

MICROSOFT COMPLETE PLAN

FOR CONSUMERS IN TERRITORIES WHO HAVE THE BENEFIT OF CONSUMER PROTECTION LAWS OR REGULATIONS, THE BENEFITS CONFERRED BY THE ABOVE-MENTIONED PLAN ARE IN ADDITION TO ALL RIGHTS AND REMEDIES PROVIDED UNDER SUCH LAWS AND REGULATIONS. NOTHING IN THIS PLAN SHALL PREJUDICE CONSUMER RIGHTS GRANTED BY APPLICABLE MANDATORY LAWS, INCLUDING CONSUMER'S RIGHT TO THE REMEDIES UNDER STATUTORY WARRANTY LAW AND TO SEEK DAMAGES IN THE EVENT OF TOTAL OR PARTIAL NON-PERFORMANCE OR INADEQUATE PERFORMANCE BY MICROSOFT OF ANY OF ITS CONTRACTUAL OBLIGATIONS.

THIS IS TO CERTIFY THAT in consideration of the payment, **Microsoft** is hereby bound to **You** for the benefits set out herein, subject to the Terms, Definitions, Exclusions and Conditions specified in this Complete Plan ("Plan").

1. THE COVERAGE

Breakdown Protection

You have protection under this Plan for up to two (2) replacements and an unlimited number of repairs of **Your Product** in the event of **Breakdown**, subject to the **Limit of Liability** during the **Term** of **Your Plan**. Additionally, **You** are entitled to power surge protection and a no lemon guarantee. Power surge protection protects **Your covered Product** against damage or defects caused by a power surge up to a maximum of the replacement cost of the **Product** over the life of this Plan while **Your covered Product** is properly connected to a surge protector approved by the Underwriter's Laboratory for the appropriate capacity of the covered **Product**. No lemon guarantee protects **You** if the covered **Product** has three (3) **Breakdown** service repairs completed, which repairs are covered by this Plan and occur after the effective date of this Plan, and a fourth (4th) such **Breakdown** repair is required, as determined by **Us**, within any twelve (12) month period, the covered **Product** will be replaced. If any of such **Breakdown** repairs occur during the manufacturer's warranty term, **You** must provide proof of such repairs. The cost of the replacement **Product** will not exceed the original **Product** purchase price and may be less due to technological advances.

2. DEFINITIONS

The words or phrases described below shall have the following meaning wherever used in this Plan.

Breakdown

The actual breaking or burning out of any part of **Your Product** while being used within the manufacturer's guidelines and arising from internal electronic, electrical or mechanical defects in the **Product** causing sudden stoppage of the function thereof and necessitating immediate repair before it can resume normal operation.

Consequential Loss

A loss or cost incurred by **You** resulting from an insured incident but which itself is not specifically covered under this Plan, including a loss of earnings or profit or additional costs.

Limit of Liability

The maximum liability for any one (1) claim shall not exceed the original purchase price of **Your Product**. If **Your Product** has been approved for replacement and should **Your original Product** no longer be available, **Microsoft** will replace it with a new or refurbished model to the nearest functional equivalent of **Your original model**.

Microsoft/Microsoft's

Microsoft Corporation, ATTN: Surface Extended Service Plan Business, One Microsoft Way, Redmond, WA 98052-9953 which has been appointed to administer **Your Plan**.

Term

Cover under this Plan starts at the time of purchase and continues for the period as confirmed on **Your Plan Schedule**, subject to receipt of **Your** payment as evidenced by **Your Proof of Purchase**.

Product

The electronic device referenced in **Your Plan Schedule** issued by **Microsoft** as evidenced by the relevant **Proof of Purchase**.

Proof of Purchase

The original purchase receipt provided at the point of sale that details the **Product** purchased, or similar invoice receipt or proof of exchange under manufacturer's warranty documentation that provides proof that **You** own the **Product**.

Reasonable Precautions

All measures that would be reasonably expected of **You** to take to prevent or mitigate **Breakdown of Your Product**.

Territorial Limits

New Zealand in which **You** must be a permanent resident.

You/Your

The person, who has purchased this Plan as described in the Plan Schedule.

3. SPECIFIC BREAKDOWN EXCLUSIONS

1. **Breakdown** of any additional equipment or accessories for **Your Product** e.g. detachable keyboards.
2. Damage to or malfunction of **Your Product** caused by or attributed to the operation of a software virus or any other software based malfunction.
3. Any **Breakdown**:
 - a. That occurs during the manufacturer's warranty period;
 - b. Caused by placing or using **Your Product** in a location or environment that is not in accordance with the manufacturer's instructions.
4. Any claim arising from abuse, misuse or neglect.
5. Wear and tear or gradual deterioration of **Product** performance.
6. Cosmetic damage however caused to **Your Product** including marring, scratching and denting unless such cosmetic damage results in a loss of functionality.
7. Faulty or defective design, materials or workmanship where the manufacturer has recognised the fault.
8. Routine maintenance, adjustment, modification or servicing.
9. Where the **Product** is subject to a recall by the manufacturer.
10. Any cost arising as a result of the failure of any item that is intended to be a consumable item.

