Members' inquiries regarding the Settlement in a manner consistent with the terms and conditions of this Agreement.

7. RELEASES

- 7.1** The Agreement shall be the sole and exclusive remedy for any and all Released Claims of all Releasing Parties against all Released Parties. No Released Party shall be subject to liability of any kind to any Releasing Party with respect to any Released Claim. Upon the Effective Date, and subject to fulfillment of all of the terms of this Agreement, each and

every Releasing Party shall be permanently barred and enjoined from initiating, asserting and/or prosecuting any Released Claim against any Released Party in any court or any forum.

7.2 On the Effective Date, each Releasing Party shall be deemed to have released and forever discharged each of the Released Parties of and from any and all liability for any and all Released Claims.

7.3 On the Effective Date, each of the Released Parties shall be deemed to have released and forever discharged each of the Releasing Parties and their respective counsel, including Class Counsel, for all claims arising out of or relating to the institution, prosecution and resolution of the Action, except to enforce the terms and conditions contained in this Agreement.

7.4 The Court shall retain exclusive and continuing jurisdiction to interpret, apply and enforce the terms, conditions, and obligations under the Agreement, including managing any ancillary matters that may arise from this Agreement.

8. CLASS COUNSEL'S FEES

8.1 Subject to Court approval, the Defendant agrees to pay Class Counsel's Fees in the amount of \$300,000, plus GST (\$15,000) and QST of (\$29,925), for a total of \$344,925. Defendant shall take no position with regards to the approval of the Class Counsel's Fees described herein during the Approval Hearing, other than that it has agreed to pay them up to the stipulated amount and that the Agreement is fair, reasonable, adequate, and is in the best interest of the Parties and the Class.

8.2 During the Approval Hearing, Class Counsel will make representations before the Court to obtain approval of the Class Counsel's Fees, which includes all taxes, legal fees,

extrajudicial costs and disbursements incurred up to the date of the Final Judgment Approving Settlement.

- 8.3** No later than fifteen (15) Days before the Effective Date, Class Counsel will provide the Defendant with an invoice confirming the amount of Class Counsel's Fees approved by the Court, to be paid by the Defendant to Class Counsel, along with separately itemized amounts for GST and QST, confirming valid GST and QST numbers, and confirming the ACH transfer/payment information.
- 8.4** Within thirty (30) Days of the Effective Date, the Defendant will pay to Class Counsel the amount of Class Counsel's Fees if and as approved by the Court in the Final Judgment Approving Settlement.
- 8.5** In consideration for the payment of the Class Counsel's Fees, as decided by the Court, Class Counsel will not claim any other fee or disbursement from the Defendant or from the Class Members.

9. FINAL JUDGMENT APPROVING SETTLEMENT

- 9.1** This Agreement is subject to and conditional upon the issuance by the Court of the Final Judgment Approving Settlement that grants final approval of the Agreement, and provides the relief specified herein, which relief shall be subject to the terms and conditions of the Agreement and the Parties' performance of their continuing rights and obligations hereunder.

10. REPRESENTATIONS AND WARRANTIES

- 10.1** The Defendant represents and warrants: (1) that they have the requisite corporate power and authority to execute, deliver and perform the Agreement; (2) that the execution,

delivery and performance of the Agreement and the consummation by it of the actions contemplated herein have been duly authorized by necessary corporate action on the part of the Defendant; and (3) that the Agreement has been duly and validly executed and delivered by the Defendant and constitutes its legal, valid and binding obligation.

10.2 The Plaintiffs represent and warrant (1) that they are entering into the Agreement without the receipt of any consideration other than what is provided in the Agreement; and (2) that they have reviewed the terms of the Agreement in consultation with Class Counsel and believe them to be fair and reasonable.

10.3 The Parties warrant and represent that no promise, inducement or consideration for the Agreement has been made, except those set forth herein. No consideration, amount or sum paid, accredited, offered, or expended by the Defendant in its performance of this Agreement constitutes a fine, penalty, punitive damage, or other form of assessment for any claim against it.

11. NO ADMISSIONS, NO USE

11.1 This Agreement is for settlement purposes only. Whether or not consummated, this Agreement shall not be: (a) construed as, offered in evidence as, received in evidence as, and/or deemed to be, evidence of a presumption, concession or an admission by the Plaintiffs, the Defendant, any Class Member, any Releasing Party or any Released Party, of the truth of any fact alleged or the validity of any claim or defence that has been, could have been, or in the future might be asserted in any litigation or the deficiency of any claim or defence that has been, could have been, or in the future might be asserted in any litigation, or of any liability, fault, or wrongdoing of such Party; or (b) construed as, offered in evidence as, received in evidence as, and/or deemed to be evidence of a presumption, concession or an admission of any liability, fault or wrongdoing, or in any way referred to

for any other reason, by the Plaintiffs, the Defendant, any Releasing Party or any Released Party in the Action or in any other civil, criminal or administrative action or proceeding other than such proceedings as may be necessary to effectuate the provisions of the Agreement.

12. TERMINATION OF THIS AGREEMENT

- 12.1** This Agreement shall be deemed null and void and shall have no effect whatsoever if the Court does not enter the Final Judgment Approving Settlement in its entirety, or, if entered, such Final Judgment Approving Settlement is reversed, vacated, or modified in any material respect by any court.
- 12.2** The Defendant may unilaterally withdraw from and terminate this Agreement if more than one hundred (100) Class Members have submitted valid and timely Requests for Exclusion. Defendant may exercise their right to terminate under this provision by giving notice to the Class Counsel before the date of the Approval Hearing. If the Defendant elects to terminate the Agreement pursuant to this Section 12.2, the Agreement, subject to Section 12.4 hereto, and all related documents exchanged or signed by the Parties or submitted to the Court shall be null and void and shall have no effect whatsoever on the Action or its adjudication.
- 12.3** It is expressly agreed that neither the failure of the Court to grant the Class Counsel's Fees award nor the amount of any Class Counsel's Fees that may be finally determined and awarded shall provide a basis for termination of this Agreement by the Plaintiffs or by Class Counsel.
- 12.4** In the event this Agreement terminates for any reason, all Parties shall be restored to their respective positions as of immediately prior to the date of execution of this Agreement.

13. MISCELLANEOUS PROVISIONS

13.1 Entire Agreement: The Agreement, including all Schedules hereto, shall constitute the entire Agreement among the Parties with regard to the Agreement and shall supersede any previous agreements, representations, communications and understandings among the Parties with respect to the subject matter of the Agreement. The Agreement may not be changed, modified, or amended except in a writing signed by Class Counsel and Nintendo's Counsel and, if required, approved by the Court. The Parties contemplate that the Schedules to the Agreement may be modified by subsequent agreement of Nintendo's Counsel and Class Counsel, or by the Court. The Parties may make non-material changes to the Schedules to the extent deemed necessary, as agreed to in writing by all Parties.

