

Agra Warranty and Licence

June 2010

Language: English

Territory: United Kingdom, Ireland, South Africa

MANUFACTURER'S WARRANTY

This Manufacturer's Warranty ("Warranty") is granted to You by Microsoft Ireland Operations Limited, Blackthorn Road, Sandyford Industrial Estate; Dublin 18, Ireland ("Microsoft").

BY USING YOUR KINECT SENSOR YOU AGREE TO THIS WARRANTY. BEFORE SETTING IT UP, PLEASE READ THIS WARRANTY CAREFULLY. IF YOU DO NOT ACCEPT THIS WARRANTY, DO NOT USE YOUR KINECT SENSOR. RETURN IT UNUSED TO YOUR RETAILER OR MICROSOFT FOR A REFUND. Contact Microsoft at <http://www.xbox.com/>.

This Warranty is distinct from any statutory product guarantees owed by retailers and/or manufacturers under any national law applicable to You. It is intended to grant You specific, and as the case may be, additional rights, within the limits of what is permissible under such law, and not to restrict your rights under applicable statutory product guarantee provisions. It can not be transferred to any third party.

1. Definitions

When used in this Warranty, the following terms will be deemed to mean:

- (a) "Kinect Sensor" means a new Kinect Sensor purchased from an authorized retailer.
- (b) "Normal Use Conditions" means ordinary consumer use under normal home conditions according to the instruction manual for the Kinect Sensor.
- (c) "Warranty Period" means 1 year from the date You purchased Your Kinect Sensor, subject to article 2 below.
- (d) "You" means the original end-user.

2. Duration

Without prejudice to any statutory warranty to which You may be entitled under any local law applicable to You, and unless any such law provides for a longer term, Microsoft offers this Warranty, for a term of one (1) year from the purchase date of such Kinect Sensor from an authorized retailer.

3. Territory

This Warranty will be valid in the following countries only (including their overseas territories): United Kingdom, Ireland, Switzerland, Italy, Austria, Belgium, France, Germany, Spain, Portugal, Norway, Sweden, Denmark, Finland, Netherlands, Luxemburg, Greece, Czech Republic, Slovakia, Poland, Hungary, Cyprus, South Africa and Russia.

You acknowledge that specific export laws and regulations may apply to You depending on your country of residence and You agree to comply with all such laws and regulations if You export Your Kinect Sensor.

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4. Warranty

(a) During the Warranty Period, Microsoft warrants, only to You, that the Kinect Sensor will not malfunction under Normal Use Conditions.

(b) Except for any statutory warranty which Microsoft may owe You under any local law applicable to You, this Warranty is the only guarantee, warranty or condition granted to You by Microsoft with respect to Your Kinect Sensor and any product manual(s) that may come with it. No one else may give any guarantee, warranty or condition on Microsoft's behalf.

(c) IF YOUR LOCAL AND APPLICABLE LAW GIVES YOU ANY IMPLIED WARRANTY, INCLUDING AN IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ITS DURATION IS LIMITED TO THE WARRANTY PERIOD, UNLESS OTHERWISE PROVIDED BY SUCH LOCAL LAW.

5. Process to obtain the Warranty Service

(a) Before starting the warranty process, please use the trouble-shooting tips at <http://www.xbox.com/support>.

(b) If the troubleshooting tips don't resolve Your problem, then follow the online process at <http://www.xbox.com/support>. If You don't have access to the Internet, You can call 0800 587 1102 for the United Kingdom, 1 800 509 186 for Ireland, or 800991550 for South Africa.

6. Microsoft's responsibility

- (a) After You return Your Kinect Sensor Microsoft will inspect it.
- (b) If Microsoft determines that the Kinect Sensor malfunctioned during the Warranty Period under Normal Use Conditions, Microsoft will (at its option) repair or replace it, or refund the purchase price to You, unless a mandatory provision of any local law applicable to You provides otherwise. Repair may use new or refurbished parts. Replacement may be with a new or refurbished unit.
- (c) After repair or replacement, Your Kinect Sensor will be covered by this Warranty for the longer of either the remainder of Your original Warranty Period, or 95 days after Microsoft ships it to You.
- (d) UNLESS OTHERWISE PROVIDED UNDER ANY LOCAL LAW APPLICABLE TO YOU, MICROSOFT'S RESPONSIBILITY TO REPAIR OR REPLACE YOUR KINECT SENSOR, OR TO REFUND THE PURCHASE PRICE, IS YOUR EXCLUSIVE REMEDY.
- (e) If Your Kinect Sensor malfunctions after the Warranty Period expires, there is no warranty of any kind. After the Warranty Period expires, Microsoft may charge You a fee for its efforts to diagnose and service any problems with Your Kinect Sensor, whether such efforts are successful or not.

7. Conditions and Warranty Exclusions

Microsoft is not responsible and this Warranty does not apply, even for a fee, if Your Kinect Sensor is:

- (a) damaged by use with any product other than an Xbox 360 console (including, for example, personal computers, other video game consoles, etc.);
- (b) used for commercial purposes (including, for example, rental, pay-per-play, etc.);

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- (c) opened, modified, or tampered with (including, for example, any attempt to defeat any technical limitation, security, or anti-piracy mechanism, etc.), or its serial number is altered or removed;
- (d) 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 Kinect Sensor); or
- (e) repaired by anyone other than Microsoft.