4. GENERAL EXCLUSIONS

1. Where **Proof of Purchase** has not been provided except where **Microsoft** agrees to transfer the benefit of the Plan to Replacement Equipment in accordance with GENERAL CONDITIONS 5
2. Any costs incurred in connection with the installation, removal or subsequent relocation of **Your Product** including electrical or mechanical **Breakdown**.
3. Not complying with the Claims Procedure in CLAIMS PROCEDURE 7 of this Plan.
4. Any legal liability directly or indirectly caused by or contributed to or arising from:
 - a. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
 - b. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
5. Any loss or damage or liability directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.
6. Any damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
7. Any **Consequential Loss** whatsoever.
8. The VAT element of any claim if **You** are registered for VAT.
9. Any claim arising from outside the **Territorial Limits**.

5. GENERAL CONDITIONS

Replacement Equipment

Should **Your Product** be replaced with a new **Product** by **Microsoft**, **Microsoft** will reasonably consider transferring the benefit of this Plan but **You** must advise **Microsoft** of the make and model of **Your** new **Product**. An official record showing details of **Your** new **Product** must support this. The benefit will be transferred from the date confirmed by **Microsoft**. Should a transfer of this Plan to **Your** new **Product** not be agreed, then this Plan will be cancelled in accordance with CANCELLATION 6 below and no cover will apply in respect of **Your** new **Product**.

Reasonable Precautions

You must take all **Reasonable Precautions** at all times.

Law

The Parties to this Plan are free to choose the law applicable to this Plan. Unless specifically agreed to the contrary this Plan shall be subject to the laws of New Zealand.

6. CANCELLATION

a. Your Cancellation Rights

You have the right to cancel this Plan within a period which begins fourteen (14) days from the commencement of cover or the receipt of policy documentation, whichever is the later (this period is referred to as the "cooling off period").

You should exercise this right by providing **Microsoft** with written notice at the address in Section 2 or notice to one of Microsoft's telephone representatives at the telephone number found at www.surface.com/support or via email: msespbus@microsoft.com.

If **You** exercise **Your** right to cancel during the "cooling off period", **You** will be entitled to a full return of premium. The amount of payment to be refunded under this condition will be reduced by the value of any claim paid by **Microsoft**. If the "cooling off period" has expired, **You** may cancel this Plan during the **Term** by giving fourteen (14) days notice in writing to **Microsoft** at the address contained in this Plan. Provided no claim has been made or incident has arisen which is likely to give rise to a claim during the current **Term**, **You** will be entitled to a proportionate return of the Payment paid.

b. Our Cancellation Rights

Microsoft may cancel this Plan by giving **You** fourteen (14) days notice in writing sent to **Your** last known address. **You** will be entitled to a proportionate return of the payment in respect of the unexpired **Term**. The amount of Payment to be refunded under this condition will be reduced the value of any claim paid by **Microsoft**.

7. CLAIMS PROCEDURE

Please comply with the following procedures to obtain authorisation and service as soon as reasonably possible and in any event within forty-eight (48) hours of the claim incident occurring. Failure to observe these procedures may invalidate **Your** claim.

When **You** make a claim **Microsoft** will ask **You** questions about **Your** claim and the nature of the **Breakdown**. **You** must answer these questions truthfully and to the best of your ability and take reasonable care not to make any misrepresentation as failing to provide accurate information may invalidate **Your** Plan.

Fraud

If **You** make any fraudulent claim or if **You** use any fraudulent means or devices under this Plan, **You** will forfeit all benefits under this Plan and **Your** cover will immediately end. **Microsoft**, may inform the police and/or any other law enforcement agency about the circumstances of such a claim. **Microsoft** reserves the right to instruct an investigation into **Your** claim and reserves the right to recover from **You** the cost of any investigation into a fraudulent claim under this Plan.

You must keep all parts of **Your Product** and return it for inspection in accordance with **Microsoft's** instructions. The **Product** remains **Your** responsibility until it has been received by **Microsoft**.

Microsoft will assess **Your** claim, and providing **Your** claim is valid, will authorise the repair or replacement of **Your Product** as appropriate and instruct **You** on what to do next.