13.2 Governing Law and Jurisdiction: The Agreement shall be construed under and governed by the laws of the Province of Québec applied without regard to conflict of laws provisions. The Parties hereby submit themselves exclusively to the Courts of the Province of Québec, District of Montreal, concerning all matters related to the interpretation or application of this Agreement.

13.3 Execution in Counterparts: The Agreement may be executed by the Parties in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Signatures scanned to PDF and sent by e-mail shall be treated as original signatures and shall be binding.

13.4 Suspension of Proceedings: Upon the execution of this Agreement, all proceedings in this Action shall be suspended until further order of the Court, except to seek approval of the Pre-Approval Class Notice and of this Agreement, and proceedings that may be necessary to implement the Agreement or comply with or effectuate the terms of this Agreement.

- 13.5 Good Faith:** The Parties agree that they will act in good faith and will not engage in any conduct that will or may frustrate the purpose of this Agreement. The Parties further agree, subject to Court approval as needed, to reasonable extensions of time to carry out any of the provisions of the Agreement.
- 13.6 Binding on Successors:** The Agreement shall be binding upon, and enure to the benefit of the heirs, successors and assigns of the Released Parties.
- 13.7 Settlement conference:** The determination of the terms and conditions contained herein and the drafting of the provisions of this Agreement has been by mutual understanding after negotiation during, *inter alia*, a settlement conference held on October 15, 2025 before Honourable Louis Charette, S.C.J., with consideration by, and participation of, the Parties hereto, Nintendo's Counsel and Class Counsel.
- 13.8 Ambiguity:** This Agreement shall not be construed against any Party on the basis that the Party was the drafter or participated in the drafting. Any statute or rule of construction providing that ambiguities are to be resolved against the drafting party shall not be employed in the implementation of this Agreement and the Parties agree that the drafting of this Agreement has been a mutual undertaking.
- 13.9 Waiver:** The waiver by one Party of any provision or breach of the Agreement shall not be deemed a waiver of any other provision or breach of the Agreement.
- 13.10 Variance:** In the event of any variance between the terms of this Agreement and any of the Schedules hereto, the terms of this Agreement shall control and supersede the Schedule(s).
- 13.11 Schedules:** All Schedules to this Agreement are material and integral parts hereof and are incorporated by reference as if fully rewritten herein.

13.12 Taxes: No opinion concerning the tax consequences of the Agreement to any Class Member is given or will be given by the Defendant, Nintendo's Counsel, Class Counsel or the Plaintiffs; nor is any Party or their counsel providing any representation or guarantee respecting the tax consequences of the Agreement as to any Class Member. Each Class Member, including the Plaintiffs, is responsible for his/her tax reporting and other obligations respecting the Agreement, if any.

13.13 Retain Jurisdiction: The Court shall retain jurisdiction with respect to the implementation and enforcement of the terms of this Agreement, and all Parties hereto submit to the jurisdiction of the Court for purposes of implementing and enforcing the agreement embodied in this Agreement.

13.14 Language: The Parties acknowledge that they have required and consented to this Agreement and all related documents be drafted in English. *Les parties reconnaissent avoir exigé et consenti à ce que la présente convention et tous les documents connexes soient rédigés en anglais.*

13.15 Translation: Nevertheless, the Parties shall procure a French translation of the Agreement. In the event of any dispute as to the interpretation or application of this Agreement, the English version shall govern.

13.16 Transaction: The present Agreement constitutes a transaction in accordance with Articles 2631 and following of the *Civil Code of Quebec*, and the Parties hereby renounce to any errors of fact, of law and/or calculation.

13.17 Recitals: The recitals to this Agreement are true and form part of the Agreement.

13.18 Authorized Signatures: Each of the undersigned represents that he or she is fully authorized to enter into the terms and conditions of, and to execute, this Agreement, on behalf of the Parties identified above and their law firms.

IN WITNESS WHEREOF, each of the Parties hereto, Class Counsel and **Nintendo's** Counsel have executed this Agreement as of the date set forth below.

Date: Apr 15, 2026

City: Saint-Amable



Kelly-Ann St-Laurent (Apr 15, 2026 16:14 21 EDT)

Ms. Kelly-Ann St-Laurent

Date: Apr 15, 2026

City: Saint-Amable



Patrick Faubert (Apr 15, 2026 16:43:36 EDT)

Mr. Patrick Faubert

Date: Apr 16, 2026

LAMBERT AVOCATS INC.

City: Montréal



Mtre. Jimmy Ernst Jr. L. Lambert

Date: April 16, 2026

NINTENDO OF CANADA LTD.

City: Redmond, WA



Mr. Ajay Singh, Secretary

Date: April 22, 2026

BLAKE, CASSELS & GRAYDON LLP

City: Montréal, QC



Mtre. Simon J. Seida

SCHEDULE A

Pre-Approval Class Notice (English)

St-Laurent et al. v. Nintendo of Canada Ltd

Superior Court file no: 500-06-001122-213

IF YOU PURCHASED A NINTENDO SWITCH, NINTENDO SWITCH LITE, JOY-CON OR NINTENDO SWITCH PRO CONTROLLERS SINCE JULY 29, 2017

AND

IF YOU PURCHASED A NINTENDO SWITCH, NINTENDO SWITCH LITE, JOY-CON OR NINTENDO SWITCH PRO CONTROLLERS WHICH TRANSMITTED DIRECTIONAL COMMANDS WITHOUT MANUAL INTERVENTION FOR THE FIRST TIME AFTER JULY 29, 2017

YOU MAY HAVE RIGHTS IN A QUEBEC CLASS ACTION LAWSUIT

What is This About?

On July 19, 2023, the Superior Court of Quebec (district of Montreal) authorized a class action (the “Action”) on behalf of all Quebec consumers who have purchased a Nintendo Switch controller. The Action alleges that these controllers are affected by a latent defect causing directional commands without manual intervention and seeks compensation from Nintendo of Canada Ltd. (“Nintendo”).

The Court has not made any decision on the merits of the claim in this Action. Nintendo denies any liability.

The parties have entered into a Settlement Agreement pertaining to the facts alleged in the Action and will be asking the Court to approve it. Its details are set out below.

Who is Concerned?

On July 19, 2023, the Superior Court of Quebec, in file number 500-06-001122-213, authorized the Plaintiffs to institute the Action on behalf of the following Class:

“All consumers who purchased in Québec, since July 29, 2017, a Nintendo Switch, Nintendo Switch Lite, a Joy-Con, or a Pro Controller for Nintendo Switch;

and

All consumers who purchased in Québec a Nintendo Switch, a Nintendo Switch Lite, a Joy-Con, or a Pro Controller for Nintendo Switch for which the following issue first appeared

after July 29, 2017: at least one controller or console registers directional inputs without any manual operation.”

