



EXTENDED SERVICE PLAN FOR KINECT FOR XBOX 360

United Kingdom Only

Original Buyer: _____ Product Serial #: _____
Original retailer: _____ Plan #: _____
Effective Date: _____
(Effective Date must be the date when the Product's warranty expires.) Price: [£ / €] _____
Expiration Date: _____

Terms and Conditions

Your Extended Service Plan for Kinect for Xbox 360 (herein referred to as the “Plan”) is governed by these Terms and Conditions and constitutes your contract with Microsoft as described in Section 9 below.

As used in this Plan, “Microsoft” means Microsoft Ireland Operations Limited, Blackthorn Road, Sandyford Industrial Estate; Dublin 18, Ireland. “You” means the original buyer of this Plan.

SECTION 1. Coverage

(a) Product Covered. The “Product” covered under this Plan means Your Kinect for Xbox Sensor (the Microsoft product You purchased from an authorized retailer, listed above). This Plan does not cover any Product accessories or other hardware or software unless they are expressly included in this definition of “Product.” For third party products, please refer to the relevant manufacturers’ warranties for their applicable terms and conditions.

(b) Scope. Subject to these terms and conditions, your Plan: (i) covers Your Product’s failure or malfunction during the Coverage Period under ordinary consumer use in normal home conditions according to the instruction manual packaged with the Product; and (ii) provides you with access to telephone technical support and web-based support resources for the Product. Microsoft may restrict service provided under this Plan to the Product’s original country of purchase.

(c) Term. Under this Plan, the coverage period for Your Product begins on the Effective Date and ends on the date which is one day before the first anniversary of the Effective Date (the “Coverage Period”).

(d) Other. Microsoft has absolute discretion as to whether any service or support is provided under this Plan. Your rights to service or support under this Plan are limited to the right to require Microsoft to consider properly any request for service or support made pursuant to this Plan. Microsoft’s obligations in respect of the provision of service or support under this Plan shall always be subject to the exercise by Microsoft of its discretion to provide such service or support.

SECTION 2. How to Get Service.

(a) Before starting the service process, please use the troubleshooting tips at <http://www.xbox.com/support>.

(b) If the troubleshooting tips don’t resolve Your problem, then follow the online instructions for requesting repair service at <http://support.xbox.com/support>. If You do not have internet access, You can call 0800 587 1102 for the United Kingdom.

(c) All service (including repairs) under this Plan is subject to Microsoft’s prior approval.

- (d) 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 Plan coverage.
- (e) Do not include any accessories or other personal property when You send a Product to Microsoft for service.

SECTION 3. Microsoft's Responsibility

- (a) After You return Your Product to Microsoft, we will inspect it.
- (b) If Microsoft determines that Your Product failed or malfunctioned as described in Section 1(b)(i), then Microsoft will (at Our sole discretion) repair or replace it. Microsoft will do this without charge to You for the costs of parts and labor resulting from that malfunction. Repair may use new or refurbished parts. Replacement may be with a refurbished unit or a functionally equivalent Product.
- (c) Microsoft or its authorized service provider may provide services under this Plan (at Our sole discretion).
- (d) If Your Product fails or malfunctions after the Coverage Period expires, there is no coverage of any kind under this Plan. After the Coverage Period expires, You may be charged a fee for our efforts to diagnose and repair any problems with Your Product.

SECTION 4. Your Responsibilities

To receive service or support under the Plan, you agree to comply with the following:

- (a) Provide Microsoft the serial number of Your Product;
- (b) Provide information to Microsoft about the symptoms and causes of the problems with the Product;
- (c) Respond to requests for information, including but not limited to the Product serial number, model and any accessories connected to 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) Follow instructions Microsoft gives you, including but not limited to (i) refraining from sending Microsoft any products, accessories or other personal items that are not subject to this Plan; and (ii) packing the Product in accordance with shipping instructions.

SECTION 5. Exclusions and Limitations

- (a) **General Exclusions.** Microsoft is not responsible and this Plan does not cover the following:

If Your Product (Section 1(a)) is:

- (i) used with products not sold or licensed by Us (including "pirated" games and accessories not manufactured or licensed by Us);
- (ii) used for commercial purposes (including rental, pay-per-play, etc.);
- (iii) opened, modified, or tampered with (including any attempt to defeat any Kinect for Xbox technical limitation or other security or anti-piracy mechanism), or its serial number is altered or removed;
- (iv) damaged by any external cause (including, for example, by being dropped, used with inadequate ventilation, etc., or failure to follow instructions in the instruction manual for the Product);
- (v) repaired by anyone other than Microsoft or its authorized service provider;
- (vi) not purchased from an authorized retailer (the Product was sold to You as used, refurbished, or reconditioned); or
- (vii) damaged by fire, water, windstorm, hail, lightning, earthquake, or other Acts of God, or power surge, misuse, abuse, negligence, accident, normal wear and tear due to normal aging of the Product, mishandling, misapplication, theft, riot, any internal damage as a result of intrusion of any liquid into the device, or other causes unrelated to defective materials or workmanship or any other external perils whatsoever.