- a. Before requesting **Product** Service or Technical Support, please use the troubleshooting tips at www.surface.com/support.
- b. If the troubleshooting tips do not resolve **Your** problem, then follow the online process to request **Product** Service or Technical Support at www.surface.com/support.
- c. Back up **Your** Hard Drive and Delete Confidential Information. Before agreeing for **Your Product** to be collected by **Microsoft**, be sure to:
 - i. BACK UP **YOUR HARD DISK DRIVE** AND KEEP A COPY OF ANY DATA (INCLUDING PHOTOGRAPHS, DOCUMENTS, VIDEO, MUSIC, ETC.) OR PROGRAMS **YOU** WANT TO SAVE. **MICROSOFT** AND RETAILERS ARE NOT RESPONSIBLE FOR **YOUR DATA** OR PROGRAMS AND MAY ERASE THEM.
 - ii. DELETE ANYTHING **YOU** CONSIDER CONFIDENTIAL. **MICROSOFT** AND RETAILERS ARE NOT RESPONSIBLE FOR **YOUR PRIVACY** IF **YOU** LEAVE CONFIDENTIAL INFORMATION ON **YOUR DEVICE**.For more information, please see: www.surface.com/support.
- d. All service under this Plan is subject to **Microsoft's** prior approval.
- e. Be sure to keep a copy of **Your Proof of Purchase** for **Your Product**. **Proof of Purchase** may be required if there is any question as to **Your Product's** eligibility for coverage under this Plan.
- f. Do not include any accessories, games or other property when **You** send **Your Product** to **Microsoft** for service, as **Microsoft** will not be responsible for this property.
 - i. IMPORTANT: DO NOT OPEN THE **PRODUCT**. OPENING THE **PRODUCT** MAY CAUSE DAMAGE THAT IS NOT COVERED BY THIS INSURANCE, AND MAY MAKE **YOUR PRODUCT** INELIGIBLE FOR SERVICE, EVEN FOR A FEE. ONLY **MICROSOFT** OR AN AUTHORISED SERVICE PROVIDER MAY PERFORM SERVICE ON THE **PRODUCT**.

Microsoft's Responsibility

- a. After **You** return **Your Product**, **Microsoft** will inspect it.
- b. If **Microsoft** determines that **Your Product** malfunctioned as described in THE COVERAGE 1, then **Microsoft** will (at **Microsoft's** sole option) repair or replace it. **Microsoft** will do this without charge to **You** for the costs of parts and labour. Repair may use new or refurbished parts. When **Microsoft** replaces **Your Product**, **Your** original **Product** becomes **Microsoft's** property and the replacement **Product** is **Your** property, with coverage for that **Product** continuing for the remaining **Term**.
- c. If **Your Product** malfunctions after the **Term** expires, there is no coverage of any kind under this Plan. After the **Term** expires, **You** may be charged a fee for **Microsoft's** services to diagnose and repair any problems with **Your Product**.

Your Responsibilities.

To receive service or support under this Plan, **You** agree to comply with the following:

- a. Provide **Microsoft** with the serial number of **Your Product**.
- b. Provide information to **Microsoft** about the symptoms and causes of the problems with **Your Product**.
- c. Respond to requests for information, including but not limited to **Your Product's** serial number, model, any accessories connected or installed on **Your Product**, any error messages displayed, actions taken before **Your Product** experienced the issue and steps taken to resolve the issue.
- d. **You** will update the **Product** Software to currently published releases prior to seeking service.
- e. Follow the instructions **Microsoft** gives **You**, including but not limited to refraining from sending **Microsoft** products and accessories that are not subject to repair or replacement and packing **Your Product** in accordance with shipping instructions.

8. DATA PROTECTION & PRIVACY STATEMENTS

Data Transfer Consent

By purchasing this Plan with **Microsoft**, **You** have consented to the use of **Your** data as described below.

Data Protection Policy

Microsoft is committed to protecting **Your** privacy including sensitive personal information; please read this section carefully as acceptance of this Plan will be regarded as **Your** acknowledgement that **You** have read and accepted these Terms and Conditions.

How we use and protect your information and who we share it with

Microsoft will use **Your** information to manage **Your** Plan, including underwriting and claims handling. This may include disclosing it to other insurers, administrators, third party underwriters and reinsurers. **Microsoft** do not disclose **Your** information to anyone outside the Group except:

- Where **You** have given **Your** permission
- Where **Microsoft** are required or permitted to do so by law
- To credit reference and fraud prevention agencies
- Other companies that provide a service to the **Microsoft** or **You**
- Where **Microsoft** transfer rights and obligations under this Plan.

Microsoft may transfer **Your** information to other countries and jurisdictions on the basis that anyone to whom they pass it provides an adequate level of protection. However, such information may be accessed by law enforcement agencies and other authorities to prevent and detect crime and comply with legal obligations.

Your Rights

Under the Privacy Act of 1993 **You** have certain rights regarding access to **Your** information. **You** have the right to see a copy of the personal information **Microsoft** hold about **You**. If **You** believe that any of the information **Microsoft** is holding is incorrect or incomplete, please let us know as soon as possible. To provide a copy of the information **You** may be asked to pay a small fee.

Marketing

Microsoft will not use **Your** data for marketing purposes. All information provided is used to manage **Your** Plan only.

You have expressly granted **Your** permission for information relating to **You** and **Your Product** to be held and processed by related companies in the United States of America.

9. COMPLAINTS PROCEDURE

It is always the intention to provide **You** with a first class service. However, if **You** are not happy with the service please contact **Microsoft** at the address in Section 2 or notice to one of **Microsoft's** telephone representatives at the telephone number found at www.surface.com/support or via email: msepbus@microsoft.com.

Microsoft will reply within five (5) working days from when it receives **Your** complaint. If it is not possible to give **You** a full reply within this time (for example because a detailed investigation is required) **Microsoft** will give **You** an interim response telling **You** what is being done to deal with **Your** complaint, when **You** can expect a full reply and from whom. In most cases **Your** complaint will be resolved within four weeks.