What Does the Settlement Provide?

A settlement has been reached to resolve the Action against Nintendo, subject to approval of the Court, in exchange for a full release of all the Released Claims against Nintendo and a dismissal of the Action against it.

If approval, the settlement would entitle eligible class members to the following benefits:

- An extended warranty: All affected Nintendo Products are now covered for a total of 3 years from original purchase for issues involving unintended directional inputs. Members benefit from an extra 12 months (grace period) from the date of this notice to request free service or replacement for issues involving directional inputs without any manual operation.
- Compensation for previous service delays of over 7 days (in the form of a \$10 eShop credit for a service delay of 8 days up to 30 days, or a \$25 eShop credit for a service delay of 31 days or more).

This settlement is not an admission by Nintendo of liability, fault, or wrongdoing, and is rather a compromise of disputed claims.

When is the Settlement Approval Hearing?

A hearing to decide on approval of the settlement will be heard by the Superior Court of Quebec. The hearing is scheduled on [date] at the Montreal Courthouse, located at 1 Notre-Dame E., Montreal, QC, H2Y 1B6 or by Teams.

The Court will also be asked to approve class counsel fees.

Who Pays Class Counsel?

The Plaintiffs entered into contingency agreements with Class Counsel. To this end, the Plaintiffs are asking the Court to approve the aggregate payment of \$300,000 plus applicable taxes for fees and for reimbursement of disbursements incurred to prosecute the Action.

What Do I Need to Do If I Want to Be Included?

If you are a member of the Class, you do not need to do anything to be included in the settlement. As a member of the Class, you:

- (a) will be bound by the terms of the Settlement Agreement if approved by the Court;
- (b) will benefit from the Extended Warranty;

(c) if the service of your Nintendo Product was delayed, you may receive a Nintendo eShop credit (if it is the case, you will receive an email directly from Nintendo);

(d) will give up your rights to take your own personal action against Nintendo;

(e) will be able to object to the settlement or comment on it.

Members of the Class who did not opt out from the Action will be bound by the terms of the settlement and the distribution protocol if they are approved by the Court and will release Nintendo from the Released Claims.

What Do I Need to Do If I Don't Want to Be Bound?

If you are a member of the Class as defined above and you do not wish to be a member of the Class who is legally bound by the Action, you must exclude yourself by submitting a request to Court clerk by [date]. Go to <https://lambertavocats.ca/recours-collectif-nintendo/> to obtain information on how to opt out of the Action.

If you exclude yourself from the Action, you will:

(a) retain any rights you have to bring your own lawsuit or continue any lawsuit you have already brought at your own expense against Nintendo;

(b) not be able to make a claim for compensation available pursuant to the Settlement Agreement and will not be able to object to this Settlement Agreement or comment on it.

A member of the Class may seek authorization from the Court to intervene if the intervention is considered helpful to the Class. **A member of the Class other than the Plaintiffs or an intervenor will not be required to pay the legal costs arising from the Action or be required to appear in Court in relation to the Action.**

What if I Have Objections to The Settlement or Comments on it?

If you wish to comment on or object to the settlement, the distribution protocol or the fees being sought by Class Counsel, you must do so in writing, by [date]. Go to <https://lambertavocats.ca/recours-collectif-nintendo/> to obtain information on how to object to the Settlement Agreement.

Written objections received by the objection filing deadline will be provided to the Court. If the Court approves the Settlement Agreement, members of the Class who objected to it will nonetheless be bound by its terms unless they have opted-out of the Action as described in this Notice.

You may object to the settlement or comment on it without a lawyer. If you wish to be represented by a lawyer, you may hire one at your own expense.

Please also note that you cannot ask the Court to change the terms of the Settlement Agreement; the Court can only approve or reject the Settlement Agreement as it is written. If the Court refuses to approve the Settlement Agreement, no payment will be made and the Action will continue.

Where Can I Get More Information?

You may review the Settlement Agreement at <https://lambertavocats.ca/recours-collectif-nintendo/>. You may contact Class Counsel at:

Lambert Avocats

(514) 526-2378

litige@lambertavocats.ca

This Notice contains a summary of some of the terms of the authorization order and the Settlement Agreement in the Action. If there is a conflict between the provisions of this Notice and any of those documents, the terms of the documents shall govern.

SCHEDULE B

Pre-Approval Class Notice (French)

St-Laurent et al. c. Nintendo of Canada Ltd

Dossier de la Cour supérieure n° : 500-06-001122-213

SI VOUS AVEZ ACHETÉ UNE NINTENDO SWITCH, NINTENDO SWITCH LITE, UNE JOY-CON OU UNE PRO CONTROLLER POUR NINTENDO SWITCH PRO DEPUIS LE 29 JUILLET 2017

ET

SI VOUS AVEZ ACHETÉ UNE NINTENDO SWITCH, NINTENDO SWITCH LITE, UNE JOY-CON OU UNE PRO CONTROLLER POUR NINTENDO QUI A TRANSMIS DES COMMANDES DIRECTIONNELLES SANS INTERVENTION MANUELLE POUR LA PREMIÈRE FOIS APRÈS LE 29 JUILLET 2017

VOUS POURRIEZ AVOIR DES DROITS DANS LE CADRE D'UNE ACTION COLLECTIVE AU QUÉBEC

De quoi s'agit-il?

Le 19 juillet 2023, la Cour supérieure du Québec (district de Montréal) a autorisé une action collective (l'« Action ») au nom de tous les consommateurs québécois qui ont acheté une manette Nintendo Switch. L'Action allègue que ces manettes sont affectées d'un vice caché transmettant des commandes directionnelles sans intervention manuelle et réclame une indemnisation de Nintendo of Canada Ltd. (« Nintendo »).

La Cour n'a pas statué sur le bien-fondé de la demande dans le cadre de la présente Action. Nintendo nie toute responsabilité.

Les parties ont conclu une Entente de Règlement portant sur les faits allégués dans l'Action et demanderont à la Cour de l'approuver. Ses modalités sont exposées ci-après.

Qui est visé?

Le 19 juillet 2023, la Cour supérieure du Québec, dans le dossier n° 500-06-001122-213, a autorisé les Demandeurs à intenter l'Action au nom du Groupe suivant :

« Tous les consommateurs qui ont acheté au Québec, depuis le 29 juillet 2017, une Nintendo Switch, Nintendo Switch Lite, une Joy-Con ou une Pro Controller pour Nintendo Switch;

et

Tous les consommateurs qui ont acheté au Québec une Nintendo Switch, une Nintendo Switch Lite, une Joy-Con ou une Pro Controller pour Nintendo Switch dont le phénomène

suivant s'est manifesté pour la première fois après le 29 juillet 2017 : au moins une manette ou console transmet des commandes directionnelles sans intervention manuelle. »

Que prévoit l'Entente de Règlement?