8. Exclusion of certain damages

UNLESS OTHERWISE PROVIDED UNDER ANY LOCAL LAW APPLICABLE TO YOU, 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 KINECT SENSOR. 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.

9. Additional terms

If You attempt to defeat or circumvent any Kinect Sensor technical limitation, security, or anti-piracy system, Your Kinect Sensor may stop working permanently. You will also void Your Warranty, and make Your Kinect Sensor ineligible for authorized repair, even for a fee.

10. Choice of Law

This Warranty will be subject to and construed in accordance with the law of Your country of residence, regardless of conflict of laws principles

SOFTWARE LICENSE

BY USING YOUR KINECT SENSOR YOU AGREE TO THIS SOFTWARE LICENSE. BEFORE SETTING IT UP, PLEASE READ THIS SOFTWARE LICENSE CAREFULLY. IF YOU DO NOT ACCEPT THIS SOFTWARE LICENSE, DO NOT USE YOUR KINECT SENSOR. RETURN IT TO UNUSED TO YOUR RETAILER OR MICROSOFT FOR A REFUND. Contact Microsoft at <http://www.xbox.com/>

1. Definitions

When used in this License, the following terms will be deemed to mean:

- (a) "Xbox 360" means an Xbox 360 console.
- (b) "Xbox 360 S" means an Xbox 360 S console.

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- (c) "Authorized Accessory" means a Microsoft branded Xbox 360 or Xbox 360 S hardware accessory, and a Microsoft licensed, third party branded, Xbox 360 or Xbox 360 S hardware accessory whose packaging bears the official "Licensed for Xbox" logo. The Kinect Sensor is an Authorized Accessory solely for purpose of this software license.
- (d) "Authorized Games" means Xbox 360 or Xbox 360 S games on game discs published or licensed by Microsoft, and game content downloaded from Microsoft's Xbox LIVE service or xbox.com Web site (for example, avatars, downloadable games, game add-ons, etc.).
- (e) "Software" means the software pre-installed in the Kinect Sensor, including any updates Microsoft may make available from time to time.
- (f) "Unauthorized Accessories" means all hardware accessories other than an Authorized Accessory, except that USB memory sticks, digital cameras used to make photographs or movies, and music players used to play music or display photographs or videos are not Unauthorized Accessories.
- (g) "Unauthorized Games" means all game discs, game downloads, and game content or media other than Authorized Games.
- (h) "Unauthorized Software" means any software not distributed by Microsoft through Xbox 360 or Xbox 360 S game discs published or licensed by Microsoft, Microsoft's Xbox LIVE service, or Xbox.com Web site.
- (i) "You" means the user of a Kinect Sensor.

2. License

This License gives You specific contractual rights unless otherwise stated under any national law applicable to You.

- (a) The Software is licensed to You, not sold, for the Territory only. You are licensed to use the Software only as pre-installed in Your Kinect Sensor, and updated by Microsoft from time to time. You may not copy or reverse engineer the Software.
- (b) As conditions to this Software license, You agree that:
 - (i) **You will use Your Kinect Sensor with Xbox 360 or Xbox 360 S only and not with any other device (including, for example, personal computers, other video game consoles, etc.). You will use only Authorized Games with Your Kinect Sensor. You will not use Unauthorized Accessories or Unauthorized Games. They may not work or may stop working permanently after a Software update.**
 - (ii) **You will not use or install any Unauthorized Software. If You do, Your Kinect Sensor may stop working permanently at that time or after a later Software update.**
 - (iii) You will not attempt to defeat or circumvent any Kinect Sensor technical limitation, security, or anti-piracy system. If You do, Your Kinect Sensor may stop working permanently then or after a later Software update.
 - (iv) Microsoft may use technical measures, including Software updates, to limit use of the Kinect Sensor to Xbox 360, to prevent use of Unauthorized Accessories or Unauthorized Games, and to protect the technical limitations, security and anti-piracy systems in the Kinect Sensor.
 - (v) **Microsoft may update the Software from time to time without further notice to You, for example, to update any technical limitation, security, or anti-piracy system.**

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Any unauthorized use under the provisions may result in the ineligibility to benefit from the Manufacturer's Warranty of Your Kinect Sensor.

3. Territory

This License will be valid in the following countries only (including their overseas territories): United Kingdom, Ireland, Switzerland, Italy, Austria, Belgium, France, Germany, Spain, Portugal, Norway, Sweden, Denmark, Finland, Netherlands, Luxemburg, Greece, Czech Republic, Slovakia, Poland, Hungary, Cyprus, South Africa and Russia.

4. Warranty

The Software is covered by the Manufacturer's Warranty for Your Kinect Sensor, and Microsoft gives no other guarantee, warranty or condition for the Software, except for any statutory warranty which Microsoft may owe You under any local law applicable to you. No one else may give any guarantee, warranty or condition on Microsoft's behalf.

5. EXCLUSION OF CERTAIN DAMAGES

UNLESS OTHERWISE PROVIDED UNDER ANY LOCAL LAW APPLICABLE TO YOU, 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 THE SOFTWARE. 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.

6. Choice of Law

This License will be subject to and construed in accordance with the law of Your country of residence, regardless of conflict of laws principles