- (b) **Limitations.**

- (i) Microsoft is not responsible for, and this Plan does not cover the following:

- Installation, removal or disposal of the Product;
- Products that have been lost or stolen. This Plan only covers Your Product if it is returned to Microsoft in its entirety;
- The provision of replacement equipment during the period when the Product is being serviced;
- Any cosmetic damage (including scratches and cracks); and
- Protective coatings designed to diminish over time unless failure has occurred due to a defect in materials or workmanship.

(ii) If Microsoft repairs or replaces Your Product, You will still receive coverage under the remaining Coverage Period.

(iii) If You exchange Your original Product, You must provide Microsoft with written notice (including the serial number of the original Product and the new Product) to continue coverage under this Plan for the new Product. The Effective Date first written above is not changed by the fact that You obtain such a new Product in exchange.

(iv) If You return Your Product to Microsoft and we determine that coverage is excluded under Section 5(a), this Plan will end and You will get a refund of the unearned portion of the full purchase price that You paid for this Plan.

(v) If You attempt to defeat or circumvent any Kinect for Xbox technical limitation, security, or anti-piracy system, You may cause the Product to stop working permanently. You will also void this Plan, and make Your Product ineligible for authorized service under this Plan, even for a fee.

SECTION 6. LIMITATION OF LIABILITY

(a) EXCLUSION OF CERTAIN DAMAGES. MICROSOFT IS NOT RESPONSIBLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES; ANY LOSS OF DATA, PRIVACY, CONFIDENTIALITY, OR PROFITS; OR ANY INABILITY TO USE YOUR PRODUCT. THESE EXCLUSIONS APPLY EVEN IF MICROSOFT HAS BEEN ADVISED OF THE POSSIBILITY OF THESE DAMAGES, AND EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

(b) Exceptions. Some countries do not allow the exclusion or limitation of the damages or remedies mentioned in Section 6(a), so the above limitations or exclusions may not apply to You.

SECTION 7. Cancellation

(a) By You. You may cancel this Plan at any time for any reason. To do that, You must provide Us with written notice at the address in Section 9(c) or notice to one of Our telephone representatives on the following telephone number and 0800 587 1102. If you cancel this Plan within 45 days of purchase, paragraph (i) below will apply. If you cancel this Plan after 45 days of purchase, paragraph (ii) below will apply:

(i) Cancellation of this Plan within 45 days

If You cancel this Plan within 45 days, beginning with the day on which You purchased the Plan, and no service has been performed, You will get a full refund of the purchase price that You paid for this Plan.

(ii) Cancellation of this Plan after 45 days

If You cancel this Plan after 45 days, beginning with the day on which You purchased the Plan, regardless of whether a valid claim has been made under the Plan You will get a pro rata refund of the purchase price that You paid for this Plan, calculated by reference to the remaining period of full unexpired months of cover provided by the Plan.

(b) By Us. Microsoft may cancel this Plan for fraud, nonpayment, or material misrepresentation. Microsoft may also cancel it if a regulatory authority requires Us to do so. To cancel this Plan, Microsoft must mail a written notice to You at Your last known address at least 30 days before cancellation. Our notice must state the effective cancellation date and the reason for cancellation. If

Microsoft cancels this Plan, You will get a pro rata refund of the unearned portion of the purchase price that You paid for this Plan.

SECTION 8. Transfer and Renewal

(a) No Transfer. You may **not** transfer this Plan to a new owner of the Product.

(b) Renewal. Microsoft is not required to renew Your Plan beyond the original Coverage Period. If Microsoft chooses to offer You a renewal, Microsoft will decide (in our sole discretion) the offer's terms and price. That offer will reflect the Product's age, current costs associated with servicing it, and Product repair experience. However, Microsoft will not offer to renew the Plan if it would provide coverage for a Product more than three (3) years after the original warranty covering Your Product has expired.

SECTION 9. General

(a) Contract. By buying this Plan, You acknowledge that it is a legal contract between Microsoft and You, and that You have had the opportunity to read it before purchasing the Plan. This Plan is the entire agreement between Microsoft and You. It may not be modified except by a written agreement that Microsoft signs. Neither party to this Plan can waive its rights under this Plan unless the waiver is in writing and signed by the waiving party. This Plan is not an insurance policy.

(b) Notices to Us. Any notices to Microsoft under this Plan may not be given electronically, and are deemed given on the date received at the mailing address for the United Kingdom, below:

Microsoft UK
ATTN: Xbox Extended Service Plan Business
Thames Valley Park
Reading
Berkshire
RG6 1WG
United Kingdom

(c) This warranty is governed by and is to be construed in accordance with the laws applicable in the country where you purchased Your Product. The laws of the country where You live govern all other claims (including consumer protection, unfair competition, implied warranty, and tort claims).

(d) This Plan, and any service required under this Plan, is offered to You and valid only while You are residing in the United Kingdom.