Une Entente de Règlement a été conclue afin de mettre fin à l'Action intentée contre Nintendo, sous réserve de l'approbation de la Cour, en contrepartie d'une quittance complète à l'égard de toutes les Réclamations quittancées contre Nintendo et du rejet de l'Action contre celle-ci.

Si le Règlement est approuvé, les Membres du Groupe éligibles auront droit aux avantages suivants :

- Garantie prolongée : Tous les Produits Nintendo visés sont désormais couverts pour une période totale de 3 ans à compter de la date d'achat originale pour tout problème lié à la transmission de commandes directionnelles sans intervention manuelle. Les Membres bénéficient d'une période supplémentaire de 12 mois (délai de grâce) à compter de la date du présent Avis pour effectuer une demande de service ou de remplacement gratuite en raison de problèmes liés à la transmission de commandes directionnelles sans intervention manuelle.
- Indemnité pour les retards de service antérieurs de plus de 7 jours (sous forme d'un Crédit eShop de 10 \$ pour un retard de service de 8 jours à 30 jours, ou d'un Crédit eShop de 25 \$ pour un retard de service de 31 jours ou plus).

Ce Règlement n'est pas un aveu de responsabilité, de faute ou d'acte répréhensible de la part de Nintendo, mais plutôt un compromis visant à régler des réclamations contestées.

Quand aura lieu l'Audience d'approbation du Règlement?

Une Audience pour l'approbation du Règlement sera tenue par la Cour supérieure du Québec. L'audience est prévue le [date] au palais de justice de Montréal, situé au 1, rue Notre-Dame Est, Montréal (Québec) H2Y 1B6 ou par Teams.

La Cour sera également appelée à approuver les Honoraires des Avocats du Groupe.

Qui paie les Avocats du Groupe?

Les Demandeurs ont conclu des ententes conditionnelles avec les Avocats du Groupe. À cette fin, les Demandeurs demandent à la Cour d'approuver le paiement global de 300 000 \$ à titre d'honoraires plus les taxes applicables ainsi que pour le remboursement des débours engagés pour la poursuite de l'Action.

Que dois-je faire si je veux être inclus?

Si vous êtes Membre du Groupe, vous n'avez aucune démarche à entreprendre pour être inclus dans le Règlement. En tant que Membre du Groupe, vous :

- (a) serez lié par les modalités de l'Entente de Règlement si elle est approuvée par le Tribunal;

- (b) bénéficierez de la garantie prolongée;
- (c) si le service de votre Produit Nintendo a été retardé, vous pourriez recevoir un Crédit Nintendo eShop (le cas échéant, vous recevrez un courriel directement de Nintendo);
- (d) renoncerez à votre droit d'intenter votre propre action personnelle contre Nintendo;
- (e) pourrez vous opposer au Règlement ou présenter des observations à son égard.

Les Membres du Groupe qui ne se sont pas exclus de l'Action seront liés par les modalités du Règlement et du protocole de distribution s'ils sont approuvés par la Cour et ils donneront quittance à Nintendo à l'égard des Réclamations quittancées.

Que dois-je faire si je ne veux pas être lié par l'Entente?

Si vous êtes Membre du Groupe tel que défini ci-dessus et que vous ne souhaitez pas être Membre du Groupe légalement lié par l'Action, vous devez vous en exclure en soumettant une demande au greffier du Tribunal au plus tard le [date]. Rendez-vous au <https://lambertavocats.ca/recours-collectif-nintendo/> pour obtenir l'information nécessaire afin de vous exclure de l'Action.

Si vous vous excluez de l'Action, vous :

- (a) conserverez tout droit que vous pourriez avoir d'intenter votre propre action, ou de poursuivre à vos frais toute action déjà entreprise contre Nintendo;
- (b) ne pourrez pas présenter une réclamation pour obtenir une compensation en vertu de l'Entente de Règlement et ne pourrez pas non plus vous y opposer ni formuler de commentaires à son égard.

Un Membre du Groupe peut demander à la Cour l'autorisation d'intervenir si l'intervention est jugée utile au Groupe. **Un Membre du Groupe autre que les Demandeurs ou un intervenant ne sera pas tenu de payer les frais de justice découlant de l'Action ou de comparaître devant le Tribunal relativement à l'Action.**

Qu'arrive-t-il si j'ai des oppositions au Règlement ou des commentaires à son sujet?

Si vous souhaitez formuler des commentaires ou des oppositions à l'égard du Règlement, du protocole de distribution ou des honoraires demandés par les Avocats du Groupe, vous devez le faire par écrit, au plus tard le [date]. Rendez-vous au <https://lambertavocats.ca/recours-collectif-nintendo/> afin d'obtenir l'information nécessaire pour formuler une opposition à l'Entente de Règlement.

Les oppositions écrites reçues au plus tard à la date limite de dépôt des oppositions seront communiquées à la Cour. Si la Cour approuve l'Entente de Règlement, les Membres du Groupe qui s'y sont opposés seront néanmoins liés par ses modalités, à moins qu'ils ne se soient exclus de l'Action dans la façon décrite au présent Avis.

Vous pouvez vous opposer au Règlement ou formuler des commentaires à son sujet sans être représenté par un avocat. Si vous souhaitez être représenté par un avocat, vous pouvez en embaucher un à vos frais.

Veuillez également noter que vous ne pouvez pas demander à la Cour de modifier les modalités de l'Entente de Règlement; la Cour ne peut approuver ou rejeter l'Entente de Règlement que dans sa forme actuelle. Si la Cour refuse d'approuver l'Entente de Règlement, aucun paiement ne sera effectué et l'Action se poursuivra.

Où puis-je obtenir plus d'information?

Vous pouvez consulter l'Entente de Règlement au <https://lambertavocats.ca/recours-collectif-nintendo/>. Vous pouvez communiquer avec les Avocats du Groupe aux coordonnées suivantes :

Lambert Avocats

514-526-2378

litige@lambertavocats.ca

Le présent Avis contient un résumé de certaines des modalités du jugement d'autorisation et de l'Entente de Règlement dans l'Action. En cas d'incompatibilité entre les dispositions du présent Avis et celles de l'un ou l'autre de ces documents, les modalités des documents ont préséance.

SCHEDULE C

Post-Approval Class Notice (English)

St-Laurent et al. v. Nintendo of Canada Ltd

Superior Court file no: 500-06-001122-213

IF YOU PURCHASED A NINTENDO SWITCH, NINTENDO SWITCH LITE, JOY-CON OR NINTENDO SWITCH PRO CONTROLLERS SINCE JULY 29, 2017

AND

IF YOU PURCHASED A NINTENDO SWITCH, NINTENDO SWITCH LITE, JOY-CON OR NINTENDO SWITCH PRO CONTROLLERS WHICH TRANSMITTED DIRECTIONAL COMMANDS WITHOUT MANUAL INTERVENTION FOR THE FIRST TIME AFTER JULY 29, 2017

YOU MAY HAVE RIGHTS IN A QUEBEC CLASS ACTION LAWSUIT

What is This About?

On July 19, 2023, the Superior Court of Quebec (district of Montreal) authorized a class action (the “Action”) on behalf of all Quebec consumers who have purchased a Nintendo Switch controller. The Action alleges that these controllers are affected by a latent defect causing directional commands without manual intervention and seeks compensation from Nintendo of Canada Ltd. (“Nintendo”).

The Court has not made any decision on the merits of the claim in this Action. Nintendo denies any liability.

The parties have entered into a Settlement Agreement pertaining to the facts alleged in the Action. The Settlement Agreement was approved by the Court on [insert date].

Who is Concerned?

On July 19, 2023, the Superior Court of Quebec, in file number 500-06-001122-213, authorized the plaintiffs to institute the Action on behalf of the following Class:

“All consumers who purchased in Québec, since July 29, 2017, a Nintendo Switch, Nintendo Switch Lite, a Joy-Con, or a Pro Controller for Nintendo Switch;

and

All consumers who purchased in Québec a Nintendo Switch, a Nintendo Switch Lite, a Joy-Con, or a Pro Controller for Nintendo Switch for which the following issue first appeared

after July 29, 2017: at least one controller or console registers directional inputs without any manual operation.”

What Does the Settlement Provide?

The settlement, which was approved by the Court, entitles eligible class members to the following benefits:

- An extended service or replacement warranty applicable to all Nintendo Products covered by the Action that exhibit the registration of directional inputs without manual operation, for a total duration of three (3) years from the date of original purchase of the Nintendo Product.
- Class Members benefit from a grace period until [insert date; i.e., one year after the Pre-Approval Notice Date], during which they may obtain the service or replacement of an eligible Nintendo Product for issues involving directional inputs without any manual operation in accordance with the terms of the Extended Warranty. Such a Service Request can be made at the following website: [insert website].

Credit Eligible Members will receive a Credit via email. Nintendo will also provide the instructions to apply the Credit to a Nintendo account.

This settlement is not an admission by Nintendo of liability, fault, or wrongdoing, and is rather a compromise of disputed claims.

Where Can I Get More Information?

You may review the Settlement Agreement which can be consulted at <https://lambertavocats.ca/recours-collectif-nintendo/>. You may also contact Class Counsel at:

Lambert Avocats

(514) 526-2378

litige@lambertavocats.ca

This Notice contains a summary of some of the terms of the authorization order and the Settlement Agreement in the Action. If there is a conflict between the provisions of this Notice and any of those documents, the terms of the documents shall govern.

SCHEDULE D

Post-Approval Class Notice (French)

St-Laurent et al. c. Nintendo of Canada Ltd

Dossier de la Cour supérieure n° : 500-06-001122-213

SI VOUS AVEZ ACHETÉ UNE NINTENDO SWITCH, NINTENDO SWITCH LITE, UNE JOY-CON OU UNE PRO CONTROLLER POUR NINTENDO SWITCH PRO DEPUIS LE 29 JUILLET 2017

ET

SI VOUS AVEZ ACHETÉ UNE NINTENDO SWITCH, NINTENDO SWITCH LITE, UNE JOY-CON OU UNE PRO CONTROLLER POUR NINTENDO QUI A TRANSMIS DES COMMANDES DIRECTIONNELLES SANS INTERVENTION MANUELLE POUR LA PREMIÈRE FOIS APRÈS LE 29 JUILLET 2017

VOUS POURRIEZ AVOIR DES DROITS DANS LE CADRE D'UNE ACTION COLLECTIVE AU QUÉBEC

De quoi s'agit-il?

Le 19 juillet 2023, la Cour supérieure du Québec (district de Montréal) a autorisé une action collective (l'« Action ») au nom de tous les consommateurs québécois qui ont acheté une manette Nintendo Switch. L'Action allègue que ces manettes sont affectées d'un vice caché transmettant des commandes directionnelles sans intervention manuelle et réclame une indemnisation de Nintendo of Canada Ltd. (« Nintendo »).

La Cour n'a pas statué sur le bien-fondé de la demande dans le cadre de la présente Action. Nintendo nie toute responsabilité.

Les parties ont conclu une Entente de Règlement se rapportant aux faits allégués dans l'Action. L'Entente de Règlement a été approuvée par la Cour le [insérer la date].

Qui est visé?

Le 19 juillet 2023, la Cour supérieure du Québec, dans le dossier n° 500-06-001122-213, a autorisé les Demandeurs à intenter l'Action au nom du Groupe suivant:

« Tous les consommateurs qui ont acheté au Québec, depuis le 29 juillet 2017, une Nintendo Switch, Nintendo Switch Lite, une Joy-Con ou une Pro Controller pour Nintendo Switch;

et

Tous les consommateurs qui ont acheté au Québec une Nintendo Switch, une Nintendo Switch Lite, une Joy-Con ou une Pro Controller pour Nintendo Switch dont le phénomène suivant s'est

manifesté pour la première fois après le 29 juillet 2017 : au moins une manette ou console transmet des commandes directionnelles sans intervention manuelle. »

Que prévoit l'Entente de Règlement?

L'Entente de Règlement approuvé par la Cour accorde aux Membres du Groupe éligibles les avantages suivants :

- Une garantie de service ou de remplacement prolongée applicable à tous les Produits Nintendo visés par l'Action qui présentent un problème de transmission d'entrées directionnelles sans intervention manuelle, pour une durée totale de trois (3) ans à compter de la date d'achat initial du Produit Nintendo.
- Les Membres du Groupe bénéficient maintenant d'un délai de grâce jusqu'au [insérer la date; c.-à-d. un an après la Date de l'Avis de préapprobation], au cours duquel ils peuvent obtenir le service ou le remplacement d'un Produit Nintendo admissible pour des problèmes impliquant la transmission d'entrées directionnelles sans intervention manuelle conformément aux modalités de la Garantie Prolongée. Une telle demande de service peut être faite sur le site Web suivant : [insert website].

Les Membres éligibles à un Crédit recevront un Crédit par courriel. Nintendo fournira également les instructions pour appliquer le Crédit à un compte Nintendo.

Ce Règlement n'est pas un aveu de responsabilité, de faute ou d'acte répréhensible de la part de Nintendo, mais plutôt un compromis visant à régler des réclamations contestées.

Où puis-je obtenir plus d'information?

Vous pouvez consulter l'Entente de Règlement au <https://lambertavocats.ca/recours-collectif-nintendo/>. Vous pouvez communiquer avec les Avocats du Groupe aux coordonnées suivantes :

Lambert Avocats

514-526-2378

litige@lambertavocats.ca

Le présent Avis contient un résumé de certaines des modalités du jugement d'autorisation et de l'Entente de Règlement dans l'Action. En cas d'incompatibilité entre les dispositions du présent Avis et celles de l'un ou l'autre de ces documents, les modalités des documents ont préséance.

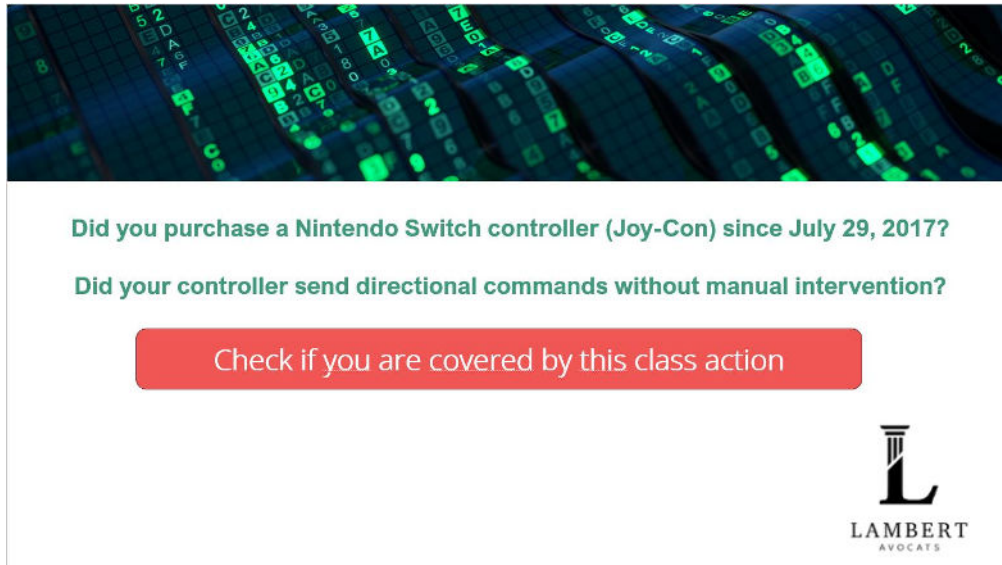
SCHEDULE E

Notice Program

The Pre-Approval Class Notices, in the forms provided at Schedule A (English) and Schedule B (French), and the Post-Approval Class Notices, in the forms provided at Schedule C (English) and Schedule D (French), shall be distributed in the following manner:

a) Online Publication by Concilia Inc.

1. An online publication shall be conducted by Concilia Inc. on Google for a period of thirty (30) days, with a total budget of \$5,000. The campaign will run in either English or French, as appropriate, and will target Québec residents aged eighteen (18) years and older.
2. The campaign shall include Google Display and Google Search ads, with the primary objective of maximizing reach through viewable impressions. Targeting will be based on contextual and interest-based criteria related to Nintendo consoles, gaming systems, Mario games, and video game content.
3. The form and content of the banner shall be substantially as follows:



and include a hyperlink directing to Class Counsel's dedicated webpage on its website (<https://lambertavocats.ca/recours-collectif-nintendo/>) where Class Members will be able to access the Agreement and copies of the Class Notices in English and in French.

4. Based on current vCPM benchmarks, the \$5,000 budget is expected to generate approximately three (3) to six (6) million viewable impressions.

b) Publication by Class Counsel

1. Class Counsel shall prominently post the Class Notices, in both English and French, on the dedicated webpage of its website (<https://lambertavocats.ca/recours-collectif-nintendo/>). The Class Notice shall remain available for consultation by the Class Members for a minimum period of 180 Days.
2. Class Counsel shall send the Class Notices, in both French and English, by e-mail to all persons who, as of the Approval Judgment, have subscribed to Class Counsel's mailing list.
3. Class Counsel shall submit the Class Notices, in both French and English, to the Superior Court of Québec's Registry of Class Actions, where it shall remain available for public consultation in accordance with the Court's standard practices.

SCHEDULE F

TERMS AND CONDITIONS OF NINTENDO'S LIMITED WARRANTY

Warranty and Service Information

Nintendo Switch 2, Nintendo Switch, Nintendo Switch Lite, Nintendo Switch - OLED Model, Nintendo Sound Clock: Alarmo, Game & Watch, NES Classic Edition, Super NES Classic Edition

You may need only simple instructions to correct a problem with your product. Try our website at support.nintendo.com or call our Consumer Assistance Hotline at 1-800-255-3700, rather than going to your retailer. Hours of operation are 6 a.m. to 7 p.m., Pacific Time, Monday - Sunday (times subject to change). If the problem cannot be solved with the troubleshooting information available online or over the telephone, you will be offered service options for your product. Please do not send any products to Nintendo without contacting us first.

Limited Warranty for Nintendo video game systems, video game cartridges, and video game accessories other than amiibo products, Game & Watch, Nintendo 3DS, New Nintendo 3DS, New Nintendo 3DS XL, New Nintendo 2DS XL, Nintendo 3DS XL, Nintendo 2DS, NES Classic Edition, Super NES Classic Edition, Wii U Deluxe and Wii U Basic

Unless otherwise specified, this Limited Warranty applies to Nintendo video game systems, video game cartridges, and video game accessories such as controllers, power adapters, and other gaming peripherals ("Nintendo products " or just "products") still within their original warranty period, other than amiibo products, Game & Watch, Nintendo 3DS, New Nintendo 3DS, New Nintendo 3DS XL, New Nintendo 2DS XL, Nintendo 3DS XL, Nintendo 2DS, NES Classic Edition, Super NES Classic Edition, Wii U Deluxe and Wii U Basic. Please see the drop-down below to read the warranty and service information for Game & Watch, Nintendo 3DS, New Nintendo 3DS, New Nintendo 3DS XL, New Nintendo 2DS XL, Nintendo 3DS XL, Nintendo 2DS, Wii U Deluxe and Wii U Basic.

LIMITED WARRANTY

Nintendo of America Inc. ("Nintendo") warrants to the original purchaser that the product shall be free from defects in material and workmanship for twelve (12) months from the date of purchase. If a defect covered by this warranty occurs during this warranty period, Nintendo will replace the defective product, free of charge. In some instances, it may be necessary for you to ship the complete product, FREIGHT PREPAID AND INSURED FOR LOSS OR DAMAGE, to Nintendo. Please do not send any products to Nintendo without contacting us first.

Nintendo reserves the right, at its sole discretion, to replace the product with refurbished parts or refurbished products. Refurbished parts or products must meet functional new product specifications and may be built with new housing, or may include minor cosmetic defects (e.g., scratches, dents). The original purchaser is entitled to this warranty only if the consumer can demonstrate, to Nintendo's satisfaction, that the product was purchased within the last 12 months. In the event a product is not delivered to the original purchaser at the time of purchase (for

example, a pre-order item), this warranty will begin from the date the original purchaser receives the product.

WARRANTY LIMITATIONS

THIS WARRANTY SHALL NOT APPLY TO DAMAGES TO THE PRODUCT CAUSED BY PARTS OR REPAIRS THAT ARE NOT AFFILIATED WITH OR AUTHORIZED BY NINTENDO (INCLUDING, BUT NOT LIMITED TO, ADAPTERS, SOFTWARE, AND POWER SUPPLIES).

IN ADDITION, THIS WARRANTY SHALL NOT APPLY IF THIS PRODUCT (a) IS USED FOR COMMERCIAL PURPOSES (INCLUDING RENTAL); (b) IS DAMAGED BY ANY UNAUTHORIZED MODIFICATIONS OR TAMPERING; (c) IS DAMAGED BY NEGLIGENCE, ACCIDENT, UNREASONABLE USE, OR BY OTHER CAUSES UNRELATED TO DEFECTIVE MATERIALS OR WORKMANSHIP (INCLUDING USE WITH GAME ENHANCEMENT AND COPIER DEVICES); (d) HAS HAD THE SERIAL NUMBER ALTERED, DEFACED OR REMOVED; OR (e) HAS BEEN INTENTIONALLY MODIFIED USING MALICIOUS CODE, MALWARE, VIRUS, BOTS, WORMS, TROJANS, BACKDOORS, EXPLOITS, CHEATS, HACKS, OR HIDDEN DIAGNOSTICS THAT MAY HARM THE PRODUCT OR OUR SYSTEMS.

ANY APPLICABLE IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY LIMITED IN DURATION TO THE WARRANTY PERIOD DESCRIBED ABOVE. IN NO EVENT SHALL NINTENDO BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES RESULTING FROM THE BREACH OF ANY IMPLIED OR EXPRESS WARRANTIES. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSION MAY NOT APPLY TO YOU.

This warranty gives you specific legal rights, and you may also have other rights which vary from state to state or province to province. Check your own state or provincial laws for more information.

To obtain information on how to receive warranty service please contact our Consumer Assistance Hotline at 1-800-255-3700 (details on hours and other procedures are discussed above).

This warranty is only valid in the United States and Canada. If this warranty is not available to you in the country where you are located, Nintendo may offer you other support options at an additional charge.

SERVICE AFTER EXPIRATION OF WARRANTY

Please try our website at support.nintendo.com or call the Consumer Assistance Hotline at 1-800-255-3700 for troubleshooting information and service request options and pricing.

Limited Warranty for Game & Watch, New Nintendo 3DS, New Nintendo 3DS XL, New Nintendo 2DS XL, Nintendo 3DS, Nintendo 3DS XL, Nintendo 2DS, Wii U Deluxe and Wii U Basic

LIMITED HARDWARE WARRANTY

Nintendo of America Inc. ("Nintendo") warrants to the original purchaser that the hardware product shall be free from defects in material and workmanship for twelve (12) months from the date of purchase. If a defect covered by this warranty occurs during this warranty period, Nintendo will repair or replace the defective hardware product or component, free of charge.* The original purchaser is entitled to this warranty only if the date of purchase is registered at point of sale or the consumer can demonstrate, to Nintendo's satisfaction, that the product was purchased within the last 12 months.

LIMITED GAME & ACCESSORY WARRANTY

Nintendo warrants to the original purchaser that the product (games and accessories) shall be free from defects in material and workmanship for a period of twelve (12) months from the date of purchase. If a defect covered by this warranty occurs during this twelve (12) month warranty period, Nintendo will repair or replace the defective product, free of charge.*

SERVICE AFTER EXPIRATION OF WARRANTY

Please try our website at support.nintendo.com or call the Consumer Assistance Hotline at 1-800-255-3700 for troubleshooting information and repair or replacement options and pricing.*

* In some instances, it may be necessary for you to ship the complete product, FREIGHT PREPAID AND INSURED FOR LOSS OR DAMAGE, to Nintendo. Please do not send any products to Nintendo without contacting us first.

WARRANTY LIMITATIONS

THIS WARRANTY SHALL NOT APPLY IF THIS PRODUCT HAS BEEN DAMAGED BY PRODUCTS NOT SOLD OR LICENSED BY NINTENDO (INCLUDING, BUT NOT LIMITED TO, ADAPTERS, SOFTWARE, AND POWER SUPPLIES).

IN ADDITION, THIS WARRANTY SHALL NOT APPLY IF THIS PRODUCT (a) IS USED FOR COMMERCIAL PURPOSES (INCLUDING RENTAL); (b) IS DAMAGED BY ANY UNAUTHORIZED MODIFICATIONS OR TAMPERING; (c) IS DAMAGED BY NEGLIGENCE, ACCIDENT, UNREASONABLE USE, OR BY OTHER CAUSES UNRELATED TO DEFECTIVE MATERIALS OR WORKMANSHIP (INCLUDING USE WITH GAME ENHANCEMENT AND COPIER DEVICES); (d) HAS HAD THE SERIAL NUMBER ALTERED, DEFACED OR REMOVED; OR (e) HAS BEEN INTENTIONALLY MODIFIED USING MALICIOUS CODE, MALWARE, VIRUS, BOTS, WORMS, TROJANS, BACKDOORS, EXPLOITS, CHEATS, HACKS, OR HIDDEN DIAGNOSTICS THAT MAY HARM THE PRODUCT OR OUR SYSTEMS.

ANY APPLICABLE IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY LIMITED

IN DURATION TO THE WARRANTY PERIODS DESCRIBED ABOVE (12 MONTHS OR 3 MONTHS, AS APPLICABLE). IN NO EVENT SHALL NINTENDO BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES RESULTING FROM THE BREACH OF ANY IMPLIED OR EXPRESS WARRANTIES. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS OR EXCLUSION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

This warranty gives you specific legal rights. You may also have other rights which vary from state to state or province to province.

Nintendo's address is: Nintendo of America Inc., P.O. Box 957, Redmond, WA 98073-0957 U.S.A.

This warranty is only valid in the United States and Canada.

SCHEDULE G

SERVICE FORM CHANGE

Note: The specific changes are highlighted in yellow in the below preview of the service form.

**Customer Support**English - United States & Canada [Log in / Sign up](#)

[My Support Dashboard](#) [Accounts & Purchases](#) [Nintendo Switch 2](#) [Nintendo Switch](#) [Nintendo Switch Online](#) [Apps & Other Products](#) [Service Center](#)

Search Nintendo Support

[Nintendo Service Center](#) > [Set up a service request](#)

Set up a service request

The below service request form is for Joy-Con 2 and Joy-Con only. It can include either Joy-Con 2 OR Joy-Con controllers, but not both. Your selection is limited based on the type of controller selected for Controller 1. If you require service for both Joy-Con 2 and Joy-Con controllers, please create a separate service request for each type. If you would like to set up a service request for a system or a different accessory, please [start a new service request](#).

Important: Please do not send your console (the part of the system with a display screen). It will be returned to you in the same condition it was received. If your console is also experiencing issues, learn about your [console service request options](#).

Canada Post shipping delays
The Canadian Union of Postal Workers (CUPW) began a national strike on Sep 25, 2025. Canada Post's operations have been halted for the duration of the strike. As a result, service requests shipped using Canada Post may experience delays.

Product Information

Which country do you live in? *

Canada

State/Province *

Quebec

Product Type *

Controller

Controller 1

Symptom *

Unable to attach or detach Joy-Con 2 / Joy-Con from the console

Joy-Con 2 / Joy-Con Stick feels loose

Joy-Con 2 / Joy-Con R or L Stick doesn't work or works incorrectly

Physical damage to Joy-Con 2 / Joy-Con

Joy-Con 2 / Joy-Con buttons don't work

Joy-Con 2 Mouse sensor isn't functioning

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Wireless regulatory info
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[Product Information](#)
[Edit](#)

Pricing

At this time, we're setting up your service request free of charge. If the problem with the product is not covered by Nintendo's limited warranty, we'll contact you to confirm your request and to arrange payment.

Replacement

Cost Estimate
C\$0.00

Replacement Details ([view details](#)):

- Product is replaced.
- Nintendo will attempt to transfer save data.
- Estimated turnaround time is 8 - 14 business days from the time you ship your product.

[Tax and shipping line removed]

[Continue](#)

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- Info for parents
- Parental controls

Privacy

- Privacy policy
- Cookies and interest-based ads

Community

- Community guidelines
- Online safety

Documents & policies

- Health & safety precautions
- Wireless regulatory info
- Supply chain transparency



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Service à la clientèle

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Centre de services

> Centre de réparation Nintendo
> Commencer une demande de service

Commencer une demande de service

Le formulaire de demande de service ci-dessous concerne uniquement les manettes Joy-Con 2 et Joy-Con. Il peut inclure soit des manettes Joy-Con 2, soit des manettes Joy-Con, mais pas les deux. Votre sélection est limitée en fonction du type de manette sélectionné pour la Manette 1. Si vous avez besoin d'un service pour des manettes Joy-Con 2 et Joy-Con, veuillez créer une demande de service distincte pour chaque type de manette. Si vous souhaitez obtenir de l'aide pour une console ou un accessoire différent, veuillez commencer une nouvelle demande de service.

Important : Merci de ne pas envoyer votre console (la partie de la console dotée d'un écran d'affichage). Elle vous sera renvoyée dans le même état que celui dans lequel vous nous l'avez envoyée. Si votre console présente également des problèmes, découvrez [les choix qui vous sont offerts en ce qui concerne la demande de service de la console](#).

Retard d'expédition de Postes Canada
Le Syndicat des travailleurs et travailleuses des postes (STTP) a déclenché le 25 septembre une grève nationale. Les opérations de Postes Canada ont été suspendues pour la durée de la grève. Par conséquent, les demandes de service expédiées en utilisant Postes Canada pourraient être retardées.

Informations sur le produit

Dans quel pays vivez-vous? *
État ou province *

Canada
Quebec

Type de produit *

Manette

Manette 1

Symptôme

Impossible d'attacher ou de détacher la manette Joy-Con 2 / Joy-Con de la console
Le levier sur la manette Joy-Con 2 / Joy-Con semble desserré
Joy-Con 2 / Joy-Con — Le levier D ou D ne fonctionne pas ou fonctionne incorrectement
Domages physiques sur la manette Joy-Con 2 / Joy-Con
Les boutons du Joy-Con 2 / Joy-Con ne fonctionnent pas
Le détecteur souris du Joy-Con 2 ne fonctionne pas

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Jeux
Matériel
Marchandise
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Exclusivités
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Documents et politiques
Précautions en matière de santé et de sécurité
Informations réglementaires de l'équipement sans fil

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Nous contacter Conditions d'utilisation Français

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Important : Merci de ne pas envoyer votre console (la partie de la console dotée d'un écran d'affichage). Elle vous sera renvoyée dans le même état que celui dans lequel vous nous l'avez envoyée. Si votre console présente également des problèmes, découvrez [les choix qui vous sont offerts en ce qui concerne la demande de service de la console](#).

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Informations sur le produit
Modifier

Prix

Pour cette fois, votre demande de service sera traitée sans frais. Si le problème avec le produit n'est pas couvert par la garantie limitée de Nintendo, nous vous contacterons pour confirmer votre demande et prévoir le paiement.

Remplacement

Coût estimé

C\$0.00

Détails du remplacement [\(voir détails\)](#):

- Produit remplacé.
- Nintendo essaiera de transférer les données de sauvegarde.
- Le temps de traitement est de 8 à 14 jours ouvrés à partir du jour où vous expédiez votre produit.

(La mention relative aux taxes et frais d'expédition a été supprimée)

Continuer

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SCHEDULE H

TERMS AND CONDITIONS OF NINTENDO'S CREDIT

- Balance only redeemable using a Nintendo Account on Nintendo eShop and other Nintendo shopping services to purchase games and other content.
- Valid only with Canadian Accounts.
- Use of this Credit requires Internet access and acceptance of the user agreement applicable to the Nintendo eShop where you redeem this Credit. Please review at support.nintendo.com before purchasing.
- Compatible accessories and games may be required to use certain downloaded content and are sold separately.
- When you enter the Credit's activation code on Nintendo eShop or other Nintendo shopping services, the Credit balance will be associated with your Account and will be non-transferable. There will be no remaining balance on the Credit.
- Credit balance may only be used on a single Account.
- There is a maximum unused Account balance that may be stored on a single Account, and the Credit may, as a result, be temporarily unredeemable.
- Credit balance does not expire, and there are no fees associated with the Credit.
- Credit balance cannot be redeemed for cash and is non-refundable.
- Credit balance will not be replaced by Nintendo or retailer if the credit's activation code is lost or stolen.

1382-6308-0987.15

No. : 500-06-001122-213

COUR SUPÉRIEURE
(Chambre des actions collectives)

PROVINCE DE QUÉBEC
DISTRICT DE MONTRÉAL

KELLY-ANN ST-LAURENT et al.
Demandeurs
c.
NINTENDO OF CANADA LTD.
Défenderesse

PIÈCE A-1

ORIGINAL



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M^e Loran-Antuan King (AK3943)